

AGREEMENT

This Agreement dated February 24, 2019 is made by and between **DISTRICT OF CHAPMAN BEACH** of Westbrook, Connecticut and **BOCCA-DES PROPERTIES, LLC** of Norwalk, Connecticut.

WHEREAS, Bocca-Des Properties, LLC is the owner of property located at 1935 Boston Post Road, Westbrook, Connecticut; and

WHEREAS, District of Chapman Beach is a statutory taxing district, whose members own property adjacent to and within influence of 1935 Boston Post Road; and

WHEREAS, the parties have engaged in discussions concerning the proposed Bocca-Des development; and

NOW THEREFORE, the parties agree that in mutual consideration, they will agree to the following:

1. Bocca-Des Properties, LLC has proceeded with seeking a Westbrook Inland Wetlands Commission permit and Westbrook Zoning Commission approval for a PRDD zone change and special exception permit for a 20-unit PRD development over its property at 1935 Boston Post Road as specified on the plans entitled "COASTAL SITE PLAN FOR SPECIAL PERMIT SETTLER'S PLACE - A PLANNED RESIDENTIAL DEVELOPMENT" dated August 29, 2018 revised through 12/18/18, prepared by Indigo Land Design, LLC, and "BOCCA-DES PROPERTIES, LLC Planting Plan 1935 Boston Post Road Westbrook, Connecticut" dated August 8, 2018, revised through 1/7/19, prepared by The Michael Boice Collaboration.



2. A representative of the District of Chapman Beach or its Committee chair agrees to attend the Inland Wetland Commission Meeting (January 8, 2019) and a Zoning Commission public hearing (February 26, 2019) and will not support or oppose the proposed development as set forth on the plans described, based on the site plan / drainage plan revisions that have been made by Bocca-Des based upon a review letter from Jacobson Engineering dated December 3, 2018.

3. In consideration for the above, Bocca-Des agrees that, in the event that the plans are approved by the Inland Wetlands Commission and the Zoning Commission, it will perform the following:

a. Purchase a speed radar detector for the District of Chapman in substantially in the same form as the detector depicted on Exhibit A attached hereto. Bocca-Des will purchase the detector prior to obtaining its building permit for the development.

b. Install additional landscaping in and around the detention basin on the south side of 1961 Boston Post Road as shown on the landscaping plan attached as Exhibit B. The parties agree that the landscaping on the plan shall be completed prior to the certificate of occupancy.

4. Bocca-Des agrees that on or before December 31, 2019, either it, or acting in conjunction, the Town of Westbrook, will clean out the stream leading under Chapman Beach Road into the tidal wetland and the stream heading from the marsh south of Waldron Drive and under the culvert on Waldron Drive. "Clean out" is defined as removing any brush, leaves, and other blockages from the stream and leaving them in the general area of the stream. All trash and garbage will be removed from the stream and taken off site. The areas of the clean out are shown on Exhibit C

5. The obligation of Bocca-Des in paragraph will be contingent upon the District of Chapman Beach obtaining property owner authorization and obtaining any permits necessary for

A handwritten signature in black ink, appearing to be 'S. M.', is located in the bottom right corner of the page.

the clean out. Bocca-Des or its legal representatives agree to draft any property owner permission or easements.

6. The parties understand that the Board of Directors of the District of Chapman Beach have voted to enter into this agreement. However, individual property owners may object or oppose the development.

7. This Agreement shall be binding on the parties and their respective successors and assigns.

8. The parties have entered into this Agreement with the understanding that the Town of Westbrook, including the Westbrook Inland Wetlands Commission and Westbrook Zoning Commission, has discretion regarding the approval of the development. If the development is not approved, neither party will be deemed to have breached the contract.

9. In the event any party seeks to enforce this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 24 day of February, 2019.

District of Chapman Beach

Date: 2/24/2019

By: Marlena Whaley
Marlena Whaley, Its President
Duly Authorized



Bocca-Des Properties, LLC

Date: Feb 22, 2019


By: 
Scott Desmond, Its Member
Duly Authorized



Exhibit A

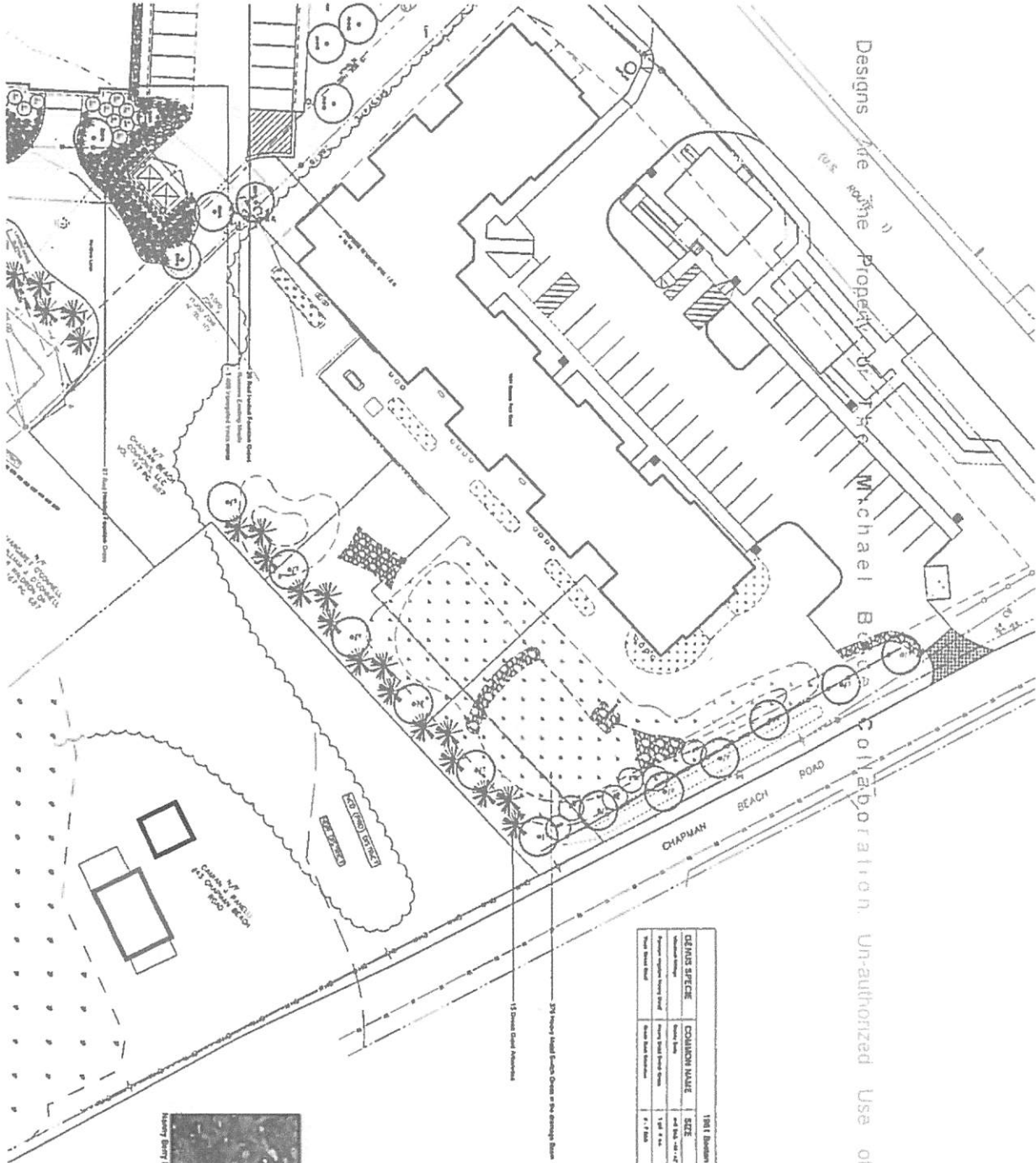


SD MW

Exhibit B

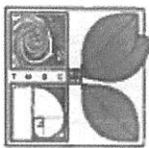
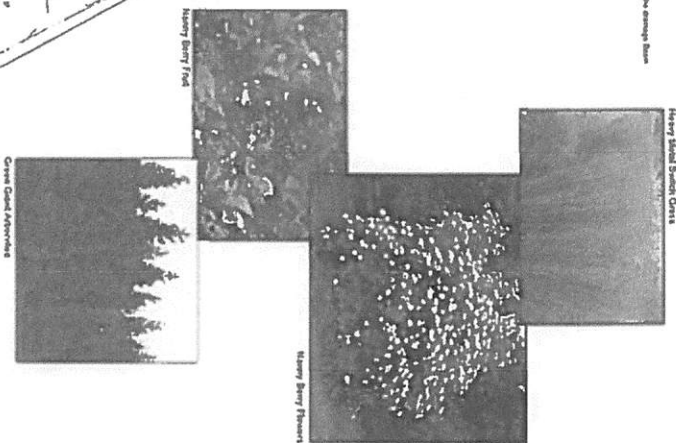
SM

Exhibit B



Designs are the Property of The Michael Boice Collaboration. Un-authorized Use of Plans is Strictly Prohibited

COMMON NAME	SIZE	KEY	QUANTITY	NOTES	ZONE
1981 Boston Post Road Plant List					
Plant Name	Plant Size	Plant Key	Plant Qty	Plant Notes	Plant Zone
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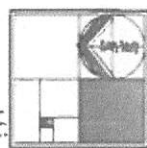


The Michael Boice Collaboration

845-702-1004

Bocca-Des Properties, LLC Planting Plan
1981 Boston Post Road Westbrook, Connecticut

Scale | 1" = 20'-0" Date | November 28, 2018 Revisions |



Handwritten signature



Property Information

Property ID 180/114
 Location 1935 BOSTON POST RD
 Owner BOCCA-DES PROPERTIES, LLC



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town of Westbrook, CT makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated October 2018
 Data updated 11/19/2018