



SPECIAL MEETING NOTICE

RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE JOINT MEETING WITH PUBLIC WORKS COMMITTEE CITY HALL – ROOM 231 TUESDAY, DECEMBER 3, 2019 7:00PM

I. NEW BUSINESS

1. Overview of Proposed Easement Agreement across Portions of Calf Pasture Beach in favor of Gardella Brothers Limited Partnership from the City of Norwalk.

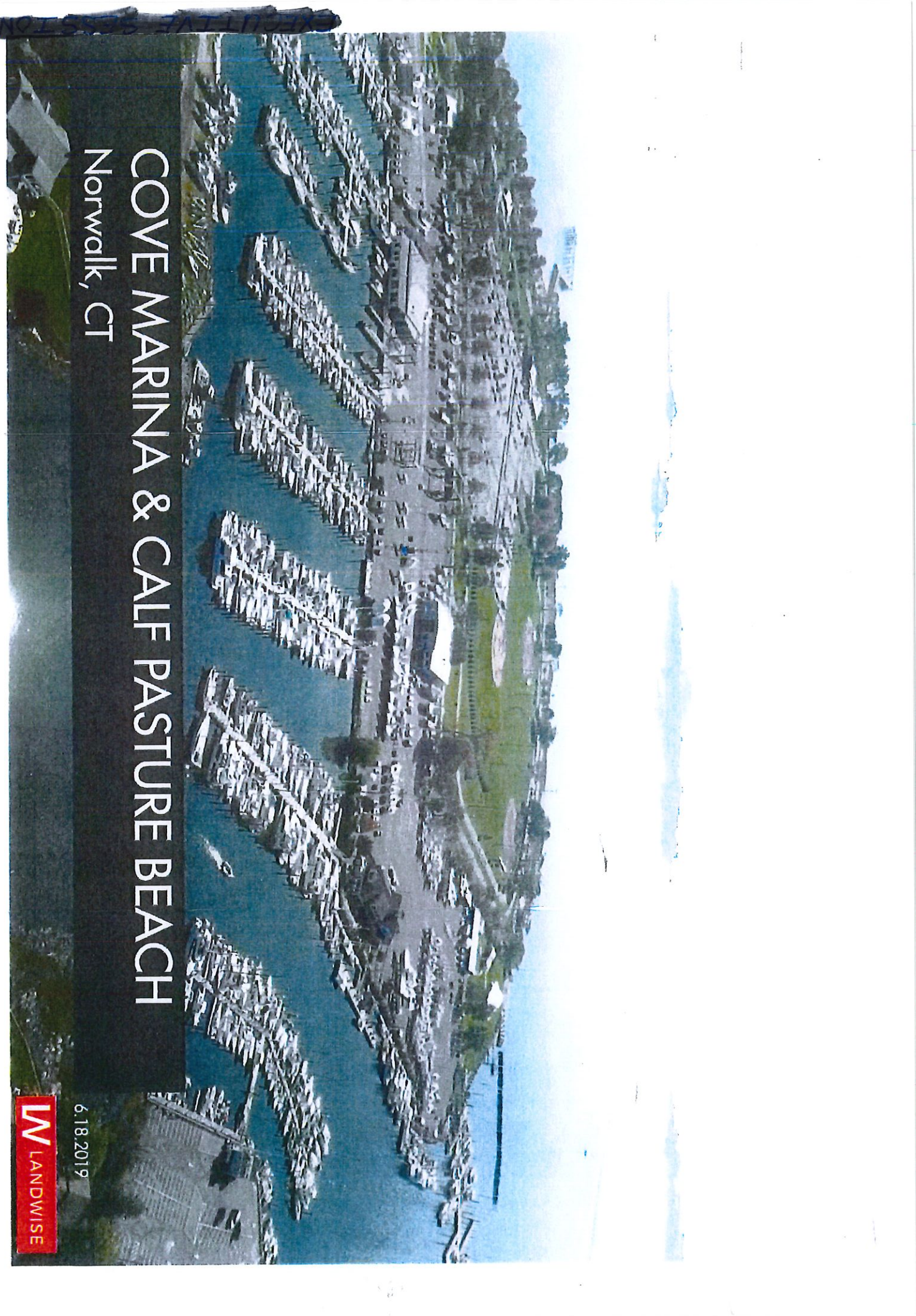
II. EXECUTIVE SESSION

1. Distribution of Attorney-Client Communication and Discussion of Gardella Proposed Easement Agreement with Corporation Counsel.

III. RETURN TO NEW BUSINESS

1. Discuss Proposed Easement with Gardella Brothers LP.
DISCUSSION ITEM ONLY: Public Hearing to Follow at the Tuesday, January 7, 2020 Joint Meeting Recreation, Parks & Cultural Affairs Council Committee and Public Works Committee of the Common Council.

IV. ADJOURNMENT



COVE MARINA & CALF PASTURE BEACH

Norwalk, CT

6.18.2019

LW LANDWISE

Tom Livingston, President
and Common Council Members
Norwalk City Hall
125 East Avenue
Norwalk, CT 06856

Re: Proposed Easement Agreement by and between Gardella Brothers Limited Partnership
and the City of Norwalk as to Calf Pasture Beach Park. ("Easement Agreement")

Dear President Livingston and Common Council Members:

Pursuant to Article 6, Section 1-189 of The Norwalk City Charter and C.G.S. Section 8-24, the undersigned make this joint submission of the attached Easement Agreement for Common Council approval.

The City of Norwalk (the "City") through its Law Department (in consultation with the Parks and Recreation Department and other departments) and Gardella Brothers Limited Partnership ("Gardella") have been working to clarify certain rights, obligations and restrictions arising from the donation to the City of what is now Calf Pasture Beach Park ("Park") by Gardella's predecessors-in-interest by way of a quitclaim deed dated August 7, 1922. That deed reserved a right-of-way through portions of the Park to what are now Gardella's four (4) properties located at 0, 48, 50 and 62 Calf Pasture Beach Road (the "Gardella Parcels") but did not specify its exact location. Gardella has determined that in order to minimize public safety and security concerns and improve circulation to the existing uses within the Gardella Parcels, Gardella must now exercise its rights of access via the reserved right-of-way.

In the best interest of all concerned, Gardella and the City have endeavored through the Easement Agreement to clarify the location of the right-of-way and resolve certain issues related to its use and uses within the Park. The Easement Agreement and the attached Exhibits are the product of diligent efforts that commenced in 2017 and are now ready for your review and approval.

The Easement Agreement also allows for specific improvements to be performed by the City and Gardella to the right-of-way in order to improve access to the Park and Gardella Parcels and makes provision for repairs to, and maintenance of, the right-of-way itself.

As is detailed in the body of the Easement Agreement, Gardella will pay to the City up to \$175,000 in two installments provided it receives the necessary approvals to maintain its existing lots with lawful frontage on the defined right-of-way and complete the Gardella Work as that term is defined in the Easement Agreement.

APPROVAL PROCESS AND IMPLEMENTATION

The parties recognize that, pursuant to the Norwalk City Charter and C.G.S. Section 8-24, this Easement Agreement must be approved by the Common Council, after it receives input and recommendations from its subcommittees and from the Planning Commission, before the efforts described above may be undertaken.

We believe that approval of this Easement Agreement by the Common Council will provide mutual benefit to the City, the Park and Gardella Parcels by clarifying the exact location of the reserved right-of-way and improving public safety, security and pedestrian and vehicular circulation to their respective properties. We look forward to this review process that will allow us to explain this Easement Agreement in greater detail.

Sincerely,



Brian McCann, Esq.
Assistant Corporation Counsel
City of Norwalk



Brian R. Smith
Robinson & Cole LLP
Attorney for Gardella Brothers
Limited Partnership

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("**Agreement**") is made this ___ day of _____, 2019, between **GARDELLA BROTHERS LIMITED PARTNERSHIP**, a Connecticut limited partnership with an address at 48 Calf Pasture Beach Road, East Norwalk, CT 06855 (together with its successors and assigns, "**Gardella**"), and the **CITY OF NORWALK**, a Connecticut municipal corporation with an address at 125 East Avenue, Norwalk, CT 06851 (together with its successor and assigns, the "**City**").

WITNESSETH

WHEREAS, Gardella is the owner of four (4) parcels of real property referenced on the Assessors Map in the City of Norwalk, County of Fairfield and State of Connecticut shown as: Map 3, Book 75, Lot 1 known and numbered as 0 Calf Pasture Beach Road; Map 3, Book 75, Lot 2 known and numbered as 62 Calf Pasture Beach Road; Map 3, Book 75, Lot 3 known and numbered as 48 Calf Pasture Beach Road; and Map 3, Book 75, Lot 17 known and numbered as 50 Calf Pasture Beach Road, and which together comprise approximately 22.37 +/- acres (collectively, the "**Gardella Parcels**") as shown on a map titled "Plan of Gardella and City Parcels" prepared by VHB, dated March 1, 2018, which is attached hereto as **Exhibit A**;

WHEREAS, the City is the owner of an approximate 33.7-acre parcel known as Calf Pasture Beach Park as shown on Exhibit A (the "**Park**"), which abuts the Gardella Parcels to its north and west, and is traversed by an extension of Calf Pasture Beach Road the limits of which are shown on Exhibit B ("**Marina Park Drive**")

WHEREAS, the Park was a gift to the City from Gardella's predecessors-in-interest (the "**Donees**") by way of a quitclaim deed dated August 7, 1922, recorded in Volume 177 at Page 324 of the Norwalk Land Records (the "**Gift**");

WHEREAS, the Gift to the City was for park purposes only, subject to various restrictions and conditions on use of the Park intended to protect the land of the Donees, and a right of reverter if the City should later take or condemn land of the Donees;

WHEREAS, the Gift was further subject to "a right-of-way over the Westerly and Northerly sides or portions of the Park for access and egress to and from" what is referred to herein as the Gardella Parcels (the "**Existing Park Right of Way**");

WHEREAS, subsequent to the conveyance of the Park to the City and continuing to present day, the primary access and egress to the Gardella Parcels has been maintained directly from the Calf Pasture Beach Road ("**Primary Drive**");

WHEREAS, the Gardella Parcels are occupied by multiple tenants, including a marina, restaurant, retail store, sailing school and public events venue ("**Property Tenants**"), all of which generate pedestrian and vehicular traffic to, and through, the Gardella Parcels;

WHEREAS, the existing gate house (the "**Gate House**") currently impedes free access and egress over the Existing Park Right of Way, causes congestion and delay for City residents and members of the general public seeking access to the Park, impedes access by emergency vehicles to the Park and causes congestion and delay for access to the Gardella Parcels and Property Tenants; and

WHEREAS, it is in the public interest, and in the interest of the City and Gardella: (a) to clarify and define the location and scope of the Existing Park Right of Way (which according to the August 7, 1922 deed is located generally "over the westerly and northerly sides or portions" of the Park (b) to relocate the Gate House to a location that reduces traffic congestion, separates traffic streams and parking locations for residents and members of the general public seeking access to the Park, improves access for emergency vehicles to the Park; and (c) to eliminate traffic congestion at the Primary Drive which currently restricts access to the Gardella Parcels and Property Tenants;

NOW THEREFORE, in consideration of up to ONE HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS (\$175,000.00) to be paid in two installments, and for other good and valuable consideration and the mutual covenants, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and Gardella (the "**Parties**") agree as follows:

1. Escrow Agreement Regarding Consideration and the Agreement. Following approval of the Agreement by the Common Council, and the signing and acknowledgement of the Agreement by the City and Gardella, the signed and acknowledged Agreement, and the ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) consideration (the "Consideration") shall be placed in escrow with [TITLE COMPANY] as escrow agent (the "Escrow Agent"). When Escrow Agent has been notified in writing by Gardella that Gardella has received the final and non-appealable approvals listed below, or has waived those conditions: (i) Zoning Board of Appeals ("ZBA") approval of a special exception that allows the four existing building lots which comprise the Gardella Parcels to remain as separate building lots with lawful frontage despite their being in single ownership; (ii) ZBA approval of an associated coastal site plan for the building lots which comprise the Gardella Parcels; (iii) administrative approval by the Planning and Zoning Department staff adjusting the existing lot lines and frontage of the building lots which comprise the Gardella Parcels as proposed by the Gardellas; and (iv) any and all permits from municipal agencies or otherwise required to complete the Gardella Work, as hereinafter defined, have been issued, the Gardella Work has been completed, and the Gate House has been relocated as shown on Exhibit C, then, subject to a title rundown and confirmation that Gardella will receive good, clear, record, and marketable title to the Agreement, the Escrow Agent shall record the Agreement and release ONE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$125,000.00) to the City of Norwalk Recreation & Parks Department (the "Parks Department") to be used as provided herein. Absent a mutual written agreement to extend the deadline, if the conditions for release from escrow have not been achieved by December 31, 2020 (which deadline may be extended by the written agreement of the Parties), then the signed and acknowledged Agreement shall be destroyed, and this document shall have no legal impact or be admissible in any future claim, dispute or proceeding regarding the right of way.
2. The Location and Scope of the Existing Park Right of Way.
 - (a) The City and Gardella agree that the Existing Park Right of Way shall be located within the area labeled as "New Right

of Way Location" on a map titled "Plan Specifying Location of Park Right of Way" prepared by VHB, dated March 1, 2018, which is attached hereto as **Exhibit B**. The Existing Park Right of Way, as located within the "New Right of Way Location" shown on Exhibit B is hereinafter referred to as the "**Agreed Right of Way**."

- (b) The City and Gardella agree that the Agreed Right of Way shall be a perpetual, non-exclusive easement which may be used and improved as a right of way providing: (i) vehicular and pedestrian access and egress to and from the Gardella Parcels; and (ii) roadway improvements and utilities serving the Gardella Parcels.
- (c) To the extent that the Existing Right of Way encumbers areas within the westerly portion of the Park and areas within the northerly portion of the Park, not also located within the Agreed Right of Way, those rights are hereby released, extinguished, and terminated.
- (d) In consideration of the release of easement rights in certain areas of the Park set forth in paragraph 1(c) above, the City does hereby grant, bargain, and confirm unto Gardella said Agreed Right of Way TO HAVE AND TO HOLD the above-granted Agreed Right of Way and the rights and privileges herein described to Gardella, and its successors and assigns forever.
- (e) The parties acknowledge that the fee simple owner, City, shall maintain its rights to improve, construct, maintain, landscape, and all other rights of a property owner, so long as they do not impede the rights given Gardella by this Agreement.

3. Work Within the Agreed Right of Way.

Any party working within the Agreed Right of Way shall, at its sole cost and expense, in connection with said work (the "**Work**"): (a) use reasonable efforts to minimize interference by the Work with access and egress to the Gardella Parcels or the Park; and (b) use reasonable efforts to minimize interference by the Work with activities on the Gardella Parcels or the Park; (c) complete the Work as quickly as is commercially reasonable and in a workmanlike manner; (d) perform the Work in such manner as will minimize

any damage or adverse effect to the Park or the Gardella Parcels; and (e) to the extent consistent with the purpose of the Work, repair any damage that results from doing the Work to the condition that existed before the Work was commenced.

4. The City's Right to Relocate the Right of Way.

The City shall have the right, at its sole expense, subject to reasonable notice to Gardella, compliance with Sections 2 and 3 hereof, and maintenance of equivalent access to and egress from the Gardella Parcels, to relocate Marina Park Drive within the Agreed Right of Way no closer than 10 feet to the common boundary between the Gardella Parcels and the Park.

5. Marina Park Drive Improvements.

- (a) Gardella Work and City Work. Attached as **Exhibit C** is a plan entitled "Marina Park Drive Improvements" prepared by VHB, dated March 1, 2018, last revised January 29, 2019, which identifies the "**Gardella Work**" and the "**City Work**" within the Park. Following necessary approvals from the City, recordation of the Agreement, and release of funds by Gardella, the City shall promptly undertake the City Work. Gardella shall promptly undertake the Gardella Work. The City may, at its discretion, maintain the current gate house in its existing location during the 2019 season, so long as the gates are removed and the gate house is not used to stop or impede the flow of traffic. The intention is to allow the gate house to be used as an information station during a transition period, and to provide to the public information regarding the City's new parking revenue system as well as directions for people seeking access to the beach or the Gardella Parcels.
- (b) Right to Construct the Gardella Work. Gardella shall have the right, at Gardella's sole expense, without further approval of the City to construct the Gardella Work as shown on **Exhibit C**.
- (c) Future Gardella Work. From time to time, with prior written approval of the City of Norwalk (which shall not be unreasonably withheld, conditioned, or delayed), Gardella shall have the right at its sole expense to relocate its access aprons and to construct new access aprons serving the Gardella Parcels as the same may be reconfigured – if same requires associated road work that too shall

be performed at the sole expense of Gardella. In addition, the Parties recognize that the City may in connection with roadway safety or other regulatory reasons request improvements to Marina Park Drive in connection with future redevelopment of the Gardella Parcels. Subject to any reasonable conditions imposed by the City of Norwalk as necessary to protect roadway safety or the convenience of its patrons, and provided that such work is constructed at the sole expense of Gardella, Gardella may make improvements to Marina Park Drive within the designated right of way shown on **Exhibit C**. Gardella shall have the right to apply for any necessary permits and approvals for said work, and to construct said work pursuant to the authority granted by this Agreement.

- (d) **Utility Easement.** The Agreed Right of Way shall include the right to install, replace, improve, and repair within the "Landscape, Pedestrian, Bicycle, and Utility Corridor" shown on **Exhibit B** (the "**Pedestrian Corridor**") utilities of any description serving the Gardella Parcels (the "**Utility Easement**"). In consideration for the grant of the Utility Easement, Gardella shall pay to the Parks Department an additional FIFTY THOUSAND DOLLARS (\$50,000.00) to be expended exclusively for improvements within the Pedestrian Corridor which improvements may include grading, landscaping, and/or pedestrian/bike paths. The \$50,000.00 payment shall be made by Gardella prior to commencement of construction of utilities within the Utility Easement. Gardella shall restore the area to its previous condition following the installation of any utility within the Utility Easement.

6. **Marina Park Drive Maintenance.** Gardella shall reimburse the Parks Department for FIFTY PERCENT (50%) of its reasonable costs of maintaining Marina Park Drive to the same standards as it maintains Calf Pasture Beach Road until the date, if any, that the City either confirms the status of Marina Park Drive as a public way or accepts Marina Park Drive as a public way. Subject to the procedures described below, in the event that the Parks Department fails to maintain Marina Park Drive as necessary to fulfill the purposes of Section 2 and Section 6 hereof, Gardella may undertake repair and maintenance of Marina Park Drive, including associated landscaping and hardscaping within the Agreed Right of Way, at its sole expense, and its costs so incurred shall be credited against Gardella's obligation to reimburse the Parks Department for maintenance costs.

Before undertaking any such repair and maintenance of Marina Park Drive, Gardella shall: (i) provide written notice to the Parks Department describing the aspects of Marina Park Drive that require repair or maintenance; (ii) unless the Parks Department sooner grants permission for the Gardellas to undertake said repairs and maintenance work, wait at least ninety (90) days before undertaking such repair and maintenance work; and (iii) no such repair or maintenance shall take place during the summer months without the prior written approval of the Parks Department which may impose reasonable conditions to avoid or minimize interference with traffic flow.

7. Park Improvements. The ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) paid by Gardella to the City upon signing of this Easement Agreement shall be expended exclusively for improvements within Calf Pasture Beach Park. If and to the extent those funds are applied to maintenance of Marina Park Drive, Gardella shall not be obligated to reimburse the Parks Department for 50% of those expenditures, Section 6 above notwithstanding.
8. Park Restrictions. In the Gift of the Park to the City by Gardella's predecessors-in-interest, certain restrictions were imposed upon use of the Park (the "Restrictions"). Gardella and the City agree and acknowledge that the existing uses and improvements of the Park have included from time to time retail business, noise producing devices, tents, dressing rooms, refreshments sold and consumed, small buildings, athletic events north of the midway point, and professional athletic events. In this instrument, Gardella and the City agree that, notwithstanding the Restrictions, existing physical improvements located within the Park, and existing uses of the same description, scale, frequency, scope and character conducted within the Park as of the date of this instrument, may remain in place provided that they are not declared to be a public or private nuisance. Otherwise the Restrictions shall remain in full force and effect.
9. Notice. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this

Agreement (each, a "**Notice**") in writing and address to the other party at the addresses set forth below, or to such replacement address as any party shall provide to the other in accordance with this Section 9, by personal delivery, nationally recognized overnight courier or certified or registered mail, return receipt requested, postage prepaid. A Notice shall be deemed received (i) if by overnight courier, one (1) business day after the sending of such Notice, and (ii) if by certified or registered mail, return receipt requested, postage prepaid, five (5) business days after the sending of such Notice.

To Gardella:

Gardella Brothers Limited Partnership
48 Calf Pasture Beach Road
Norwalk, CT 06855
Attn: Elizabeth Gardella O'Connor

With a copy to:

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attn: Martin R. Healy, Esq.

To City:

City of Norwalk
125 East Avenue
Norwalk, CT 06856
Attn: Honorable Harry Rilling, Mayor

With a copy to:

Law Department
City of Norwalk
125 East Avenue
Norwalk, CT 06851
Attn: Brian L. McCann, Esq.
Assistant Corporation Counsel

10. Covenants Running with the Land. The rights and obligations set forth in this Agreement shall be covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.
11. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

(Signature pages to follow)

Notary Public
Commissioner of the Superior Court

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day
of _____, 2019.

CITY OF NORWALK

By: _____

Duly authorized

Signed, Sealed and Delivered
in the Presence of:

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ss. _____, 2019

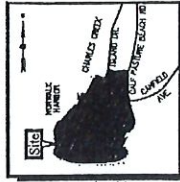
On this ____ day of _____ before me, _____, the
undersigned officer, personally appeared _____, who
acknowledged himself to be the _____ of the City of Norwalk, and that
he as such officer being authorized to do so, executed the foregoing
instrument for the City of Norwalk.

In witness whereof I hereunto set my hand

Notary Public
Commissioner of the Superior Court



Engineering, Surveying &
Landscape Architecture, PC
50 Main Street
Suite 360
White Plains, NY 10506
914.467.6600



Plan of Gardella and City Parcels

Calf Pasture Beach Road
Norwalk, Connecticut

[illegible]

March 1, 2018

Instruction

Exhibit A



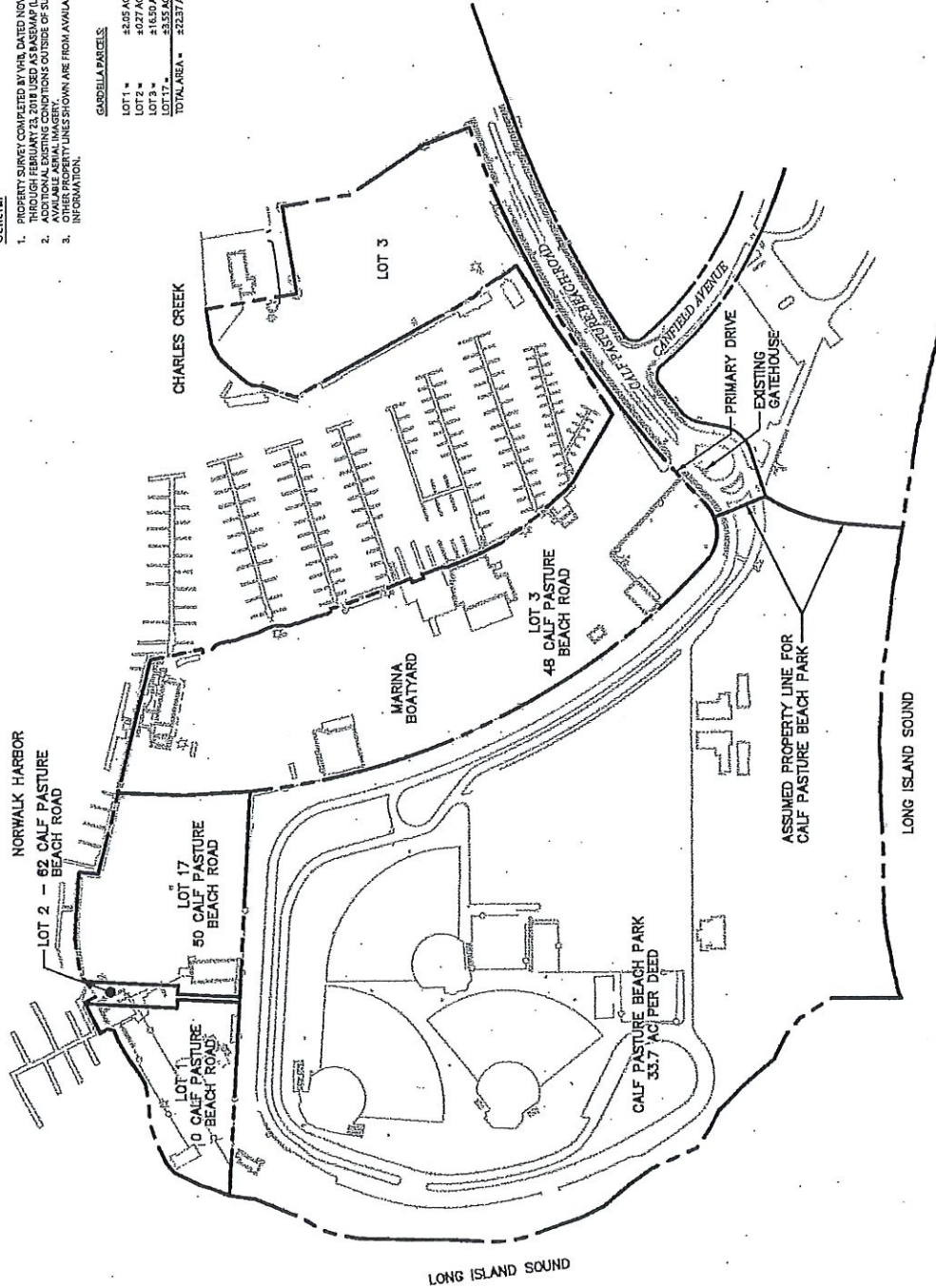
Notes

General

1. PROPERTY SURVEY COMPLETED BY VHM, DATED NOVEMBER 16, 2017 REVISED THROUGH FEBRUARY 23, 2018 USED AS BASEMAP (LOTS 1, 2, 3, AND 17).
2. ADDITIONAL EXISTING CONDITIONS OUTSIDE OF SURVEY LIMITS ARE FROM AVAILABLE AERIAL IMAGERY.
3. OTHER PROPERTY LINES SHOWN ARE FROM AVAILABLE ONLINE GIS INFORMATION.

GARDELLA PARCELS:

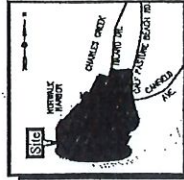
LOT 1 =	±2.05 AC
LOT 2 =	±0.27 AC
LOT 3 =	±16.50 AC
LOT 17 =	±3.55 AC
TOTAL AREA =	±22.37 AC







Engineering, Surveying &
Landscape Architecture, PC
30 Main Street
Suite 360
White Plains, NY 10606
914-467-6600



**Marina Park Drive
Improvements**
Calf Pasture Beach Road
Norwalk, Connecticut

[illegible]

March 1, 2018

Not Approved for Construction

Exhibit C

29979.01

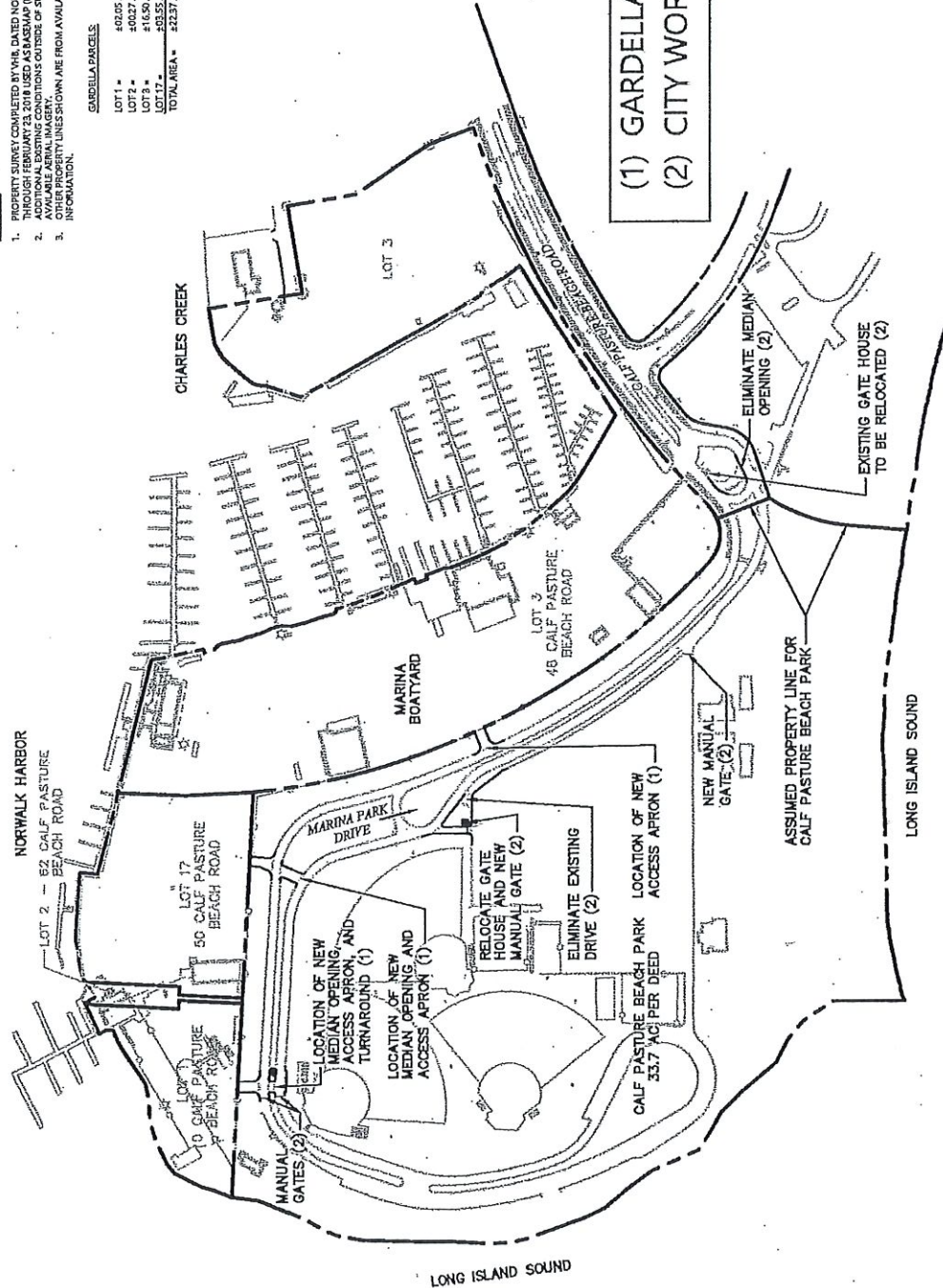
Notes

General

1. PROPERTY SURVEY COMPLETED BY VHM, DATED NOVEMBER 10, 2017 REVISED THROUGH FEBRUARY 23, 2018 USED AS BASEMAP (LOTS 1, 2, 3, AND 17).
2. ADDITIONAL EXISTING CONDITIONS OUTSIDE OF SURVEY LIMITS ARE FROM AVAILABLE AERIAL IMAGERY.
3. OTHER PROPERTY LINES SHOWN ARE FROM AVAILABLE ONLINE GIS INFORMATION.

GARDELLA PARCELS:

LOT 1 =	±02.05 AC
LOT 2 =	±00.27 AC
LOT 3 =	±16.50 AC
LOT 17 =	±03.55 AC
TOTAL AREA =	±22.37 AC



(1) GARDELLA WORK
(2) CITY WORK

~~Gregate loans and advancements of Three Thousand Dollars (\$3,000) are evidenced by the promissory note of said grantor, for said sum of Three Thousand Dollars (\$3,000), of even date herewith, payable to the said Trust Company, at its banking house, on demand, for value received, with interest payable semi-annually in advance, to wit, on the first day of June and December in each year, subject however, to pro-rata repayment, if payment of the note be earlier required by said Company.~~

~~Now, THEREFORE, if said note shall be well and truly paid according to its tenor and true intent, and said premises shall be kept insured to the satisfaction of the said Trust Company, and all taxes thereon duly paid by the said grantor, then this deed shall be void, but otherwise shall be and remain of full force and effect.~~

~~Signed, sealed and delivered in the presence of:
John Maney
Spencer S. Adams
STATE OF CONNECTICUT,~~

ALPHONSO MANSI (L.S.)

Norwalk, August 8th, A.D., 1922,

COUNTY OF FAIRFIELD,

~~Personally appeared ALPHONSO MANSI, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me, Spencer S. Adams, Notary Public. Received for Record August 8, A.D., 1922, at 10:30 A.M., and recorded by.~~

Alvin G. Smith Not. Town Clerk

COPY

Upon motion duly made and seconded the following resolutions were unanimously adopted: ~~RESOLVED, by the Board of Directors of the Wilson Point Company, Incorporated, a corporation under the laws of the State of Connecticut, and located in the town of Norwalk, in said State, at a meeting of said Board, held on the 29th day of July, that any two of the officers of said Company, to wit: either the President and the Treasurer, or the President and the Secretary, or the Treasurer and the Secretary, be and they are hereby authorized, empowered and directed to make, execute, acknowledge and deliver any and all deeds of conveyances of the real estate of said Company, or any part thereof, and any and all leases and mortgages of said Company on its real estate; and further RESOLVED: That this resolution and the powers and authority herein given and conferred, shall be and remain in force and effect until the thirtieth day of June, 1924.~~ ~~I, Reed G. Haviland, Secretary of the said The Wilson Point Company, Incorporated, hereby Certify that the above and foregoing is a true copy of resolutions adopted and passed by the Board of Directors of said Company, at a meeting of said Board held on the 29th day of July, 1922. In Witness Whereof, I have hereunto set my hand and the seal of said Company, this 8th day of August, 1922.~~ ~~REED G. HAVILAND, Secretary as aforesaid. Received for Record August 9, A.D., 1922, and recorded by,~~

Alvin G. Smith Not. Town Clerk

KNOW ALL MEN BY THESE PRESENTS: That we, J. Wallace Marvin, Orie A. Marvin and Mary Marvin Taylor (married after the year 1877), Henry W. Gregory, George F. Betts, Sally S. Betts and Charlotte F. Betts Jackson (Married after the year 1877), all of the Town of Norwalk in the County of Fairfield and State of Connecticut, for the consideration of one dollar received to our full satisfaction of the City of Norwalk, a municipal corporation created and existing under the laws of the said State of Connecticut, and located in said County of Fairfield, do by these presents remise, release and forever Quit-Claims unto the said City of Norwalk for park purposes only, and as hereinafter restricted, said park to be used by the residents of said City for rest, recreation and bathing, all that certain tract or parcel of land, situated in said City of Norwalk, and within the Town of Norwalk, being in quantity thirty-three and seven-tenths (33.7) acres (of which about twenty-nine (29) acres are conveyed by said J. Wallace Marvin, Orie A. Marvin and Mary Marvin Taylor and about two (2) acres by said Henry W. Gregory and about two (2) acres by said George F. Betts, Sally S. Betts, and Charlotte F. Betts Jackson) and being the parcel marked "A" on that certain map entitled "Map of Ludlow Park and Parkways Showing division lines between said park and parkways and adjoining owners, May, 1922, The Samuel W. Hoyt, Jr. Co., Inc., Engineers and Surveyors, South Norwalk, Conn.,", which map is

Map
500
NLR

filed or to be filed in the office of the Clerk of said Town of Norwalk. The said Parcel "A" is bounded Northerly by other land of said Marvin and Taylor and by proposed parkway or boulevard as shown on said map; Easterly in small part by land of said Marvin and Taylor and principally by Long Island Sound; Southerly and Southwesterly by said Long Island Sound; and Westerly in part by said Long Island Sound (or Norwalk Harbor) and in part by land of Henry W. Gregory and Reed O. Haviland. The Releasees, however, reserve to themselves and each of them and for the benefit of Reed O. Haviland, and for their and his respective heirs and assigns forever, a right of way over the Easterly and Northerly sides or portions of tract "A" to said parkway or boulevard for access and egress to and from the respective lands of said parties adjoining tract "A".

IN CONSIDERATION of the premises and in accepting this instrument the said City of Norwalk agrees and covenants with the Grantors and their respective heirs and assigns to fill within a reasonable time the premises hereby conveyed to a level above high water mark and to comply with the restrictions hereinafter set forth as to the use of said land. The Releasees convey the premises above described to said City and said City accepts the conveyance thereof subject to the following restrictions and conditions:

That no manufacturing, wholesale or retail business or commercial enterprise of any kind shall ever be permitted or allowed to be conducted on said premises, except as hereinafter provided. That no garbage or refuse or any other thing which may or shall constitute a nuisance shall be permitted or allowed to be placed, deposited or dumped on said premises. That no carousel or merry-go-round, shooting gallery, so-called, or other amusement apparatus or noise-producing device shall ever be located or allowed or permitted to be used on said premises. That no tenting or camping shall ever be allowed or permitted on said premises. That proper buildings for dressing rooms for bathers and suitable rooms in which refreshments may be offered for sale, sold and consumed, shall be erected only at the Southerly end of the premises hereby conveyed, and that no small buildings or individual bathing houses shall ever be erected by said City or allowed or permitted by said City to be erected by individuals on said premises. That if any portion of said park be permitted to be used for baseball, football, or other athletics or sports, the same shall be confined to that portion of said park which lies Southerly of the middle line of said park measuring the same from North to South, the said middle line being a straight line drawn East and West; but no professional games, games of chance or gambling shall ever be allowed on said premises. That no other land—owned by the said Marvin and Taylor or by said Gregory and Haviland and contiguous to said tract "A", shall hereafter be condemned or taken over by said City for park or other purposes against the will or desire of said Marvin, Taylor, Gregory or Haviland; and that in case the City shall at any time condemn or attempt to condemn any other lands of said Marvin, Taylor, Gregory and Haviland contiguous to said tract "A", or any part thereof for park or other purposes, then the title to the land hereby conveyed for park purposes shall revert without entry for condition broken, respectively to the said Marvin, Taylor, Gregory, Betts and Jackson according to their present ownership thereof, and the same shall be condemned in connection with such additional land and shall be valued and paid for in the same manner as such additional land. The foregoing restrictions and conditions shall be binding upon said City, its successors and assigns, and shall inure to the benefit of the Releasees, their heirs, executors, administrators and assigns forever.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Releasee, its successors and assigns forever, for the purposes aforesaid so that neither we, the said Releasees, nor our heirs, nor any person under us or them, shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom we and they are by these Presents forever barred and excluded, except as to right of way reserved and the restrictions hereinbefore set forth.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 7 day

of August, A.D., 1922.
Signed, sealed and delivered)
in presence of

Ruth Golding }
Wm. F. Tammany }

J. WALLACE MARVIN (L.S.)
ORIE A. MARVIN (L.S.)
MARY MARVIN TAYLOR (L.S.)
CHARLOTTE F. JACKSON (L.S.)
SALLY S. BETTS (L.S.)
GEORGE F. BETTS (L.S.)
HENRY W. GREGORY (L.S.)

STATE OF CONNECTICUT, } Norwalk, August 7th, A.D., 1922.

COUNTY OF FAIRFIELD, } ss. Personally appeared J. WALLACE MARVIN, ORIE M. MARVIN and MARY MARVIN TAYLOR, three of the signers and sealers of the foregoing instrument, and severally acknowledged the same to be their free act and deed, before me, (Not'l Seal) Ruth Golding, Notary Public.

STATE OF CONNECTICUT, } Norwalk, August 7th, A.D., 1922.

COUNTY OF FAIRFIELD, } ss. Personally appeared HENRY W. GREGORY, one of the signers and sealers of the foregoing instrument, and acknowledged the same to be his free act and deed, before me, (Not'l Seal) Ruth Golding, Notary Public.

STATE OF CONNECTICUT, } Norwalk, August 7th, A.D., 1922.

COUNTY OF FAIRFIELD, } ss. Personally appeared GEORGE F. BETTS, SALLY S. BETTS and CHARLOTTE F. BETTS JACKSON, three of the signers and sealers of the foregoing instrument, and severally acknowledged the same to be their free act and deed, before me, (Not'l Seal) Ruth Golding, Notary Public.

Received for Record August 9, A.D., 1922, at 9:45 A.M., and recorded by,

Anna D. Smith

Out. Town Clerk

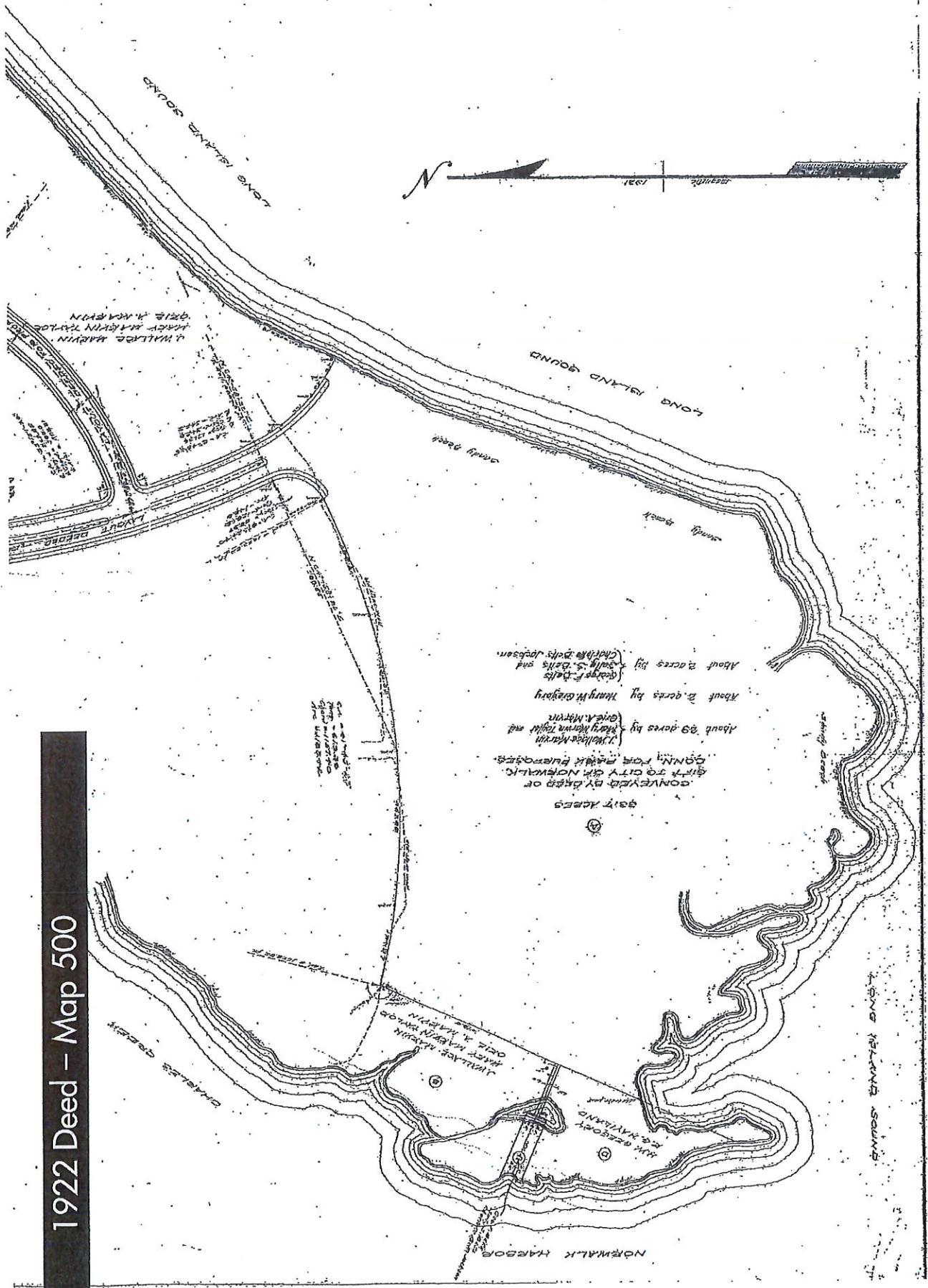
~~KNOW ALL MEN BY THESE PRESENTS: That we, J. Wallace Marvin, Orie A. Marvin and Mary Marvin Taylor~~

(married after the year 1877) all of the Town of Norwalk, in the County of Fairfield and State of Connecticut, for the consideration of One Dollar received to our full satisfaction of the City of Norwalk, a municipal corporation created and existing under the laws of the said State of Connecticut and located in said County of Fairfield, do by these presents remise, release and forever Quit-Claim unto the said City of Norwalk, for highway, parkway or boulevard purposes only, as laid out on the map hereafter referred to and at grade approved by releasors, all that certain strip or parcel of land, being one hundred (100) feet in width from East to West and indicated as "Layout decided for proposed parkway or boulevard" on that certain map entitled "Map of Ludlow Park and Parkways showing division lines between said park and parkways and adjoining owners, May, 1922, The Samuel W. Hoyt, Jr. Co., Inc. Engineers and Surveyors, South Norwalk, Conn.", which map is filed or is to be filed in the office of the Clerk of said Town of Norwalk, and bounded Northerly by Beach Avenue, so called; Easterly by other land of the Releasors; Southerly by parcel "A" as designated on the map aforesaid and conveyed to the City of Norwalk for park purposes; and Westerly by other land of the Releasors. Also for highway, parkway or boulevard purposes only, at grade approved by the releasors, all that certain strip or parcel of land, being seventy-five (75) feet in width from North to South and indicated on the map aforesaid as "Layout decided for proposed parkway", and bounded Northerly by other land of the Releasors; Easterly by Canfield Avenue, so called; Southerly by other land of the Releasors, and Westerly by the strip of parcel first herein described. Said parcel first herein described widens at the Southerly end and the strip or parcel second herein described widens at its Easterly end and at its Westerly end and the Releasors also convey to said City for the purposes aforesaid the additional land included within the limits of said proposed parkways shown on the map aforesaid.

The Releasors are of the opinion that enough material will be found within the limits of said proposed highways as now laid out on said map, to make all fills to grade established as aforesaid, but in the event that said materials be insufficient and additional fill be required to grade said highways to such grade, the Releasors agree to give the same at points designated by them if called upon for the same on or before June 1st, 1923 the removal of such fill, however, to be done by the City in a reasonable manner with the least amount of injury to the property of the Releasors.

In accepting this conveyance the City covenants and agrees to proceed with and to carry to completion by June 1st, 1923, the construction of the highways or parkways aforesaid.

1922 Deed - Map 500





To: Scott Ross

Date: October 15, 2019

Project #: 29919.01

Memorandum

From: Patrick O'Leary, P.E.

Re: NCM Transportation Alternatives

VHB has performed a preliminary review of alternatives prepared for the "Calf Pasture Beach, Proposed Circulation Improvements", Alternatives A, B and C, as requested by your office. In conjunction with the review, VHB developed Opinions of Probable Cost for each Alternative.

ALTERNATIVES

Alternative A is generally consistent with current traffic patterns in the park and should continue to operate effectively assuming appropriate signage is incorporated at the new turn-a-round located at the entrance to the Coast Guard Station. The NCM Team does not believe that a full cul-de-sac configuration as shown on Alternative A is necessary and has proposed a revised turn-a-round (see attached sketch.) This turn-a-round is required to allow vehicles to reverse direction when the manual gates are locked, and the park is closed after hours (very limited use). The revised turn-a-round was designed to facilitate the through movement when the gates are open, provide convenient U-turns for traditional passenger vehicles, emergency vehicles, and single unit trucks (including school buses) when the gates are locked and minimize any encroachment of pavement into the park. VHB has attached turning templates to demonstrate the adequacy of vehicle movements completing U-Turns with the revised turn-a-round. While Alternative A minimizes costs, it does not eliminate the existing, rather circuitous, traffic flow to enter the beach parking lot.

Alternative B proposes a rather unconventional traffic flow which is not desirable from an overall traffic circulation standpoint. Segments along Calf Pasture Beach Road appear to be operating counter flow, with the vehicle driver on the left-hand side of the travel way. This configuration may/will lead to a certain level of discomfort for drivers and passengers, as well as, potentially create some level of confusion for drivers that would ultimately lead to diminished levels of service and safety. In addition, the Round-a-Bout proposed at the location of the old gate house / turn-a-round may not have an adequate radius nor adequate weaving distances to accommodate the anticipated traffic flow, which might create further confusion in conjunction with safety issues. In order to adequately accommodate these proposed traffic maneuvers, the roadway footprint may need to be expanded significantly into the park area in proximity to the beach. Such expansion is highly undesirable.

Alternative C was developed by the NCM Team with input from City staff to incorporate desired elements of A and B, improve the functionality of traffic and parking while minimizing construction cost. This Alternative maintained existing traffic flows within the park while incorporating new access/egress points to the main parking field via a new left turn movement directly from Calf Pasture Beach Road. This design significantly simplifies the entrance to the parking lot and enhances wayfinding signage for both residents and non-residents. Although not required, this alternative proposes to increase the useable land area in the park for open space or overflow parking by relocating a portion of the north bound drive lane to reduce the unnecessarily wide median width while maintaining the existing traffic flow which has worked successfully since the 1960's. All proposed entrance drives into the Norwalk Cove Marina property have been aligned to work in conjunction with the park requirements. A new exit to the beach parking lot has been relocated away from the heavy pedestrian zone adjacent to the beach and bath houses which discourages vehicles from passing through this area. Specific areas have been designated for future overflow parking when the area adjacent to the property line currently used for this purpose is converted into a pedestrian / bikeway provided for in the Easement Agreement. Alternative C takes

50 Main Street
Suite 360
White Plains, NY 10606-1900
P 914.467.6600



To: Scott Ross

Date: October 15, 2019

Project #: 29919.01

Memorandum

From: Patrick O'Leary, P.E.

Re: NCM Transportation Alternatives

VHB has performed a preliminary review of alternatives prepared for the "Calf Pasture Beach, Proposed Circulation Improvements", Alternatives A, B and C, as requested by your office. In conjunction with the review, VHB developed Opinions of Probable Cost for each Alternative.

ALTERNATIVES

Alternative A is generally consistent with current traffic patterns in the park and should continue to operate effectively assuming appropriate signage is incorporated at the new turn-a-round located at the entrance to the Coast Guard Station. The NCM Team does not believe that a full cul-de-sac configuration as shown on Alternative A is necessary and has proposed a revised turn-a-round (see attached sketch.) This turn-a-round is required to allow vehicles to reverse direction when the manual gates are locked, and the park is closed after hours (very limited use). The revised turn-a-round was designed to facilitate the through movement when the gates are open, provide convenient U-turns for traditional passenger vehicles, emergency vehicles, and single unit trucks (including school buses) when the gates are locked and minimize any encroachment of pavement into the park. VHB has attached turning templates to demonstrate the adequacy of vehicle movements completing U-Turns with the revised turn-a-round. While Alternative A minimizes costs, it does not eliminate the existing, rather circuitous, traffic flow to enter the beach parking lot.

Alternative B proposes a rather unconventional traffic flow which is not desirable from an overall traffic circulation standpoint. Segments along Calf Pasture Beach Road appear to be operating counter flow, with the vehicle driver on the left-hand side of the travel way. This configuration may/will lead to a certain level of discomfort for drivers and passengers, as well as, potentially create some level of confusion for drivers that would ultimately lead to diminished levels of service and safety. In addition, the Round-a-Bout proposed at the location of the old gate house / turn-a-round may not have an adequate radius nor adequate weaving distances to accommodate the anticipated traffic flow, which might create further confusion in conjunction with safety issues. In order to adequately accommodate these proposed traffic maneuvers, the roadway footprint may need to be expanded significantly into the park area in proximity to the beach. Such expansion is highly undesirable.

Alternative C was developed by the NCM Team with input from City staff to incorporate desired elements of A and B, improve the functionality of traffic and parking while minimizing construction cost. This Alternative maintained existing traffic flows within the park while incorporating new access/egress points to the main parking field via a new left turn movement directly from Calf Pasture Beach Road. This design significantly simplifies the entrance to the parking lot and enhances wayfinding signage for both residents and non-residents. Although not required, this alternative proposes to increase the useable land area in the park for open space or overflow parking by relocating a portion of the north bound drive lane to reduce the unnecessarily wide median width while maintaining the existing traffic flow which has worked successfully since the 1960's. All proposed entrance drives into the Norwalk Cove Marina property have been aligned to work in conjunction with the park requirements. A new exit to the beach parking lot has been relocated away from the heavy pedestrian zone adjacent to the beach and bath houses which discourages vehicles from passing through this area. Specific areas have been designated for future overflow parking when the area adjacent to the property line currently used for this purpose is converted into a pedestrian / bikeway provided for in the Easement Agreement. Alternative C takes

50 Main Street
Suite 360
White Plains, NY 10606-1900
P 914.467.6600

advantage of the existing "time proven" infrastructure and incorporates minor modifications to provide quick and easy access into the main parking field (dedicated left turn lane and new divided entrance into main parking field).

OPINION OF PROBABLE COST

No detailed cost estimates were developed for the alternatives due to the lack of detailed design information. Opinions of Probable Cost were developed for the Alternative sketches in order to provide some relative pricing information for Alternatives A, B and C and are provided below:

	Probable Costs	20% Contingency	Total
• Alternative A:	\$ 20,000	\$ 5,000	\$ 25,000
• Alternative B:	\$700,000	\$140,000	\$840,000
• Alternative C:	\$590,000	\$115,000	\$705,000

NOTE: In Alternative C, the probable costs associated with abandoning and relocating the new north bound section of roadway is approximately \$340,000 (\$410,000 including 20% contingency). It is possible to construct this scope as a second phase, which reduces the probable costs for the initial phase to \$250,000 (\$300,000 including 20% contingency).

It is our opinion, that when all Alternatives are reviewed in terms of feasibility, safety, cost, and benefit to the public, Alternative C will provide the greatest benefit to the community while minimizing the cost of improvements. **It is important to note that the cost associated with this alternative could potentially be reduced by 40-70% through value engineering (i.e., utilizing the existing infrastructure to its fullest extent).**

ATTACHED EXHIBITS

Alternative A (aerial view)

Alternative B (aerial view)

Alternative C (aerial view)

Alternative C (plan view)

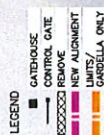
Parking Lot Entrance Detail (Alt. A & C)

Turn Around at Coast Guard Station (Alt. A & C)

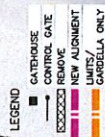
Turn Around Turning Templates

Calf Pasture Beach Road Concept Section

Opinion of Probable Costs Detail



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[illegible]



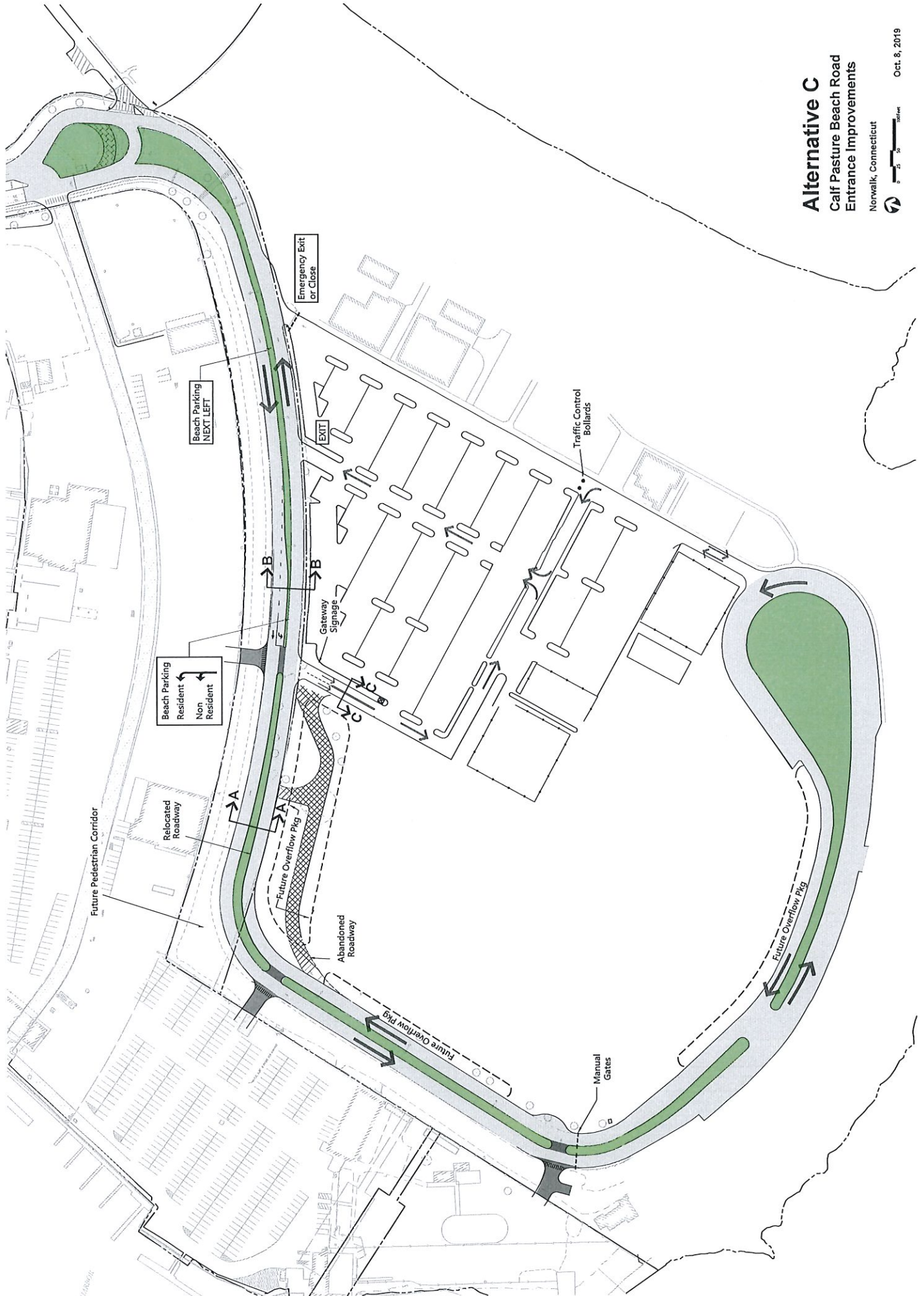
Alternative C

Calf Pasture Beach Road
Entrance Improvements

Norwalk, Connecticut



Oct. 8, 2019



Alternative C

Calf Pasture Beach Road
Entrance Improvements

Norwalk, Connecticut



Oct. 8, 2019

Calf Pasture Beach Parking Lot Entrance Drive

$\Delta = 41^{\circ}45'22"$
CHB-S $12^{\circ}55'25"$ W
CHD-S $115^{\circ}40'$

Norwalk Cove
Marina Driveway

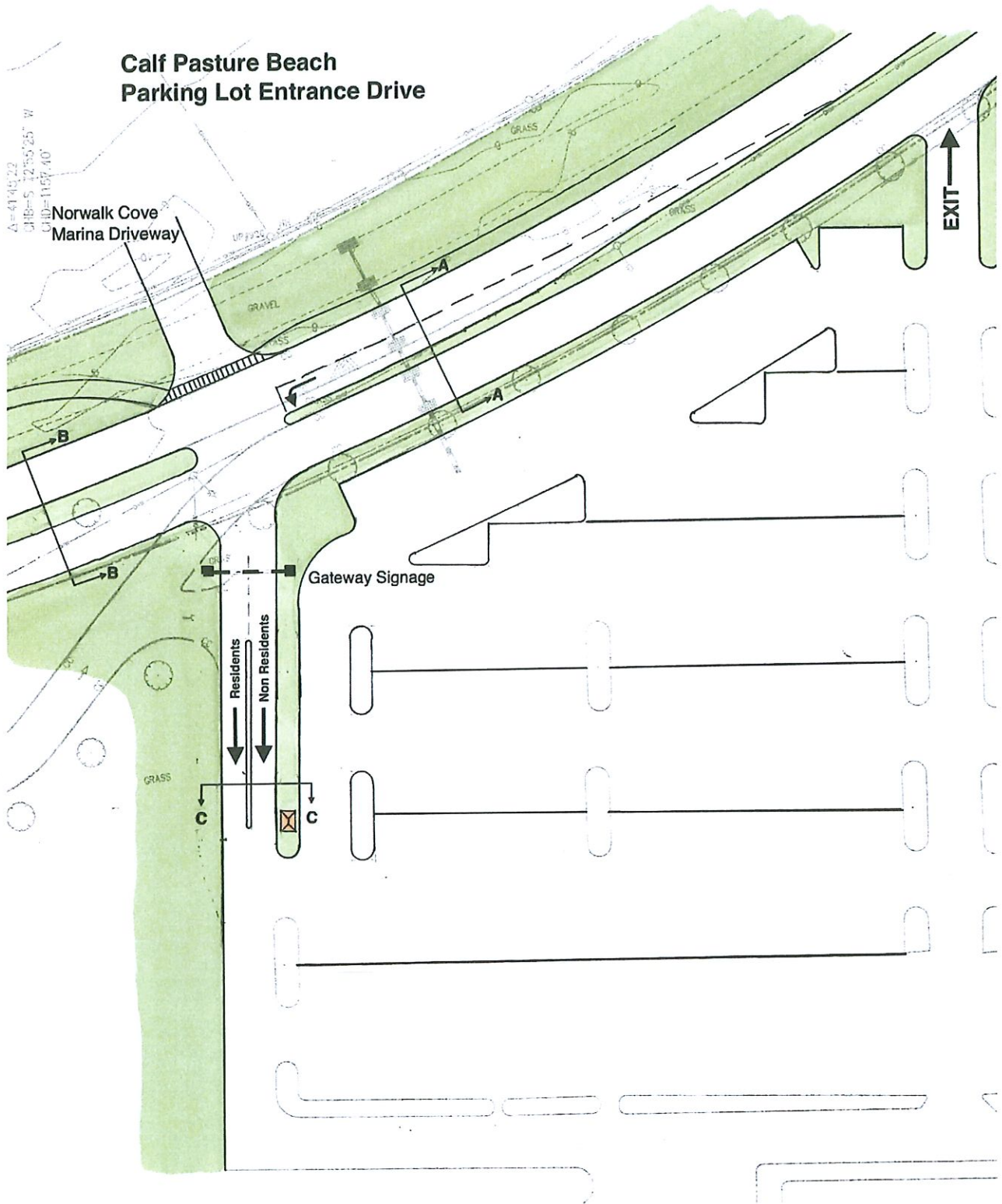
EXIT

Gateway Signage

Residents
Non Residents

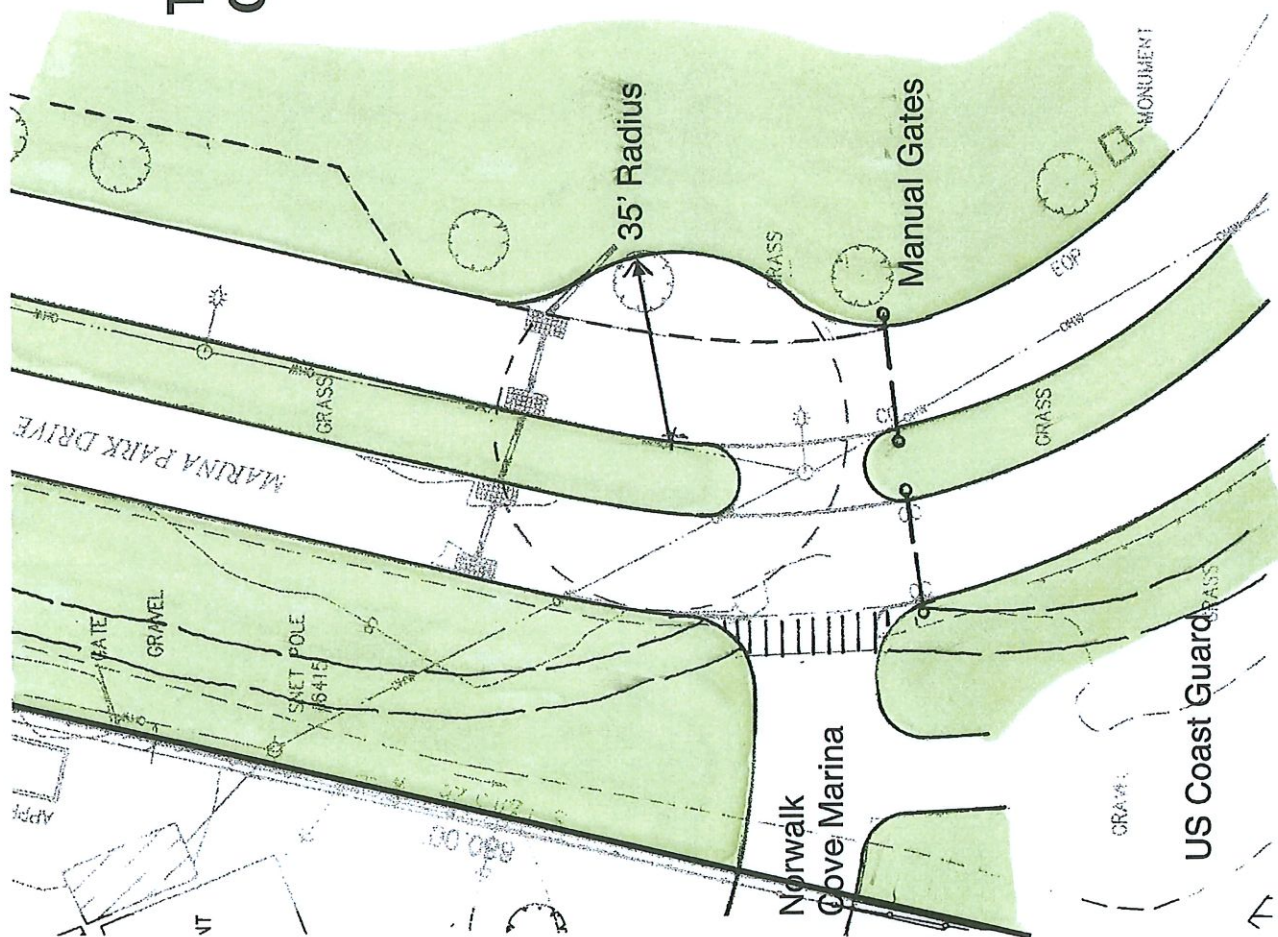
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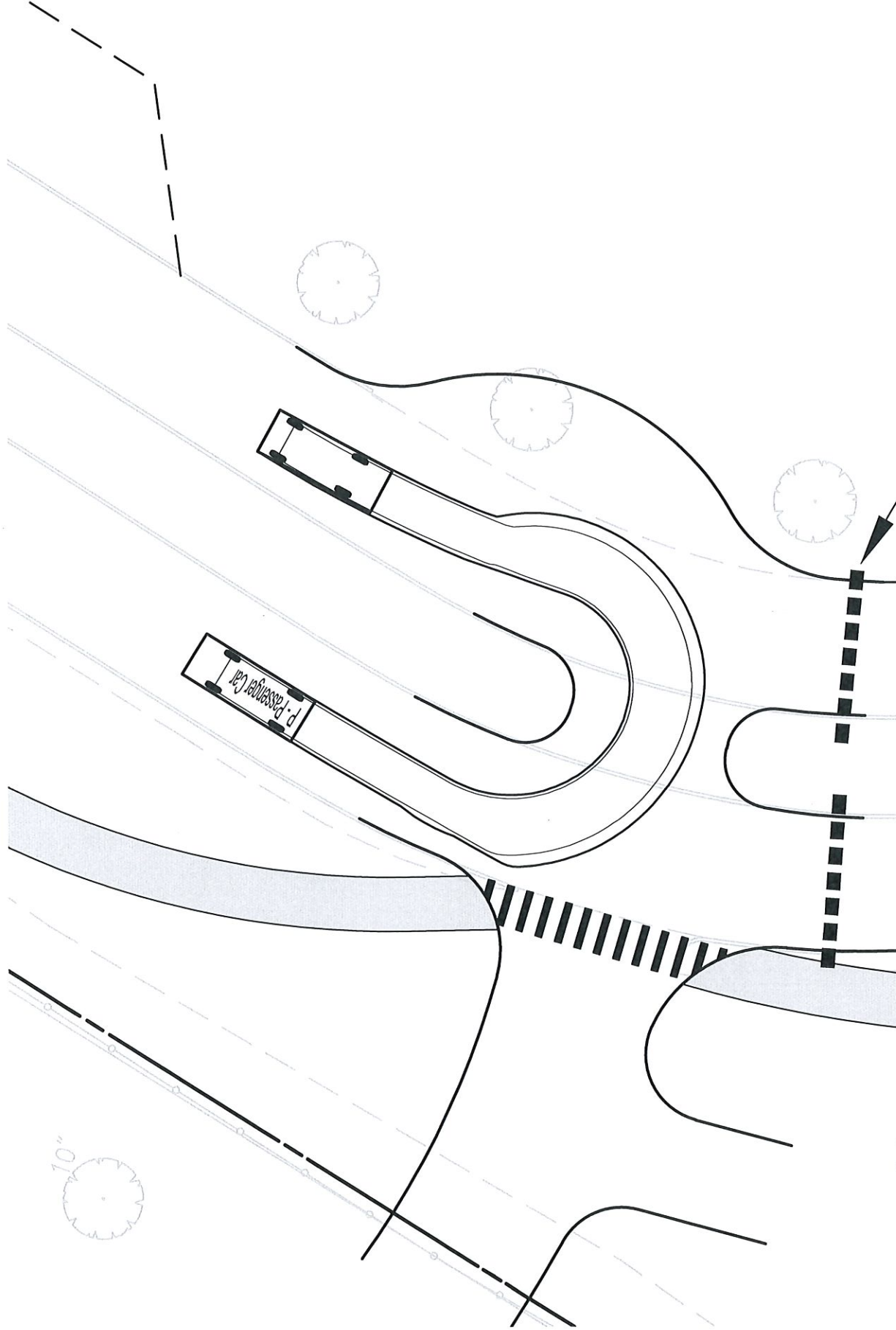
c



Turn Around at Coast Guard Station

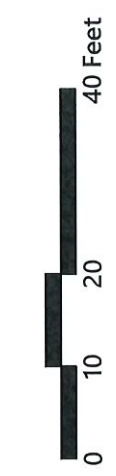
Ball Field

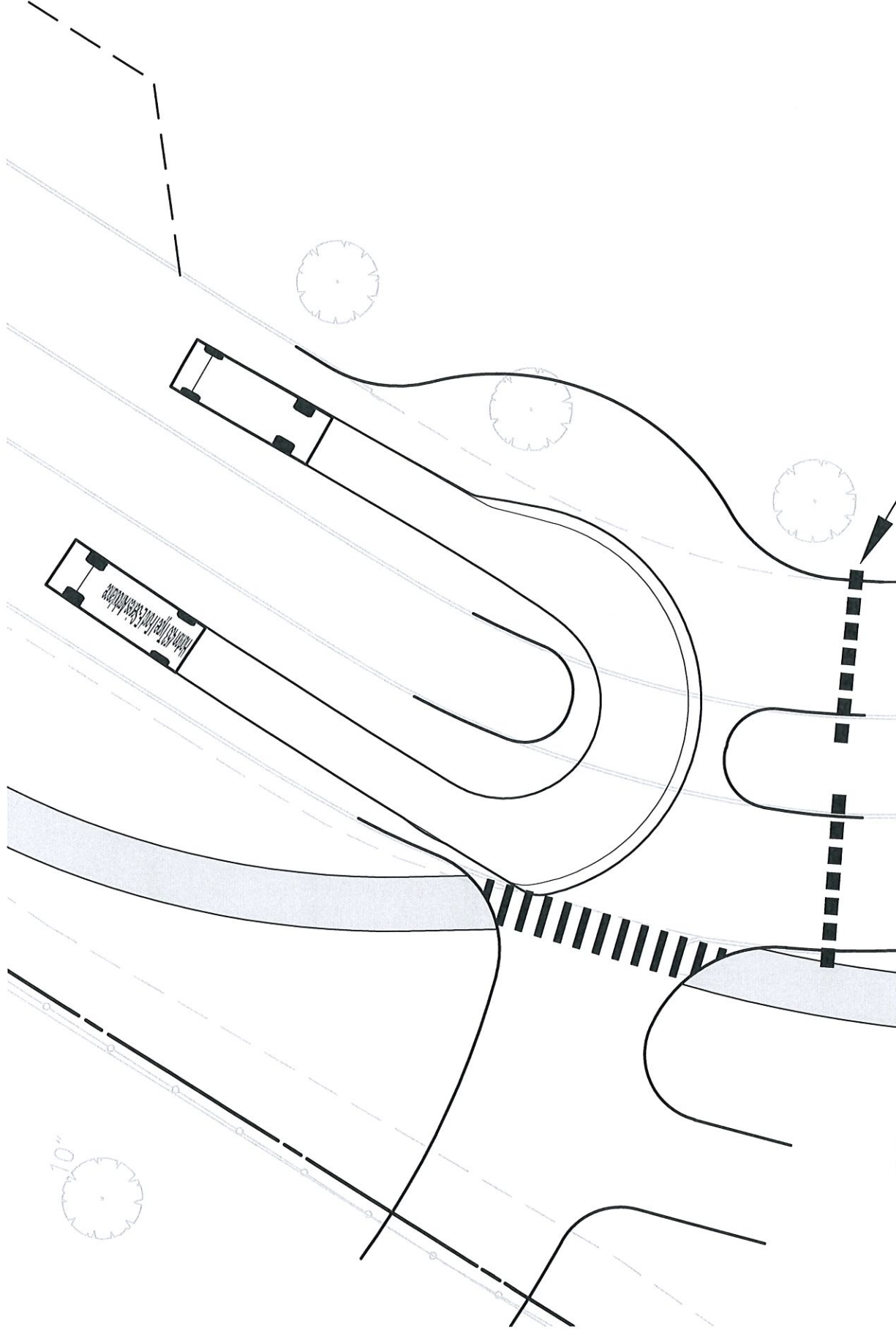




TT-1
Passenger Car
October 11, 2019

Calf Pasture Beach Road
Entrance Improvements
Norwalk, Connecticut

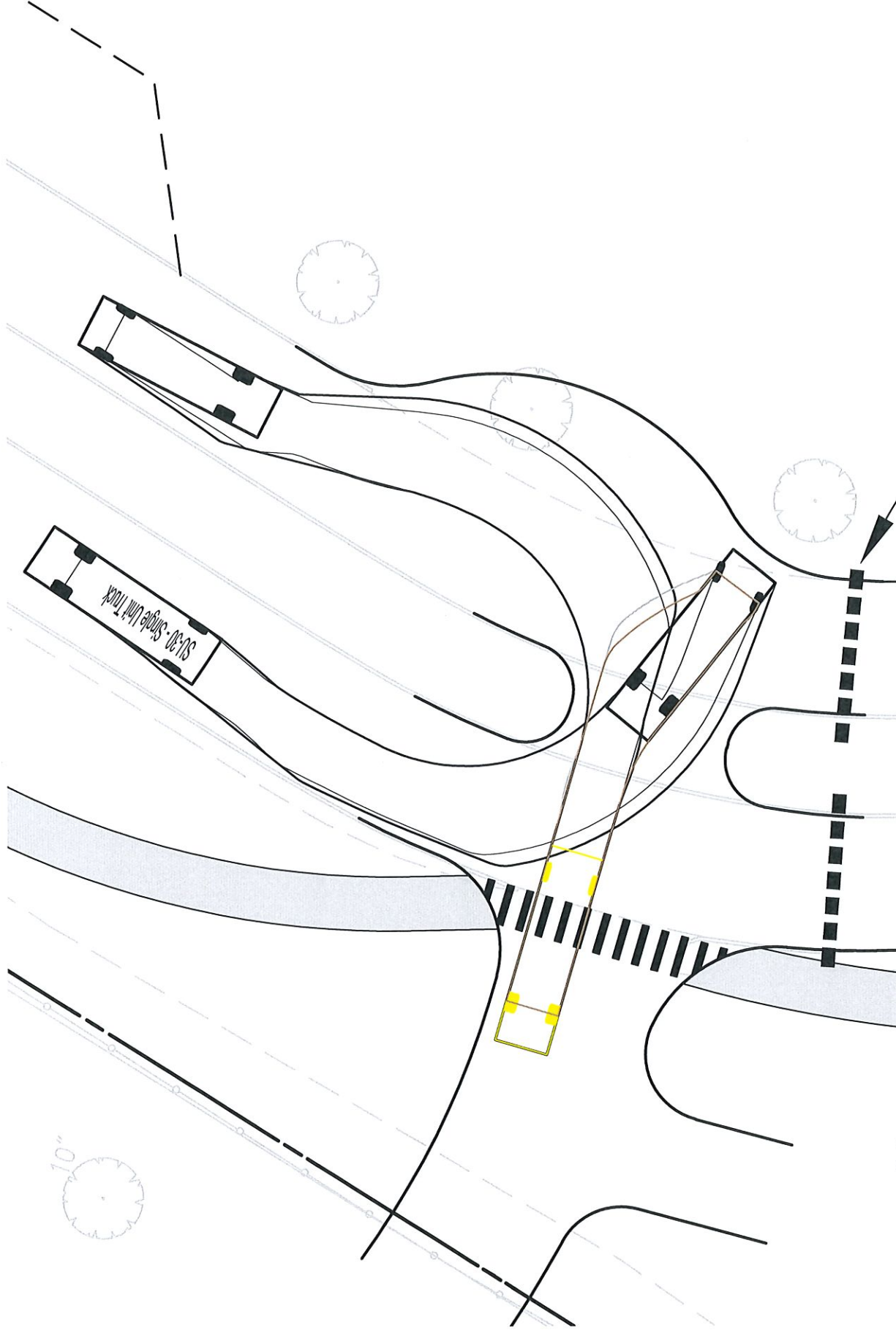




TT-2
Ambulance
October 11, 2019

Calf Pasture Beach Road
Entrance Improvements
Norwalk, Connecticut





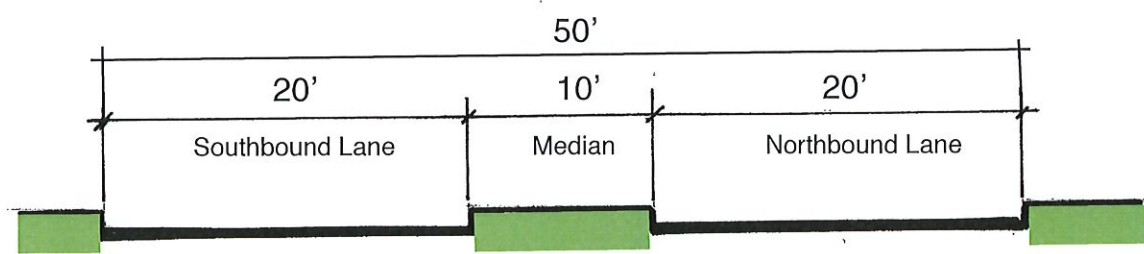
Calf Pasture Beach Road
Entrance Improvements
Norwalk, Connecticut

TT-3
SU-30

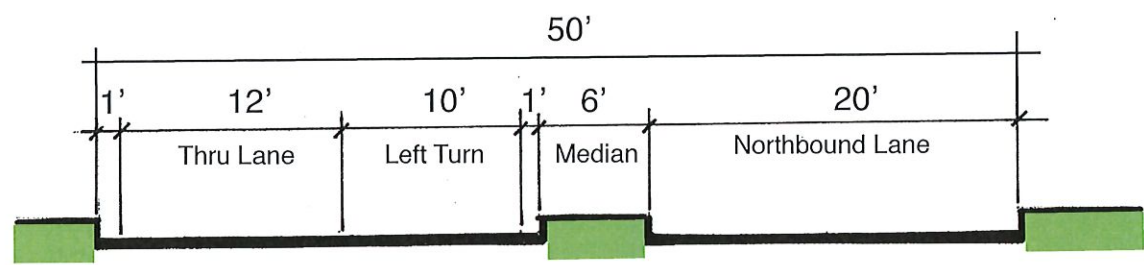
October 11, 2019



Calf Pasture Beach Road Sections

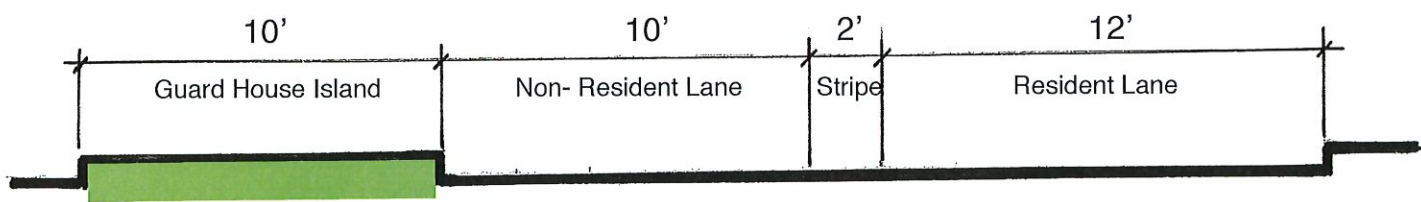


Section A-A



Section B-B

Parking Lot Entrance Drive



Section C-C

Item	Description	Quantity	Unit	Total Including O&P	Estimated Cost
1.00	Municipal Roadway Improvements - City Work				\$ 25,852.03
1.01	Abandoned Roadway	0	S.F.	\$ 3.57	\$ -
1.02	Closed Loop at Round-a-Bout	0	S.F.	\$ 3.57	\$ -
1.03	New Relocated Roadway Section	288	S.F.	\$ 22.72	\$ 6,543.36
1.04	Left Turn Lane (to parking)	0	S.F.	\$ 22.72	\$ -
1.05	New Parking Access (assumes complete reconstruction)	0	S.F.	\$ 22.72	\$ -
1.06	New Parking Exit (assumes complete reconstruction)	0	S.F.	\$ 22.72	\$ -
1.07	Signs, Manual Gates, Incidentals	1	E.A.	\$ 15,000.00	\$ 15,000.00
				Subtotal	\$ 21,543.36
				Contingency (20%)	\$ 4,308.67
				Total Cost	\$ 25,852.03
2.00	NCM Improvements - Gardella Work				\$ 108,456.19
2.01	Three (3) Curb Cuts to Gardella Property (includes median break if required)	3,978	S.F.	\$ 22.72	\$ 90,380.16
				Subtotal	\$ 90,380.16
				Contingency (20%)	\$ 18,076.03
				Total Cost	\$ 108,456.19

Notes:

1. No allowance is included for future Bike Path.
2. No allowance is included for Parking Expansion.
3. No allowance is included/required for relocated Waterfront Access Easement.
4. This cost opinion is based upon available existing conceptual information. No detailed design drawings were available for development of a more detailed cost opinion/estimate.
5. Refer to cost estimate provided for VHB project number 29916.00 for available cost data.

Please note, the cost associated with the various improvements are generally based upon complete reconstruction of areas as shown on the plans. There are numerous opportunities to value engineer the concepts to reduce the necessary construction (minimize access drive widths while locating in a manner that maximizes use of existing pavements). Value Engineering of the improvements in conjunction with nominal reductions in servability could potentially reduce cost of improvements by 40-70%.

Item	Description	Quantity	Unit	Total Including O&P	Estimated Cost
1.00	Municipal Roadway Improvements - City Work				\$ 840,501.79
1.01	Abandoned Roadway	44,943	S.F.	\$	\$ 160,446.51
1.02	Closed Loop at Round-a-Bout	1,513	S.F.	\$	\$ 5,401.41
1.03	Modification to Round-a-Bout	1	E.A.	\$	\$ 100,000.00
1.04	New Relocated Roadway Section	18,467	S.F.	\$	\$ 419,570.24
1.05	Left Turn Lane (to parking)	0	S.F.	\$	\$ -
1.06	New Parking Access (assumes complete reconstruction)	0	S.F.	\$	\$ -
1.07	New Parking Exit (assumes complete reconstruction)	0	S.F.	\$	\$ -
1.08	Signs, Manual Gates, Incidentals	1	E.A.	\$	\$ 15,000.00
				Subtotal	\$ 700,418.16
				Contingency (20%)	\$ 140,083.63
				Total Cost	\$ 840,501.79
2.00	NCM Improvements - Gardella Work				\$ 108,456.19
2.01	Three (3) Curb Cuts to Gardella Property (includes median break if required)	3,978	S.F.	\$	\$ 90,380.16
				Subtotal	\$ 90,380.16
				Contingency (20%)	\$ 18,076.03
				Total Cost	\$ 108,456.19

Notes:

1. No allowance is included for future Bike Path.
2. No allowance is included for Parking Expansion.
3. No allowance is included/required for relocated Waterfront Access Easement.
4. This cost opinion is based upon available existing conceptual information. No detailed design drawings were available for development of a more detailed cost opinion/estimate.
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Please note, the cost associated with the various improvements are generally based upon complete reconstruction of areas as shown on the plans. There are numerous opportunities to value engineer the concepts to reduce the necessary construction (minimize access drive widths while locating in a manner that maximizes use of existing pavements). Value Engineering of the improvements in conjunction with nominal reductions in servability could potentially reduce cost of improvements by 40-70%.

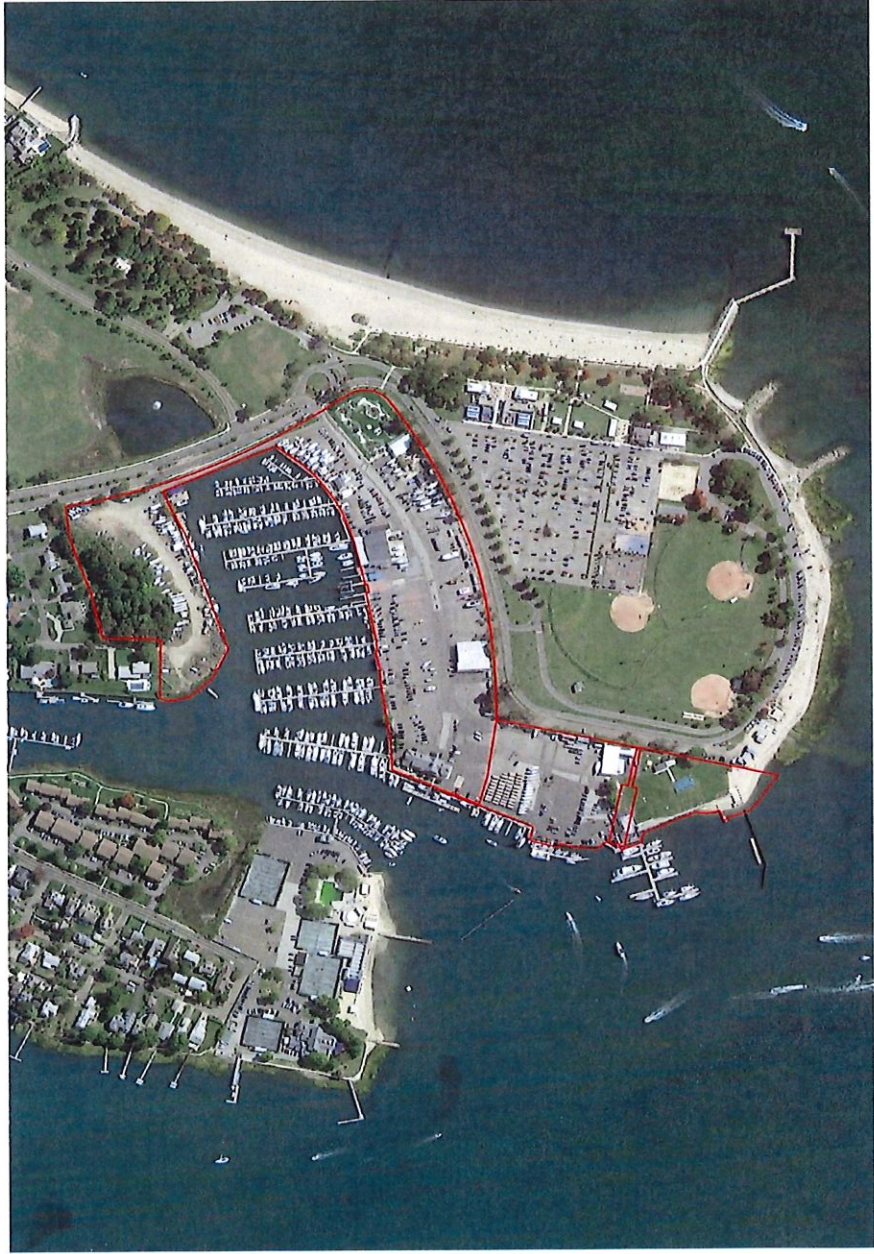
Item	Description	Quantity	Unit	Total Including O&P	Estimated Cost
1.00	Municipal Roadway Improvements - City Work				\$ 705,773.62
1.01	Abandoned Roadway	12,454	S.F.	\$ 3.57	\$ 44,460.78
1.02	Closed Loop at Round-a-Bout	1,513	S.F.	\$ 3.57	\$ 5,401.41
1.03	New Relocated Roadway Section	12,980	S.F.	\$ 22.72	\$ 294,905.60
1.04	Left Turn Lane (to parking)	2,226	S.F.	\$ 22.72	\$ 50,579.26
1.05	New Parking Access (assumes complete reconstruction)	6,309	S.F.	\$ 22.72	\$ 143,347.30
1.06	New Parking Exit (assumes complete reconstruction)	1,516	S.F.	\$ 22.72	\$ 34,450.34
1.07	Signs, Manual Gates, Incidentals	1	E.A.	\$ 15,000.00	\$ 15,000.00
				Subtotal	\$ 588,144.69
				Contingency (20%)	\$ 117,628.94
				Total Cost	\$ 705,773.62
2.00	NCM Improvements - Gardella Work				\$ 108,456.19
2.01	Three (3) Curb Cuts to Gardella Property (includes median break if required)	3,978	S.F.	\$ 22.72	\$ 90,380.16
				Subtotal	\$ 90,380.16
				Contingency (20%)	\$ 18,076.03
				Total Cost	\$ 108,456.19

Notes:

1. No allowance is included for future Bike Path.
2. No allowance is included for Parking Expansion.
3. No allowance is included/required for relocated Waterfront Access Easement.
4. This cost opinion is based upon available existing conceptual information. No detailed design drawings were available for development of a more detailed cost opinion/estimate.
5. Refer to cost estimate provided for VHB project number 29916.00 for available cost data.

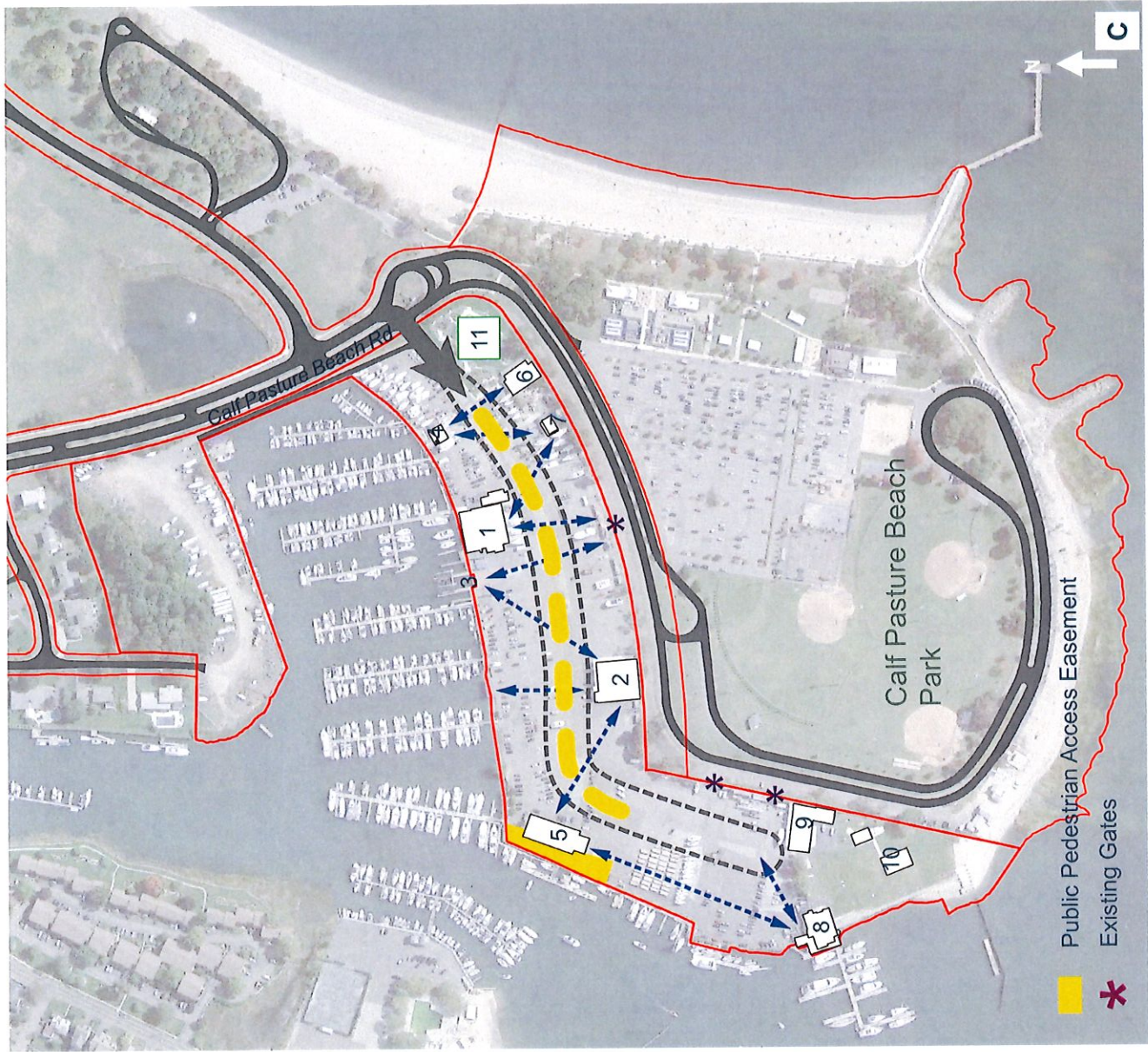
Please note, the cost associated with the various improvements are generally based upon complete reconstruction of areas as shown on the plans. There are numerous opportunities to value engineer the concepts to reduce the necessary construction (minimize access drive widths while locating in a manner that maximizes use of existing pavements). Value Engineering of the improvements in conjunction with nominal reductions in servability could potentially reduce cost of improvements by 40-70%.

Existing Gardella Parcels



Existing Uses

	PROGRAM AREA	PARKING
Full Service Marina	383 slips	390
1. Maintenance/ Repair	5,214 SF	13
2. Maintenance/Repair/Offices	7,100 SF	21
3. Travel Lift		
4. Bath House	814 SF	
5. Ships Store (Retail/Office)	13,280 SF	20
6. Game Arcade Building	3,085 SF	12
7. Office (NE Marine Electronics)	880 SF	3
8. Sunset Grille Restaurant	1,160 SF	31
9. Sound Sailing Center	5,525 SF	23
10. Event Space Functions accommodation 200 -300 guest	2 acres	50
11. Mini Golf	1 acre	19
Total	37,058 SF	582



Conceptual Marina Master Plan

-For Discussion Purposes Only-

Proposed Marina Uses

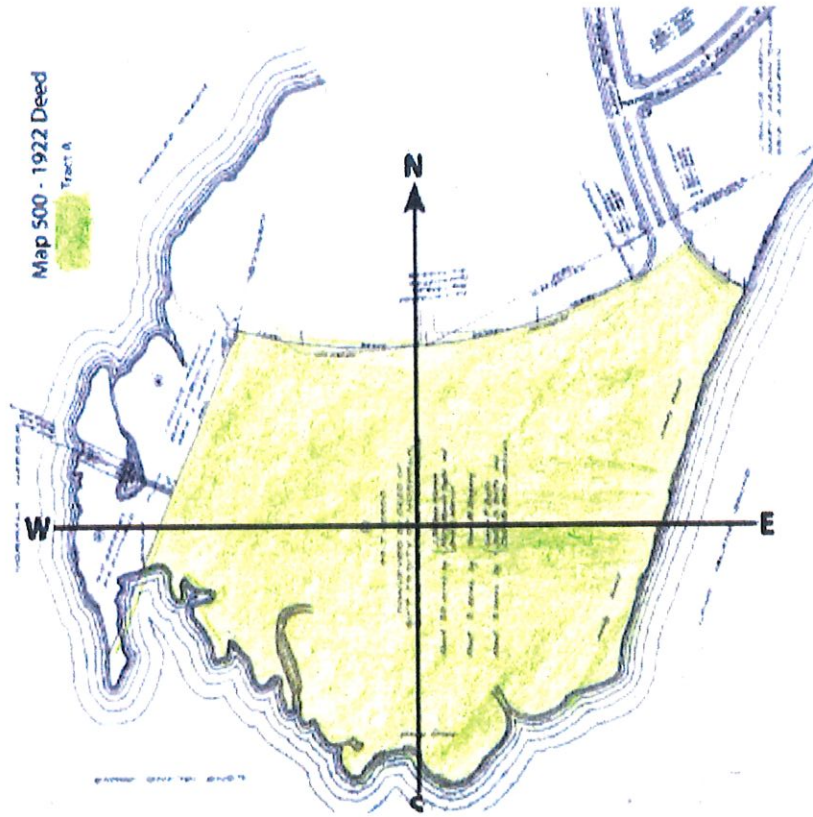
1. Boat Lift
2. Service
3. Paint Shop
4. Outside rack storage
5. Clubhouse

Ancillary Uses



Map 500 - 1922 Deed

Tract A

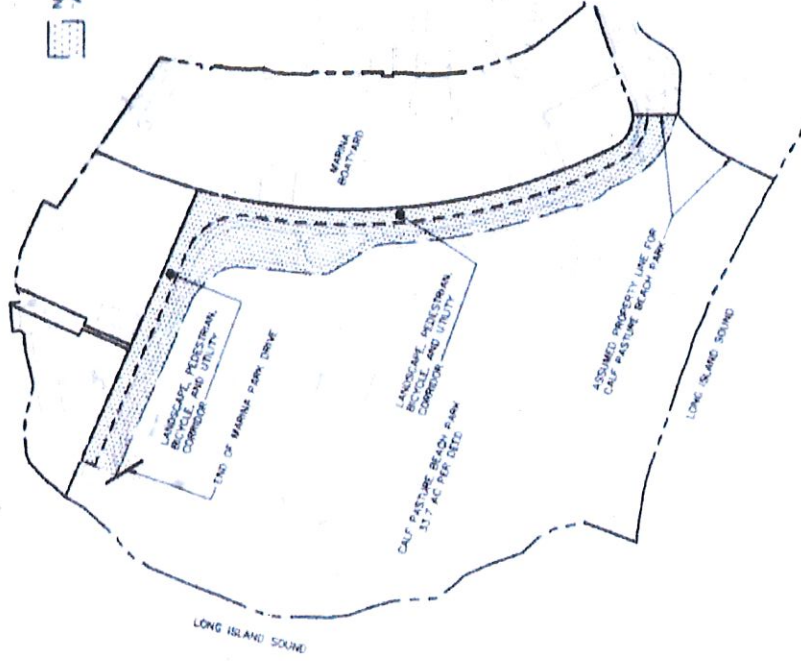


"... The Releasors, however, reserve to themselves and each of them and for the benefit of Reed G. Haviland, and for their and his respective heirs and assigns forever, a right of way over the **Westerly and Northerly sides or portions of tract "A" to said parkway or boulevard for access and egress to and from the respective lands of said parties adjoining tract "A" . . .**"

Quit Claim Deed, J. Wallace Marvin et als to the City of Norwalk dated August 7, 1922, recorded on August 9, 1922 in Volume 177 at Page 324 of the Norwalk Land Records

Exhibit B

NEW RIGHT OF WAY LOCATION
AGREED RIGHT OF WAY



"The City and Gardella agree that the Existing Park Right of Way shall be located within the area labeled as "New Right of Way Location" on a map titled 'Plan Specifying Location of Park Right of Way' prepared by VHB, dated March 1, 2018 which is attached hereto as Exhibit B [the 'Agreed Right of Way']... To the extent that the Existing Right of Way [the 'Agreed Right of Way'] encumbers areas within the westerly portion of the Park and areas within the northerly portion of the Park, not also located within the Agreed Right of Way, those rights are hereby released, extinguished, and terminated."

Proposed EASEMENT AGREEMENT between Gardella Brothers Limited Partnership and the City of Norwalk, Paragraph 2.(a) and (c)