

RETURN DATE: AUGUST 12, 2014 : SUPERIOR COURT
THE WOODBRIDGE LAND TRUST, INC. : J.D. OF NEW HAVEN
VS. : AT NEW HAVEN
RANDY KAOUD and SALWA KAOUD : JULY 7, 2014

COMPLAINT

FIRST COUNT (Common Law Trespass)

1. The Woodbridge Land Trust Incorporated, (“The Land Trust”) is a non-profit land holding organization and a Connecticut non-stock corporation with its principal place of business in Woodbridge, Connecticut.
2. The Defendants, Randy Kaoud and Salwa Kaoud (“the Kaouds”) are individuals who reside in Woodbridge, Connecticut.
3. The Land Trust is the owner of certain real property (“the Property”) in Woodbridge, Connecticut as shown on a Property Survey Plan dated July 9, 1998, prepared by Angus W. McDonald/Gary Sharpe and Associates, Inc. The Property is also clearly described in Exhibit A.
4. The Kaouds own property which abuts the Property.
5. For many years, the Kaouds have trespassed upon a portion of the Property by clearing said portion of the Property and constructing retaining walls.
6. Despite demand, the Kaouds have refused to discontinue their unauthorized use of a portion of the Property.
7. As a result of the trespass, the Land Trust has suffered damages.
8. The continuing trespass represents irreparable harm to the Land Trust for which there is no adequate remedy at law. Accordingly, the Land Trust is entitled to a permanent injunction against the Kaouds from further trespass upon the Property.

SECOND COUNT (Conn. Gen. Stat. § 52-560(a))

1-8. The Plaintiff hereby realleges and reincorporates ¶¶ 1 – 8 as if fully set forth herein.

9. The Property is open space land as defined in Conn. Gen. Stat. §52-560(a).

10. The Kaouds have encroached upon the Property in violation of Conn. Gen. Stat. §52-560a(b).

11. The Land Trust is entitled to recover the costs of restoration of the Property, including management fees pursuant to Conn. Gen. Stat. §52-560a(c).

12. The Land Trust is entitled to recover reasonable attorney's fees and costs pursuant to Conn. Gen. Stat. §52-560a(c).

13. The Land Trust is entitled to a permanent injunction preventing further encroachment by the Kaouds pursuant to Conn. Gen. Stat. §52-560a(c).

14. The Land Trust is entitled to five times the cost of restoration pursuant to Conn. Gen. Stat. §52-560a(d).

THIRD COUNT (Quiet Title)

1 - 14. The Plaintiff hereby realleges and reincorporates ¶¶ 1 – 14 as if fully set forth herein.

15. The Plaintiff acquired the Property by means of a Quit Claim Deed from Cleft Rock Farm, Inc. to The Woodbridge Conservation Trust, Incorporated (now known as The Woodbridge Land Trust, Inc.) dated February 17, 1970 and recorded in Volume 92 Page 647 of the Woodbridge Land Records.

16. The Kaouds may claim ownership by adverse possession or an easement by prescription concerning a portion of the Property. To the extent that any such claim concerns activity after May 27, 1999, it is barred by Conn. Gen. Stat. §47-27(b).

17. Pursuant to Conn. Gen. Stat. §47-31, this Court may determine the ownership of the Property.

18. Pursuant to Conn. Gen. Stat. §47-31, the Court should determine that Plaintiff is the sole owner of the Property.

WHEREFORE, the Plaintiff claims:

- a. Damages;
- b. Pursuant to Conn. Gen. Stat. § 52-560a(c), a permanent injunction preventing further trespass upon the Property and requiring the restoration of the Property;
- c. Pursuant to Conn. Gen. Stat. § 52-560a(d), five times the costs of restoration, including management fees;
- d. Pursuant to Conn. Gen. Stat. § 52-560a(c) attorney's fees and costs;
- e. Pursuant to Conn. Gen. Stat. § 52-560a(c), statutory damages of \$5,000.00;
- f. Pursuant to Conn. Gen. Stat. § 47-31, declaratory judgment declaring that Plaintiff is the sole owner of the Property; and
- e. Such legal or equitable relief as the Court may deem appropriate.

THE WOODBRIDGE LAND TRUST, INCORPORATED

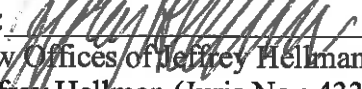
By: 
Law Offices of Jeffrey Hellman, LLC
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New Haven, CT 06510
Tel. 203-691-8762
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jeff@jeffhellmanlaw.com

EXHIBIT A

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I do hereby certify this to be a true copy of
the document recorded in the Woodbridge
Land Records, Dated at Woodbridge, Ct.
this 23rd Date of June 20 17

Stephanie Chiarleglio
Stephanie Chiarleglio, Town Clerk

QUIT CLAIM

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That Cleft Rock Farm, Inc., a corporation organized and existing under the laws of the State of Connecticut, located and having its principal place of business in the Town of Woodbridge, County of New Haven and State of Connecticut, for the consideration of One Dollar and other valuable considerations, but less than One Hundred Dollars, received to its full satisfaction of The Woodbridge Conservation Trust, Incorporated, a corporation organized and existing under the laws of the State of Connecticut, without capital stock, located in the Town of Woodbridge, County of New Haven and State of Connecticut, whose mailing address is c/o Rev. George M. Milne, Newton Road, Woodbridge, Connecticut, do remise, release and forever Quit Claim unto the said The Woodbridge Conservation Trust, Incorporated, and unto its successors and assigns forever, all the right, title, interest, claim and demand whatsoever as it, the releasor, has or ought to have in or to that certain piece or parcel of land, with all the improvements thereon, situated in the Town of Woodbridge, County of New Haven and State of Connecticut, bounded and described as follows:

Northerly by Indian Trail Road, 108 feet, more or less;

Southeasterly by the curved line of Lot 36 as shown on a Map of Cleft Rock Farm, Inc. Section 1, Woodbridge, Conn., scale 1"=100' March 1961, revised to April 1968, on file in the Woodbridge Town Clerk's office, having a radius of 25 feet for a distance of 35.10 feet;

Easterly by Lot #36 as shown on said map hereinbefore referred to, now or formerly of R. Douglass Allen and Janet R. Allen, 349.43 feet;

Easterly again by land of Woodbridge Park Association, Inc., 895 feet, more or less;

Southerly in part by land now or formerly of Grove Hill Properties, Inc. and in part by land now or formerly of one Cannon in all, 1290 feet, more or less;

Westerly by land now or formerly of one Bassett, 285 feet, more or less;

Northerly by land now or formerly of G. Beecher Hogan and Carolyn C. Hogan, 1100 feet, more or less;

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Westerly again by land now or formerly of C. Beecher Hogan and Carolyn C. Hogan, 612 feet, more or less;
Westerly again by lot #35 as shown on said map first hereinabove referred to, 335 feet;
Southwesterly by said lot #35 as shown on said map first hereinabove referred to, being a curved line having a radius of 25 feet for a distance of 43.36 feet.

The above described premises are set forth as Lot #38 on a map entitled "Cleft Rock Farm, Inc., Section 1, Woodbridge, Conn., scale 1"=100' March 1961; addition May 1962; addition July 1964; revision of drainage right of way September 1964; addition and revision November 1965 of Lots 9, 13-19 inclusive; addition and revision March 1966 of Lots 9, 18-25 inclusive; revise Lots 18, 19, 24, 25, July 1966; add Lots 26-37 inclusive April 1967; revise Lots 33, 34, 35, add Lot 38 April 1968; Ralph A. Spang, Registered Land Surveyor, " on file in the Woodbridge Town Clerk's office, and being the same map referred to in the above description.

The grantor herein, its successors and assigns, and C. Beecher Hogan and Carolyn C. Hogan, the grantors in a deed from C. Beecher Hogan and Carolyn C. Hogan to The Woodbridge Conservation Trust, Incorporated, their heirs and assigns, do hereby agree with each other, that the above described premises, and the premises described in said deed from C. Beecher Hogan and Carolyn C. Hogan to said The Woodbridge Conservation Trust, Incorporated, shall always be considered as one parcel of land, and shall be conveyed and transferred only in accordance with the agreements and conditions set forth in this deed and in said deed from said C. Beecher Hogan and Carolyn C. Hogan to The Woodbridge Conservation Trust, Incorporated, both of even date herewith.

Said premises are conveyed subject to the following restrictions, conditions and agreements which are imposed thereon to run with the land as follows:

1. Said premises shall be used solely and wholly for conservation purposes.
2. Said premises shall forever remain in its natural state and condition, except for such improvement as may be considered suitable for conservation purposes only, such as removing objects from the stream flowing through said premises, removing all hazardous trees and such combustible material as may be detrimental to the premises, and which may be considered a fire hazard.
3. No building of any kind, residential, commercial, or educational other than a maintenance shed shall ever be constructed on said premises.
4. No public picnicking areas, play fields, roads or other appurtenances shall be constructed on said premises.
5. Tree trimming, maintenance of streams flowing through said premises and maintenance of the premises in general shall be done in keeping with good conservation practices.
6. No vehicles of any kind shall be permitted on said premises nor shall any part of said premises be used for automotive traffic, except for the maintenance of said premises and in the event of emergencies.

It is agreed between the parties hereto that in the event The Woodbridge Conservation Trust, Incorporated shall cease to exist, or in the event it shall desire to divest itself of the title to said premises, then and in that event, the title to the above described premises shall vest in Woodbridge Park Association, Inc., a corporation organized and existing under the laws of the State of Connecticut, and located in the Town of Woodbridge, County of New Haven and State of

No Conveyance Tax collected

Michael T. Hogan, Esq.
 Town Clerk of Woodbridge

Connecticut, and in such event, proper deeds of conveyance to Woodbridge Park Association, Inc. shall be executed by said The Woodbridge Conservation Trust, Incorporated, if so required.

In the event title vests in Woodbridge Park Association, Inc., as hereinbefore provided, and in the event said Woodbridge Park Association, Inc. ceases to exist, or desires to divest itself of the title to said premises, then and in that event, title to the above described premises shall vest in The Nature Conservancy of Connecticut, Inc., a corporation organized and existing under the laws of the State of Connecticut, and located in the Town and County of New London and State of Connecticut, and in such event, proper deeds of conveyance to The Nature Conservancy of Connecticut, Inc. shall be executed by the Woodbridge Park Association, Inc., if so required.

In the event title vests in The Nature Conservancy of Connecticut, Inc. as hereinbefore provided, and in the event said The Nature Conservancy of Connecticut, Inc. ceases to exist, or desires to divest itself of the title to said premises, then and in that event, title to the above described premises shall vest in the Town of Woodbridge, a municipal corporation located in the County of New Haven and State of Connecticut, and in such event, proper deeds of conveyance to the Town of Woodbridge shall be executed by said The Nature Conservancy of Connecticut, Inc. if so required.

Said premises are conveyed subject to drainage rights of way, flowage rights, restrictions, easements and agreements above set forth; a grant of a right of way from Cleft Rock Farm, Inc. to C. Beecher Hogan and Carolyn C. Hogan dated February 17th, 1970; a grant from Cleft Rock Farm, Inc. to Woodbridge Park Association, Inc. dated February 17th, 1970; and, current taxes.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Releasee, and unto its successors and assigns forever, so that neither the Releasor, nor its successors or assigns, nor any other person under it or them shall hereafter have any claim, right or title in or to the premises, or any part thereof; but therefrom it is and they are by these presents forever barred and secluded.

IN WITNESS WHEREOF On this 17th day of February, 1970, said Corporation, Cleft Rock Farm, Inc. hath caused this deed to be executed and delivered, and its corporate seal to be hereto affixed in its behalf by Russell B. Stoddard, its Treasurer, who is duly authorized and empowered.

Signed, sealed and delivered

in the presence of:

Nathan Passell
Nathan Passell

Barbara Suello
Barbara Suello

CLEFT ROCK FARM, INC.
BY Russell B. Stoddard
Russell B. Stoddard
its Treasurer



STATE OF CONNECTICUT,)
 COUNTY OF NEW HAVEN.) ss. New Haven, February 17, 1970

Personally appeared, Russell B. Stoddard, Treasurer as aforesaid, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as said Treasurer, and the free act and deed of said Corporation, Cleft Rock Farm, Inc., before me,

Received for Record Feb. 24, 1970
 at 9h 34m A.M. and recorded by
Mabel K. Hayes
 Ass't. Town Clerk

Nathan Russell
 Nathan Russell
 Notary Public

For Recording - *NR*

Form 668 (REV. 8-67)		U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE NOTICE OF FEDERAL TAX LIEN UNDER INTERNAL REVENUE LAWS			For Optional Use By Recording Office
DISTRICT Hartford		SERIAL NO. NH 70-611			Received for Record Feb. 20, 1970 at 11h 45m A.M. and recorded by <i>Mabel K. Hayes</i> Ass't. Town Clerk
Pursuant to the provisions of Sections 6321, 6322, and 6323 of the Internal Revenue Code, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is a lien in favor of the United States upon all property and rights to property belonging to said taxpayer.					
NAME OF TAXPAYER Richard Kennedy & Son Construction Co. Inc.					
RESIDENCE Park Lane, Woodbridge, Connecticut 06525					
CLASS OF TAX (Tax Return Form No.) (a)	PERIOD ENDED (b)	ASSESSMENT DATE (c)	IDENTIFYING NUMBER (d)	UNPAID BALANCE OF ASSESSMENT (e)	
941	06-30-69	09-26-69	06-0839620	2,015.34	
PLACE OF FILING Town Clerk, Woodbridge, Connecticut				TOTAL	\$ 2,015.34

WITNESS my hand at New Haven, Connecticut, on this, 20th day of February, 19 70

SIGNATURE *Alda Mettler* TITLE Revenue Officer

NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien G.C.M. 26419, C.B. 1960-51, 125.

PART 1--To be retained by recording office

RELEASED
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