

**AGREEMENT FOR SALE AND
PURCHASE OF REAL ESTATE**

THIS AGREEMENT made and concluded this 6/25/, 2019 by and between Town of Columbia, a municipal corporation duly existing under the laws of the State of Connecticut and having its territorial limits within the County of Tolland, State of Connecticut hereinafter referred to as "Seller", and Alison M. Nicholes and Glen R. Nicholes Jr., hereinafter referred to as "Purchaser".

WITNESSETH:

That Seller, in consideration of the promises of Purchaser hereinafter contained, does hereby promise and agree to and with Purchaser that, immediately upon the faithful performance of Purchaser's agreement hereinafter made, Seller will on or before the closing date set forth in Section 4 hereof, make and deliver to Purchaser a good and sufficient Quitclaim Deed, containing the usual covenants in such deeds contained, free and clear of all encumbrances, of that certain piece or parcel of land, situate, lying and being in the Town of Columbia, County of Tolland and State of Connecticut, as more fully described on Schedule A, which is attached hereto and made a part hereof by reference, hereinafter referred to as the "Subject Property".

IN CONSIDERATION WHEREOF, Purchaser does hereby promise and agree to and with Seller that Purchaser will pay to Seller the sum of six thousand and 00/100 Dollars (\$ 6,000.00), being the amount of the purchase money hereby agreed upon for the Subject Property, to be paid to the Seller by a deposit of \$1,500 at the time of signing this Agreement and the balance at the time of closing by bank or certified check.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Purchaser represents that it is not the customer of any real estate agent or broker for the purchase of the Subject Property and that no such agent or broker brought the Subject Property to its attention. Seller represents that the herein described Subject Property is not subject to any listing agreement between Seller and a real estate agent.

2. Seller hereby agrees to sell and convey, and Purchaser hereby agrees to purchase the Subject Property. The Subject Property is being conveyed in "AS IS" condition and the Seller is making no representations or warranties with respect to its condition or its usefulness for any purpose whatsoever. The Subject Property shall be conveyed by quitclaim deed free and clear of encumbrances except for those encumbrances, restrictions and covenants that are set forth on Schedule B and that are either currently of record or being imposed by Seller as requirements of this transaction.

3. Upon satisfaction of the conditions set forth in section 5, Purchaser shall promptly conduct a title search of the Subject Property. In the event that upon examination of title, Purchaser finds that the Subject Property is not free and clear of all encumbrances, except those herein set forth, or that title to the Subject Property is not

good and marketable and insurable (in accordance with the Standards of Title of the Connecticut Bar Association), Purchaser shall deliver written notice of the particular defects encountered to Seller within 15 business days of the Town Meeting referenced in section 5. Whereupon, Seller shall have the option, exercisable within 5 days of receipt of the relevant notice, to cure, at its own expense, the defects of which it was given notice. If Seller determines not to cure, it shall provide written notice of the same by the end of such 5-day period. If Seller determines to try to cure it shall have an additional period of 30 days to attempt to do so. If Seller determines not to cure or fails to timely cure, Purchaser shall have the option, exercisable by written notice within 10 days of the expiration of either of the above time periods that is applicable to Seller, to either:

- a. Accepting such title as Seller can then convey in return for the purchase price; or
- b. Declaring, by written notice to Seller, its unwillingness to accept such title, whereupon this Agreement shall terminate and Purchaser shall be entitled to the return of all monies paid pursuant hereto and all rights and duties of the parties hereunder shall cease.

4. No real estate taxes shall be adjusted at the time of the closing, but the assessment and prospective taxes for the combination (as provided on Schedule B) of the Subject Property and the Purchaser's adjoining property shall be appropriately adjusted.

5. Seller's obligation to convey the Subject Property to Purchaser shall be conditioned upon the Seller's having obtained final and binding approval for same from any municipal body, agency, board or commission the approval of which is required by applicable law or otherwise, including without limitation, such approvals as may be required from the Columbia Planning & Zoning Commission and a special Town Meeting pursuant to Columbia Charter Article 2, Section 2.4(c), and provided further that any applicable petition or appeals periods following said approvals have expired with no petition or appeal having been filed. Should either the Columbia Planning and Zoning Commission or the Town Meeting take adverse action to the intended sale of the Subject Property pursuant to this Agreement, the Buyer, may terminate this Agreement by written notice to the Seller and neither party shall have further obligation hereunder once the Town has returned the referenced deposit to Seller. Should the conditions of this section otherwise not be satisfied within 90 days of the date this Agreement is signed, either party shall have the right upon written notice to the other to terminate this Agreement whereupon neither party shall have further liability to the other hereunder provided said deposit has been returned.

6. The closing of title shall take place on or before July 31, 2019 at the offices of the First Selectman of the Town of Columbia, or at such place as shall be mutually agreed upon between the parties.

7. If Purchaser shall fail to perform its obligations under this Agreement, this Agreement may, at the option of Seller, be deemed terminated in which event Seller may retain the above-mentioned deposit as liquidated damages and neither of the parties shall have any further rights against the other. In the event Seller does not give notice of termination of the Agreement on Purchaser's default or if Seller is in default of its obligations hereunder, the injured party shall have the right to pursue whatever remedies it may have either at law or equity including without limitation, the right to specific performance.

8. Purchaser shall have the right, at its expense, to obtain an environmental inspection of the Subject Property, including applicable soil testing. Soil testing includes, but is not limited to, viewing the site and soil sampling, whether by hand or by machine, including by hollow stem auger advanced by a drill rig. Such testing may require multiple visits to the site. In consideration for access to the site for soil testing, the Purchaser agrees to restore the site as nearly as practicable to its pre-testing condition, to perform all environmental testing in accordance with industry standards, to allow only Town staff and a contractor or contractors who is/are fully insured to go onto the site to perform the environmental testing, and to comply with all applicable laws. Seller accepts the risks associated with the disturbances that may result from the soil and/or environmental testing, which may affect, alter or damage vegetation, terrain, drainage or other improvements in or upon the site. Seller will not hold the Purchaser or its agents liable for such disturbances, effects or damage arising from any testing on-site except that occasioned by gross negligence of the Purchaser or its agents, for which Purchaser agrees to indemnify Seller. If such testing results in an unfavorable report, then Purchaser will provide Seller with a copy of the pertinent provisions of the report within ten (10) days of its receipt of same. Seller shall have the right, but not the obligation, to correct the condition to Purchaser's satisfaction before the closing, at Seller's expense, and shall so notify Purchaser, in writing, of such intention within five (5) days after being notified in writing of the condition. If Seller does not agree to correct the condition to Purchaser's satisfaction, Purchaser shall have the option of either accepting the Subject Property "as-is" and proceeding with the sale according to the other terms of this Agreement, or of declaring this entire Agreement null and void. Purchaser shall exercise such option in writing within five (5) days after receiving notice of the intentions of Seller.

9. Whenever used, and as the context may require, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

10. If any term or provision or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11. This Agreement contains the entire agreement by and between the parties hereto affecting the Subject Property and supersedes any and all previous agreements, written or oral, between said parties and affecting the Subject Property.

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, assigns, administrators and executors.

13. Any notice required or contemplated by this Agreement shall be sent:

If to Seller to: Town of Columbia
Town Administrator
323 Jonathan Trumbull Highway
Columbia, CT 06237

with a copy to: Halloran & Sage LLP
225 Asylum Street
Hartford, CT 06103
Attn: Henry M. Beck, Jr., Esq.

and if to Purchaser to: Alison & Glen Nicholes
274 Route 87
Columbia, CT 06227

or to such other address as Seller or Purchaser, as the case may be, shall otherwise direct by notice similarly given. Any such notice shall be deemed to have been received when mailed, postage prepaid, to the addressee, certified mail, return receipt requested. Notices may also be hand delivered to the above respective addresses, such notices to be deemed received on the date of written acknowledgment of receipt by Seller or Purchaser, as the case may be.

14. This Agreement may be executed in counterparts, each of which will be deemed an original, but together will constitute one and the same instrument. A counterpart signature page bearing the signature of a party that is delivered by facsimile transmission or other electronic means that can be transformed to paper medium and any photocopy thereof or of a delivered original counterpart shall be deemed an original effectively delivered and delivered with authorization to append thereto all other pages of this Agreement, including other counterpart signature pages, to create a full original counterpart that shall be binding on all parties for all purposes, absent fraud or bad faith. Each signatory to this Agreement by signing the same shall be representing that such signatory has legal capacity, and to the extent required authority to execute and deliver the same and is doing so as such signatory's own free will.

SCHEDULE B

Encumbrances, Restrictions and Covenants

1. The Subject Property is subject to the easement granted to the Hartford Electric Light Company on September 8, 1950 and recorded in the Columbia Land Records in Vol. 31, Page 261.

2. The Subject Property shall be combined with the parcel shown on Columbia Assessor's Map 17 as Lot 063 (the "Other Land"), which is owned by Alison M. Nicholes and Glen R. Nicholes Jr., and shall be treated as a single parcel for purposes of property taxation and land use approvals. (The combined parcels are hereinafter referred to as the "Combined Property," while the portions of the Combined Property comprising the Subject Property and the Other Land will still be referred to as such when appropriate.) In addition, the Subject Parcel shall be maintained in such a condition that it shall be available to provide vehicular and utility access in accordance with applicable laws, ordinances and regulations including, without limitation, the Subdivision Regulations of the Seller, in connection with any future subdivision of any portion of the Combined Property or other land abutting the Subject Property.

3. Absent specific approval by the applicable land use regulatory agencies, any use of the Subject Property for purposes of access to the Other Land shall be limited so that such access supports only residential and non-retail agricultural uses on the Other Land portion of the Combined Property.

4. There shall be no parking or storage of agricultural or other equipment or vehicles, which are associated with the use or enjoyment of the Combined Property, on the Subject Property or on Tunxis Drive or any other Town road. No shed or other structure shall be erected on the Subject Property.

5. The Purchaser will make all reasonable accommodations to allow the Columbia Department of Public Works or any successor department or agency to use the Subject Property for snow storage in such a way that does not prohibit the use of such portion for permitted access to the Combined Property.

6. Absent specific approved by the applicable land use regulatory agencies, the width of the travel surface ("driveway") from Tunxis Drive across the Subject Property to the Other Land shall not exceed a Maximum of 25'. To the extent possible, the driveway shall be located in the middle of the Subject Property. Tree removal and trimming on the Subject Property shall be limited to that necessary for such driveway passage.

7. The Subject Property shall be subject to the right of the owner or owners of all or any portion of the parcel currently identified on Columbia Assessor's Map 17 as Lot 043J to access the driveway referenced in the foregoing enumerated covenant with respect to any development of all or a portion of Lot 043J in a manner, inclusive of providing access to a public way, that is in accordance with applicable laws, ordinances

and regulations including without limitation to the Subdivision Regulations of the Seller. Purchaser shall have no duty to improve or maintain (including snow removal) the driveway pursuant to this covenant but the benefitted party or parties may do so.

8. Should a need for clarifying these enumerated encumbrances, restrictions and covenants or an unanticipated circumstance arise and the parties desire to amend or modify these provisions, the parties shall retain the right to amend or modify them, by further written instrument.

9. These enumerated encumbrances, restrictions and covenants run with the land and may be enforced by the Seller.

