

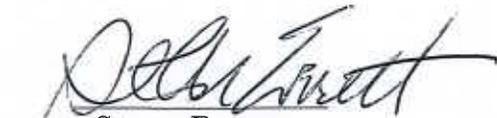
**LEGAL NOTICE OF SPECIAL TOWN MEETING
COLUMBIA, CT**

The duly qualified electors of the Town of Columbia, Connecticut and any other persons entitled to vote upon any of the matters contained in this warning are hereby notified to meet in Yeomans Hall, 323 Route 87, Columbia, CT on Thursday, June 1, 2017, at 7:00 p.m. for the following purpose:

CLAUSE 1: That the Town purchase for \$105,000 an undeveloped parcel of land consisting of 57± acres identified as parcel 3 on Map 43 by the Town Assessor from the title owners thereof once all requirements and conditions contained in the resolution of the Columbia Board of Selectmen adopted at its Meeting on March 21, 2017 have been addressed, and that such purchase price be taken from the Town's Land Acquisition Fund established pursuant to Town Ordinance 8-13 and Section 7-131r of the Connecticut General Statutes as set forth as line item #20-6388-013 in the Town Budgets for the fiscal years ended June 30, 2017 and beginning July 1, 2017.

A copy of the March 21, 2017 Resolution adopted by the Board of Selectmen is available at www.columbiact.org and in the Town Clerk's office.


Carmen Vance


Steven Everett

William O'Brien


Robert Hellstrom

Robert Bogue

Received: May 15, 2017
At 1:45
Attest: Robin M. Benefield
Town Clerk/Assistant Town Clerk

**SUGGESTED RESOLUTIONS FOR THE
COLUMBIA BOARD OF SELECTMEN
OBERLANDER OPEN SPACE ACQUISITION**

WHEREAS, the Town's Open Space Committee has recommended to the Board of Selectmen that the Town acquire as additional open space a certain undeveloped parcel of land described in the resolution below that is near other lands that the Town has been acquiring to preserve open space; and

WHEREAS, the Board of Selectmen has determined it to be appropriate to seek to acquire such parcel using funds in the Town's Land Acquisition Fund governed by Ordinance 8-13.

NOW, THEREFORE, BE IT RESOLVED

- THAT: The Town of Columbia seek to acquire, as additional open space land, an undeveloped, landlocked parcel consisting of 57+ acres identified as parcel 3 on Map 43 by the Town Assessor (the "Property"), from the claimed owners thereof, Robert J. Oberlander, William G. Oberlander, Ida Oberlander, Edward Oberlander, Jr. (collectively the "Oberlanders") once the Oberlanders have resolved certain deferred probate matters and can deliver clear marketable title to the Property to the satisfaction of Town Counsel;
- THAT: The Board of Selectmen, subject to Town meeting approval referenced below, empower the First Selectman to negotiate an agreement for the purchase and sale of the Property from the Oberlanders providing for a purchase price of \$105,000, as shall be adjusted for unpaid taxes and other normal closing adjustments.
- THAT: Such purchase and sale agreement also set forth as conditions precedent to closing: (i) a requirement that the Oberlanders remedy all title issues so as to be able to deliver marketable title by warranty deed; (2) a provision for the Town to obtain at its expense an A-2 survey of the Property satisfactory in form and substance to the First Selectman; and (3) a provision allowing for any approval of the Town's Planning & Zoning Commissioner and the Town's Financial Planning and Allocation Commission ("FIPAC"), and a Town Meeting as the Board of Selectmen may determine to be appropriate;
- THAT: Such purchase and sale agreement further provide that all conditions precedent be satisfied and the Property acquired by the Town prior to April 1, 2018;
- THAT: Such purchase and sale agreement further contain such ordinary and usual terms and conditions as Town Counsel shall recommend and the First Selectman shall approve;

- THAT: If FIPAC (already defined above) and a Town Meeting approve the acquisition of the Property, the final purchase price for the Property be charged to the Land Acquisition line item of the Town's current Budget;
- THAT: The Town Administrator present for the Board of Selectmen the proposed acquisition of the Property to FIPAC and seek FIPAC's approval thereof;
- THAT: The Town Administrator present for the Board of Selectmen the proposed acquisition of the Property to the Town's Planning and Zoning Commission for review pursuant to Connecticut General Statutes Section 8-24;
- THAT: If acquisition of the Property receives favorable responses from FIPAC and a report from Planning and Zoning Commission has been obtained or the statutory thirty-five (35) days specified in Connecticut General Statutes Section 8-24 have passed without a report, the Board of Selectmen establishes, without need for further action on its part, a Special Town Meeting pursuant to Article 2 Section 2.4(d) of the Town Charter to be held on _____, 2017 at _____ p.m. at Yeoman's Hall for the purpose of presenting FIPAC's approval and any report of the Planning and Zoning Commission and discussing and acting upon the proposed purchase of the Property pursuant to a purchase and sale agreement to be negotiated so as to address the requirements established in this resolution by the Board of Selectmen and so as to establish such other ordinary and usual terms and conditions as Town Counsel shall recommend and the First Selectman shall approve, and for the purpose of reserving funds in the Land Acquisition line item of the current Town Budget in order to fund the purchase of the Property;
- THAT: For avoidance of doubt if such Town Meeting is held and the acquisition of the Property is favorably acted upon at such Town Meeting, the First Selectman shall submit the subsequently negotiated purchase and sale agreement to the Board of Selectmen for review and further authorization for the First Selectman to execute the same for or on behalf of the Town, unless the Board of Selectmen determines for whatever reason that further review and approval of the purchase of the Property by a second Town Meeting is required because such purchase and sale agreement materially varies from the requirements of this resolution; and
- THAT: Should FIPAC not favor the acquisition of the Property, the Town Administrator shall report thereon to the Board of Selectmen and the Board shall review FIPAC's adverse determination and reconsider the merits of acquiring the Property utilizing other Town resources.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2017, by and among ROBERT JOSEPH OBERLANDER of Venice, Florida; WILLIAM GEORGE OBERLANDER, of Somerset, New Jersey; IDA OBERLANDER, of Franklin Square, New York; and EDWARD OBERLANDER, JR., of East Northport, New York (hereinafter collectively referred to as the "Seller"), and THE TOWN OF COLUMBIA, a municipal corporation having its territorial limits in the County of Tolland, Connecticut (hereinafter referred to as the "Purchaser" or the "Town").

WITNESSETH

In consideration of the mutual agreements hereinafter made, the parties hereto agree as follows:

1. PREMISES. Subject to the provisions of this Agreement, Seller hereby agrees to sell and convey, and Purchaser hereby agrees to purchase that certain piece or parcel consisting of approximately ___ acres of land, together with all the improvements thereon and appurtenances, identified on the Columbia Tax Assessor's Map ___, Lot ___, and more particularly described in Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Premises"). Said Premises will be conveyed in the present "AS IS" condition.

2. TITLE. (a) The Premises shall be conveyed to Purchaser, or its designated assignee, free and clear of all encumbrances, liens or exceptions to title, and subject to the provisions of this Section. The title herein required to be furnished by the Seller shall be marketable, and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force. Seller acknowledges that legal action is necessary to establish the chain of title between the current record owners of the property who are John Oberlander, Edward Oberlander, Jr., William G. Oberlander and Robert G. Oberlander, Jr. and Seller, who claims to be the current beneficial owner of the Premises and entitled to title ownership. Seller shall take such actions as necessary to establish Seller as record owner promptly upon the Town's satisfaction of the preconditions set forth in Section 4.

(b) In the event, however, that the examination of title reveals any other encumbrance or defect other than as herein provided for, Purchaser shall have the option to waive the same and complete the transaction, but in the absence of such waiver, Seller shall be allowed an additional thirty (30) days after written notice thereof within which to eliminate such other encumbrance or defect. If such elimination is not completed within said period of thirty (30) days or if Seller within said period gives written notice of Seller's inability or unwillingness to eliminate the same at Seller's own expense, and, in either case, if such elimination has not been waived by Purchaser, Purchaser shall be entitled to a refund of the total deposit referred to in Section 3 hereof, and thereafter all rights, duties and obligations of the respective parties

hereunder shall terminate, including the right of Purchaser thereafter to waive such elimination.

(c) A title search shall be procured by and paid for by the Seller and provided to Purchaser once Seller has addressed the title defect referenced in Section 2(a).

3. PURCHASE PRICE. The purchase price shall be One Hundred and Five Thousand Dollars (\$105,000.00) which the Purchaser agrees to pay as follows:

(a) A deposit, upon the satisfaction of the conditions set forth in Section 4 shall promptly be made by the Town and be held by Purchaser's Attorney subject to the terms of this Agreement in the amount of \$500;

(b) A payment by bank check at time of closing and delivery of the deed as hereinafter provided in the amount of \$104,500.00 subject to adjustment as herein provided.

4. CONDITIONS PRECEDENT. Purchaser and Seller acknowledge that the obligations of the Purchaser hereunder are contingent upon receipt of any necessary municipal approvals including, without limitation, approval by the Board of Selectmen, review of the transaction by the Planning and Zoning Commission under Conn. Gen. Stat. §8-24, approval by the Town's Financial Planning and Allocation Commission ("FIPAC") and approval of the acquisition of the Premises and any necessary appropriations or transfers of appropriations by a Town Meeting. Purchaser agrees to seek all approvals subject to the requirement that the Purchaser receives clear title as provided in Section 2(a). Purchaser acknowledges that Seller will not commence its activities to establish title as provided in Section 2(a) until the Purchaser obtains all such conditional approvals. The Purchaser shall report to the Seller promptly after obtaining such conditional approvals or determining that one or more of them have been denied at this time.

5. CONVEYANCE OF TITLE. The deed of conveyance to the Premises shall be a Statutory Form Warranty Deed in the usual Connecticut form, which shall be duly executed, acknowledged and delivered, all at the Seller's expense, conveying the Premises to the Purchaser free and clear of all encumbrances or defects in title as hereinafter set forth, and Seller shall pay, at the time of such delivery, all conveyance taxes, if any. Seller shall also execute and deliver at time of closing affidavits for title insurance respecting the non-existence of claims for mechanics' liens or parties in possession and matters of survey.

The description of the Premises in the deed shall be in accordance with an A-2 survey, certified to Seller and Purchaser. Such survey shall be obtained by Purchaser at its expense once Seller has satisfied the requirements of Section 2(a).

6. EXCEPTIONS TO TITLE. The Premises will be conveyed by Seller and accepted by Purchaser subject to the following:

- (a) any and all provisions of any ordinance, municipal regulation, public or private law;
- (b) other easements, restrictions and encumbrances, if any, as listed in Schedule A.

It is understood and agreed that all title defects and any and all other title encumbrances affecting the Premises shall be the responsibility of Seller and shall be satisfied as required by this Agreement and in any case no later than at the time of closing.

7. ADJUSTMENTS. The real estate taxes shall be adjusted as of the date of closing in accordance with local custom. Should any tax, assessment, or rate be undetermined at the date of closing of title, the last determined tax, assessment or rate shall be used for the purposes of the adjustment.

Seller represents that Seller has not been notified or become aware of any municipal assessment or charges related thereto which may be levied against the Premises. In the event that such notice is received by Seller prior to the closing, such assessment or charge shall be paid by Seller whenever due, unless otherwise provided for herein.

8. CLOSING DOCUMENTS. At the closing, Seller shall deliver to Purchaser:

- (a) Proof of Seller's title to the Premises;
- (b) The Warranty Deed referred to in Section 5 herein and any necessary state or municipal conveyance tax forms;
- (c) Releases of any monetary liens on the Premises;
- (d) Owner's affidavits as may be required by Purchaser's title insurer;
- (e) Evidence of payment of current real property taxes; and
- (f) FIRPTA Affidavit.

9. DEFAULT. In the event Purchaser shall fail to perform any of Purchaser's obligations and duties hereunder, and the referenced deposit has been made, Seller shall be entitled to the right to retain the above-mentioned deposit made on account of the purchase price as liquidated damages for the breach hereof and in which event this Agreement shall terminate and neither of the parties shall have any further rights against the other. In the event Seller shall fail to perform any of Seller's obligations and duties hereunder, Purchaser shall have the right to seek whatever remedy it may have, either at law or equity including, without limitation, the right to specific performance.

10. TESTING CONTINGENCY. At all times prior to the closing, Purchaser shall have the right to conduct survey, planning, engineering, and environmental tests, inspections, or studies concerning the condition of the Premises and Purchaser's proposed use thereof, provided that Purchaser and its agents shall not hinder or interfere with any activities currently conducted on a portion of the Premises, and Seller hereby grants the right to Purchaser and/or its agents and employees to enter the Premises with personnel and equipment to conduct such tests, inspections, or studies. Purchaser agrees to hold Seller harmless from any loss, damage, claim or injury arising out of Purchaser's exercise of its rights under this Section.

If the results of any such tests, inspections or studies concerning the condition of the Premises are unsatisfactory to Purchaser, in its sole discretion, then Purchaser shall have the right to terminate this Agreement by written notice to Seller on or before the closing date whereupon the deposit shall be returned and neither of the parties shall have any further rights against the other.

11. COOPERATION. At no cost to Seller, Seller will provide all reasonable cooperation to Purchaser in connection with tests, inspections or studies of the Premises prior to closing. Such cooperation shall include, but not be limited to, making available such information as Purchaser may reasonably request, execution of all necessary documents to facilitate Purchaser's plans, including licenses, permits, and applications, as well as attendance at and diligent participation in all necessary hearings and/or administrative proceedings.

12. CLOSING OF TITLE. The closing of title shall take place at the offices of Purchaser, Town Hall, 323 Jonathan Trumbull Highway, Columbia, Connecticut at a mutually convenient date and time once all pre-closing conditions and requirements have been satisfied, but no later than April 1, 2018. At the Closing, all documents required to be executed and delivered under the terms hereof shall be delivered. If the closing has not occurred, or been extended by mutual written agreement, by April 1, 2018, this Agreement will terminate thirty (30) days thereafter unless a suit for specific performance has been commenced by the Purchaser. At the expiration of such 30 days, if the Purchaser is in default, the Seller shall retain the deposit as liquidated damages as herein provided, but if the Purchaser is not in default, said deposit shall be returned and neither party shall have any further rights against the other hereunder.

13. NOTICES. Any notices required or contemplated by this Agreement shall be sent to Purchaser's address as follows:

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 to Seller to: The Oberlanders
c/o Augustus Constantine, Esq.
117 New London Turnpike, # 3
Glastonbury, CT 06033

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. NO BROKER. Purchaser represents and warrants that no agent or broker has called Purchaser's attention to the Premises, showed it to Purchaser or any representative of Purchaser or in any manner dealt with Seller or Purchaser or any of their representatives, or has been instrumental in effecting this transaction. Seller represents that the Premises are not listed with any real estate agent or agency. This Agreement is consummated by the parties in reliance upon the foregoing representations, and each party agrees to indemnify the other against and save one another harmless from any loss or expense, including without limitation, reasonable attorneys fees arising out of any claim by virtue of alleged dealings had by such claimant with Purchaser or Seller or any representative of either.

15. INSURANCE. Seller shall continue to maintain, in full force and effect, all insurance policies relating to or concerning the Premises until the closing.

16. ENVIRONMENTAL MATTERS. Seller represents and warrants to Purchaser that, to the best of Seller's knowledge that:

(a) Seller has not received notice that any use of or condition of the Premises is in violation or has violated any restriction, municipal ordinance, governmental law or regulation nor has Seller reason to believe that any such violation exists or has existed;

(b) The Premises are not the subject of any pending, threatened or anticipated claim, lawsuit, agency proceeding, or other legal, quasi-legal or administrative action or investigation;

(c) There are no ancient burial grounds or archeological artifacts located on the Premises.

The aforesaid representations and warranties shall survive the closing date and delivery of the deed hereunder until three (3) years from the closing date, at which time the aforesaid representations and warranties shall terminate.

Seller shall provide Purchaser with any and all information, environmental or otherwise, which he has concerning the Premises

17. CONDEMNATION.

(a) Seller shall promptly notify Purchaser in the event that all or any portion of the land or the buildings thereon is or is threatened to be taken by any public or private authority under the power of eminent domain or condemnation. In the event of any taking of the land or the buildings or any portion thereof by eminent domain or condemnation, Seller shall promptly advise Purchaser in writing of the award offered by the condemning authority.

(b) In the event of a taking referred to in subparagraph (a) above, Purchaser, at its sole option, may terminate this Agreement, or elect to accept a conveyance of the land, pursuant to the provisions of this Agreement, subject, however, to the condemnation claim, in which event Purchaser shall pay the full purchase price and Seller shall assign Seller's right to such condemnation claim to Purchaser. If Purchaser elects under this subparagraph (b), Seller shall not enter into any agreement with the condemning authority fixing the final award for such condemnation without the prior written consent of Purchaser. The provisions of this subsection shall not apply if the Purchaser is the condemning party.

18. SUCCESSION. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, and assigns of the parties.

19. COMPLETE AGREEMENT. It is understood and agreed that this Agreement (including the Schedules hereto) constitutes the entire contract between the parties hereto, and that no oral statement or promises or any understanding not embodied in this writing shall be valid.

20. ATTORNEYS' FEES AND COSTS. If any action is brought in court to enforce the provisions of this Agreement, the prevailing party shall be entitled to all court and sheriff costs and reasonable attorneys' fees.

21. GOVERNING LAW. This Agreement is executed under and shall be construed in accordance with the laws of the State of Connecticut without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts as of the day and year first above set forth.

WITNESSES:

Robert Joseph Oberlander

William George Oberlander

Ida Oberlander

Edward Oberlander, Jr.

TOWN OF COLUMBIA

By: _____
Carmen Vance
Its First Selectman

STATE OF

}
} ss.
}

COUNTY OF

On this the ____ day of _____, 2017, personally appeared before me, Robert Joseph Oberlander, signer and sealer of the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public
My Commission Expires:

STATE OF CONNECTICUT

}
} ss.
}

COUNTY OF

On this the ____ day of _____, 2017, personally appeared before me, William George Oberlander, signer and sealer of the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public
My Commission Expires:

STATE OF

}
} ss.
}

COUNTY OF

On this the ____ day of _____, 2017, personally appeared before me, Ida Oberlander, signer and sealer of the foregoing instrument, and she acknowledged the same to be her free act and deed.

Notary Public
My Commission Expires:

STATE OF
COUNTY OF

)
) ss.
)

On this the ____ day of _____, 2017, personally appeared before me, Edward Oberlander, Jr., signer and sealer of the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public
My Commission Expires:

STATE OF CONNECTICUT
COUNTY OF

)
) ss. Columbia
)

On this the ____ day of _____, 2017, personally appeared before me Carmen Vance, the First Selectman of the Town of Columbia, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed as such officer and the free act and deed of said municipal corporation.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

Schedule A

ENCUMBRANCES