

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This **SETTLEMENT AGREEMENT and MUTUAL RELEASE** (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") by and between James Medlyn ("Plaintiff") and Branford Land Trust, Inc. ("Defendant"). Plaintiff and Defendant may be referred to herein collectively as "the Parties."

**WHEREAS**, a dispute has arisen between the Parties, arising out of the removal of a berm southwest of the Jarvis creek estuary in or about September, 2012 (the "Dispute"), which has led to a civil action pending in the Superior Court, Judicial District of Hartford, docket number HHD-CV15-6066482 S, captioned James Medlyn v. Branford Land Trust, Inc. (the "Litigation"), and

**WHEREAS**, the parties hereto desire to resolve the Dispute and the Litigation pursuant to the terms and conditions set forth herein.

### DEFINITIONS

**"Plaintiff"** means James Medlyn, his heirs, successors, assigns, subsequent purchasers and successors in title, next of kin, executors, administrators, and assigns, his present and former agent, servants, employees and attorneys, and/or predecessor and/or successor and/or parent and/or subsidiary and/or affiliated legal entities, his insurers, excess insurers, reinsurers and any representatives acting on his behalf.

**"Defendant"** means Branford Land Trust, Inc., its heirs, successors, assigns, subsequent purchasers and successors in title, next of kin, executors, administrators, and assigns, its present and former agent, servants, employees and attorneys, and/or predecessor and/or successor and/or parent and/or subsidiary and/or affiliated legal entities, its insurers, excess insurers, reinsurers and any representatives acting on its behalf.

**"Insurer"** means Federal Insurance Company.

**NOW, THEREFORE**, for valuable consideration including the payment and promises described below, the parties hereto agree as follows:

1. **Payment:** Insurer shall pay to Plaintiff the sum of SIXTEEN THOUSAND (\$16,000,00) DOLLARS, via wire transfer or check, upon execution of this Agreement, the receipt of which is hereby acknowledged by the Plaintiff as evidenced by his signature to this Agreement. The funds will be delivered to Plaintiff by the Insurer, on behalf of the Defendant.
2. **Release of Claims by Plaintiff:** Plaintiff hereby releases and forever discharges the Defendant and Insurer from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, causes of action, trespasses, variances, judgments,

extents, executions, damages, claims or demands, in law or in equity, against the Defendant and/or Insurer which Plaintiff had, now has or hereafter may have, including any and all known and unknown claims Plaintiff has or may have against the Defendant and/or Insurer, from any cause or thing arising from the beginning of the world to the Effective Date of this Agreement, including but not limited to any and all known or unknown property damage Plaintiff has or may have or which may occur at any time in the future, arising out of the Dispute or Litigation.

3. **Release of Claims by Defendant and Insurer:** Defendant and Insurer hereby release and forever discharge the Plaintiff from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, causes of action, trespasses, variances, judgments, extents, executions, damages, claims or demands, in law or in equity, against the Plaintiff which the Defendant and/or Insurer had, now has or hereafter may have, including any and all known and unknown claims the Defendant and/or Insurer has or may have against the Plaintiff, from any cause or thing arising from the beginning of the world to the Effective Date of this Agreement, including but not limited to any and all known or unknown property damage the Defendant and/or Insurer has or may have or which may occur at any time in the future, arising out of the Dispute or Litigation.
  
4. **Representations:** By signing this Agreement, the Parties expressly acknowledge that they have read this document with care and that they are aware that by signing this document they are giving up all rights and claims and causes of action, and any and all rights and claims that they may now have or which may arise in the future as a result of the Dispute or the Litigation.

The Parties further acknowledge that no representation of fact or opinion has been made to them by anyone, including their heirs, next of kin, administrators, and assigns, their present and former agents, servants, employees, and attorneys, and/or predecessor and/or successor and/or parent and/or subsidiary and/or affiliated legal entities, their insurers, excess insurers, reinsurers and any representatives acting on their behalf, which in any manner has induced them to enter into this Agreement.

The Parties further represent and warrant that each has been represented by his, her, or its own counsel, and that each has conferred with their respective attorneys on any questions in regard to this Agreement.

The Parties further represent that they have not sold, assigned or transferred to any person or organization any rights or claims released hereunder.

The persons signing this Agreement represent that they have been duly authorized to do so and to bind the Parties to this Agreement thereby.

5. **No Admission of Liability:** The Parties agree that this is a disputed claim and nothing contained herein is to be construed as an admission of liability on the part of either the Plaintiff or Defendant, their heirs, next of kin, executors, administrators and assigns, their present and former agents, servants, employees, and attorneys, and/or predecessor and/or successor and/or parent and/or subsidiary and/or affiliated legal entities, their insurers, excess insurers, reinsurers and any representatives acting on their behalves.
6. **Indemnity and Hold Harmless:** The Parties hereby represent that there are no outstanding liens, rights of reimbursement or rights of subrogation affecting their ability to settle these claims, or, if any such liens or rights exist, that the effected Party will bear the sole responsibility of removing such liens or rights. The Parties further agree to defend, indemnify and hold one another harmless from and against any and all claims for liens, reimbursement or subrogation which exist or may come into existence.
7. **Tax Consequences:** The Parties further represent and warrant that they are relying on their own counsel or financial advisors with respect to the tax consequences of this Agreement or any payment made hereunder.
8. **Nondisparagement; No adverse publicity:** With respect to the Dispute and the Litigation, the Parties represent and agree that neither will in any way defame, disparage or speak negatively about the other Party, and will not make or solicit any false or misleading comments, statements, or the like (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) to the media or to others, that might tend to damage the reputation of the other Party, with the exception of good faith truthful statements made in compliance with legal reporting requirements or in response to act order or the directive of a government agency. In particular, but without limitation, Plaintiff agrees that he will not publicize, promote, participate in, or encourage others to publicize, promote or participate in any public information suggesting or implying that Defendant has caused or will cause any damage to "Medlyn Farm" or any property owned by James Medlyn, or that "Medlyn Farm" needs to be "saved" from any action by the Defendant. Plaintiff further agrees to use reasonable efforts to remove "save Medlyn Farm" signs that have been posted on his property and elsewhere in Branford since the dispute arose, provided that the presence of said signs on property other than the Plaintiff's property shall not be considered a breach of this Agreement.
9. **Public Statement:** This Agreement is a public document, subject to the terms of this same Agreement. The Parties agree that either, or both, may notify their membership or customers of the terms contained herein, by such public means as they deem necessary including, but not limited to, any newsletter publication, internet publication and press release.

10. **Third Parties:** No third parties are intended beneficiaries of this Agreement or entitled to enforce its provisions, except with respect to the persons and entities as specifically defined herein. This Agreement shall be binding upon the Parties as defined above.
11. **Entire Agreement:** The Parties acknowledge and agree that this Agreement represents the full and complete agreement of the Parties, that this Agreement supersedes and replaces any prior agreements whether oral or written, and that no promises, understandings, or representations not expressly integrated into this Agreement have induced any Party into executing it. Any amendments or modifications of this Agreement, including to this sentence, must be in writing and executed by both Parties to be effective.
12. **Severability:** Should any of the provisions of this Agreement be rendered invalid or modified by a court or government agency of competent jurisdiction, it is agreed that this shall not in any way or manner affect the enforceability of the other provisions of this Agreement which shall remain in full force and effect, and as to such invalidation or modification, this Agreement shall be given the fullest interpretation allowed by its plain meaning.
13. **Governing Law and Jurisdiction:** This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Connecticut, without reference to principles of conflict of laws thereof. The courts of the State of Connecticut shall retain exclusive jurisdiction to enforce this Agreement and all obligations arising thereunder, and all Parties hereto will be deemed to have consented to the personal jurisdiction thereof.
14. **Costs of Enforcement:** The Parties agree that any Party prevailing upon or successfully defending against any claim of default or material breach of this Agreement shall be entitled to an award of its litigation expenses, including reasonable attorney's fees, related thereto.
15. **Captions:** The titles or captions of the paragraphs or sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, extend, or describe the scope of this Agreement or the intent or meaning of any provision hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

PLAINTIFF:  
JAMES MEDLYN

DEFENDANT:  
BRANFORD LAND TRUST, INC.

By: James J Medlyn  
Date: 1/11/19

By: Peter Medlyn  
Its: President  
Date: 1/22/19