

DOCKET NO.: FBT-CV21-6110936-S : SUPERIOR COURT
JRB HOLDING CO LLC : J.D. OF FAIRFIELD
V. : AT BRIDGEPORT
STRATFORD INLAND WETLANDS AND
WATERCOURSES COM'N : MAY 26, 2023

STIPULATED JUDGMENT

1. The Plaintiff withdraws the appeal pending with this court docket CV-21-6110936.
2. The Plaintiff submits the settlement agreement as part of this judgment attached as Ex A.
3. The court approves the Wetlands approval of a 4-lot subdivision of Peters Lane on December 21, 2022.
4. The Court approves the Peters Lane zoning approval of a 4-lot subdivision approved on February 21, 2023.
5. The Court approves the recorded subdivision map for Peters Lane as Map#4058.
6. The Court approves the conveyance of one lot for open space to the Town of Stratford by deed.

THE PLAINTIFF

BY: /s/ 302481

STEPHEN R. BELLIS
The Pellegrino Law Firm, P.C.
475 Whitney Ave.
New Haven, CT 06511
(203) 787-2225
Juris #45876

CERTIFICATION OF SERVICE

I hereby certify that a copy of the foregoing was or will immediately be mailed or delivered electronically or non-electronically on this 26th day of May, 2023 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were or will immediately be electronically served.

Patricia C. Sullivan, Esq.
Cohen & Wolf, P.C.
P.O. Box 1821
Bridgeport, CT 06601
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Alter & Pearson, LLC
701 Hebron Avenue
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Glastonbury, CT 06033
csmith@alterpearson.com

/s/ 302481

STEPHEN R. BELLIS

EXHIBIT A

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made as of the last date executed by any signatory hereto (the "Effective Date") by and between Blue Bird Prestige, Inc. ("Blue Bird"), JRB Holding Company, LLC ("JRB"), Rogalis, LLC ("Rogalis"), 500 North Avenue, LLC ("500 North"), Majestic Management, LLC ("Majestic"), Success, Inc. ("Success"), ComLink, Inc. ("ComLink") and Gus Curcio (all of the above collectively, the "Curcio Parties"); and the Town of Stratford ("Town") and are jointly referred to herein as "The Parties."

RECITALS:

1. Blue Bird Prestige, Inc. ("Blue Bird") is a Connecticut company with a principal place of doing business at 520B Success Avenue, Bridgeport, Connecticut which presently owns real property known as 170 Oronoque Lane, Stratford, Connecticut;
2. JRB Holding Co., LLC ("JRB") is a Connecticut company with a principal place of doing business at 520B Success Avenue, Bridgeport, Connecticut which presently owns ten (10) acres known as 500 Peters Lane and fifteen (15) acres known as 795 James Farm Road, Stratford, Connecticut;
3. Rogalis, LLC ("Rogalis") is a Florida company with a principal place of business at 30132 Tavares Ridge Boulevard, Tavares, Florida 32778 which has a contract to purchase the Blue Bird real property located and known as 170 Oronoque Lane, Stratford, Connecticut;
4. 500 North Ave., LLC ("500 North") is a Connecticut company with a principal place of business at 520B Success Avenue, Bridgeport, Connecticut which formerly owned real property known as 795 James Farm Road, Stratford, Connecticut and commenced litigation against the Town with regard to a zoning application to develop that real property.

5. Majestic Management, LLC ("Majestic") is a Connecticut company with a principal place of business at 520B Success Avenue, Bridgeport, Connecticut. Majestic paid sums to the Town on behalf of Rolling Thunder II, the applicant of a zoning application with the Town for real property known as 382-Ferry Boulevard, Stratford, Connecticut.

6. Success, Inc. ("Success") is a Connecticut company with a principal place of business at 520B Success Avenue, Bridgeport, Connecticut.

7. Comlink, Inc. ("Comlink") is a Connecticut company with a principal place of business at 520B Success Avenue, Bridgeport, Connecticut which desires to construct an affordable housing development under Conn. Gen. Stat. §8-30g at real property known as 520 Success Avenue, Stratford, Connecticut.

8. 500 North, Blue Bird, JRB, Rogalis, and Success have the following lawsuits pending against the Town of Stratford:

A. Town of Stratford v. 500 North Avenue, et al, FBT-CV19-6087163-S
(Plaintiff foreclosure against Defendant for failure to pay real estate taxes since 2009; see also AC 44905 and AC45374)

B. Blue Bird Prestige, Inc. v. Town of Stratford, FBT-CV19-6091544S
(Plaintiff claim for vexatious litigation pursuant to C.G.S. §52-568 and common law for denial of IWWC application at 170 Oronoque Lane; see FBT-CV18-6080852-S)

C. Blue Bird Prestige, Inc. v Town of Stratford Inland Wetlands and Watercourse Commission, et al, FBT-CV20-6094649 (Plaintiff appealed from IWWC denial of request for extension of permit granted on August 18, 2018; see AC45290)

D. Blue Bird Prestige, Inc. v Town of Stratford Zoning Commission, et al, FBT-CV19-6088724-S (Plaintiff brought a mandamus action against Town and Jay

Habansky to issue a building permit, revoke a time limitation and acknowledge Special Case recorded on land records; see AC45300)

E. JRB Holding Company, LLC v. Stratford Inland Wetlands Commission, a/k/a Inland Wetlands and Watercourses Commission of the Town of Stratford, Connecticut, FBT-CV21-6110936-S (Plaintiff appealed denial of IWWC application for 500 Peters Lane)

F. 500 North Avenue, LLC v. Town of Stratford Zoning Commission, HHD-CV18-6097370-S (Plaintiff appeal of Zoning Commission denial to build 116 affordable housing units at 795 James Farm Road; see AC210029)

G. Blue Bird Prestige, Inc. v. Stratford Inland Wetlands and Watercourses Commission, et al, FBT-CV18-6080852-S (Plaintiff appeal from June 29, 2019 denial of IWWC for affordable housing development at 170 Oronoque Lane; see FBT-CV19-6091544-S)

H. Town of Stratford v. 500 North Avenue, LLC, et al, AC 44905, (Defendant's appeal from Superior Court decision on a judgement of foreclosure by sale; see FBT-CV19-6087163-S)

I. Blue Bird Prestige, Inc. v. Stratford Zoning Commission, et al, FBT-CV19-6087046-S, (Plaintiff's appeal from Zoning Commission denial of an 11 unit development at 170 Oronoque Lane)

J. 500 North Avenue, LLC v. Town of Stratford Zoning Commission, AC210029 (Defendant's appeal from Superior Court decision; see HHD-CV18-6097370-S)

K. Success, Inc. v. Town of Stratford, HHB-CV20-6064584-S (Plaintiff filed an appeal to contest real property tax assessment against property known as 520 Success Avenue)

TERMS

In agreement upon and in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Parties, with the intent to be legally bound, agree as follows:

1. Settlement Payments.

(a) The Town shall pay to JRB the sum of One Million Three Hundred Eighty Five Thousand and 00/100 Dollars (\$1,385,000.00) in three payments over two years as follows: the initial payment in the amount of Six Hundred Eighty Five Thousand (\$685,000.00) which shall be delivered to the law offices of Kevin Kelly & Associates, P.C., 2505 Main Street, Suite 221, Stratford, CT 06615 upon final approval of this Agreement by the Town Inland Wetlands and Watercourse Commission ("TWWC"), Town Planning Commission ("PC") and the Town Zoning Commission ("ZC") (hereinafter collectively the "Town Commissions") to hold in escrow. No later than the 31st day following the final Court's mailing of notice of the decree/order approving this settlement, Kevin Kelly & Associates, P.C. shall distribute to JRB the amount of Five Hundred Thousand (\$500,000.00) and at the same time shall distribute to the Town the amount of One Hundred Eighty Five Thousand (\$185,000.00) as payment of JRB's outstanding real property taxes and all tax liens on real property known at 795 James Farm Road as described in Tab 1, the date of said payment shall be known as the "Payment Date"; then annually thereafter the Town shall distribute Three Hundred Fifty Thousand (\$350,000.00) on the first anniversary of the Payment

Date and Three Hundred Fifty Thousand (\$350,000.00) on the second anniversary of the Payment Date directly to JRB. Time shall be of the essence with regard to such payments.

(b) In exchange for said payment, and on the Payment Date, JRB shall convey real property to the Town by Warranty Deed, for open space which is a portion of 795 James Farm Road, Stratford, Connecticut, and a portion of 500 Peters Lane, Stratford, Connecticut, the property descriptions are attached hereto at Tab 1.

(c) JRB will prepare a subdivision map with three (3) conforming building lots along 795 James Farm Road, Stratford Connecticut, which shall be deed restricted to prohibit development of the subject property for multi-family or commercial purposes. No wetlands approvals are required because there are no wetlands on the property however, it will be referred to IWWC as per Connecticut Statute within thirty (30) days of signing this agreement. All parties agree that the filing of the application for the three (3) conforming building lots will not be a waiver of the 116 units approved by the Court. The proposed lots are attached at Tab 2.

(d) Notwithstanding the foregoing, 500 North Avenue LLC shall not be deemed to have waived its rights to proceed under the approval obtained in the Superior Court (and appealed by the Town) as detailed in Paragraph J. hereinabove, unless and until the Town executes this Agreement and makes the initial \$500,000.00 payment to JRB as provided in Paragraph 1 (a) hereinabove.

(e) Notwithstanding anything else provide for herein, no payments will be accepted by Curcio Parties and no properties will be conveyed to the Town unless and until final approvals have been obtained for the proposed development of 795 James Farm Road, 500 Peters Lane and 170 Oronoque Lane, which developments are described hereinafter in this Agreement in Paragraphs Numbers 1 (c), 2 and 3.

(f) The approval of the three (3) conforming building lots at 795 James Farm Road is a material term in this Agreement and should any of the proposed lots not be approved then that would render the entire Agreement void.

2. 500 Peters Lane, Stratford Connecticut

JRB and the Town will settle wetlands appeal for three (3) conforming building lots along 500 Peters Lane and a conveyance of the balance of the property to the Town by Warranty Deed (CV21-6110936) and will advise the Court of settlement within thirty (30) days of signing this agreement and request a settlement hearing. JRB will then prepare and file an application to submit to the Town Planning Commission for a plan to develop a three (3) lot subdivision at 500 Peters Lane, Stratford, Connecticut. The proposed lots are attached at Tab 3.

(a) The approval of the three (3) conforming building lots at 500 Peters Lane is a material term in this Agreement and should any of the proposed lots not be approved then that would render the entire Agreement void.

3. 170 Oronoque Lane, Stratford Connecticut

Blue Bird and the Town agree to settle the Appellate Court appeals AC45290 and AC45300 and will advise the Court of settlement within thirty (30) days of signing this agreement and request a settlement hearing. Blue Bird will submit the settlement plans to the Town IWWC and Zoning Commissions for approval of the twenty (20) unit development at 170 Oronoque Lane, Stratford, Connecticut with eighteen (18) units at fair market value and two (2) units at eighty percent (80%) income threshold affordable. The proposed development is attached at Tab 4.

(a.) The approval of the twenty (20) unit development with two (2) affordable units at 170 Oronoque Lane is a material term in this Agreement and should any of the proposed lots not be approved as agreed then that would render the entire Agreement voidable by either party.

4. 382 Ferry Boulevard, Stratford, Connecticut

The Town provided documentation to Majestic Management regarding payments Majestic made to the Town for zoning applications to develop 382 Ferry Boulevard. In the event that Majestic can provide additional documentation and evidence to show it paid \$15,635 in zoning application fees to the Town, but for which no public hearing or determination was made, then reimbursement shall be made to Majestic Management.

5. 520 Success Avenue, Stratford, Connecticut

Comlink, Inc. will prepare and submit an affordable housing development subject to Conn. Gen. Stat. §8-30g to the Town Zoning Commission and Town Inland Wetlands and Watercourses Commission for property known as 520 Success Avenue in Stratford, Connecticut. Comlink shall designate all affordable housing units as defined by Conn. Gen. Stat. §8-30g in the portion of the development on the subject real property which is located with the geographic boundary of the Town of Stratford. Said application must be submitted to the Town Commissions before the second anniversary of the Payment Date. Success, Inc. and Town of Stratford agree to settle the tax assessment appeal (HHB-CV20-6064584-S) prior to the Payment Date.

6. Wherever affordable housing is referenced in this Agreement, it is agreed that any affordable housing applications or developments provided for herein shall not be affected in any

manner by the future passing or establishment of any moratoriums for affordable housing applications or developments.

General Release by the Curcio Parties. In consideration of the Settlement Payments and the other covenants and agreements of The Parties set forth in this Agreement, the Curcio Parties, and each of them, hereby releases, remises, and forever discharges the Town and each of their respective agents, heirs, assigns, administrators, representatives, attorneys, employees, members, officers, directors, and successors (collectively, the "Town Releasees"), of and from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, damages (including, but not limited to, punitive, contractual, extra-contractual and/or consequential damages), and any and all claims, demands, and liabilities whatsoever, of every kind and nature, both at law and in equity, whether arising under common law or by statute, for damages, indemnity, contribution, costs, expenses, fees, or recovery in any way arising out of or relating to any act, omission, event, occurrence, or circumstance prior to the Effective Date, including, without limitation, any and all claims asserted or which could have been asserted in the above referenced litigation and any and all dealings between the Curcio Parties and the Town.

General Release by the Town. In consideration of the covenants and agreements of the Curcio Parties set forth in this Agreement, the Town hereby release, remise, and forever discharge the Curcio Parties and each of them, and each of their respective agents, heirs, assigns, administrators, representatives, attorneys, employees, members, officers, directors and successors (collectively, the "Curcio Party Releasees") of and from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, damages (including, but not limited to, punitive, contractual,

extra-contractual and/or consequential damages), and any and all claims, demands, and liabilities whatsoever, of every kind and nature, both at law and in equity, whether arising under common law or by statute, for damages, indemnity, contribution, costs, expenses, fees, or recovery in any way arising out of or relating to any act, omission, event, occurrence, or circumstance prior to the Effective Date, including, without limitation, any and all claims asserted or which could have been asserted in the litigation and any and all dealings between the Curcio Parties and the Town.

6. Withdrawal of All Claims in the Litigation. Within five (5) business days of the Payment Date under this Agreement, (a) the Curcio Parties shall file a withdrawal with prejudice of all claims, actions, and appeals which any of those parties has asserted and may still be pending in all litigation and (ii) any other pending matters to which any of the Town and/or any of its agents, employees, officers is a party and (b) the Town shall file a withdrawal with prejudice of all claims, actions, and appeals which they have asserted and may still be pending in the litigation and (ii) any other pending matters to which any of the Curcio Parties are a party, each withdrawal to be with prejudice and with each party to bear his, her, or its own costs and fees.

7. Hold Harmless and Indemnification.

a) The Curcio Parties (together, the "Indemnitors"), jointly and severally, agree to indemnify and hold harmless the Town Releasees for any loss, cost, or expense (including legal fees) incurred, suffered, or sustained as a result of (i) any breach of this Agreement by any of the Curcio Parties; and (ii) any of the Curcio Parties bringing or participating in any future proceedings, development, zoning or land use and litigation against the Town, with regard to the above referenced properties, except as otherwise provided for herein.

b) The Town agrees to indemnify and hold harmless each of the Curcio Party Releasees for any loss, cost, or expense (including legal fees) incurred, suffered, or sustained as a result of any breach of this Agreement by the Town.

8. Adequate Consideration. The Parties acknowledge and agree that the Settlement Payments and mutual promises received by them pursuant to this Agreement constitute full, fair, and adequate consideration.

9. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, The Parties and their respective heirs, successors, agents, legal counsel, assigns, predecessor, successor, and affiliated companies and entities, if any, and their respective present and former officers, directors, employees, agents, independent contractors, brokers, stockholders, successors, assigns, partners, representatives, attorneys, insurers, and reinsurers, and any and all other persons or entities in any way connected with The Parties' respective services and affairs.

11. No Admission of Liability. The Parties warrant and represent that they have entered into this Agreement as a full and complete settlement of, and as a complete compromise of, any and all claims asserted by and between the Curcio Parties and the Town, or which could have been asserted by and between the Curcio Parties and the Town, in the litigation or in any legal forum, with respect to any dealings between the Curcio Parties and the Town prior to the Effective Date of this Agreement, and that nothing herein shall be construed as an admission of liability by the Town or by the Curcio Parties, such liability being expressly disputed and denied.

12. Representation by Counsel. The Parties acknowledge that they have been represented by an attorney of their choosing in connection with this Agreement; that the full import of all of the provisions of this Agreement has been explained to them by their respective attorneys;

that they entered into this Agreement knowingly, intelligently, and voluntarily; and that all of the provisions of this Agreement are acceptable to them and are fully agreed to and understood.

13. Entire Agreement. This Agreement constitutes the entire and exclusive agreement between and among The Parties on the matters set forth herein, and any and all prior or contemporaneous agreements, understandings, promises, representations, warranties, and covenants, whether written or oral, and whether express, implied, or apparent, are hereby deemed to be merged into and made part of this Agreement.

14. Severability. In the event that any one or more of the provisions of this Agreement is held invalid, illegal, or unenforceable, then such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed by disregarding the invalid, illegal, or unenforceable provision or provisions.

15. Modification. The Parties acknowledge and agree that the terms of this Agreement may not be modified or waived other than pursuant to a formal written modification or waiver executed by each of The Parties to this Agreement or their duly authorized officers, representatives, or agents.

16. No Presumption Against Drafter. This Agreement has been drafted through a cooperative effort of The Parties, and none of The Parties shall be considered the drafter of this Agreement so as to give rise to any presumption or convention regarding construction of this document.

17. Court Approval. This Settlement Agreement shall be submitted to the Connecticut Superior Court and Appellate Court, as the case may be, for approval. Final approval of this Agreement by all Courts and the Town Commissions is a condition precedent to any obligations under this Agreement, and The Parties shall cooperate in good faith to seek and obtain

Superior Court and Appellate Court approval and approval before the Town Commissions, of this Agreement. Notwithstanding the Town seeking approval of this Settlement Agreement, the Town Commissions shall retain sole discretion and authority to approve or deny the Settlement Agreement. If all Court approvals are not obtained, then The Parties shall attempt to resolve any objection or issue raised by the Superior Court and/or Appellate Court, as the case may be. In the event that all Court approvals are not obtained and The Parties are unable to resolve the objections or issues raised by the Courts, then this Agreement shall be null and void and of no further force or effect. The Parties agree to waive any appeal or motion for reconsideration of any of the Court's approval of this Agreement and covenant that they shall not make any appeal or motion for reconsideration of such approval. Each of The Parties shall bear their own expenses associated with seeking approval by the Superior Court, Appellate Court and the Town Commissions.

18. Choice of Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Connecticut, notwithstanding any choice of law principles.

19. Jurisdiction. The parties understand and agree that any claim arising out of or relating to this Agreement shall be commenced in the Superior Court of the State of Connecticut, which shall have sole and exclusive jurisdiction of any such action, and The Parties hereby consent to personal jurisdiction in Connecticut for such purposes.

20. Attorneys' Fees. In the event any Party hereto is required to file suit to enforce the terms of this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and costs in addition to its damages.

21. Counterparts. This Agreement may be executed in separate counterpart copies and will be as fully effective as if all required signatures were affixed to a single copy hereof. Each

such original, facsimile or electronically-imaged copy of this Agreement signed in counterpart by any of the Parties shall be deemed to be an original for all purposes.

[Signature Pages To Follow]

Tab 1



Lewis Associates
Land Surveying and Civil Engineering
Professional Consultants for Land Use Management
Also records of
CLARKE & PEARSON ASSOCIATES

260 Main Street
P.O. Box 641
Monroe, CT 06468
Phone: 203 261-8648
Facsimile: 203 261-8658
Email: tlewis@lewisassociates.net

PROPERTY DESCRIPTION
OPEN SPACE
~~PETERS LANE, STRATFORD~~

A parcel of land shown and designated as Open Space on a certain map entitled Subdivision Map, Peters Lane – Stratford, Connecticut prepared for JRB Holdings, LLC, scale: 1"= 40' dated 9-2-2020 and revised to 3-18-2022 by Lewis Associates and filed in the Stratford Town Clerks office as Map No. _____

bounded and described as follows:

commencing at a point on the northeasterly street line of Peters Lane, said point being the southwesterly corner of land now or formerly of Michael R. and Lindsay N. Mazzarella, all as shown on said map, said point also being the southeasterly corner of the parcel herein described,

thence northwesterly;
along the northerly street line of Peters Lane the following two (2) courses:
N16°50'44"W 32.25 feet, and
N57°35'29"W 24.28 feet to a point,

thence northeasterly, northwesterly, and southwesterly;
along Lot 3, all as shown on said map, the following three (3) courses:
N24°09'35"E 279.66 feet,
N55°55'07"W 168.80 feet, and
S34°04'53"W 97.00 feet to a point,

thence northwesterly and southwesterly;
along Lot 2, all as shown on said map, the following two (2) courses:
N42°58'49"W 273.28 feet, and
S60°51'53"W 185.88 feet to a point,

thence N16°00'51"W;
along Lot 1, all as shown on said map, for a distance of 335.54 feet to a point,

thence N81°52'43"E;
along land now or formerly of Haryin C. and Shirley Holverson for a distance of 585.33 feet to a point,

thence southeasterly and southwesterly;
along land now or formerly of Town of Stratford and JRB Holdings, Co. LLC, each in part, the following eleven (11) courses:

S49°14'17"E 74.00 feet,
S11°44'43"E 171.48 feet,
S09°59'26"E 112.34 feet,
S10°29'15"E 131.13 feet,
S18°34'41"W 151.26 feet,
S16°55'36"W 27.79 feet,
S21°54'03"W 73.55 feet,
S20°12'57"W 48.52 feet,
S25°57'49"W 22.03 feet,
S32°29'45"W 34.88 feet, and
S22°06'26"W 30.63 feet to a point,

thence S64°26'54"W;

~~along land now or formerly of Michael R. and Lindsay N. Mazzarella for a distance of 25.04~~
feet to the point and place of commencement. Said parcel contains 265,572 square feet or
6.0967 acres.

Date: 3-23-2022

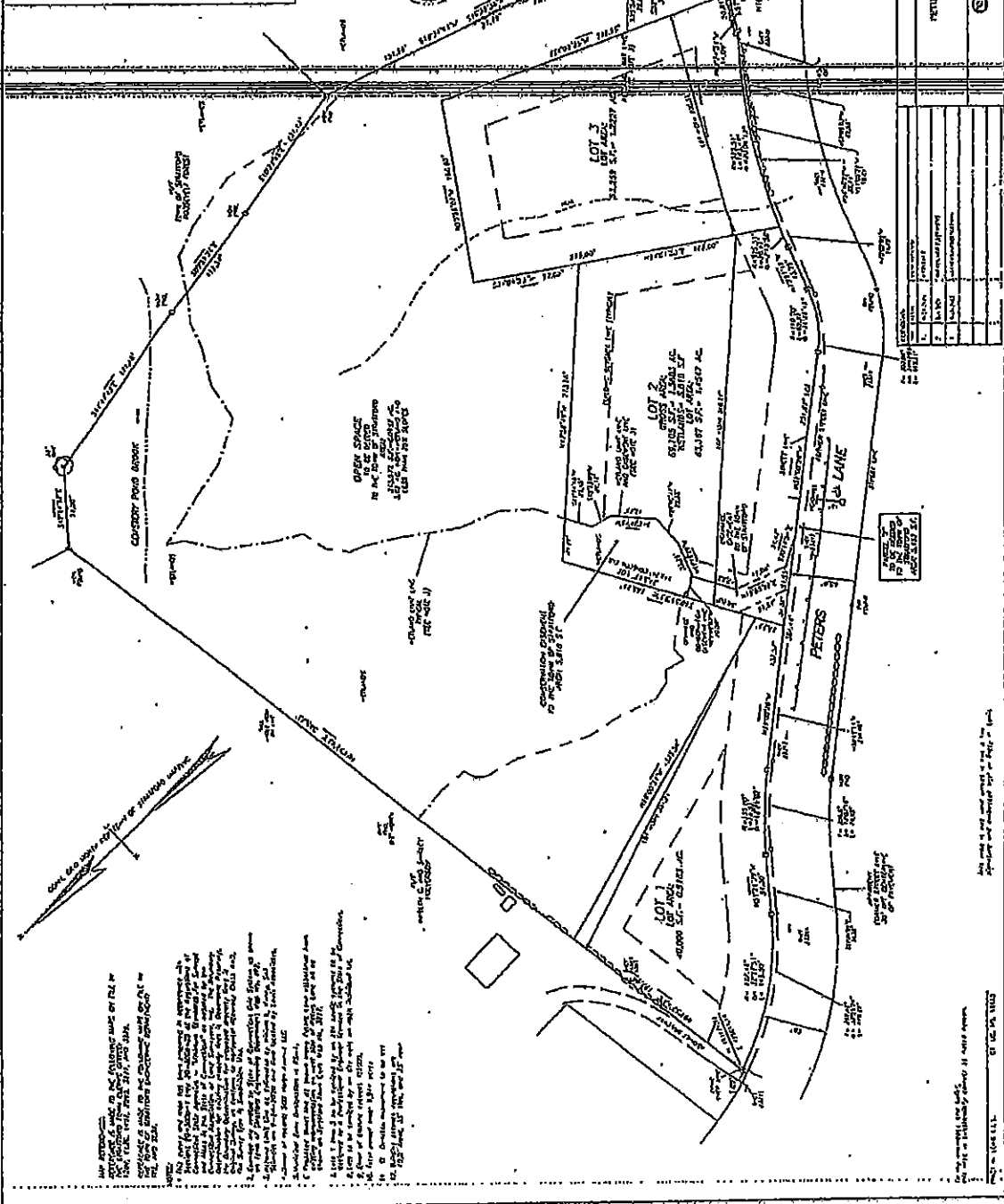
L:\CARLSON PROJECTS\2020-082C-PETERS LANE 1908 DATUM\DATA\DESCRIPTIONS\OPEN SPACE

Tab 2

Tab 3



VICINITY MAP
SCALE: 1" = 500'



- THE APPROXIMATE AREA OF EACH LOT IS SHOWN IN THE TABLE BELOW. THE TOTAL AREA OF THE SUBDIVISION IS 2.1000 ACRES. THE TOTAL AREA OF THE SUBDIVISION IS 2.1000 ACRES. THE TOTAL AREA OF THE SUBDIVISION IS 2.1000 ACRES.
1. The area of each lot is shown in the table below.
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 10. The area of each lot is shown in the table below.

SUBDIVISION MAP	
NAME	PETERS LANE - STATIONARY QUANTILITY
OWNER	180 PROPERTIES, LLC
DATE	11/11/2011
SCALE	1" = 500'
PROJECT NO.	1101111111
DATE	11/11/2011
BY	LEWIS ASSOCIATES
FOR	180 PROPERTIES, LLC

NO.	DESCRIPTION	AREA (AC)
1	LOT 1	1.0000
2	LOT 2	0.8100
3	LOT 3	0.2900
4	OPEN SPACE	0.0000
5	EASEMENT	0.0000
6	TOTAL	2.1000

THIS MAP IS A PRELIMINARY MAP AND IS NOT TO BE USED FOR CONVEYANCE OF ANY INTEREST IN REAL ESTATE. IT IS SUBJECT TO ALL RECORDS AND INSTRUMENTS ON FILE IN THE PUBLIC RECORDS OF THE COUNTY OF HENRICO, VIRGINIA. THE AREA SHOWN ON THIS MAP IS SUBJECT TO ALL RECORDS AND INSTRUMENTS ON FILE IN THE PUBLIC RECORDS OF THE COUNTY OF HENRICO, VIRGINIA.

DATE: 11/11/2011

Tab 4



EDWARDS & KELCEY, INC.
 1000 North Main Street
 Suite 200
 North Attleboro, MA 01937
 Phone: (508) 851-1100
 Fax: (508) 851-1101
 www.edwardskelcey.com

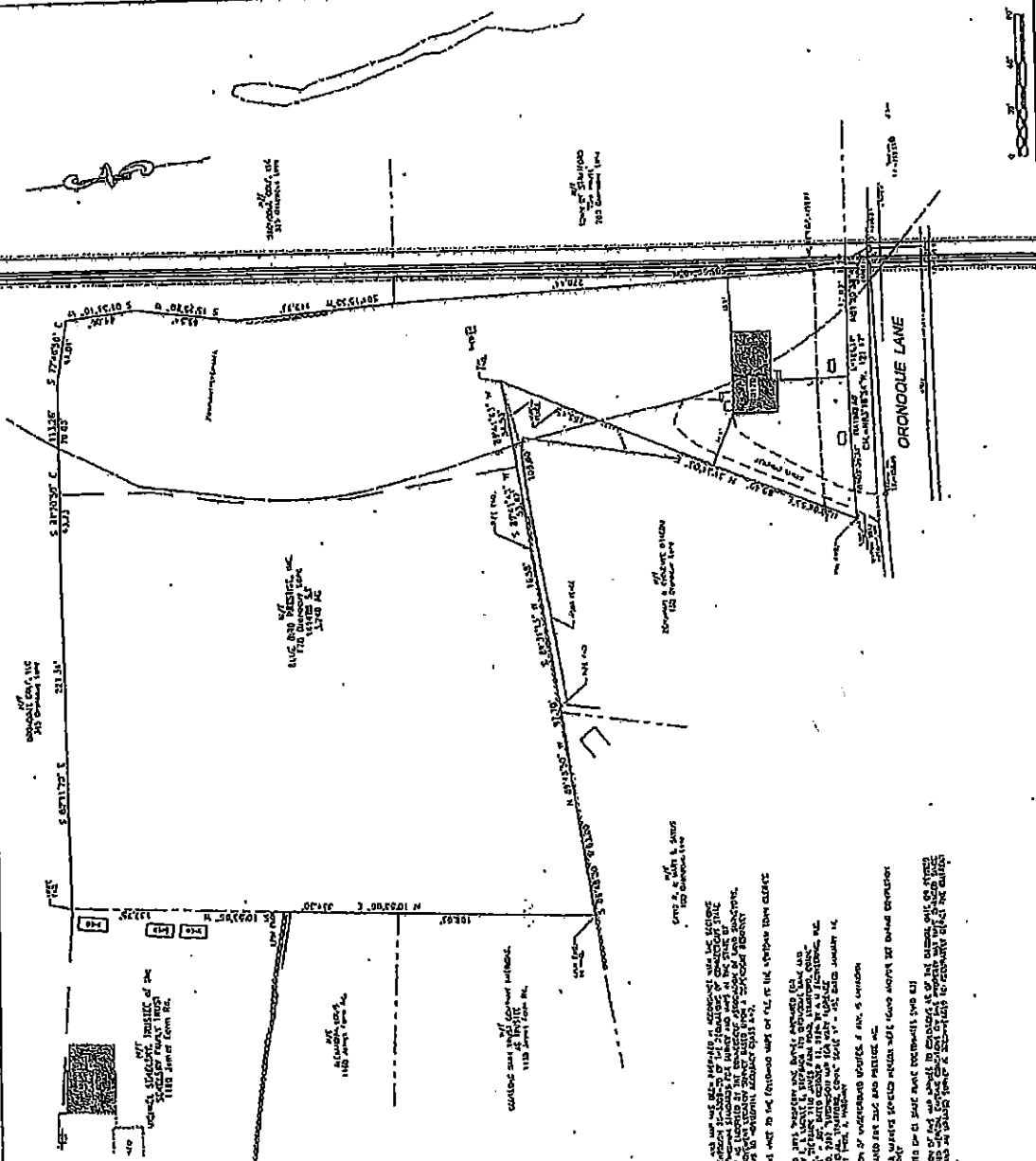
PRELIMINARY

**170 BRONQUE ROAD
 STAMFORD, CONNECTICUT
 PREPARED FOR
 BLUE BIRD PRESTIGE, INC.**

NO.	DATE	DESCRIPTION
1	08-14-02	ISSUED FOR PERMITS
2	07-11-02	ISSUED FOR PERMITS
3	06-14-02	ISSUED FOR PERMITS
4	05-14-02	ISSUED FOR PERMITS
5	04-14-02	ISSUED FOR PERMITS
6	03-14-02	ISSUED FOR PERMITS
7	02-14-02	ISSUED FOR PERMITS

**EXISTING
 CONDITIONS
 PLAN**

2.0



1113 BRONQUE ROAD
 STAMFORD, CT 06907
 1113 BRONQUE ROAD
 STAMFORD, CT 06907

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1113 BRONQUE ROAD
 STAMFORD, CT 06907
 1113 BRONQUE ROAD
 STAMFORD, CT 06907

LEGEND

- 1. EXISTING BUILDING
- 2. EXISTING DRIVEWAY
- 3. EXISTING DRIVEWAY
- 4. EXISTING DRIVEWAY
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J. EDWARDS & ASSOCIATES, LLC
 ENGINEERS, ARCHITECTS, PLANNERS
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 TEL: 303.733.1100
 FAX: 303.733.1101
 WWW: JEDWARDS.COM

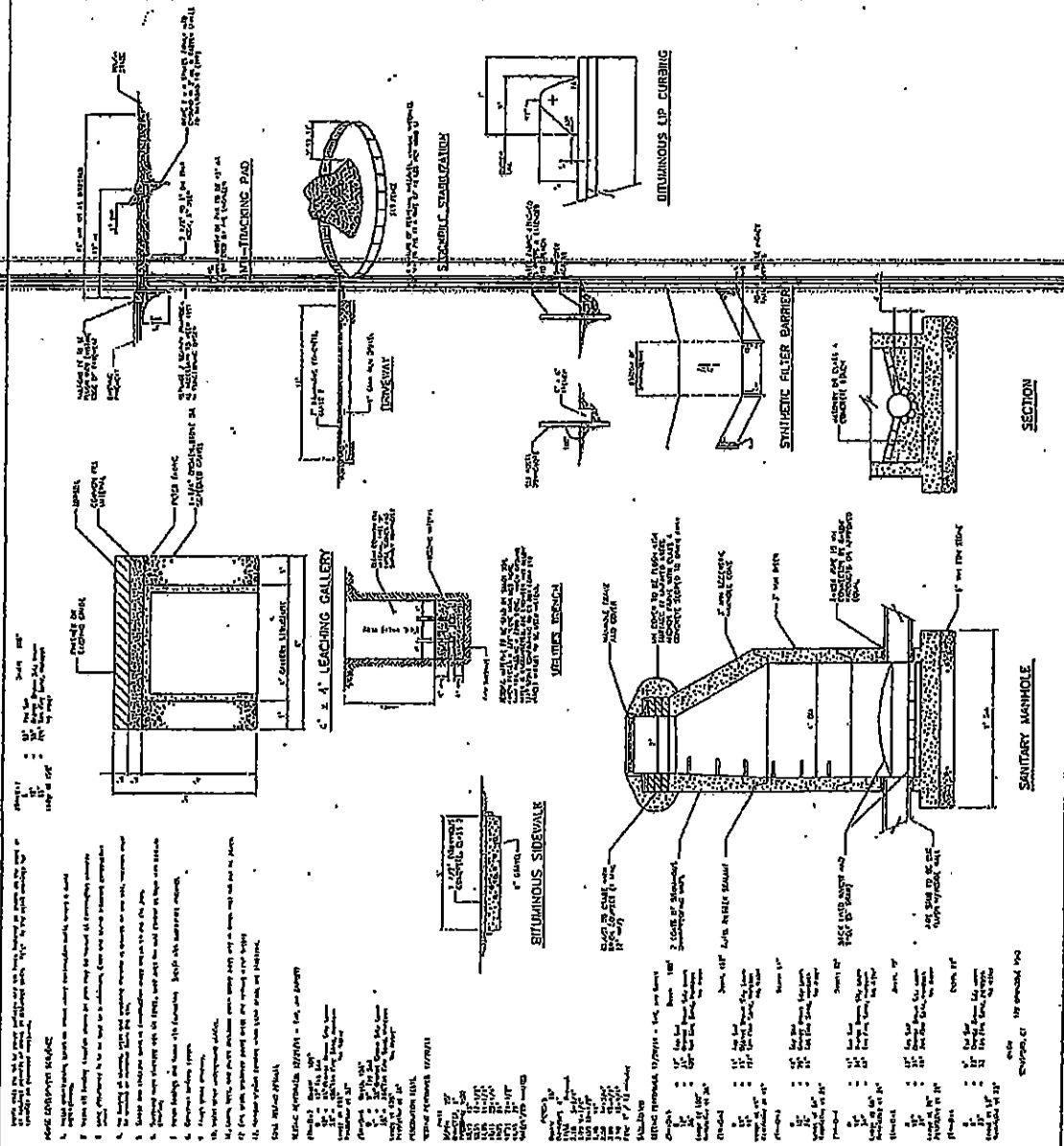
PRELIMINARY

BLUE BIRD PRESTIGE, INC.
 170 ORONOUE ROAD
 STRATFORD, CONNECTICUT 06424

NO.	DATE	DESCRIPTION
1	07-14-11	ISSUED FOR PERMITS
2	08-15-11	REVISED PER PERMITTING AGENCIES
3	09-15-11	REVISED PER PERMITTING AGENCIES
4	10-15-11	REVISED PER PERMITTING AGENCIES
5	11-15-11	REVISED PER PERMITTING AGENCIES
6	12-15-11	REVISED PER PERMITTING AGENCIES
7	01-15-12	REVISED PER PERMITTING AGENCIES
8	02-15-12	REVISED PER PERMITTING AGENCIES
9	03-15-12	REVISED PER PERMITTING AGENCIES
10	04-15-12	REVISED PER PERMITTING AGENCIES
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CONSTRUCTION DETAILS

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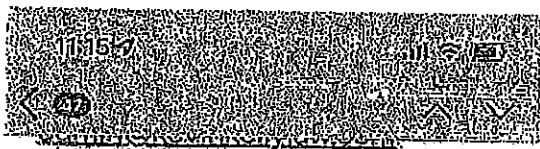


NOTES:

1. All construction shall be in accordance with the latest edition of the International Building Code (IBC) and the International Plumbing Code (IPC).
2. All materials shall be of the highest quality and shall be approved by the local building department.
3. The manhole shall be constructed of 12" x 12" x 1/2" reinforced concrete.
4. The leaching gallery shall be constructed of 4" x 4" x 1/2" reinforced concrete.
5. The synthetic filter barrier shall be made of 100% Type I Portland Cement.
6. The siphonous lip curbing shall be made of 100% Type I Portland Cement.
7. The manhole shall be finished with a smooth, non-slip surface.
8. The manhole shall be installed in accordance with the manufacturer's instructions.
9. The manhole shall be tested for leaks before being covered.
10. The manhole shall be covered with a heavy-duty, non-slip cover.
11. The manhole shall be located in a convenient location for access.
12. The manhole shall be protected from damage by vehicles or other equipment.
13. The manhole shall be maintained in good condition at all times.
14. The manhole shall be cleaned and inspected regularly.
15. The manhole shall be replaced if it becomes damaged or worn.
16. The manhole shall be installed in accordance with the local building department's requirements.
17. The manhole shall be installed in accordance with the local plumbing department's requirements.
18. The manhole shall be installed in accordance with the local health department's requirements.
19. The manhole shall be installed in accordance with the local fire department's requirements.
20. The manhole shall be installed in accordance with the local police department's requirements.
21. The manhole shall be installed in accordance with the local utility department's requirements.
22. The manhole shall be installed in accordance with the local environmental department's requirements.
23. The manhole shall be installed in accordance with the local transportation department's requirements.
24. The manhole shall be installed in accordance with the local public works department's requirements.
25. The manhole shall be installed in accordance with the local parks and recreation department's requirements.
26. The manhole shall be installed in accordance with the local community development department's requirements.
27. The manhole shall be installed in accordance with the local housing department's requirements.
28. The manhole shall be installed in accordance with the local social services department's requirements.
29. The manhole shall be installed in accordance with the local law enforcement department's requirements.
30. The manhole shall be installed in accordance with the local fire department's requirements.
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50. The manhole shall be installed in accordance with the local health department's requirements.

Stephen Bellis

From: Stephen Bellis
Sent: Friday, April 29, 2022 12:06 PM
To: Stephen Bellis
Subject: Settlement agreement



IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal the 29th day of April, 2022.

Witnessed and delivered in the presence of:
Amelia S. Redgate
Mayor, Town of Ashland
Laura J. Dwyer
Mayor, Town of Ashland

STATE OF VERMONT
COUNTY OF FRANKLIN
On this 29th day of April, 2022 before me, the undersigned, personally appeared *Amelia S. Redgate*, Mayor of the Town of Ashland, known to me and my assistants to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed.



Sent from my iPhone