

## PURCHASE AND SALE AGREEMENT

This AGREEMENT made effective as of the 14<sup>th</sup> day of May, 2020, (the "Effective Date") by and between **JANE S. CHRISTOPHER FAMILY TRUST, GARY R. CHRISTOPHER, TRUSTEE** and **THE RONALD CHRISTOPHER REVOCABLE TRUST, GARY R. CHRISTOPHER, TRUSTEE**, having an address of 58 Bashan Road, East Haddam, CT 06423 ("Sellers"), and the **TOWN OF EAST HAMPTON**, a municipal corporation organized and existing under the laws of the State of Connecticut having an address of 1 Community Drive, East Hampton, Connecticut 06424 ("Purchaser").

### WITNESSETH

WHEREAS, the Sellers are the owners of those two (2) certain parcels of land consisting of approximately a combined 12 +/- acres found on Assessor's Map 04A, Block 45, Lot 29 and Assessor's Map 04A, Block 45, Lot 25, commonly known as **20 Christopher Road** and situated in the Town of East Hampton, County of Middlesex and the State of Connecticut (the "Christopher Properties"); and

WHEREAS, the Sellers intend to reconfigure the boundary line of the Christopher Properties into two (2) separate parcels with one parcel containing approximately 9 +/- acres (the "Purchaser Parcel") and the other parcel containing approximately 3 +/- acres (the "Sellers Parcel") more particularly bounded by the survey conducted by Purchaser ("Reconfiguration Survey") at **Exhibit 1** and approved by Sellers; and

WHEREAS, the Sellers Parcel is approximately 3 +/- acres of Lot 25 more particularly bounded by the Reconfiguration Survey and improved with a residential home consisting of approximately 1,360 square feet of living area; and

WHEREAS, the Purchaser Parcel is the remaining acreage of the Christopher Properties not allocated to the Sellers Parcel more particularly bounded by the Reconfiguration Survey; and

WHEREAS, Purchaser and Sellers desire to set forth the terms upon which said Christopher Properties will be reconfigured; and

WHEREAS, Purchaser and Sellers desire to set forth the terms upon which said Purchaser Parcel will be transferred, together with certain representations and warranties pertaining to the Christopher Properties, defined below, being transferred; and

NOW, THEREFORE, in view of the above and for other good and valuable considerations, the parties hereto agree as follows:

### ARTICLE I

#### PURCHASE AND SALE

1.1 Purchase of Purchaser Parcel. For and in consideration of the undertakings and

mutual covenants of the parties set forth herein, and subject to the conditions hereinafter set forth, Sellers hereby agree to sell and convey unto Purchaser and Purchaser hereby agrees to purchase from Sellers the Purchaser Parcel located in the Town of East Hampton, County of Middlesex and State of Connecticut, together with all and singular easements, covenants, agreements, rights, privileges, tenements, hereditaments, airspace, rights-of-way, and appurtenances thereunto belonging or appertaining thereto.

1.2 Permitted Encumbrances. The Purchaser Parcel shall be conveyed subject to such encumbrances of title as set forth in Article 8.2 (the "Permitted Encumbrances").

1.3 Creation of the Purchaser Parcel; Survey. The Reconfiguration Survey was completed and certified on April 14, 2020 by Anchor Engineering Services, Inc., a Connecticut licensed professional surveyor. The Reconfiguration Survey was approved by Sellers on even date herewith. The Reconfiguration Survey depicting the final agreed upon boundaries of the Purchaser Parcel shall be attached as Exhibit 1. Upon receipt of the Reconfiguration Survey Seller agrees that Purchaser may immediately record the same on the East Hampton Land Records.

## ARTICLE 2.

### PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Purchaser Parcel shall be established as the average fair market value as determined by two (2) mutually acceptable third-party appraisers licensed in the State of Connecticut (the "Appraisals") the cost of which will be borne solely by the Purchaser (the "Purchase Price"). The Sellers will be provided copies of the both appraisal reports.

2.2 Payment of Purchase Price. The Purchase Price, as adjusted as hereinafter provided, shall be paid by Purchaser to Sellers at Closing.

## ARTICLE 3.

### PAYMENT OF CERTAIN EXPENSES

3.1 Payment of Certain Expenses. Purchaser, in connection with the transactions contemplated by this Agreement, shall pay the costs of all engineering reports, inspections and other costs and expenses incurred in connection with Purchaser's due diligence activities, and all other costs and expenses in connection herewith incurred by Purchaser, including but not limited to the cost of the Reconfiguration Survey and Appraisals. Purchaser shall pay for any title insurance premium at standard rates. Sellers shall pay the cost of all conveyance and/or transfer taxes due in connection with the recordation of the deed.

## ARTICLE 4.

### ITEMS TO BE FURNISHED TO PURCHASER

4.1 Items to be Provided by Seller. Sellers have delivered to Purchaser or will deliver to Purchaser within seven (7) business days of the date of this Agreement all of the following items which may be in the possession or control of Sellers including, but not limited to: (a) The most current title report of the Purchaser's Parcel; (b) Environmental reports; (c) Surveys; (d) Subsurface reports; and (e) Engineering reports. The above items together with any other additional property reports or materials delivered by Sellers to Purchaser are collectively referred to herein as the "Seller's Documents".

## ARTICLE 5.

### DUE DILIGENCE, TITLE, AND GOVERNMENTAL APPROVAL CONTINGENCIES

5.1 Due Diligence. Purchaser shall have a period terminating ninety (90) days after the Effective Date (as the same may be extended, "Due Diligence Period") for Purchaser, its authorized agents, employees and other representatives, to enter upon the Purchaser Parcel to make such inspections or investigations and obtain copies of such documents in the possession or control of Sellers desired by Purchaser with respect to the Purchaser Parcel. This evaluation may include any environmental investigations which Purchaser wishes to undertake, the review of any the Seller's Documents and any other documents which may be furnished by Sellers to Purchaser during the Due Diligence Period as Purchaser may reasonably request. Sellers agree to allow Purchaser through its duly authorized agents and representatives to enter upon the Purchaser Parcel at all reasonable times, and Sellers agree to cooperate with Purchaser in all such inspections at the request of Purchaser.

If Purchaser determines, at any time during said Due Diligence Period that Purchaser, in its sole and absolute discretion, is not satisfied with the condition of the Purchaser's Parcel, the Seller's Documents or any of the other foregoing studies or inspections, Purchaser shall have the right, in its sole and absolute discretion to terminate this Agreement by giving written notice thereof to Sellers at any time prior to the expiration of the Due Diligence Period and thereafter neither Sellers nor Purchaser shall have any further obligations or liabilities to the other hereunder with the exception of those provisions of this Agreement which are designated to survive the termination hereof. Upon such termination, Purchaser shall return to Sellers any information and items which may have been furnished to Purchaser by Sellers or its agents, employees or independent contractors.

5.2 Title. Within fifteen (15) days from the Effective Date the Purchaser shall notify the Sellers of the existence of any encumbrances and defects in title ("Title Defect List") which are not Permitted Encumbrances and which are ascertainable from an examination of the East Hampton Land Records and the records of the office of the Secretary of the State of Connecticut, provided that, with respect to such encumbrances or defects as arise after the date of such notice, the Purchaser must notify the Sellers within five (5) days after it has notice of such encumbrance or defect. Within ten (10) days after Sellers receive the Title Defect List, Sellers shall notify

Purchaser whether Sellers agree to eliminate or otherwise remove of record (“cure”) any Title Defects at its sole cost and expense at or prior to Closing. If Sellers notify Purchaser within such ten (10) day period that it will cure all Title Defects at its sole cost and expense at or prior to Closing, Purchaser shall be required to complete the purchase of the Purchaser’s Parcel as herein provided and Sellers shall be obligated to cure all Title Defects at its sole cost and expense at or prior to Closing. Sellers shall not create any liens, encroachments, encumbrances or restrictions on or with respect to the Purchaser’s Parcel, without the prior consent of Purchaser, which consent shall not be unreasonably withheld or delayed. If, at the time of the closing of title, the Purchaser’s Parcel shall be affected by any lien which is required to be discharged by the Sellers to deliver title as contemplated by this Agreement, the Sellers shall be deemed to have discharged or satisfied the same if duly executed instruments of release in proper form are delivered to the Purchaser at closing of title and the Sellers agree to pay the fees for recording the same. If at the Closing the Sellers shall be unable to convey good and marketable title to the Purchaser’s Parcel free and clear of such encumbrances or defects, which title shall be insurable as such by a reputable title insurance company and at standard rates without exceptions, or which would adversely affect the Purchaser’s use of the Purchaser’s Parcel, the Purchaser shall have the option either of accepting such title as the Sellers can convey, or of terminating this Agreement in which case this Agreement shall terminate and neither the Purchaser nor the Sellers shall have any further rights or obligations under this Agreement.

5.3 Governmental Approvals. Upon expiration of the Due Diligence Period, the Purchaser shall have up to ninety (90) days (the “Approval Period”) to obtain all necessary governmental approvals required by the Town Charter, local ordinance or applicable municipal state law (the “Governmental Approvals”) in order to ratify this Agreement. Such Governmental Approvals shall include, and be limited to the following:

- a. Town Council Approval. An approval of a Resolution approving the execution of this Agreement by the Town of East Hampton Town Council (the “Town Council Approval”) which Town Council Approval shall be a condition of Purchaser’s obligations hereunder;
- b. Planning & Zoning Approval. Approval by Town of East Hampton Planning & Zoning Commission pursuant to Conn. Gen. Stat. §8-24 (the “Planning & Zoning C.G.S. §8-24 Approval”) which Planning & Zoning C.G.S. §8-24 Approval shall be a condition of the Purchaser’s obligations hereunder;
- c. Board of Finance Approval and Grant Receipt. Approval by the Town of East Hampton Board of Finance pursuant to Town of East Hampton Charter Section 4.1 (the “Board of Finance Approval”) and receipt of grant funding, which Board of Finance Approval and receipt of grant funding shall be a condition of the Purchaser’s obligations hereunder;
- d. Town Meeting. Approval by the Town of East Hampton Town Meeting pursuant to Town of East Hampton Charter Section 4.1 (the “Town Meeting Approval”) which Town Meeting Approval shall be a condition of the Purchaser’s obligations hereunder; and
- e. Other Governmental Approvals. Such other municipal and governmental approvals as may be necessary or desirable for Purchaser to authorize or otherwise consummate the purchase, or financing, of the Purchaser’s Parcel (the “Other Governmental Approvals”).

The Purchaser shall have one (1) option to extend the Approval Period for an additional thirty (30) days. In the event that the Purchaser is unable to obtain the Governmental Approvals within the Approval Period, then the Purchaser may terminate this Agreement by notice to Sellers and upon such notice, this Agreement shall terminate and be null and void and all further rights, remedies and obligations of the parties hereto shall cease, except those which expressly survive the termination or expiration of this Agreement.

## ARTICLE 6.

### **SELLERS'S COVENANTS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES**

6.1 Covenants of Sellers. Sellers hereby covenant and agree with Purchaser as follows:

(a) Subject to the terms and provisions of this Agreement, at all times from and after the execution of this Agreement to the Closing, Sellers shall maintain the existing condition of the property.

(b) Through Closing, Sellers shall maintain in full force and effect its existing insurance coverage, or coverage substantially equivalent thereto. All risk of loss in and to the Purchaser's Parcel shall remain vested in Sellers until the Closing.

6.2 Representations and Warranties of Sellers. Sellers hereby represent and warrant to Purchaser as follows (all of which are acknowledged by Sellers to be material to Purchaser) and agrees to promptly notify Purchaser in the event that any of the following representations and warranties become incorrect, or misleading in any material respect, prior to the Closing:

(a) Sellers are individuals legally residing in the State of Connecticut. Sellers have the requisite power to execute this Agreement and perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of Sellers and enforceable against them in accordance with its terms.

(b) Sellers are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

(c) Sellers have never received any complaint or notice of any governmental investigation relating to any violation or claimed violation of any environmental law, building code or ordinance, regulation or order on or about the Purchaser's Parcel and, to the best of their knowledge, there are none threatened or pending.

(d) The Purchaser's Parcel is not considered an "Establishment" and not subject to the requirements of the Connecticut Hazardous Waste Establishment Act, Conn. Gen. Stat. Section 22a-134 et seq.

(e) Sellers have not retained any person or firm to file any notice of protest against, or to commence any action to review, any real property tax assessment against the Purchaser's Parcel and, to the best of their knowledge, no such action has been taken by or on behalf of any party.

(f) Other than those specified herein, to the best of Sellers' knowledge, there are no covenants, easements, licenses or rights of any parties, whether recorded or unrecorded, which affect the Purchaser's Parcel or its use or operation in any fashion whatsoever.

(g) There is no pending, and Sellers have no knowledge of threatened, condemnation, eminent domain or other public agency proceedings affecting the Purchaser's Parcel and Sellers agree to promptly notify the Purchaser if notice of any such hearing is received prior to Closing.

(h) To the best of Sellers' knowledge, Sellers have not violated any of the covenants, conditions, restrictions or easements that are listed as Permitted Encumbrances to this Agreement.

(i) There are no leased or financed fixtures or equipment serving the Purchaser's Parcel.

(j) There is not now pending, nor is there threatened against Sellers, any action in bankruptcy, whether voluntary or otherwise, any assignment for the benefit of creditors, or any petitions seeking reorganization, liquidation, dissolution or similar relief under any federal, state or other law relating to bankruptcy, insolvency, reorganization or other relief for debtors.

(k) To Sellers' actual knowledge, without having undertaken any inquiry or investigation, no part of the Purchaser's Parcel has been used for storage or disposal (whether pursuant to law or otherwise) of any Hazardous Substance (defined below) and no part of the Purchaser's Parcel presently is contaminated by any Hazardous Substance. To Sellers' actual knowledge there is no underground storage tanks located on the Purchaser's Parcel and there never have been any.

As used in this Agreement the following terms shall have the meanings indicated below:

1. "Environmental Laws" means federal, state and local laws, ordinances, rules and regulations related in any way to the protection of the environment, health or safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sect. 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sect. 6901 et seq.; and, such laws, ordinances, rules and regulations which govern:

a. the existence, cleanup and/or remedy of Hazardous Substances on the Purchaser's Parcel;

- b. the protection of the environment from spilled, deposited or otherwise emplaced Hazardous Substances;
- c. the control of Hazardous Substances; or
- d. the use, generation, transport, treatment, removal, storage, discharge or recovery of Hazardous Substances, including building materials.

2. "Hazardous Substance" means any hazardous substance, hazardous waste, toxic substance, pollutant or contaminant as such terms may be defined in any of the Environmental Laws, asbestos, polychlorinated biphenyls, urea formaldehyde foam, radon and any other substance the presence of which may cause common law liability.

3. "Underground Storage Tank" means any tank including appurtenant pipes, lines, fixtures and other related equipment, the volume of which, including the volume of appurtenant pipes, lines, fixtures and other related equipment, is ten (10%) per cent or more below the surface of the ground.

(l) Survival. The provisions of this Article 6 shall be binding upon the parties hereto regardless whether or not the transactions contemplated hereby are consummated and shall survive the termination of this Agreement or the Closing without limitation as to time.

## ARTICLE 7.

### **PURCHASER'S REPRESENTATIONS AND WARRANTIES**

7.1 Representations and Warranties by Purchaser. Purchaser hereby represents and warrants to Sellers as follows (all of which are acknowledged by Purchaser to be material to Sellers) and agrees to promptly notify Sellers in the event that any of the following representations and warranties become incorrect or misleading in any material respect prior to Closing:

(a) This Agreement has been duly executed and delivered by Purchaser, constitutes the legal, valid and binding obligation of Purchaser, and is enforceable against Purchaser in accordance with its terms.

(b) There are no actions, suits or proceedings threatened or pending against Purchaser, at law or in equity or before or by any federal, state or municipal commission, board, agency or instrumentality, which would materially adversely affect Purchaser's ability to consummate the transactions contemplated hereunder.

(c) Purchaser has the full legal right, power and authority to execute and deliver this Agreement and to enter into and to perform the obligations to be performed by it expeditiously under this Agreement, subject only to the items set forth in Article 9.

## ARTICLE 8.

### TITLE

8.1 Conveyance of Purchaser Parcel. At the Closing, Sellers shall convey to Purchaser by Warranty Deed, good and indefeasible title to the Purchaser's Parcel, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions, except any Permitted Encumbrances.

8.2 Permitted Encumbrances. The Purchaser's Parcel shall be sold and conveyed by the Sellers subject only to the following items which are sometimes herein referred to as "Permitted Encumbrances":

(a) Any and all provisions of any ordinance, municipal regulation, or public or private law, but not violations thereof,

(b) Real estate taxes not yet due as of the Closing, which taxes shall be adjusted as provided in Article 9.3 hereof, and,

(c) Easements and encumbrances as of record may appear, provided said encumbrances do not affect marketability of title or the Purchaser's intended use of the Purchaser's Parcel.

8.3 Possession. Exclusive possession of the Purchaser Parcel, free of all tenants, third parties and all personal property of the Sellers and/or former tenants, shall be delivered to Purchaser at the Closing.

## ARTICLE 9.

### CLOSING

9.1 Closing. The Closing of the sale and purchase of the Purchaser's Parcel shall take place at the offices of Purchaser's attorney, Updike, Kelly & Spellacy, 179 Main Street, 100 Plaza Middlesex, Middletown Connecticut, on or before thirty (30) days following the expiration of the Approval Period. The place time and date provided for herein or hereafter, as may be changed by agreement of the parties, is sometimes referred to as the "Closing."

9.2 Delivery of Documents. At the Closing, the Seller shall deliver to the Purchaser the following documents (the "Documents"):

(a) A duly executed and acknowledged Warranty Deed conveying the Purchaser's Parcel to Purchaser as provided in Section 8.1, together with all applicable conveyance tax returns and checks in payment of all conveyance taxes payable on account of the transaction contemplated hereby;

(b) An affidavit signed by Sellers under oath stating that neither Seller is a



foreign person (as defined in the Internal Revenue Code and the Income Tax Regulations) under the provisions of Section 1445 of the Internal Revenue Code of 1986, as amended, and giving each of Sellers's federal tax identification number;

(c) A non-existence of liens and parties in possession affidavit and such other documents as are reasonably required by Purchaser's title insurance company

(d) IRS Forms 1099, if applicable; and

(e) Such additional documents that Purchaser, Purchaser's title company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Sellers or result in any new or additional obligation, covenant, representation or warranty of Sellers under this Agreement beyond those expressly set forth in this Agreement).

### 9.3 Closing Adjustments and Costs:

(a) Purchaser's Parcel ad valorem taxes for the tax year during which the Closing Date occurs shall be borne by Sellers effective as of the Closing Date and shall be adjusted in cash at the Closing in accordance with the prevailing practices of the Connecticut Bar for real estate transactions in the Town of East Hampton.

## ARTICLE 10.

### NOTICES

10.1 Notices. All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the PURCHASER shall be sent to:

Town of East Hampton  
20 East High Street (on or prior to May 10, 2020) or  
1 Community Drive (on or after May 11, 2020)  
East Hampton, Connecticut 06424  
Attn: Town Manager, David Cox  
Telephone No. 860-267-4468  
Facsimile No. 860-267-1027

With a copy to:

Richard D. Carella, Esq.  
Updike Kelly & Spellacy, P.C.  
100 Plaza Middlesex  
179 Main Street, 3<sup>rd</sup> Floor  
Middletown, CT 06457  
Telephone No: (860) 548-2681  
Fax No.: (860) 346-4580

The SELLERS:

Jane S. Christopher Family Trust  
Ronald Christopher Revocable Trust  
Gary R. Christopher, Trustee  
58 Bashan Road  
East Haddam, CT 06423

With a copy to:

Attorney W. Campbell Hudson III  
Hudson & Kilby  
PO Box 398  
Essex, CT 06426

or in each case to such other address as either party may from time to time designate by giving notice to the other part pursuant to this Section. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

## ARTICLE 11.

### COMMISSIONS RELATING TO THIS AGREEMENT

11.1 Broker. Sellers and Purchaser each represent to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the Purchaser's Parcel. This Agreement is consummated by the parties in reliance on the other's representation that no broker or agent was, in any way, a procuring cause of this sale and purchase. The parties agree to indemnify and hold the other harmless against the claim of any broker or agent for a commission due by reason of this sale, where it is alleged that said broker or agent called the Purchaser's Parcel to Purchaser's attention or interested Purchaser therein, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees.

11.2 Survival. The provisions of this Article 11 shall be binding upon the parties hereto regardless whether or not the transactions contemplated hereby are consummated and shall survive the termination of this Agreement or the Closing without limitation as to time.

## ARTICLE 12.

### **RISK OF LOSS; CONDEMNATION**

12.1 Risk of Loss. Until the Closing, the risk of loss by fire or other casualty to the Purchaser's Parcel, and liability for personal injury or damage to property of others at the Purchaser's Parcel shall be borne by the Sellers. In the event of liability for personal injury or damage to property of others at the Purchaser's Parcel prior to the Closing, the estimated liabilities of which exceed Fifty Thousand and 00/100 Dollars (\$50,000.00), the Purchaser shall have the option to terminate this Agreement upon written notice to Sellers provided within ten (10) days following the date of occurrence of such liability or loss. If the Purchaser shall exercise its right to terminate this Agreement pursuant to this Section the parties shall be relieved of all liabilities and obligations hereunder. If the Purchaser does not elect to terminate this Agreement, this Agreement shall remain in full force and effect and in such event the Sellers shall pay over and assign or cause to be paid over and assigned to the Purchaser at the Closing any and all proceeds and claims under any casualty insurance policies insuring the damaged Purchaser's Parcel or covering liabilities which occurred on the Purchaser's Parcel, to the extent of any damage that has not been otherwise repaired.

12.2 Condemnation. If, prior to the Closing, all or any material part of the Purchaser's Parcel is taken by eminent domain, the Purchaser shall have the option either (i) to elect not to acquire the Purchaser's Parcel, in which case this Agreement shall terminate and the parties shall be relieved of all further rights and obligations with respect thereto or (ii) to acquire the Purchaser's Parcel, subject to such action, without adjustment in the Purchase Price and otherwise in accordance with the terms and provisions of this Agreement, but the Purchaser shall upon Closing be entitled to the proceeds of all awards made on account of such taking which would otherwise accrue to the Sellers. The Purchaser shall give written notice to the Sellers of any election pursuant to this Section within five (5) business days following receipt by the Purchaser of any written notice of such taking or proposed taking. Failure of the Purchaser to make such election within said period shall be deemed an election to proceed to Closing pursuant to clause (ii) above.

## ARTICLE 13.

### **TERMINATION AND REMEDIES**

13.1 Termination Upon Sellers's Default. In the event that any of Sellers's representations or warranties contained herein are materially untrue on the Closing Date, or in the event of the failure of any condition to closing within Sellers's control, or if Sellers shall have failed to perform or defaulted in the performance of any of the covenants and agreements contained herein which are to be performed by Sellers and such failure shall continue for a period of ten (10) days after written notice from Purchaser to Sellers and has not been otherwise waived, in writing, by Purchaser and such failure or default shall be for any reason other than a default by Purchaser

hereunder, the Purchaser may either (a) terminate this Agreement by giving written notice of termination to the Sellers on or before the Closing Date and thereafter the Sellers and the Purchaser shall have no further obligations or liabilities to the other hereunder, or (b) maintain an action for specific performance provided that said action is commenced within two (2) months of the scheduled closing date, and in which event the parties agree that Purchaser has an important and specific proprietary interest in the Purchaser's Property, and Seller specifically hereby waives all equitable defenses (including estoppel, laches, unclean hands or impossibility of performance) to Purchaser's claim of specific performance.

13.2 Termination Upon Purchaser's Default. If after the satisfaction of all Purchaser's Contingencies Purchaser shall fail to consummate this Agreement for any reason other than Sellers' default or the termination of this Agreement, then this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement, with the exception of those provisions of this Agreement which are designated to survive the Closing.

## ARTICLE 14.

### MISCELLANEOUS PROVISIONS

14.1 Modification. This Agreement and all Exhibits hereto constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior discussions, understandings, agreements and negotiations between the parties hereto. This Agreement may be modified only by written instrument duly executed by the parties hereto.

14.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.3 Days. If an action is required to be performed or if any notice, consent or other communication is given, on a day that is not a Business Day (i.e., a Saturday, Sunday or legal holiday in the jurisdiction in which the action is required to be performed or in which is located-the intended recipient of such notice, consent or other communication), such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first Business Day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to the "day" or "days" shall refer to calendar days and not business days.

14.4 Applicable Law. This Agreement and all documents referred to herein shall be governed by, construed and interpreted in accordance with the laws of the State of Connecticut. As a part of the consideration for this Agreement, and regardless of any present or future domicile of Sellers, Sellers and Purchaser hereby consent and agree that the Superior Court of the State of Connecticut and the United States District Court of Connecticut shall have exclusive jurisdiction to hear and determine any claims or disputes between Sellers and Purchaser relating to this Agreement or to any matter arising out of or related to this Agreement. The parties expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court and each party hereto hereby waives any objection which it may have based upon lack of personal

jurisdiction, improper venue of forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court.

14.5 Venue and Jurisdiction; Jury Waiver. THE PARTIES HERETO AGREE THAT ANY SUIT FOR THE ENFORCEMENT OF THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF CONNECTICUT OR ANY FEDERAL COURT SITTING THEREIN AND CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON SUCH PARTY BY MAIL AT THE ADDRESS SET FORTH HEREIN. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY, AND SPECIFICALLY CONSENTS TO A TRIAL BEFORE A COURT.

14.6 Costs. Regardless of whether Closing occurs hereunder, and except as otherwise expressly provided herein, each party hereto shall be responsible for its own costs in connection with this Agreement and the transactions contemplated hereby, including without limitation, fees of attorneys, engineers, accountants and other professional persons.

14.7 Incorporation by Reference. All of the Exhibits attached hereto are by this reference incorporated herein and made a part hereof.

14.8 Survival. Except as specifically provided in any other provision of this Agreement, no representation, warranty, covenant or agreement of Sellers and Purchaser made in, or pursuant to, this Agreement shall survive Closing.

14.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

14.10 Section/Section Titles. Section titles and captions used herein in connection with the Articles of this Agreement are for convenience only and shall not be deemed to construe or to limit the meaning of the language of this Agreement.

14.11 Interpretation. This Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the party which drafted this Agreement. If any words or phrases in this Agreement shall have been stricken out or otherwise mutually eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words imparting the singular number shall mean and include the plural number and vice versa.

14.12 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

14.13 Attorney's Fees. In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including reasonable attorney's fees, incurred in connection with such claims.

14.14 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Purchaser's Parcel to Purchaser.

14.15 Waiver and Conditions. Notwithstanding any provision of this Agreement, either party may at its option and in writing waive any provision that is a condition to its performance hereunder and close the transaction.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective as of the day and year first written above.

Signed in the presence of:

*D*

*Debra H. Denette*  
Debra H. Denette

*Jim Ventres*

subscribed and sworn to before me this 14th day of May 2020  
*Debra H. Denette*

Sellers:

JANE S CHRISTOPHER FAMILY TRUST  
RONALD CHRISTOPHER REVOCABLE TRUST  
GARY R. CHRISTOPHER, TRUSTEE

By: *Gary R. Christopher Trustee*  
Date *5/14/2020*

Its Duly Authorized

DEBRA H. DENETTE  
Notary Public  
My Commission Expires  
September 30, 2023

Purchaser:

TOWN OF EAST HAMPTON

\_\_\_\_\_

*Cathy Sirolis*  
Cathy Sirolis

By: *David Cox* *5/19/2020*  
Date

David Cox  
Its Town Manager  
Duly Authorize

**EXHIBIT 1: RECONFIGURATION SURVEY**

- REFERENCES**
- 1) PREPARED FOR VOLMER, S. & WIDA, M. CHRISTOPHER  
BY: MESSON & SHYPPAL
  - 2) MAP SHOWING LAKESIDE, A.M. PLANNERS, OWNER.  
DATE: APRIL, 2006 & MAR. 1, 1997, 8/17/94, 8/17/94.  
SUBDIVISION MAP BARBERSPOINT, NORTH MAIN STREET  
SCALE: 1"=40'. DATE: MAY 17, 1982.
  - 3) HENRY & STEVENS
  - 4) PLAN MAP OF THE JANE S. CHRISTOPHER AND ADRIENE M. MARLAND.  
BY: MESSON & SHYPPAL.
  - 5) PROPERTY SURVEY PREPARED FOR EDWARD P. GAINES, III  
ASSESSOR'S MAP # BLOCK 451/07 BK. EAST HAMPTON, CONNECTICUT.  
BY: WAREH, J. PLANO.

- SURVEY NOTES**
- 1) BEARINGS AND COORDINATES DEPICTED HEREOIN ARE BASED UPON MAP REFERENCE #1.
  - 2) SURVEY CONDUCTED BY ANCHOR ENGINEERING SERVICES, INC. IN APRIL, 2020.
  - 3) UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS FROM FIELD AND NOTED HEREON HAVE BEEN COMPARED IN PART TO COMPANIES OR GOVERNMENT AGENCIES FROM PARCEL ESTIMATORY APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SPOUT FEATURES APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SPOUT FEATURES TO ANCHOR ENGINEERING SERVICES, INC. THE SIZE, LOCATION AND VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG 1-800-392-4455

- AREA TABLE**
- | MAP BLOCK / LOT | EXISTING AREA | PROPOSED AREA |
|-----------------|---------------|---------------|
| 4A / 45 / 25    | 8.33 ACRES ±  | 2.64 ACRES ±  |
| 4A / 45 / 29    | 1.92 ACRES ±  | 7.58 ACRES ±  |
| MAINT. EASEMENT | N/A           | 0.033 ACRES ± |

- LEGEND**
- PROPERTY LINE
  - EASEMENT LINE
  - STONE WALL
  - BARBED WIRE FENCE
  - OVERHEAD UTILITIES
  - UTILITY POLE

ANCHOR ENGINEERING SERVICES, INC.  
1175 W. MAIN STREET  
EAST HAMPTON, CT 06424  
TEL: 860-426-1175  
WWW.ANCHORENGINEERING.COM

**LOT LINE REVISION**  
SHOWING LAND OF THE  
**JANE S. CHRISTOPHER FAMILY TRUST**  
TOWN OF EAST HAMPTON, CONN.  
CHRISTOPHER ROAD

PROJECT: 729318  
DATE: 4/17/2020  
SHEET NO: 1 OF 1

SCALE: 1"=40'

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