

SETTLEMENT AGREEMENT AND STIPULATION FOR JUDGMENT

This Agreement is made by and between the Inland Wetlands Commission of the Town of Wilton (“IWC”), Robert Walker (“Walker”) et al and Seaman Petrucci Builders, LLC (“Seaman”).

WHEREAS, the IWC is the duly designated wetlands and watercourses commission exercising powers delegated to the Town by General Statutes Section 8-8 and 22a-43 et seq., and has a principal address of Town Hall Annex, 248 Danbury Road, Wilton, Connecticut (the “Commission”).

WHEREAS, Walker et al are the owners of real property located at 354 Thayer Pond Road in Wilton, Connecticut (the “Property”).

WHEREAS, Seaman is a Connecticut limited liability company with a principal place of business located at 248 Flax Hill Road in Norwalk, Connecticut and is the contract purchaser of the Property.

WHEREAS, on Walker and Seaman submitted an application for significant activity (#WET2895(S) to the IWC for the development of the Property with a single-family dwelling and associated site improvements including a septic system and leaching fields, driveway and other improvements as depicted on the plans and reports prepared by LandTech Consult and submitted to the IWC.

WHEREAS, the IWC commenced a public hearing on #WET2895S on September 14, 2023 which public hearing was continued to September 28, 2023, October 12, 2023, October 26, 2023.

WHEREAS, Walker and Seaman revised the plans and reports based upon comments from the IWC.

WHEREAS, on October 26, 2023 IWC denied application #WET2895S.

WHEREAS, on November 14, 2023, Walker and Seaman appealed the denial of application #WET2895S to the Superior Court (Docket Number FST CV 24-6064310S) (the “IWC Appeal”).

WHEREAS, the parties desire to avoid the time, expense and risk associated with litigation of the IWC Appeal.

WHEREAS, the parties desire to allow Walker and Seaman to proceed with a development of the Property.

WHEREAS, to facilitate a resolution and settlement of this matter, Walker and Seaman prepared and circulated for the parties’ review revised development plans for the Property, which offered the following revisions:

1. Increase in caliper of plantings on the Property in accordance with “Landscape Plan (C-5.0” dated 8/8/23 revised to 2/15/24 prepared by LandTech Consult. (Attached hereto and made a part hereof as Exhibit A).
2. Reduce the number of bedrooms from five (5) to four (4) and the associated reduction in the size of the on-site septic system. (Refer to “Red Line Changes 9/13/2023 – 10/4/2023 (Sheet C-1.0)” [attached hereto and made a part hereof as Exhibit B]; “Red Line Changes 10/4/2023 – 10/11/2023 (Sheet C-1.0)” [attached hereto and made a part hereof as Exhibit C]; “Red Line Changes 10/11/2023 – 10/23/2023 (Sheet C-1.0)” [attached hereto and made a part here of as Exhibit D] all prepared by LandTech Consult.
3. Revise site grading and reductions in site cut and fill volumes in accordance with “Red Line Changes 10/23/2023 - 2/15/2024 (Sheet C-1.0)” [attached hereto and made a part hereof as Exhibit E] prepared by LandTech Consult.
4. Revise the proposed driveway location (Refer to Exhibit B).

5. Create a conservation easement (Refer to “Red Line Changes 10/23/2023 – 2/15/2024 (Sheet C-1.0) [attached hereto and made a part hereof as Exhibit E] prepared by LandTech Consult.
6. Prepare a conservation easement document (attached hereto and made a part hereof as Exhibit F)
7. Install conservation easement area markers (attached hereto and made a part hereof as Exhibit F) as noted on Exhibit E.

NOW THEREFORE, for good and valuable consideration, the IWC, Walker and Seaman hereby agree as follows:

1. All parties accept the proposed modifications to site plan and the additional terms and conditions submitted by Walker and Seaman contained within this Settlement Agreement.

2. The IWC shall issue a permit for the work contemplated by Seaman in accordance with the plans prepared by LandTech, attached hereto and a part hereof, and the terms of this Settlement Agreement.

3. Judgment may enter in accordance with this Settlement Agreement, and the parties shall file a motion therefor together with a proposed order incorporating the terms of this Settlement Agreement and asking that judgment be entered in accordance with such terms in the IWC Appeal confirming that the terms of this settlement agreement shall settle the pending IWC Appeal.

4. The IWC has considered this Settlement Agreement. The terms of this Settlement Agreement were approved at a public meeting of the IWC on May 9, 2024. This proposed Settlement Agreement was identified on the agenda of such meeting, and the agenda was posted in accordance with the applicable requirements of General Statutes §§ 1-210, *et seq.* The reasons for such approval were stated on the record during such meeting of the IWC.

5. In addition, all Standard Special Conditions and General Conditions normally applied to any Wetland Permit shall attach to and apply to this Settlement Agreement and any permit issued hereunder.

6. All parties to this Agreement shall bear their own costs and attorneys' fees in connection with the IWC Appeal, and no party shall seek a Bill of Costs or other recovery of any monetary amount in the IWC Appeal.

7. Nothing contained herein shall constitute an admission or confession by any of the parties of any wrongdoing, nor of any material fact.

8. This Settlement Agreement may not be amended, changed, modified, released or discharged except by a writing signed by a duly authorized representative of each of the parties hereto or their successors or permitted assigns. This Agreement shall not be varied by any oral communication either before or after its execution.

9. This Settlement Agreement shall be governed and construed in accordance with laws of the State of Connecticut.

10. The provisions of this Settlement Agreement may be enforced by Walker, Seaman, the IWC or by the Court in a motion filed in any of the appeal identified herein.

11. This Settlement Agreement may be executed multiple counterparts each which once are executed and delivered shall be an original.

12. This Settlement Agreement shall be effective if it has been executed by all parties hereto, provided that the obligations of all parties hereto are subject to the approval of this Settlement Agreement and the Judgment to be entered hereunder, by the appropriate Court at a hearing held in conformance with the terms of Practice Book § 14-7B and Connecticut General Statutes § 8-8 (n) and the date of such Court approval shall be the effective date of this Settlement Agreement.

13. The terms and conditions of this Settlement Agreement shall inure to the benefit of, and be binding up, the respective successors and assigns of the parties hereto. This Agreement, once approved by the Court, shall be recorded on the Town of Wilton Land Records.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed in their names by their duly authorized representatives on the dates indicated below.

Robert Walker

Helen Walker

SEAMAN PETRUCCI BUILDERS, LLC

By

Its _____
Duly Authorized

INLAND WETLANDS COMMISSION OF THE
TOWN OF WILTON

By _____

Its _____
Duly Authorized