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Via Electronic Delivery

December 18, 2019

Honorable Michael P. Shea
United States District Court
450 Main Street, Room 217
Hartford, CT 06103

Re: ***Firetree, Ltd. v. City of Norwalk Zoning Board Of Appeals, Et Al.***
Civil Action No.: 3:17-cv-01088 (MPS)

Dear Judge Shea:

This is in response to the email from your Chambers today regarding potential resolution of this case. The parties have not entered into a formal settlement agreement. The full and complete terms of resolution are as follows:

1. Subject to the approval of the payment amount by the CIRMA Board of Directors (insurance carrier for the City of Norwalk), payment of a sum certain to Firetree, Ltd. by wire transfer.
2. Execution and exchange of mutual general releases by and among all parties.
3. Execution and delivery by Firetree, Ltd. to the City of a Declaration of Covenants and Restrictions in the form attached as Exhibit 1.
4. Filing of a Stipulation of Dismissal in the form attached as Exhibit 2.

There are no side letters or any other agreements among the parties. This is a complete expression of the terms of resolution of the case. Counsel for the undersigned has confirmed the contents of this letter with counsel for all Defendants.

Respectfully,

Frank F. Coulom, Jr.

Frank F. Coulom, Jr.

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FFC/mz
Enclosures

Copy to: All Counsel of Record

EXHIBIT 1

DECLARATION OF COVENANTS AND RESTRICTIONS

17 Quintard Avenue
Norwalk, Connecticut

THIS DECLARATION, made this 18th day of December, 2019, by FIRETREE, LTD. ("Firetree"), a Pennsylvania corporation with offices located at 800 West Fourth Street, Williamsport, Pennsylvania, together with its successors and/or assigns, as owner of that certain real property known as 17 Quintard Avenue, Norwalk, Connecticut ("Property"), which is also more fully described in Schedule A attached hereto;

WHEREAS, Firetree is engaged in litigation, currently pending in the United States District Court for the District of Connecticut bearing Civil Action No.: 3:17-CV-01088 (MPS), against the City of Norwalk ("Norwalk");

WHEREAS, the parties have agreed to settle the above referenced litigation, which settlement includes this Declaration to be filed on the Norwalk Land Records;

NOW THEREFORE, Firetree declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth:

1. Use of the Property. The Property shall not be used as a correctional center, correctional facility, or for any other correctional purposes, whether operated by a state or federal department or agency, or by a third party under a contract with a state or federal department or agency. Correctional center, correctional facility or correctional purposes shall mean any use which includes the housing, whether permanent or temporary, for incarcerated individuals under the control, oversight and/or jurisdiction of the state or federal government.

2. Duration, Termination and Enforcement. The covenants and restrictions contained herein shall run with, be appurtenant to and bind the Property, and shall be binding upon Firetree, its successors and/or assigns. In addition, the covenants and restrictions contained herein are intended to benefit Norwalk and shall be enforceable by Norwalk. If any proceedings are necessary to enforce this Declaration, the property owner shall be required to reimburse Norwalk for all reasonable costs and expenses associated with such enforcement proceedings, provided, however, that Norwalk is the prevailing party in such proceedings.

(The Remainder of This Page Intentionally Left Blank)
(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned has caused its hand and corporate seal to be affixed day and year first above mentioned.

Signed, Sealed and Delivered
In the Presence of:

FIRETREE, LTD

_____

By: _____
Name: Amy Ertel
Its: Vice President

_____

STATE OF NEW JERSEY)
) :_____
COUNTY OF HUDSON)

Before me, the undersigned, this 18th day of December 2019, personally appeared Amy Ertel, known to me to be the Vice President of FIRETREE, LTD., and that she as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be her free act and deed individually and as such officer, and the free act and deed of said company.

_____
Commissioner of the Superior Court
Notary Public
My Commission Expires:

SCHEDULE "A"

ALL THAT CERTAIN piece, parcel or tract of land, with the buildings and all other improvements thereon or hereafter placed thereon, situated in the Town of Norwalk, County of Fairfield and State of Connecticut, shown and designated as Lot #17, Block #2 on a certain map entitled "Map Showing building lots belonging to E. A. Woodward, in the City of South Norwalk, Connecticut, surveyed by William Randall Smith, C. E. laid out into lots by Chas. N. Wood, C. E. 1888", and filed for record as Map #61 in the Norwalk Town Clerk's Office.

Said premises are bounded and described as follows:

NORTHERLY: 125 feet by Lot #15;

EASTERLY: 15 feet by Quintard Avenue;

SOUTHERLY: 125 feet by Lot #19; and

WESTERLY: 50 feet by Lot #16.

SAID PREMISES ARE CONVEYED SUBJECT TO:

1. Limitations of use imposed by governmental authority.

2. Taxes and assessments due and payable after the closing of title, which taxes and assessments the Grantees agree to assume and pay as part of the consideration for this sale.

3. Riparian rights of others in and to any stream or body of water adjoining or passing through the premises.

4. Sewer use charges due the City of Norwalk when next due.

EXHIBIT 2

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

FIRETREE, LTD.,	:	
Plaintiff,	:	
v.	:	CIVIL NO.: 3:17-CV-01088 (MPS)
CITY OF NORWALK ZONING BOARD OF APPEALS, ET AL.,	:	
Defendants.	:	DECEMBER ____, 2019

STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), all parties to this action, by their undersigned counsel of record, hereby stipulate and agree to the dismissal of this action with prejudice, and with each of the parties bearing their own costs and attorney's fees.

PLAINTIFF

By: _____

Thomas P. Cody (ct10058)
Frank F. Coulom, Jr. (ct05230)
Evan J. Seeman (ct28546)
Kevin P. Daly (ct30380)
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DEFENDANTS

By: _____

Scott S. McKessy, Esq.
Stephen P. Fogerty, Esq.
Eric D. Bernheim, Esq.
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315 Post Rd. West
Westport, CT 06880-4739

Brian L. McCann, Esq.
Assistant Corporation Counsel
125 East Avenue, Room 237
Norwalk, CT 06851

DRAFT

CERTIFICATE OF SERVICE

I hereby certify that on this ___ day of December, 2019, the foregoing was filed electronically. Notice of this filing will be sent by email to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

[DRAFT

Frank F. Coulom, Jr.

DRAFT