

CONTRACT OF SALE

THIS AGREEMENT, made this ^{Apr. 1} 25th day of March, 1994, between WILLIAM J. LOFTUS, JR. and DOROTHY LOFTUS both of the Town of Ledyard, County of New London and State of Connecticut, hereinafter throughout referred to as the SELLER, and THE TOWN OF LEDYARD, a municipality in the County of New London and State of Connecticut, hereinafter throughout referred to as the BUYER.

W I T N E S S E T H:

1. Description of Premises.

The Seller agrees to sell and convey and the Buyer agrees to purchase a portion of that certain tract or parcel of land with the improvements thereon, commonly known as 484 Shewville Road, in the Town of Ledyard, County of New London and State of Connecticut, and more particularly bounded and described on Schedule A attached hereto. Said premises shall be used for the sole purpose of constructing, maintaining municipal well sites and related equipment, machinery, structures, piping and utilities. The Seller agrees to sell and convey to the Buyer a right of way to said property from Shewville Road more particularly described as Schedule A-1. Said right of way shall be for the sole purpose of ingress and egress to and from the well sites and for all necessary utilities and water

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transmission line. The Buyer shall be responsible for maintenance of said right of way. Seller and their heirs and assigns shall have the right to make use of the right of way premises, in common with the Buyer, in anyway which does not interfere with the purpose for which it was granted. Premises described in Schedule A and Schedule A-1 shall be subject to a more particular description resulting from a Class A-2 Survey at the expense of the Town.

2. Consideration.

The price is TWO HUNDRED SEVENTY-FIVE THOUSAND and 00/100 (\$275,000.00) DOLLARS payable as follows:

A) TWO HUNDRED SEVENTY-FIVE THOUSAND and 00/100 (\$275,000.00) DOLLARS in cash or certified check on the delivery of the deed as herein provided.

(B) Buyer agrees to pay to the Seller THIRTEEN THOUSAND SEVEN HUNDRED-FIFTY and 00/100 (\$13,750.00) DOLLARS per annum on April 1, 1995 and on April 1 for every year through such time as the title is transferred. Said sums shall be a credit to the Buyer at the time of closing.

3. The Deed shall be a Connecticut form of Warranty Deed in proper form, and shall be duly executed and acknowledged and delivery to convey to the Buyer, or the Buyer's assigns, the

absolute fee of the above premises, free of all encumbrances except as above stated. Said deed shall also be delivered with Buyer's check payable to the Town Clerk of the Town in which said premises are located for the necessary amount of the Connecticut Real Estate Conveyance Tax that the municipality in which said premises are located receives. In addition, said deed shall be delivered with a Buyer's check payable to the Commissioner of Revenue Services for the necessary amount of the Connecticut Real Estate Conveyance Tax due under Section 12-494, as amended, of the Connecticut General Statutes.

4. Defects in Title:

In the event that the Buyer, upon examination, finds that the title to the premises is not good and marketable, the Buyer shall, prior to August 1, 1994, deliver written notice to the Seller of the particular defects encountered, and the closing, if necessary shall be postponed for thirty (30) days. During the period prior to closing, the Seller may endeavor, at the Seller's expense, to cure the defects of which notice has been given. If, at the said time of closing, the Seller is unable to convey good or marketable title, the Buyer shall have the option of:

A) Accepting such title as the Seller can then convey without change in the purchase price; or

B) Declare an unwillingness to accept such title, whereupon this agreement shall terminate and the Buyer shall, in addition to any other rights herein given, become entitled to the return, without interest to said time, of the deposit paid on account hereof and all rights of the parties hereunder shall terminate and cease.

It is agreed that no matter shall be construed as an encumbrance of defect in title unless the same shall be so construed under the Standards of Title of the State Bar Association of Connecticut where applicable.

5. Production Contingency.

(A) The Buyer's obligation to perform under this agreement is specifically conditioned upon the Buyer, at its own expense, installing a production well which provides at a minimum of 600 gallons per minute of potable water tested in accordance with industry standards on said premises. The Buyer shall install and test said wells on or before January 1, 1995.

(B) In the event the production wells are unsatisfactory in accordance with Paragraph A, the Buyer may, at its sole discretion, terminate this agreement by giving written notice to

the Sellers. The Buyer shall forfeit all sums paid pursuant to Paragraph 2(B).

(C) In the event the production wells are unsatisfactory and the Buyer terminates this agreement in accordance with Paragraph 5(B), the Buyer will restore the property as nearly as possible to its original condition by removing all equipment and seed and grade any disturbed areas.

6. Bonding Contingency.

The Buyer's obligation to perform under this agreement is specifically conditioned upon the following:

- a) Town of Ledyard Bond approval in the amount of FOUR MILLION and 00/100 (\$4,000,000.00) DOLLARS which contingency has been fulfilled;
- b) Approval to issue the bond for FOUR MILLION and 00/100 (\$4,000,000.00) DOLLARS; and
- c) town of Ledyard approval at a town-wide referendum to purchase the premises.

In the event the Buyer is unable to obtain said approvals on or before April 15, 1995, the Buyer shall forfeit to the Seller all monies paid on account of this contract to date. The Buyer agrees to pursue said approvals with due diligence.

7. Title.

The Buyer agrees that the Seller, their heirs and assigns shall not be subject to a water benefit assessment on remaining property of the Sellers provided that the use of the property is not increased from its present use and is used in consistency with the present zoning regulations.

The Buyer further agrees that if, at its sole discretion, it is installing fire hydrants within a three (3) mile vicinity of the remaining lands of the Seller, that a fire hydrant will be installed in front of the residence presently on the Seller's property, if technically feasible.

The Seller further agrees that they will not, nor will they permit any third party to introduce or cause any chemical hazardous waste, containment, oil, radioactive or other material to be introduced on the property that may cause surface or sub-surface. The Buyer retains all rights available to it for enforcement of this clause or from the failure of the Seller to strictly observe and perform the foregoing including but not limited to reasonable attorneys fees, damages or rescission.

These clauses specifically will survive the closing.

8. Closing.

Said closing shall take place at the offices of Bartinik, Gianacoplos, Nicholas, Grater & Weiss, P.C., 100 Fort Hill Road, Groton, Connecticut, or such other place as shall be mutually agreeable on April 15, 1995 at or sooner by agreement of the parties but in no event later than September 1, 1995.

9. Risk of Loss.

The risk of loss or damage to said premises by fire or otherwise until the delivery of the said deed shall be assumed by the Seller.

10. Effect of Casualty on Contract.

If prior to delivery of the deeds hereunder, said premises or any portion thereof, shall be lost, damaged or destroyed by fire or other casualty, including any introduction of hazardous substances which may affect the quality of water, the Seller shall make such repairs and reconstruction as may be necessary to enable him to perform on time under this contract as written, except that if such loss or damage shall either;

A) diminish the value of the premises by a sum exceeding FIFTEEN THOUSAND and 00/100 (\$15,000.00) DOLLARS; or

B) require expenditures, which, in the aggregate, exceed FIFTEEN THOUSAND and 00/100 (\$15,000.00) DOLLARS in order to

restore the premises to their condition immediately prior to such loss or damage; or

C) be of such a nature that the premises cannot, with reasonable diligence, be restored to their condition immediately prior to such loss or damage within such period of time as will enable the Seller to perform on time under this contract as written;

the Seller shall not be obliged to repair or reconstruct, but the Buyer shall have the option of either:

D) performing under this contract as written without diminution in the price specified herein, but receiving all proceeds to which the Seller would be entitled for insurance carried on said premises; or

E) declaring by notice to the Seller, its unwillingness to perform under this contract, whereupon this contract shall terminate, the Buyer shall be entitled to the return of all sums of money theretofore paid by it pursuant to this contract, and all rights and duties hereunder shall cease and terminate.

11. Adjustments.

Town and Fire District taxes assessed against said property shall be adjusted as of October 1, 1993, with taxes paid in advance.

12. Possession of Premises.

Possession shall be transferred as of the date of closing.

13. Liquidated Damages.

Since anticipated damages are uncertain in amount and difficult to prove, and the parties hereto wish to liquidate said damages in advance, and since monies paid in pursuance of this agreement are not greatly disproportionate to the damage reasonably to be anticipated in the event of breach, it is further agreed that if Buyer shall fail to make payments as mentioned above and as herein stated, he shall forfeit all claims to the premises described herein and all monies paid on deposit of this agreement as liquidated damages, and there shall be no further liability by either of the parties to the other, and this Agreement shall thereupon be null and void and of no further force or effect. In the event that the Seller defaults hereunder, the Buyer shall be entitled to pursue such remedies at law or in equity.

14. Personal Property.

There shall be included in the sale no items of personal property.

15. Broker and Broker's Commission.

The parties recognize that there is no Broker in this transaction.

16. Condition of Premises. The Buyer agrees that the Buyer has examined the premises and that portion of remaining land of Seller within 20 feet of well sites and that the Buyer is fully satisfied with the physical condition thereof and that neither the Seller, nor any representative of the Seller has made any representation upon which the Buyer relies, with respect to the condition of the property covered by this agreement, except as expressly set forth in this agreement. The Buyer shall have the right to make all preliminary and final examination and inspection of the premises at all reasonable times before the closing.

17. Insurance.

The Buyer agrees to carry comprehensive general liability insurance covering the subject premises in an amount no less than One Million bodily injury and/or property damage liability per occurrence. Certification to the Seller shall be in the form of certificate of insurance. The Buyer agrees to require all contractors to provide evidence of liability insurance.

18. Encumbrances.

The premises are sold and are to be conveyed subject to:

(A) Zoning and building restrictions, ordinances, and regulations now or hereafter adopted by said town, village, municipality, or other governmental authority having jurisdiction of the premises or any part thereof;

(B) Covenants, restrictions, declarations, easements, and agreements, if any, of record;

(C) Any state of facts which an accurate survey would show;

(D) Assessments or installments thereon, if any, which may on or after the date hereof be assessed, levied, imposed, or confirmed against or become a lien on the premises or any part thereof;

(E) Such other additional items as are set forth in an annexed to the legal description of said premises as aforesaid.

19. Survey.

The Buyer shall provide at its cost a class A-2 or better survey of the subject property and right of way and shall cause to be staked the boundaries of said property.

20. Miscellaneous Provisions.

(A) The stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties hereto.

(B) When the context so requires, the masculine, feminine and neuter genders shall be used interchangeably, and the singular shall include the plural and vice versa.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, or caused these presents to be executed, this ^{April} 25th day of March, 1994.

Signed, sealed and delivered
in the presence of:

El B. O'll

Margaret G. Ego

Michael Seber

MICHAEL SEBER

John V. Lawrence

JOHN V. LAWRENCE

William J. Loftus, Jr.
William J. Loftus, Jr.

Dorothy W. Loftus
Dorothy Loftus

TOWN OF LEDYARD

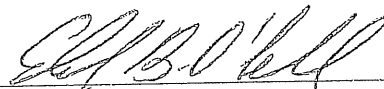
By Joseph A. Luzzi

STATE OF CONNECTICUT)

) SS: *New London*

COUNTY OF NEW LONDON)

Personally appeared WILLIAM J. LOFTUS, JR. and DOROTHY LOFTUS, signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed, before me.



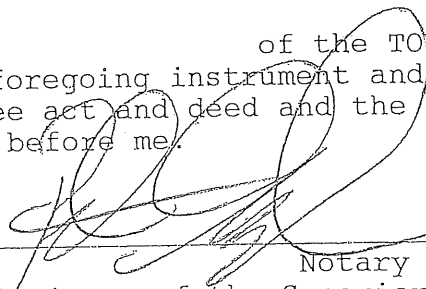
Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT)

) SS:

COUNTY OF NEW LONDON)

Personally appeared _____ of the TOWN OF LEDYARD, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said Municipality, before me.



Notary Public
Commissioner of the Superior Court

SCHEDULE "A"

A certain piece or parcel of land situated in the Town of Ledyard, County of New London and State of Connecticut more particularly bounded and described as follows:

Beginning at the southeasterly corner of the within described premises, said point being on the southerly line of the Grantors' premises and also being in the approximate centerline of Whitford Brook; thence running westerly along the southerly line of the Grantors' premises a distance of eight hundred and fifty (850') feet, more or less, to the southwesterly corner of the within described premises; thence running northerly at a right angle to the preceding course along other land of the Grantors a distance of two hundred and forty (240') feet, more or less, to a wire fence; thence running northeasterly along said wire fence and other land of the Grantors a distance of five hundred and twenty (520') feet, more or less, to the northwesterly corner of the within described premises; thence running easterly at a right angle to the preceding course a distance of two hundred and sixty (260') feet, more or less, to the northeasterly corner of the within described premises and the approximate centerline of Whitford Brook; thence running in a general southerly and southeasterly direction along the approximate centerline of Whitford Brook a distance of one thousand, one hundred and seventy (1,170') feet, more or less, to the point and place of beginning.

Said premises contain 11.07 acres, more or less, and are depicted as a "Hatched Area" on a sketch or plan entitled "Ledyard WPCA Proposed Well Field Scale 1" = 100' C:\Loftus\Site 02 Date: 08/10/93" prepared by William Hasse of the Town of Ledyard.

SCHEDULE "A-1"

A certain piece or parcel of land situated in the Town of Ledyard, County of New London and State of Connecticut, more particularly bounded and described as follows:

Beginning at a point in the easterly line of Shewville Road, said point being sixty (60') feet, more or less, southerly from the southerly line of the paved driveway to the Grantors' residence, thence running easterly along other land of the Grantors a distance of one hundred and eighty (180') feet, more or less to a point; thence running southerly, bounded in part by a wire fence line along other land of the Grantors, a distance of four hundred and fifteen (415') feet, more or less, to a point; thence running southeasterly along other land of the Grantors a distance of five hundred thirty five (535'), more or less, to a point; thence running easterly along other land of the Grantors a distance of one hundred five (105') feet, more or less, to a point in the westerly line of the premises described in Schedule "A" attached to this agreement; thence running southerly along the westerly line of said premises described in Schedule "A" a distance of forty (40') feet, more or less, to a point; thence running westerly along other land of the Grantors a distance of one hundred and thirty (130') feet, more or less, to a point which is twenty five (25') feet, more or less, southwesterly of the line described in the third course of this description; thence running northwesterly in a line twenty five (25') feet distant southwesterly of the line described in said third course to a point which is twenty (20') feet, more or less, distant westerly from the second course of this description; thence running northerly in line twenty (20') feet distant westerly from the second course of this description to a point which is thirty (30') feet, more or less, distant southerly from the first course of this description; thence running in a westerly direction in a line thirty (30') feet, more or less, distant southerly from the first course of this description to the easterly line of Shewville Road; thence running northerly along the easterly line of Shewville Road thirty (30') feet, more or less, to the point and place of beginning.

Said premises are depicted as an "Access Road" located between Shewville road and the premises described in Schedule "A" attached to this agreement on a sketch or plan entitled "Ledyard WPCA Proposed Well Field Scale 1" = 100' C:\Loftus\Site 02 Date: 08/10/93" prepared by William Hasse of the Town of Ledyard.

