

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of the \_\_\_ day of May, 2021 (the "Effective Date") by and between **THE TOWN OF NORTH HAVEN**, a municipality organized and existing under the laws of the State of Connecticut with an office at c/o Director Of Finance and Administration, Town of North Haven, Town Hall Annex, 18 Church Street, North Haven, Connecticut 06473 ("Seller"), and **CHRISTOPHER PELLICCIO**, an individual with an address at 197 Maple Avenue, North Haven, CT 06473 ("Purchaser").

### WITNESSETH:

**1. AGREEMENT TO SELL AND PURCHASE; DESCRIPTION OF PROPERTY.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter contained, that certain parcel of land containing approximately **3,213 square feet**, located at **Sellot Street**, in the **Town of North Haven, County of New Haven and State of Connecticut**, (the "Land"), as more particularly described on Exhibit A annexed hereto and hereby made a part hereof.

TOGETHER ALSO with all right, title and interest of Seller, if any, in and to (i) the Land in the bed of any public street, road or avenue, open or proposed, in front of or adjoining the Land, to the center line thereof, (ii) any rights of way, easements, appurtenances, alleys, gores and strips of land adjoining or appurtenant to the Land and used in conjunction therewith.

All of the above enumerated property, rights and interests to be sold pursuant to this contract are hereinafter sometimes collectively called the "Premises."

There is specifically reserved by Seller (and no rights are sold, assigned or transferred hereunder to Purchaser) any and all rights, claims, causes of action, recoveries, judgments, monies and the like with respect to: (i) environmental matters, including, without, limitation, claims by Seller against any and all parties, including, without, limitation, adjoining property owners and their successors, assignees and predecessors-in-interest, and/or claims, causes of actions, reimbursements and the like accruing to the benefit of the Seller or the Premises from all applicable Federal, State, local, or private sources respecting any and all environmental matters respecting the Premises.

### **2. DEED AND TITLE.**

(a) The Premises are to be conveyed to Purchaser in "As-Is Where-Is" condition, as set forth more explicitly below, by a good and sufficient Quitclaim Deed (the "Deed"), and said Deed shall convey whatever rights the Seller possesses with respect to the Premises, but free from and monetary encumbrances, except:

(i) Provisions of existing building, zoning, and subdivision laws, restrictions and regulations of all governmental authorities having jurisdiction thereof and all zoning variances and special exceptions, if any;

(ii) Purchaser's pro rata share of such taxes on the October 2019 Grand List, if any;

(iii) Any liens for real estate taxes or municipal betterments assessed but not due as of the date of the Closing;

(iv) All recorded covenants, conditions, easements, restrictions or reservations which do not negatively affect the Premises;

(v) Such a state of facts as an accurate survey and inspection of the Premises may reveal or disclose.

(b) Purchaser acknowledges and agrees, by consummating the Closing contemplated herein, it will be deemed to have been given a full opportunity to inspect and investigate each and every aspect of the Premises, either independently or through agents of Purchaser's choosing. **AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, SELLER AND PURCHASER AGREE THAT EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, INCLUDING SECTION 9 ("REPRESENTATIONS OF SELLER"), SELLER IS SELLING AND PURCHASER IS PURCHASING AND TAKING THE PREMISES ON AN "AS IS" BASIS, WITH ANY AND ALL LATENT AND PATENT DEFECTS. PURCHASER ACKNOWLEDGES THAT IT IS RELYING UPON ITS EXAMINATION OF THE PREMISES AND, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS CONTAINED IN THIS AGREEMENT, IT IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR OTHER ASSERTION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS AGENTS AS TO ANY MATTER CONCERNING THE PREMISES, INCLUDING, WITHOUT LIMITATION: (I) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO, APPURTENANCES, ACCESS, AND PARKING, (II) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND ANY GROUNDWATER, (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PREMISES, (IV) THE DEVELOPMENT POTENTIAL OF THE PREMISES, AND THE PREMISES' USE, HABITABILITY, MERCHANTABILITY, SUITABILITY, VALUE OR FITNESS FOR ANY PARTICULAR PURPOSE, (V) THE ZONING OR OTHER LEGAL STATUS OF THE PREMISES OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS AFFECTING THE USE OF THE PREMISES, (VI) THE COMPLIANCE OF THE PREMISES OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (VII) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PREMISES OR THE ADJOINING OR NEIGHBORING PREMISES, (VIII) THE CONDITION OF TITLE TO THE PREMISES, AND (IX) THE ECONOMICS OF THE OPERATION OF THE PREMISES.**

**Purchaser's Initials:** \_\_\_\_\_

(c) WITHOUT LIMITING THE ABOVE, EXCEPT WITH RESPECT TO A BREACH BY SELLER OF ANY OF THE SELLER'S EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, PURCHASER, FOR AND ON BEHALF OF ITSELF, ANY ENTITY AFFILIATED WITH PURCHASER AND ITS SUCCESSORS AND ASSIGNS, WAIVES ITS RIGHT TO RECOVER FROM AND FOREVER RELEASES AND DISCHARGES THE SELLER PARTIES FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) OF WHATEVER KIND OR NATURE, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING AND FUTURE, CONTINGENT OR OTHERWISE (INCLUDING ANY ACTION OR PROCEEDING, BROUGHT OR THREATENED, OR ORDERED BY ANY APPROPRIATE GOVERNMENTAL ENTITY) THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATING TO THE PREMISES CONDITION OR ANY LAW OR REGULATION APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION, THE PRESENCE, MISUSE, USE, DISPOSAL, RELEASE OR THREATENED RELEASE OF ANY HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTES AT THE PREMISES AND ANY LIABILITY OR CLAIM RELATED TO THE PREMISES ARISING UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED (42 U.S.C. SECTION 9601 *et seq.*), THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. SECTION 6901 *et seq.*), THE CLEAN WATER ACT (33 U.S.C. SECTION 1251 *et seq.*), THE SAFE DRINKING WATER ACT (42 U.S.C. SECTION 300F *et seq.*), THE HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. SECTION 5101 *et seq.*), THE TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. SECTION 2601 *et seq.*), EACH AS AMENDED, OR ANY OTHER CAUSE OF ACTION BASED ON ANY OTHER STATE, LOCAL, OR FEDERAL ENVIRONMENTAL LAW, RULE OR REGULATION (COLLECTIVELY, "ENVIRONMENTAL LAWS").

Purchaser's Initials: \_\_\_\_\_

3. **PURCHASE PRICE AND PAYMENT.** The agreed purchase price for the Premises is NINE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$9,600.00) (the "Purchase Price"), which shall be payable as follows:

(a) ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) (the "Initial Deposit") shall be deposited with Seller's Counsel, Sachs & Proto, LLC (the "Escrow Agent") simultaneously with the execution of this Agreement. The Initial Deposit shall be refundable until the Closing (as such term is defined below), or as set forth more particularly within this Agreement, and applied to the Purchase Price at Closing; and

(b) at Closing, by cash or wire transfer, in an amount equal to the Purchase

Price less the Initial Deposit and adjustments.

4. **CLOSING DATE.** The Deed is to be delivered and the consideration paid at a time and date mutually agreeable to the parties but in no event more than **thirty (30) days** after the Effective Date hereof, either (i) at the offices of the Seller's Attorney, or (ii) by mail. The date and time of delivery of the Deed is referred to as the "Closing."

5. **EXTENSION OF TIME.** If Seller shall be unable to provide title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the Deed the Premises do not conform with the provisions hereof, then Seller shall be provided with an extension of time, which is not to exceed forty-five (45) days, to (i) remove any defects in title, or (ii) deliver possession as provided herein, or (iii) make the Premises conform to the provisions hereof, as the case may be.

6. **FAILURE OF TITLE OR CONDITION.** If at the Closing or, if applicable, at expiration of the extended time Seller shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then at Purchaser's election, exercisable by written notice to Seller, (i) this Agreement shall be canceled and void and the Initial Deposit shall be promptly returned to Purchaser, or (ii) Purchaser shall have the right to close this transaction, paying for the Premises the full stated Purchase Price, and accepting such title as Seller may be able to convey.

7. **ADJUSTMENTS.** Taxes, utilities and other charges payable and all other Closing adjustments shall be made pursuant to custom in the Town of North Haven. The provisions of this section shall survive the Closing. For purposes of calculating these adjustments, such adjustments shall be made on the basis of the actual number of days of the month which shall have elapsed as of the Closing Date and based upon the actual number of days in the month.

8. **DEFAULT AND DAMAGES.**

(a) In the event of default by Purchaser in the performance of its obligations hereunder, Seller shall have the right to terminate this Agreement and receive the Initial Deposit for Seller's own use as liquidated damages as its sole and exclusive remedy.

(b) If Seller breaches this Agreement or shall fail to perform the obligations and conditions to be performed and satisfied by it hereunder, then at Purchaser's option (i) the Initial Deposit made by Purchaser shall be promptly returned to Purchaser by Seller and neither Seller nor Purchaser shall have any further rights or obligations under this Agreement, except for those obligations that survive a termination of this Agreement, or (ii) Purchaser shall be entitled to bring an action for specific performance.

9. **REPRESENTATIONS OF SELLER.** Notwithstanding, but not in limitation of, anything contained herein, Seller hereby covenants, warrants and represents to Purchaser that:

(a) The Seller is a municipality organized and existing under the laws of the State of Connecticut;

(b) The Seller has full right, power and authority to make, execute, deliver and perform this Agreement and to sell and convey the Premises in accordance with the terms and provisions of this Agreement;

(c) All necessary action has been taken by Seller to authorize execution, delivery, performance and payment under this Agreement;

(d) This Agreement when executed and delivered by Seller and Purchaser will constitute the valid and binding Agreement of the Seller;

(e) The Seller has not received any notice of, nor does the Seller have any actual knowledge of any pending or threatened lawsuits or arbitration, including any condemnation suits, claims or alleged violations of any local, state or federal laws, rule or regulations, or the rules or regulations of any other governmental body or agency relative to the Premises.

The foregoing representations and warranties made by Seller in this Section 9 are true and correct as of the date hereof and shall be repeated as true and correct as of the date of Closing, and such representations and warranties shall survive the Closing. If, for any reason, Seller cannot repeat any of said representations and warranties as of the date of Closing, or if Seller is in material default hereunder because of the breach of any one or more of said representations and warranties, then, notwithstanding anything herein to the contrary, Purchaser may terminate this Agreement and Seller shall direct Escrow Agent to promptly return the Initial Deposit to Purchaser.

**10. REPRESENTATIONS OF PURCHASER.** Notwithstanding, but not in limitation of, anything contained herein, Purchaser hereby covenants, warrants and represents to Seller that:

(a) Purchaser is an individual with a legal residency in the State of Connecticut;

(b) All necessary action has been taken by Purchaser to authorize execution, delivery, performance and payment under this Agreement; and

(c) This Agreement and its execution by Purchaser is a valid and binding obligation of Purchaser.

**11. DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING.** At the Closing, Seller shall deliver the following documents to Purchaser:

(a) Quitclaim Deed in proper recordable form (the "Deed");

(b) A CT Real Estate Conveyance Tax Return;

(c) An Affidavit customarily required by title insurance companies in the State of Connecticut for the issuing of title insurance protecting against, inter alia, mechanics liens and parties in possession;

(d) An affidavit of the Seller stating that the Seller is not a "Foreign Person" as defined in Section 1445 (B)(2) of the Internal Revenue Code of 1986, as amended;

(e) A settlement statement (the "Settlement Statement") executed by Seller;

(f) All other instruments and documents to which Buyer may be entitled under any provision of this Agreement.

**12. DOCUMENTS TO BE DELIVERED BY PURCHASER AT CLOSING.** At the Closing Purchaser shall deliver the following to Seller:

(a) The Purchase Price less the Initial Deposit;

(b) The Settlement Statement, signed by Purchaser; and

(c) All other instruments and documents to which Seller may be entitled under any provision of this Agreement.

**13. BROKERS.** Seller and Purchaser represent that they have dealt with no broker or finder with respect to the transactions contemplated by this Agreement. The Seller and the Purchaser shall each indemnify and hold the other free and harmless from all losses, damages, costs and expenses (including attorneys' fees) that either may suffer as a result of any claim or suit brought by any broker or finder who claims that she/he participated with the Seller or the Purchaser, as the case may be, in this transaction. The provisions of this Section shall survive the Closing.

**14. NOTICES.** All notices permitted or required to be given hereunder (other than notices indicating the time for access to the Premises) shall be in writing and sent by a nationally recognized overnight courier with an online delivery verification system, addressed as follows:

If to Seller:                   The Town Of North Haven  
  c/o Director Of Finance and Administration  
  Town of North Haven, Memorial Town Hall  
  18 Church Street  
  North Haven, Connecticut 06473

With a copy to:               Sachs & Proto, LLC  
  112 Washington Avenue  
  North Haven, CT 06473  
  Attn. Paul E. Proto, Esq.

If to Purchaser:               Christopher Pelliccio  
  197 Maple Avenue  
  North Haven, Connecticut 06473

With a copy to: Robert A. Pacelli, Jr., Esq.  
Zeldes, Needles & Cooper, PC  
263 Tresser Boulevard, 14 Floor  
Stamford, CT 06901

or to such other address or addresses as the parties may designate from time to time by notice given in accordance with this clause. Any such notice shall be deemed given on the date of receipt or refusal, as the case may be.

15. **AUTHORITY OF REPRESENTATIVES.** Purchaser and Seller each hereby represents and warrants as to itself that the undersigned officer of Seller and the Purchaser, as applicable, is duly authorized by appropriate resolution to execute this Agreement on behalf of Purchaser and Seller, respectively.

16. **COUNTERPARTS; CAPTIONS.** This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

17. **GOVERNING LAW.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Connecticut.

18. **ENTIRE AGREEMENT.** This Agreement (including all exhibits annexed hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior understandings, if any, with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the parties hereto or by their agents duly authorized in writing or as otherwise expressly permitted herein.

19. **WAIVERS; EXTENSIONS.** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other or succeeding obligations or acts.

20. **ASSIGNMENT.** This Agreement may not be assigned by Purchaser, without the prior written consent of Seller.

21. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors or assigns.

22. **SURVIVAL OF ALL REPRESENTATIONS AND WARRANTIES.** Except to the extent expressly provided for herein, all representations, warranties, covenants and agreements of the Seller and the Purchaser contained herein shall not survive the Closing but shall merge in the Deed to be given by the Seller even though not inserted or otherwise included in such Deed.

23. **TIME OF THE ESSENCE.** The parties agree that any rule of law or equity to the

contrary notwithstanding, **TIME IS OF THE ESSENCE OF THIS AGREEMENT** so far as the time periods and dates set forth herein.

**24. ESCROW AMOUNT AND ESCROW AGENT'S POWERS.** Seller and Purchaser acknowledge and agree that the Escrow Agent shall hold the Initial Deposit pursuant to the terms and conditions of this Agreement subject to the following:

(a) The Escrow Agent shall act as a depository only and, pending settlement of the transaction contemplated by this Agreement, the Initial Deposit shall be deposited in Escrow Agent's non-interest bearing client's funds account, and shall be disbursed in accordance with the terms of this Agreement.

(b) In the event either Seller or Purchaser shall claim default under the terms of this Agreement, unless the terms of this Agreement expressly state otherwise, the Escrow Agent will not be required to deliver the Initial Deposit to either of the parties without the written consent of the other, or upon failure thereof, until the right of either of the parties to receive the Initial Deposit shall be fully determined by a court of proper jurisdiction.

(c) In the event of controversy or litigation arising out of this transaction which (i) results in any expense or attorneys' fees to the Escrow Agent, , or (ii) requires a declaratory judgment by proper court as to the disbursement of said Initial Deposit, the Escrow Agent is hereby authorized to deduct such expense or attorney's fees out of the sums held in escrow and to pay any remaining balance over the part entitled thereto as agreed upon by the parties, or as directed by a court of competent jurisdiction.

(d) Seller and Purchaser hereby release and discharge the Escrow Agent from all matters with respect to the subject matter hereof (except for gross negligence or intentional wrongdoing), and agree to indemnify and hold the Escrow Agent harmless from and against all costs, damages, judgments, attorney's fees, expenses, obligations, and liabilities of any kind or nature which, in good faith, the Escrow Agent may incur or sustain in connection with this Agreement, and without limiting the generality of the foregoing, the Escrow Agent shall not incur any liability due to a delay in the electronic wire transfer of funds or with respect to any action taken or omitted in reliance upon any instrument, including any written notice or instructions provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the trust and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have duly executed this Agreement under seal as of the day and year provided for below each executing party's signature.

**SELLER:  
THE TOWN OF NORTH HAVEN**

By: \_\_\_\_\_  
Edward J. Swinkoski  
Title: Director Of Finance and Administration  
Duly Authorized  
Dated: \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_  
**CHRISTOPHER PELLICCIO**  
An Individual  
Duly Authorized  
Dated: \_\_\_\_\_

**ESCROW AGENT:  
SACHS & PROTO, LLC**

By: \_\_\_\_\_  
Paul E. Proto, Esq.  
Its Manager/Member  
Dated: \_\_\_\_\_

EXHIBIT A

**LEGAL DESCRIPTION**

THAT CERTAIN PIECE OR PARCEL OF PROPERTY:  
BEGINNING AT THE SOUTHEAST CORNER OF HEREIN DESCRIBED  
PARCEL: THENCE; NORTH 20 DEGREES 15 MINUTES 30 SECONDS WEST, THROUGH  
SELLOT STREET, A DISTANCE OF 50.00 FEET, THENCE; SOUTH 69 DEGREES 44  
MINUTES 30 SECONDS WEST, ALONG LAND NOW OR FORMERLY OF LOUIS ST  
GEORGE, A DISTANCE OF 60.50 FEET, THENCE; SOUTH 11 DEGREES 43 MINUTES 40  
SECONDS EAST, ALONG LAND NOW OR FORMERLY OF LOUIS ST GEORGE, A  
DISTANCE OF 50.56 FEET, THENCE; NORTH 69 DEGREES 44 MINUTES 30 SECONDS  
EAST, ALONG LAND NOW OR FORMERLY OF LOUIS ST GEORGE, A DISTANCE OF  
68.00 FEET TO THE POINT AND PLACE OF BEGINNING. SAID PARCEL CONTAINS 3,213  
SQUARE FEET.