

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement"), by and between John Holland and Maureen Holland (hereinafter, "Holland") and Peacefield, LLC (hereinafter "Peacefield," a/k/a "Peace Field, LLC") (collectively, the "Applicants"), each having an address of 257 Tremont Street, Braintree, Massachusetts, and the Town of Woodstock (the "Town"), a Vermont municipality located in Windsor County.

WHEREAS, Holland owns real property in the Town located at 650 Pomfret Road; and

WHEREAS, Peacefield is a Vermont limited liability company, managed by Holland; and

WHEREAS, on or about September 17, 2020, the Applicants applied to the Town for site plan approval for an accessory on-farm business at 650 Pomfret Road, pursuant to § 809 of the Town's Zoning Regulations and 24 V.S.A. § 4412(11), consisting of a tenant-operated farm-to-fork restaurant/dining facility known as "Mangalista"; and

WHEREAS, on or about November 17, 2021, the Town's Development Review Board (the "TDRB") issued a detailed written decision, the procedural history of which is set forth therein, granting site plan approval to the Applicants, subject to certain specified terms, conditions and limitations (the "Decision"); and

WHEREAS, on or about December 16, 2021, one or more alleged "interested persons" appealed the TDRB's Decision to the Vermont Superior Court, Environmental Division (the "Environmental Division"); and

WHEREAS, subsequent to the filing of a notice of appeal, other alleged interested persons and the Applicants cross-appealed the TDRB's Decision to the Environmental Division and that appeal and related cross-appeals have collectively been coordinated and designated as Docket No. 21-ENV-00126; and

WHEREAS, the Applicants have also appealed to the Environmental Division the District #3 Environmental Commission's November 16, 2021 Partial Findings of Fact, Conclusions of Law and Order denying their Act 250 permit application and that appeal and related cross-appeals have collectively been coordinated and designated as Docket No. 21-ENV-00113; and

WHEREAS, the Town is an interested person and statutory party, respectively, in the above-referenced site plan approval and Act 250 appeals (and cross-appeals); and

WHEREAS, appeals to the Environmental Division from decisions of the TDRB and the District #3 Environmental Commission are reviewed *de novo* by the Court; and

WHEREAS, in furtherance of their cross-appeal, the Applicants have moved for summary judgment in Docket No. 21-ENV-00126, arguing that the TDRB's decision should be "deemed approved" by the Court pursuant to 24 V.S.A. § 4464(b); and

WHEREAS, while the Town does not concede that deemed approval occurred in this case, it recognizes that a determination by the Court in the Applicants' favor could result in the grant of site plan approval without conditions; and

WHEREAS, the Town believes that any site plan approval that issues in connection with Docket No. 21-ENV-00126 should, at a minimum, contain the terms, conditions and limitations set forth in the TDRB's Decision; and

WHEREAS, subject to the terms of this Agreement, the Applicants are agreeable to conforming their proposed accessory on-farm business to the terms, conditions and limitations of the TDRB's Decision, irrespective of the outcome of the above-referenced motion, appeals and cross-appeals; and

WHEREAS, the parties hereto believe that it is in their mutual best interest to resolve any differences that they may have pursuant to this Settlement Agreement, rather than through litigation;

NOW THEREFORE, based on the foregoing premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, having consulted with their respective counsel of record, hereby stipulate and agree as follows:

- 1) The Town shall take no position on the Applicants' pending motion for summary judgment regarding whether their application for site plan approval for an accessory on-farm restaurant/dining facility at 650 Pomfret Road was "deemed approved."
- 2) Should the Environmental Division determine the application referenced above was deemed approved, the Applicants agree to nevertheless operate the accessory on-farm business in accordance with the terms, conditions and limitations of the TDRB's Decision. For the purpose of clarity, said terms, conditions and limitations are set forth in summary form in Exhibit A, attached hereto. Should the Town's zoning regulations or state law change to the benefit of the Applicants, Applicant may, subject to any other applicable requirements, apply for an amendment to any condition therein.
- 3) Should the Environmental Division determine the application referenced above was *not* deemed approved, then the Town, acting through its duly authorized representatives, shall convey to the Court, by letter or other

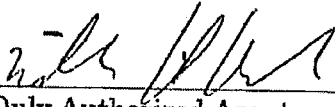
appropriate means, that it supports the TDRB Decision and ask that the Court grant site plan approval and issue a permit in substantial accord with the Decision, including all applicable terms, conditions and limitations. Further, should the Applicants have an opportunity, at trial or otherwise, to communicate to the Court their willingness to adhere to the terms, conditions and limitations of the TDRB Decision, they shall do so in a clear and unequivocal manner.

- 4) If necessary and upon written request, the Town, acting through its duly authorized representative(s), shall convey to the District #3 Environmental Commission or Environmental Division that, as conditioned by the TDRB Decision, and/or this Agreement, Peacefield's application for an Act 250 permit is consistent with the Town of Woodstock Town Plan.
- 5) The parties shall execute such further and other documents and/or take such other actions as reasonable and necessary to effectuate this Agreement and the intent of the parties hereto.
- 6) This Agreement represents a compromise to avoid litigation. By entering into this Agreement, no party makes any admission regarding the strength or weakness of any claim. As noted above, all parties were represented by counsel in the negotiation and drafting of this Agreement and they shall bear their own costs and attorney fees in connection with this Agreement and any litigation related thereto.
- 7) Nothing in this Agreement shall constitute a waiver by the Town of its authority and obligation to enforce any provision of federal, state or local law, regulation or policy not specifically affected by this Agreement, including the Town's zoning regulations. This Agreement constitutes the sole and entire Agreement between the parties regarding the subject hereof and supersedes all prior agreements, whether written or oral, related to the subject matter of this Agreement. This Agreement may only be amended by a written instrument signed by the parties hereto. This Agreement shall be interpreted in accordance with the laws of the State of Vermont. The presumption against the drafter shall not apply to this Agreement. This Agreement may be executed in multiple counterparts and shall be effective upon the date of the last party affixing its signature. This Agreement shall be binding and enforceable against the heirs, successors and assigns of the parties hereto, as the case may be. Should any provision of this Agreement be deemed invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed, the remainder of the Agreement shall continue in force and effect and the parties shall cooperate to reform the Agreement to reflect their original intent.

8) This Agreement relates to a matter arising under Chapter 117 of Title 24, V.S.A., and the Environmental Division shall have exclusive jurisdiction to enforce the foregoing provisions upon petition of any party pursuant to V.R.E.C.P. 3(10). No failure to exercise, and no delay in exercising any right, power or remedy hereunder shall impair any right, power or remedy which the parties hereto may have, nor shall any such delay be construed to be a waiver of any of such rights, powers or remedies, or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any party hereunder be deemed a waiver of any default or breach subsequently occurring.

DATED at Woodstock, Vermont, this 6<sup>th</sup> day of April, 2022.

**TOWN OF WOODSTOCK**

By:   
Its Duly Authorized Agent

DATED at Braintree, Massachusetts, this \_\_\_\_ day of April, 2022.

**JOHN HOLLAND**

By: \_\_\_\_\_  
John Holland, for Himself

DATED at Braintree, Massachusetts, this \_\_\_\_ day of April, 2022.

**MAUREEN HOLLAND**

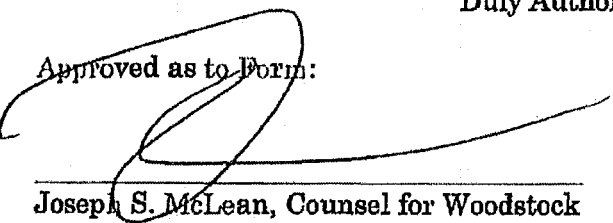
By: \_\_\_\_\_  
Maureen Holland, for Herself

DATED at Braintree, Massachusetts, this \_\_\_\_ day of April, 2022.

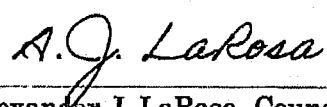
**PEACEFIELD, LLC**

By: \_\_\_\_\_  
Duly Authorized Agent and Manager

Approved as to Form:



\_\_\_\_\_  
Joseph S. McLean, Counsel for Woodstock



\_\_\_\_\_  
Alexander J. LaRosa, Counsel for Holland  
and Peacefield, LLC

[REMAINDER OF PAGE BLANK; EXHIBIT A FOLLOWS]

**EXHIBIT "A" TO SETTLEMENT AGREEMENT BETWEEN JOHN &  
MAUREEN HOLLAND, PEACEFIELD, LCC, AND THE TOWN OF  
WOODSTOCK**

Pursuant to a Settlement Agreement between the above-referenced parties, Mangalista restaurant, an accessory on-farm business located at Peacefield Farm, 650 Pomfret Road, Woodstock, Vermont, and any successor accessory on-farm restaurant, shall be operated in accordance with the approved site plan and application materials submitted to the TDRB and in a manner consistent with the November 17, 2021 TDRB Decision, including the following critical permit conditions:

1. Food and beverage service to patrons is limited to five days per week;
2. The restaurant service hours shall be 11 AM to 10 PM;
3. Outdoor food service is limited to 16 persons at any one time;
4. Outdoor food events such as wedding parties and receptions are prohibited;
5. Total patrons being served food or beverage shall be limited to no more than 60 at one time.
6. Site Plan Review Section 809(B)(3): The applicant shall install Norway Spruce or similar screening in a staggered formation to provide additional screening at the north, southern and western (street) facing edges of parking areas that are clearly visible from Pomfret Road and adjacent residential neighbors. The intent of this condition is to limit the visibility of parked cars from these locations and to reduce the flare from nighttime vehicle headlights.
7. Site Plan Review Section 809(B)(4): The applicant shall employ measures to reduce glare emanating from the site and proposed use. To this end, the following conditions apply:
  - a. No exterior light blubs shall be directly exposed. Light blubs shall be shielded and pointed downward. All lighting shall be of a soft or warm color.
  - b. To reduce the lighting impact associated with the proposed use, all exterior lighting will be dimmable and not exceed 35% capacity. Additionally, no lights shall be projected upwards onto the building. Pursuant to Section 809(E), the TDRB reserves the ability to review and evaluate this condition and to make modifications to exterior lighting requirements as may be necessary for revised or full lighting approval.
  - c. To minimize the effect of excessive exterior lighting only minimal lighting for safety of patrons and staff shall be allowed after 10 PM. Business signs shall be off during non-business hours and after 10 PM.
  - d. To mitigate the effect of glare from neighboring properties and users of Pomfret Road, the applicant shall take measures to install window

treatments above the ground floor of the restaurant building facing west to shield light emanating from the building. Per Section 809(E), the TDRB reserves the ability to review and evaluate this condition to ensure that the intent of this condition is being reasonably met.

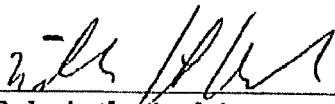
- e. To reduce the potential effect of excessive noise, no sound systems, bands or music shall be outdoors.

[END OF EXHIBIT A]

- 8) This Agreement relates to a matter arising under Chapter 117 of Title 24, V.S.A., and the Environmental Division shall have exclusive jurisdiction to enforce the foregoing provisions upon petition of any party pursuant to V.R.E.C.P. 3(10). No failure to exercise, and no delay in exercising any right, power or remedy hereunder shall impair any right, power or remedy which the parties hereto may have, nor shall any such delay be construed to be a waiver of any of such rights, powers or remedies, or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any party hereunder be deemed a waiver of any default or breach subsequently occurring.

DATED at Woodstock, Vermont, this 6th day of April, 2022.

**TOWN OF WOODSTOCK**

By:   
Its Duly Authorized Agent

DATED at Braintree, Massachusetts, this Apr 8, 2022 day of April, 2022.

**JOHN HOLLAND**

By: *John P. Holland*  
John P. Holland (Apr 8, 2022 10:00 EDT)  
John Holland, for Himself

DATED at Braintree, Massachusetts, this \_\_\_\_\_ day of April, 2022.

**MAUREEN HOLLAND**

By: \_\_\_\_\_  
Maureen Holland, for Herself



8) This Agreement relates to a matter arising under Chapter 117 of Title 24, V.S.A., and the Environmental Division shall have exclusive jurisdiction to enforce the foregoing provisions upon petition of any party pursuant to V.R.E.C.P. 3(10). No failure to exercise, and no delay in exercising any right, power or remedy hereunder shall impair any right, power or remedy which the parties hereto may have, nor shall any such delay be construed to be a waiver of any of such rights, powers or remedies, or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any party hereunder be deemed a waiver of any default or breach subsequently occurring.

DATED at Woodstock, Vermont, this 6th day of April, 2022.

**TOWN OF WOODSTOCK**

By: [Signature]  
Its Duly Authorized Agent

DATED at Braintree, Massachusetts, this \_\_\_\_ day of April, 2022.

**JOHN HOLLAND**

By: \_\_\_\_\_  
John Holland, for Himself

DATED at Braintree, Massachusetts, this \_\_\_\_ day of April, 2022.  
Apr 8, 2022

**MAUREEN HOLLAND**

By: [Signature]  
Maureen Holland (Apr 8, 2022 11:55 EDT)  
Maureen Holland, for Herself

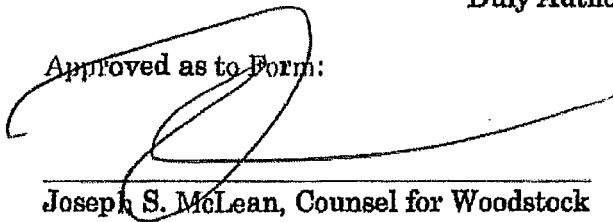


**DATED** at Braintree, Massachusetts, this <sup>Apr 8, 2022</sup> day of April, 2022.

**PEACEFIELD, LLC**

By: *John P. Holland*  
John P. Holland (Apr 8, 2022 10:00 EDT)  
**Duly Authorized Agent and Manager**

Approved as to Form:

  
**Joseph S. McLean, Counsel for Woodstock**

**Alexander J. LaRosa, Counsel for Holland  
and Peacefield, LLC**

**[REMAINDER OF PAGE BLANK; EXHIBIT A FOLLOWS]**

