

PURCHASE AND SALE AGREEMENT

AGREEMENT, made as of this day of , 2026, by and between **KEVIN BLACKER**, of 11 Church Street, Noank, Connecticut 06349 ; (the "Buyer") and the **TOWN OF LEDYARD**, a municipal corporation located in the County of New London and State of Connecticut (the "Seller").

WITNESSETH:

1. **PROPERTY**. In consideration of the purchase price hereinafter specified, the Seller will convey to the Buyer certain real property located at and known as: **480R, Shewville Road**, in the Town of Ledyard, County of New London and State of Connecticut, and being the same premises described in **Schedules A and A-1**, hereafter attached (the "Premises").

2. **PURCHASE PRICE**. The purchase price is One Hundred Fifty Thousand and 00/100 (\$ 150,000.00) Dollars, which the Buyer agrees to pay as follows:

- | | |
|--|---------------------------------------|
| (a) By way of deposit paid upon the execution of this agreement to the Seller | \$ 5,000.00 |
| (b) By away of bank cashier or Attorney's client's fund check paid at time of closing. | <u>\$ 145,000.00</u>
\$ 150,000.00 |

3. **CLOSING AND CONTINGENCY**. (a) The closing shall take place at the offices of the Ledyard Town Hall within thirty (30) days of the issuance all necessary approvals by the Town of Ledyard, or on or before October 1, 2026, or at such other time and place as may be mutually agreed upon by the parties, at which time the deed shall be delivered upon receipt of the payment due hereunder. (b) This sale is contingent upon the issuance of all required approvals by the Town of Ledyard. In the event the sale is not so approved, by October 1, 2026, the Buyer may terminate this Agreement upon written notice to the Seller and upon such notice, be entitled to the refund of the deposit paid to the Seller.

4. **POSSESSION**. The Seller shall deliver exclusive possession of the premises to the Buyer, at the time of closing.

5. **DEED**. The deed of conveyance to the premises shall be by Quit Claim Deed in the usual Connecticut form, which deed shall be executed, acknowledged and delivered, with any necessary Connecticut Conveyance Tax paid by the Seller, conveying the marketable fee simple

title in and to the premises to the Buyer, free and clear of all encumbrances, liens, and exceptions to title other than those set forth in this Agreement. The deed of conveyance will omit the restriction, contained in the deed of conveyance to the Town, limiting the use of the Premises for the sole purpose of constructing and maintaining municipal well water sites and related appurtenances on said Premises.

6. **TITLE DEFECTS.** It is further understood and agreed that if, upon the date of the delivery of the deed, as hereinbefore provided, the Seller shall be unable to convey the title to the premises to the Buyer free and clear of encumbrances, except as set forth in this Agreement, then, the Buyer shall elect, as the Buyer' sole remedy, either to accept such title as the Seller can convey, upon the payment of the aforesaid purchase price, or to refuse to accept the deed conveying such title on the ground of such encumbrances.

7. **TITLE EXCEPTIONS.** The premises will be conveyed subject to the following:
- a. Taxes due the Town of Ledyard which become due and payable after the date of the delivery of the deed.
 - b. Any statement of facts which an accurate survey or physical inspection of the premises would disclose, provided the same does not render title unmarketable

The Buyer do agree to assume and pay, as part of the consideration for the deed, all such taxes, assessments and installments which become due and payable after the delivery of the deed.

8. **DEFAULT.** In the event the Buyer, through no fault of the Seller, fails to perform any of the obligations hereinbefore set forth, he shall forfeit all claims to the premises described herein and the Seller may retain the deposit paid by the Buyer as full liquidated damages.

9. **ENTIRE AGREEMENT.** It is understood and agreed that this written Agreement (including Schedule A and any other schedule or rider referred to in the body of this Agreement and annexed hereto) constitutes the entire contract between the parties hereto, and that no oral statements or promises or any understanding not embodied in this writing shall be valid.

10. **BINDING EFFECT.** The covenants and stipulations of this Agreement shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. This agreement may be executed in counterparts by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the , and year first hereinbefore written.

Witness:

Kevin Blacker, Buyer

Witness:

**The Town of Ledyard
Seller**

Witness:

By: _____

Witness:

State of Connecticut

County of _____ ss: _____, 2026

On this the _____ day of _____ 2026, before me, _____, the undersigned officer, personally appeared Kevin Blacker, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

/Notary Public
My Commission Expires:

State of Connecticut

ss. Ledyard

County of New London

On this the _____ day of _____, 2026, before me, _____, undersigned officer, personally appeared _____, who acknowledged _____ self to be the _____ of the Town of Ledyard and that she/he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Town by her/ himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

/Notary Public
My Commission Expires:

PROPERTY DESCRIPTION

A certain piece or parcel of land situated in the Town of Ledyard, County of New London and State of Connecticut as shown on a map or plan entitled "Survey map prepared for Town of Ledyard Shewville Road Ledyard, Connecticut Lot 480R Shewville Road-Property to be Conveyed by William J. Loftus, Jr. and Dorothy M. Loftus to the Town of Ledyard, Connecticut date July 9, 1994 Scale 1" = 100' Chandler, Palmer, & King, Architecture, Engineering and Surveying 110 Broadway Norwich, CT 06360". Said parcel is more particularly bounded and described as follows:

Beginning at a steel plug set in a stone wall at the southwesterly corner of the within described premises, said wall being the southerly line of the within described premises and the northerly line of land now or formerly of Lester T. Frye, thence running S79°42'34"E by and along said stone wall and Frye land a distance of 68.61 feet to a drill hole in said stone wall; thence running S72°25'52"E by and along said wall and Frye land a distance of 276.65 feet to a drill hole in said stone wall; thence running S78°04'20"E by and along said wall and Frye land a distance of 128.13 feet; thence running S86°34'36"E by and along said wall and Frye land a distance of 35.94 feet; thence running S58°34'00"E by and along said wall and Frye land a distance of 19.10 feet to a drill hole in said stone wall; thence running S75°04'29"E by and along said wall and Frye land a distance of 89.40 feet to a drill hole in said stone wall; thence running S82°59'27"E along a wire fence and Frye land a distance of 103.62 feet to a tree with wire affixed thereto; thence running S84°39'51"E along said Frye land, bounded in part by a wire fence, a distance of 184 feet, more or less, to the centerline of Whitford Brook, said centerline also being the boundary line between the Town of Ledyard and the Town of Stonington; thence running in a general northeasterly direction along the centerline of Whitford Brook a distance of 400 feet, more or less, to the intersection of Whitford Brook and Williams Brook; thence running northwesterly and then northeasterly along the centerline of Williams Brook and land now or formerly of Henry W. Morgan a distance of 760 feet, more or less, to an iron pin on the northeasterly bank of Whitford Brook; thence running N78°20'44"W along other land of the Grantors a distance of 350 feet, more or less, to a monument at the northwesterly corner of the within described parcel; thence running S34°13'18"W along a bobwire fence and other land of the Grantors a distance of 452.89 feet to a monument; thence running S23°18'25"W along other land of the Grantors a distance of 318.16 feet to the steel plug at the point and place of beginning. Together with a right of way to the premises described above from Shewville Road and the conditions described in a Warranty Deed from William J. Loftus, Jr. and Dorothy W. Loftus to the Town of Ledyard dated 11/22/1994 and recorded 11/22/1994 in Book 247 at Page 431 of the Ledyard Land Records. Said right of way is more particularly described as follows:

A certain piece or parcel of land situated in the Town of Ledyard, County of New London and State of Connecticut as shown on a map or plan entitled "Survey map prepared for Town of Ledyard Shewville Road Ledyard, Connecticut Lot 480R Shewville Road-Property to be Conveyed by William J. Loftus, Jr. and Dorothy M. Loftus to the Town of Ledyard, Connecticut date July 9, 1994 Scale 1" = 100' Chandler, Palmer, & King, Architecture, Engineering and Surveying 110 Broadway Norwich, CT 06360". Said parcel is more particularly bounded and described as follows:

Beginning at a steel plug set in a stone wall at the southwesterly corner of the within described premises, said wall being the southerly line of the within described premises and the northerly line of land now or formerly of Lester T. Frye, thence running S79°42'34"E by and along said stone wall and Frye land a distance of 68.61 feet to a drill hole in said stone wall; thence running S72°25'52"E by and along said wall and Frye land a distance of 276.65 feet to a drill hole in said stone wall; thence running S78°04'20"E by and along said wall and Frye land a distance of 128.13 feet; thence running S86°34'36"E by and along said wall and Frye land a distance of 35.94 feet; thence running S58°34'00"E by and along said wall and Frye land a distance of 19.10 feet to a drill hole in said stone wall; thence running S75°04'29"E by and along said wall and Frye land a distance of 89.40 feet to a drill hole in said stone wall; thence running S82°59'27"E along a wire fence and Frye land a distance of 103.62 feet to a tree with wire affixed thereto; thence running S84°39'51"E along said Frye land, bounded in part by a wire fence, a distance of 184 feet, more or less, to the centerline of Whitford Brook, said centerline also being the boundary line between the Town of Ledyard and the Town of Stonington; thence running in a general northeasterly direction along the centerline of Whitford Brook a distance of 400 feet, more or less, to the intersection of Whitford Brook and Williams Brook; thence running northwesterly and then northeasterly along the centerline of Williams Brook and land now or formerly of Henry W. Morgan a distance of 760 feet, more or less, to an iron pin on the northeasterly bank of Whitford Brook; thence running N78°20'44"W along other land of the Grantors a distance of 350 feet, more or less, to a monument at the northwesterly corner of the within described parcel; thence running S34°13'18"W along a bobwire fence and other land of the Grantors a distance of 452.89 feet to a monument; thence running S23°18'25"W along other land of the Grantors a distance of 318.16 feet to the steel plug at the point and place of beginning.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by CATIC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.