

GLASTONBURY TOWN COUNCIL AGENDA (AMENDED)
THURSDAY, APRIL 6, 2023 – SPECIAL MEETING
7:00 P.M. – COUNCIL CHAMBERS, TOWN HALL
2155 MAIN STREET, GLASTONBURY

Council Members: Thomas P. Gullotta, Chairman; Lawrence Niland, Vice Chairman; Deborah A. Carroll; Kurt P. Cavanaugh; John Cavanna; Mary LaChance; Jacob McChesney; Whit Osgood; Jennifer Wang

1. Roll Call.
 - (a) Pledge of Allegiance.
2. Public Communication and Petitions pertaining to the Call.
3. Special Business as contained in the Call.
 - (a) Introduction of incoming Town Manager, Jonathan Luiz.
 - (b) Action on proposed amendment to the Building Zone Regulations concerning Cannabis and Inclusionary Zoning (set public hearing).
 - (c) Action on Purchase and Sale Agreement – sale of Town-owned land – 232 Eastern Boulevard (set public hearing).
4. Adjournment.



Town of Glastonbury

2155 MAIN STREET • P.O. BOX 6523 • GLASTONBURY, CT 06033-6523 • (860) 652-7500
FAX (860) 652-7505

ITEM #3(C)
04-06-2023 Meeting

Richard J. Johnson
Town Manager

March 31, 2023

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: Gateway Property – 232 Eastern Boulevard

Dear Council Members:

This is a proposal to sell the Town owned 6.5± acre parcel at 232 Eastern Boulevard as outlined on the attached page. As with prior sale of Town owned land in the Gateway area, a formal Purchase and Sale Agreement is executed and summarized as follows:

- Sale price: \$1M
- Site: 6.5± acre parcel at 232 Eastern Boulevard
- Schedule: Council public hearing and approval before expiration of due diligence
- Permitted Uses: Class A and B office space with manufacturing and warehouse space in a planned campus of two to four buildings
- Deposit: \$75,000 upon signing

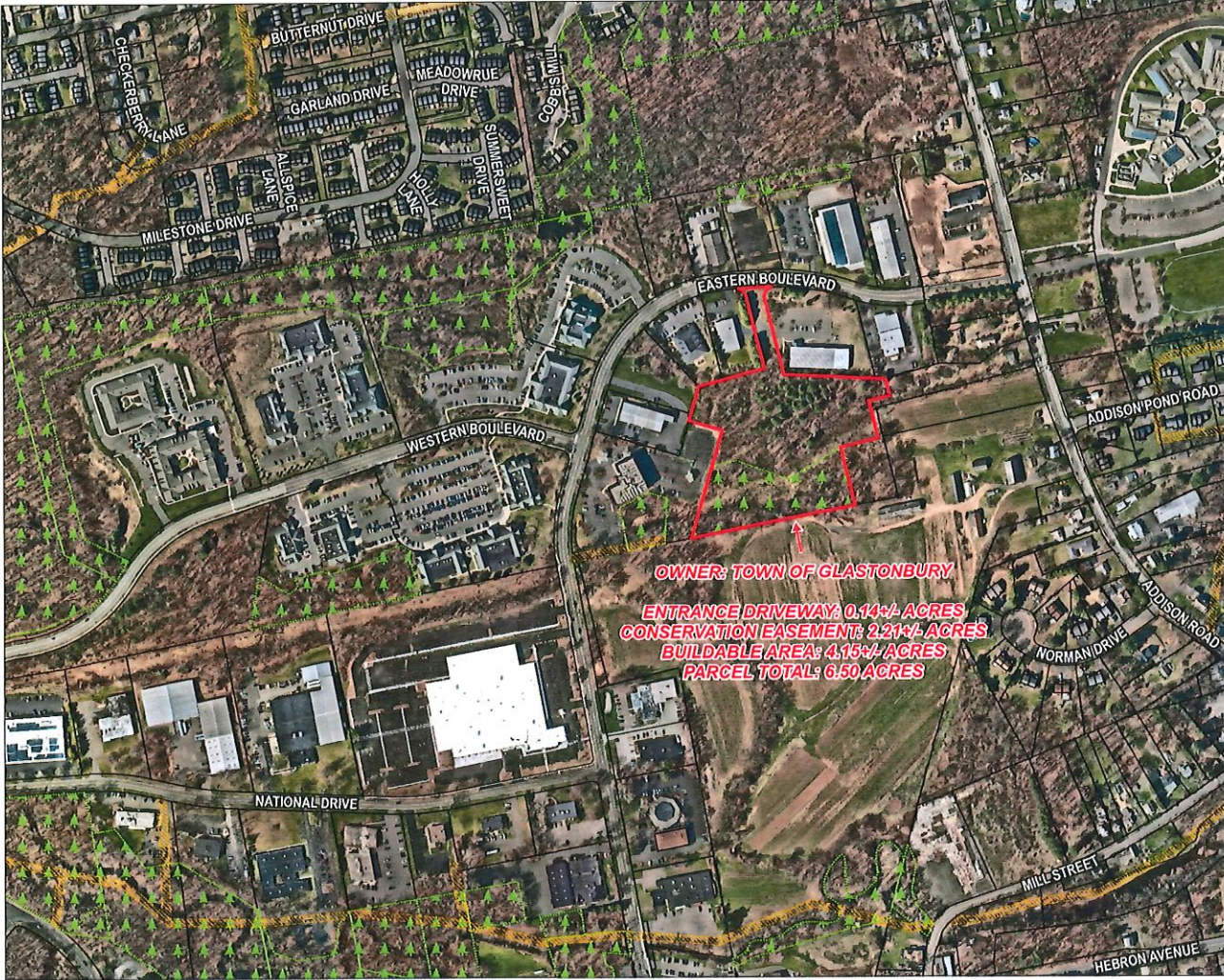
The following actions are scheduled for Tuesday evening.

“BE IT RESOLVED, that the Glastonbury Town Council hereby schedules a public hearing for 8:00 p.m. on Tuesday, April 25, 2023 in the Council Chambers of Town Hall, 2155 Main Street, Glastonbury and/or through Zoom Video Conferencing, to consider the proposed sale of the Town-owned land at 232 Eastern Boulevard, Parcel E11, in accordance with the Purchase and Sale Agreement dated March 30, 2023, as described in a report by the Town Manager dated March 31, 2023.”

Sincerely,

Richard J. Johnson
Town Manager

RJJ/sal
Attachment



Town of
Glastonbury



Parcels Of Interest
232
EASTERN BLVD

- Parcel of Interest
- Sewer Easement
- Conservation Easement
- Parcels



Date: April 04, 2023

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”) is made as of the 30th of March, 2023, by and between the TOWN OF GLASTONBURY, a municipal corporation duly existing under the laws of the State of Connecticut and having its territorial limits within the County of Hartford and State of Connecticut (the “Seller”), and CCC CONSTRUCTION, LLC, a Connecticut limited liability company with an address of 519 Cedar Ridge Drive, Glastonbury, Connecticut 06033 (the “Purchaser”).

1. Purchase and Sale.

Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, that certain parcel of land known as 232 Eastern Boulevard, that is shown as “Parcel E-11” on the map identified in Schedule A attached hereto, that is approximately 6.5 acres of land located in the Gateway Office Park, Town of Glastonbury, County of Hartford and State of Connecticut and is more particularly described in Schedule A attached hereto, subject to the encumbrances, conditions, covenants and restrictions set forth in Schedule B attached hereto (the “Property”).

2. Purchase Price.

(a) The purchase price for the Property is ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) (the “Purchase Price”).

(b) The Purchase Price for the Property shall be payable by the Purchaser as follows:

(i) By deposit of SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00) with Escrow Agent (as hereinafter defined) within two (2) days after execution of this Agreement by Seller and Purchaser (the “Deposit”).

(ii) By wire transfer of the balance of the Purchase Price to the Seller on the Closing Date (as hereinafter defined) subject to adjustment as provided herein.

(c) The Purchase Price shall be subject to customary adjustments in accordance with the standards of the Hartford County Bar Association (the “Adjustments”).

(d) Escrow Agent. Seller and Purchaser hereby appoint First American Title Insurance Company as escrow agent (the “Escrow Agent”) with respect to the Deposit. Seller, Purchaser and Escrow Agent shall execute the Escrow Agent's form of Escrow Agreement. The delivery of the Deposit by Purchaser to the Escrow Agent and the full execution of the Escrow Agreement shall constitute conditions precedent to the obligations of Seller hereunder. Escrow Agent shall hold the Deposit in a non-interest-bearing account. Seller and Purchaser shall each pay one-half (1/2) of the fee of the Escrow Agent for its escrow services hereunder.

(c) Application of Deposit. If the sale hereunder is consummated in accordance with the terms hereof, the Deposit shall be applied to the Purchase Price to be paid by Purchaser at the Closing. In the event of default hereunder by Purchaser, the Deposit shall be applied as provided in Section 15 herein. In the event this Agreement is terminated by Purchaser in accordance with the terms of this Agreement, the Deposit shall be returned to Purchaser as provided by the terms of this Agreement.

3. Permitted Uses.

The Property shall be sold subject to the following restrictions on use of the Property: Class A and B office space with manufacturing and warehouse space (the “Permitted Uses”) in a contemplated phased development campus of two to four buildings. Such use restrictions shall be recited in the Deed (as hereinafter defined). Seller represents and warrants that the Permitted Uses are permitted uses by special permit with design review approval in the PE zoning district in which the Property is located.

4. Access.

During the Due Diligence Period (as hereinafter defined), Purchaser and its representatives shall have the right to enter onto the Property to perform such inspections and tests thereof and thereon as Purchaser shall deem reasonably necessary or desirable, including but not limited to Phase I and Phase II environmental site assessments. Seller agrees that it will cooperate with Purchaser in any manner reasonably requested by Purchaser in connection with Purchaser and its representatives making such inspections and tests. Purchaser agrees that, at its sole cost and expense, it will repair any damage caused to the Property by the making of such inspections and tests and shall indemnify and hold Seller harmless from and against any loss, claim, liability or expense, which are incurred by Seller as a result of or arising out of the making of such inspections and tests. The provisions of this Section shall survive the termination of this Agreement and the Closing.

5. Closing.

(a) The transfer of title to the Property to Purchaser (the “Closing”) shall take place in escrow through the Escrow Agent, on the date that is thirty (30) days following the Permit Contingency Date (as hereinafter defined). The date on which the Closing shall actually occur is herein referred to as the “Closing Date.” Seller and Purchaser shall each pay one-half (1/2) of the fee of the Escrow Agent for its closing services hereunder.

(b) Possession of the Property shall be delivered to Purchaser on the Closing Date free and clear of all tenancies and other occupancies.

(c) Seller shall deliver to Purchaser on the Closing Date the following:

(i) A quitclaim deed (the “Deed”) subject to all encumbrances provided in Schedule B. The Deed shall also include the Permitted Uses use restriction. Marketability of title hereunder shall be determined in accordance with the Standards of Title of the Connecticut Bar Association and §§47-33b through 47-331 of the Connecticut

General Statutes. Purchaser shall bear the expense of recording the Deed;

- (ii) Conveyance tax return and any real estate conveyance taxes due;
 - (iii) An affidavit regarding tenants in possession and labor and materials provided to the Property by Seller, in the form customarily required by title insurance companies in the State of Connecticut to induce a title insurance company to insure against (1) the rights of tenants or parties in possession, and (2) mechanic's liens for work, materials or services performed or provided within the 90-day period prior to Closing, and any other customary and reasonable documents required by Purchaser's title insurance company;
 - (iv) Possession and sole occupancy of the Property free of any tenants, licensees, or other occupants.
 - (v) FIRPTA; and
 - (vi) Settlement Statement.
- (d) Purchaser shall deliver to Seller on the Closing Date the following:
- (i) the Purchase Price in accordance with Section 2 of this Agreement; and
 - (ii) Settlement Statement.

6. Due Diligence, Zoning and Marketing Contingencies.

(a) Due Diligence Contingency. Notwithstanding anything in this Agreement to the contrary, the Purchaser shall have a period commencing on the Effective Date (as hereinafter defined) and expiring sixty (60) days after the Effective Date within which to perform its due diligence on the Property (the "Due Diligence Period"), which includes preliminary engineering, geotechnical and environmental tests, land use review, title review, survey, utilities confirmation, wetlands review, feasibility studies and such other inquiries as Purchaser reasonably desires (the "Due Diligence Inquiries"). In the event that Purchaser determines in its sole discretion that the Property is not suitable based on the aforementioned Due Diligence Inquiries, then Purchaser shall have the option of terminating this Agreement by giving Seller written notice no later than the expiration of the Due Diligence Period. In such event this Agreement shall terminate and be of no further force and effect, the Deposit shall be refunded to Purchaser, and neither party shall have any further rights or obligations hereunder, except for any continuing obligations as provided in this Agreement. Purchaser shall promptly provide the Seller with a complete copy of the environmental Phase I and, if applicable, the Phase II reports. The "Effective Date" means the date of the last to execute this Agreement of Purchaser and Seller.

In the event that Purchaser's environmental consultant recommend that further investigation and/or testing be performed at the Property, Purchaser shall have the right to extend

the Due Diligence Period by an additional forty-five (45) days by providing Seller with written notice of such extension.

Purchaser shall restore the Property as near as possible to the condition that existed prior to Purchaser's performance of the Due Diligence Inquiries. Purchaser shall indemnify and hold Seller harmless from all damage, loss, cost, liabilities and expense which may be incurred by Seller, including, without limitation, any claims for personal injury or property damage caused in whole or in part by the acts or omissions of Purchaser, Purchaser's consultants, engineers, agents, attorneys, representatives, or employees while on the Property for Purchaser's Due Diligence Inquiries. The provisions of this Section shall survive the termination of this Agreement and the Closing.

(b) Approvals Contingency. Purchaser's obligation to perform under this Agreement is further contingent upon Purchaser's receipt of all governmental permits and approvals (beyond the date of expiration of any appeal periods, without appeal), including but not limited to, planning and zoning, subdivision and inland wetlands (the "Approvals") necessary for the construction of up to four building(s) of not less than an aggregate of seventy-five thousand (75,000) square feet acceptable to Purchaser, in its sole discretion, on or before one hundred fifty (150) days after the Due Diligence Period expires (the "Permit Contingency Date").

If Purchaser has not received all Approvals by the Permit Contingency Date, Purchaser shall have the following options: i) to accept the Property and proceed to Closing with no reduction of the Purchase Price; or ii) to withdraw from this Agreement, whereupon this Agreement shall terminate and be of no further force and effect, the Deposit shall be refunded to Purchaser, and neither party shall have any further rights or obligations hereunder, except for any surviving obligations as provided in this Agreement.

(c) Extensions of Contingency Periods. In the event Purchaser desires extensions of any of the contingency periods in this Section 6, Purchaser shall request the same in writing prior to the end of the applicable contingency period. Seller shall grant the first (1st) such request(s) subject to Purchaser promptly paying to Seller the sum of Ten Thousand and No/100 Dollars (\$10,000.00) for a ninety (90) day extension, which sum shall be non-refundable but shall be applied to the Purchase Price at Closing. Purchaser may request subsequent extensions, but Seller may approve or withhold such consent to such further request(s) in Seller's sole discretion, and, if so approved, subject to Purchaser promptly paying to Seller the sum of Ten Thousand and No/100 Dollars (\$10,000.00) for each additional ninety (90) day period by which the applicable contingency period may be so extended, provided such additional sum(s) shall not come from the Deposit, and such additional sum(s) shall not be applied to the Purchase Price.

7. Council Approval Contingency.

Seller shall be obligated to sell the Property only if Seller has obtained approval for same from the Glastonbury Town Council ("Council Approval") on or before the expiration of the Due Diligence Period, and provided further that any applicable petition or appeals periods following said Council Approval have expired with no petition or appeal having been filed. In the event that the Seller does not receive Council Approval on or before such date, the Due Diligence Period shall be extended on a day for day basis until such Council Approval is obtained and the possibility

of petition or appeal shall have been exhausted. In the event that the Seller does not receive Council Approval on or before May 23, 2023, Seller shall give Purchaser notice that such Council Approval was not received, and upon the giving of such notice, either Seller or Purchaser may terminate this Agreement whereupon it shall be of no further force and effect, the Deposit shall be refunded to Purchaser, and neither party shall have any further rights or obligations hereunder, except for any surviving obligations as provided in this Agreement.

8. Use Restriction

Purchaser is purchasing the Property to construct buildings conforming to the Permitted Uses in a phased development campus of two to four buildings. Purchaser agrees that it shall not apply for subdivision of the Property without the prior approval of the Seller's Town Council.

The parties agree that the intended use of the Property is as one or more uses that are Permitted Uses. The parties agree that the Deed shall contain a restrictive covenant that the use of the Property shall be restricted to only uses that are Permitted Uses (the "Restrictive Covenant"). The Restrictive Covenant shall provide that only the uses that are Permitted Uses shall be permitted on the Property, unless otherwise approved by the Seller's Town Council, which approval shall be given in the Seller's sole discretion. The Seller shall have the right to enforce the Restrictive Covenant.

The form of Restrictive Covenant is attached hereto as Schedule C and made a part hereof.

9. Insurance.

Purchaser and its consultants, engineers or others entering the Property on Purchaser's behalf for Due Diligence Inquiries and access rights shall maintain commercial general liability insurance in an amount of at least \$1,000,000 coverage per occurrence. Seller shall be an additional insured and Purchaser shall provide Seller with a Certificate of Insurance prior to conducting any activities on the Property or accessing the Property.

10. Condition of Property.

This Agreement is entered into upon the knowledge and inspection of Purchaser as to the value and condition of the Property, which is being purchased "AS IS, WHERE IS" and not upon any representations (except as specifically provided for herein), information or promises made by Seller or its agents, if any, not contained in this Agreement as to the character, quality, use, value, condition, occupation, zoning, subdivision, environmental status or other matters relating thereto, except as otherwise provided herein.

11. Authorization.

At the Closing, Seller shall deliver to Purchaser an original certificate of the Town Clerk with resolutions of the Town Council attached authorizing the sale of the Property from Seller to Purchaser pursuant to this Agreement.

12. Representations and Warranties.

(a) Seller hereby represents, warrants and covenants to Purchaser, as follows:

- (i) Subject to the Council Approval, Seller has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby, and the person executing this Agreement on behalf of Seller is duly authorized to execute, on behalf of Seller, this Agreement, the Deed and other instruments or documents reasonably necessary to affect the transactions contemplated by this Agreement.
- (ii) Seller received State Traffic Commission (“STC”) approval as evidenced by a certificate dated January 7, 2010 (the “Certificate”). Seller agrees that neither Seller nor any other party shall construct any new improvements on property owned by Seller that would further reduce the available square footage for Purchaser. Seller agrees that the Certificate shall be used for the development of the Permitted Use at the Property, as described in Section 3. This subsection (ii) shall survive Closing.
- (iii) From and after the execution of this Agreement until the Closing or termination of this Agreement, Seller covenants and agrees that no encumbrance, lien or other interest shall be created, permitted or suffered with respect to the Property without first obtaining the prior written consent of Purchaser thereto, such consent to be granted or denied by Purchaser in its sole and absolute discretion.

(b) Purchaser hereby represents and covenants to Seller as follows:

- (i) Purchaser has the full right, power, authority and financial ability to execute and deliver this Agreement and all documents now or hereafter to be executed by it pursuant to this Agreement (“Purchaser's Documents”), to consummate the transactions contemplated hereby, and to perform its obligations hereunder and under Purchaser's Documents.

13. Assessments.

If, at the time of the delivery of the Deed, the Property or any part thereof shall be or shall have been affected by an assessment or assessments levied or imposed for improvements capital in nature construction of which has begun prior to the date hereof (any such assessments being herein called “special assessments”), then, for the purposes of this Agreement, all unpaid installments of any such special assessment, including those which are to become due and payable after the delivery of the Deed, shall be deemed to be due and payable and shall be paid and discharged by Seller at or prior to the delivery of the Deed.

14. Title Examination.

Purchaser shall have until the expiration of the Due Diligence Period (as hereinafter defined) to examine title to the Property and obtain from a nationally recognized title insurance

company (the “Title Company”) at Purchaser’s expense, one or more ALTA title insurance commitment (whether one or more, the “Title Commitment”) covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue at Closing: (i) one or more Owner’s Policy of Title Insurance constituting, in the aggregate, the full amount of the Purchase Price; and (ii) one or more Mortgagee Policy of Title Insurance in favor of any anticipated mortgagee(s), constituting, in the aggregate, the amount financed by such mortgagee towards the Purchase Price at Closing. Purchaser shall notify Seller in writing, prior to the expiration of the Due Diligence Period, of the existence of any objections as Purchaser may have to any exceptions to title disclosed in the Title Commitment (or any amendments thereto issued prior to the expiration of the Inspection Period) or objections to matters shown on any survey (or any revisions thereto published prior to the expiration of the Due Diligence Period) (collectively, “Purchaser’s Title Notice”). Purchaser shall also have the right to notify Seller in writing, prior to Closing, of the existence of any encumbrances or defects that have arisen after Purchaser’s Title Notice. Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure any exceptions noted in Purchaser’s Title Notice; provided, however, that Seller shall be obligated to: (i) remove any mortgages or other similar security instruments that were placed on the Property by Seller or any other liens or encumbrances that can be satisfied by the payment of money or which resulted from any act or omission of Seller (collectively, “Monetary Liens”); and (ii) cure any encumbrances or defects in title to the Property which would cause Seller to be unable to convey good and marketable title to the Property at Closing. Within five (5) business days after Seller’s receipt of the Title and Survey Objection Notice, Seller shall give written notice to Purchaser informing Purchaser of Seller’s election with respect to such exceptions or objections. If Seller fails to give written notice of election on or before such date, Seller shall be deemed to have elected not to cure the matter objected to. If Seller elects to attempt to cure any exceptions (or is obligated to cure any Monetary Liens), Seller shall be entitled to one or more reasonable adjournments of the Closing of up to, but not beyond, the thirtieth (30th) day following the date for Closing set forth in Section 4.1 hereof to attempt such cure. If on the date set for Closing, or upon the expiration of said additional thirty-day period or, whichever is later, Seller shall then be unable to convey good and marketable title free and clear of such encumbrances and defects, Purchaser shall have the option either of accepting such title as Seller can convey, or of rescinding this Agreement; and, if Purchaser shall elect so to rescind, the Deposit shall be refunded to Purchaser, whereupon all rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end, except for any continuing obligations as provided in this Agreement.

15. Default.

If Purchaser fails to perform any of the obligations herein imposed on it and such failure continues for more than fifteen (15) days after Seller advises Purchaser of such failure (Seller hereby agreeing that Purchaser shall be entitled to a fifteen (15) day grace and cure period), and Seller is not in default, Seller may, at its option, terminate this Agreement and as its sole remedy hereunder retain as liquidated damages the Deposit, and Purchaser shall forfeit all rights it may have to the Property by virtue of this Agreement, and all rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end. The parties hereto agree that actual damages may be difficult to quantify and that the Deposit is a reasonable liquidated damages sum and not a penalty.

If Seller fails to perform any of the obligations imposed on it and such failure continues for more than fifteen (15) days after Purchaser advises Seller of such failure (Purchaser hereby agreeing that Seller shall be entitled to a fifteen (15) day grace and cure period) and Purchaser is not in default, Purchaser may, at its option, 1) terminate this Agreement and the Deposit paid shall be promptly returned to Purchaser and all rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end or 2) pursue all remedies available to Purchaser at law or in equity, including specific performance.

16. Broker.

Purchaser and Seller each represent that this sale was not brought about by any real estate agents or brokers. Purchaser agrees that should any claim be made by any other person, firm, or corporation for any agent's or broker's commission by, through, or on account of any acts of Purchaser or Purchaser's representative, Purchaser will hold Seller free and harmless from any and all liabilities and expenses, including costs and reasonable attorneys' fees, in connection therewith. Seller agrees that should any claim be made by any other person, firm, or corporation for any agent's or broker's commission by, through, or on account of any acts of Seller or Seller's representative, Seller will hold Purchaser free and harmless from any and all liabilities and expenses, including costs and reasonable attorneys' fees, in connection therewith.

17. Property Reports.

(a) Within ten (10) days of the execution of this Agreement, Seller shall provide to Purchaser copies of all engineering reports, surveys, environmental reports, and any other test results or reports in Seller's possession concerning the Property ("Seller's Documents"). Purchaser shall not rely on Seller's Documents, which are provided for information only, and Seller makes no representations as to the accuracy or completeness of Seller's Documents.

(b) If this Agreement is terminated for any cause, Purchaser shall promptly provide Seller with copies of all engineering reports, surveys, environmental reports, and any other results of investigations and tests conducted by or for Purchaser on the Property, but Purchaser shall make no representation or warranty as to the accuracy or completeness of such reports, investigations or tests.

18. Notices.

Any notice or communication required or permitted hereunder shall be given in writing, sent by: (a) hand delivery, or (b) a nationally recognized overnight courier service with proof of delivery, or (c) United States Postal Service, postage prepaid or certified mail, or (d) email transmission with acknowledgment or other evidence of receipt, addressed as follows:

(a) if to Seller:

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033
Attention: Town Manager

with a copy to:

Halloran & Sage LLP
225 Asylum Street
Hartford, CT 06103
Attention: Richard P. Roberts
Email: roberts@halloransage.com

(b) if to Purchaser:

519 Cedar Ridge Drive
Glastonbury, CT 06033

with a copy to:

Pullman & Comley, LLC
90 State House Square
Hartford, Connecticut 06103
Attention: M. A. Ceccorulli, Esq.

(c) if to Escrow Agent:

First American Title Insurance Company
225 Asylum Street
Hartford, CT 06103
Attn: Barbara Gee
Email: bgee@firstam.com

or to such other address or to the attention of such other person as hereinafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given (a) in the case of hand delivery, at the time of such hand delivery, (b) in the case of overnight delivery service, on the next Business Day, (c) in the case of U.S. mail, three (3) Business Days after postmarked, and (d) in the case of email transmission, on the Business Day so delivered if delivered by 5:00 PM, otherwise the next Business Day.

19. Governing Law.

The interpretation, enforcement and performance of this Agreement shall be governed by the laws of the State of Connecticut.

20. Miscellaneous.

(a) This Agreement constitutes the entire agreement of the parties hereto and supersedes any and all previous agreements, written or oral, between the parties and affecting the

Property. This Agreement may not be modified or cancelled except pursuant to the terms hereof or an instrument in writing signed by the parties hereto.

(b) The headings of the various sections of this Agreement have been inserted only for the purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain, qualify or restrict any of the provisions of this Agreement.

(c) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

(d) This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto. Purchaser shall have the right, on or prior to the Closing, to transfer or assign its rights and obligations under this Agreement to another entity owned or controlled by Purchaser, or another entity owned or controlled by one or more of Purchaser's principals, without Seller's prior written consent. Purchaser shall provide to Seller a copy of any executed instrument of assignment effectuating any such assignment, together with the name and address of the assignee at least five (5) days prior to the Closing Date. Any permitted assignee shall be deemed to have assumed, agreed to and be bound by all of Purchaser's obligations and liabilities under this Agreement. Upon any such assignment, the Purchaser named in and which signed this Agreement shall thereafter be released and relieved from any obligation or liability under this Agreement.

(e) Purchaser agrees that the delivery and acceptance of the Deed shall constitute full compliance by Seller with all of the terms, conditions, covenants and representations, if any, contained in this Agreement, or connected with this transaction, except as expressly provided in this Agreement.

(f) The failure of either party to insist upon strict performance of any of the provisions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver for the future of any provision, but the same shall remain in full force and effect.

(g) Purchaser agrees that Purchaser shall not record this Agreement or any notice hereof, and should Purchaser so record, Purchaser shall, at Seller's option, be deemed in default hereof and this Agreement shall, at Seller's option and by instrument unilaterally executed by Seller and recorded, be terminated and shall not be an encumbrance upon title to the Property. Purchaser shall be responsible for all actual and consequential damages resulting from any such recording by Purchaser.

(h) Each party shall have the option, in its sole discretion, to waive the requirement of the other party to perform any obligation or condition in this Agreement.

(i) The Purchaser shall not be liable for any failure to perform its obligations under this Agreement if such performance has been delayed, interfered with or prevented by an event of force majeure. Force majeure means any circumstance whatsoever which is not within the reasonable control of the Purchaser, including, an act of God, war, terrorism, insurrection, riot, strike, labor dispute lasting more than thirty (30) continuous days, shortage of materials, fire, explosion, flood, government requisition or allocation, interruption or delay in transportation, fuel

supplies or electrical power, embargo, boycott or order or act of civil or military authority. The Purchaser shall give prompt, detailed notice to the Seller in the event of a force majeure. If the performance of such obligation shall have been delayed, interfered with or prevented by an event of force majeure, then the Purchaser shall take such steps as shall be reasonably available to it to remove the event of force majeure or to mitigate the effect of such occurrence.

(j) The delivery and acceptance of the Deed shall constitute full compliance by Seller with all of the terms, conditions, covenants and representations, if any, contained in this Agreement, or connected with this transaction, except for such matters that are expressly stated in this Agreement to survive Closing.

(k) In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

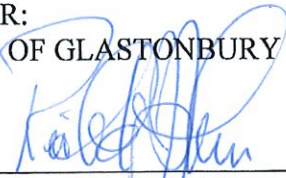
(l) Seller and Purchaser acknowledge each to the other that each and its respective counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(m) Facsimile or electronic (PDF) signatures or signatures by DocuSign (or similar platforms) shall have the same force and effect as original signatures.


[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

SELLER:
TOWN OF GLASTONBURY

By: 
Richard J. Johnson
Its Town Manager
Date: 3-30-2023

PURCHASER:
CCC CONSTRUCTION, LLC

By: 
Frank DiBacco
Its: Member
Date: 3/30/23

EXECUTION VERSION – 3/30/2023

SCHEDULE A

232 Eastern Boulevard – Assessor’s MBLU F4/ 2100/ E0011/

SCHEDULE B

The Property is to be conveyed subject to:

1. Any and all provisions of any ordinance, municipal regulation, public or private law regulating the use of the Property.
2. Real estate taxes, sewer assessment and/or use charges, water and/or fire district taxes becoming due and payable.
3. Any assessment or pending assessment for which a lien has not yet been filed.
4. Any state of facts that an accurate survey might disclose.
5. Drainage easements to the Town of Glastonbury as shown and depicted on the map identified on Schedule A hereto.
6. The Restrictive Covenant, as described in Schedule C attached hereto.

SCHEDULE C

Form of Restrictive Covenant for Deed

[To go into Deed:

The Property is conveyed subject to a use restriction, as described on Schedule, attached hereto and made a part hereof.]

SCHEDULE

For the purposes of the provisions in this Schedule ____, the term “Releasee” shall include any owner of the Premises, including the Releasee's successors and assigns.

Releasee by acceptance of this deed, covenants and agrees on behalf of itself and its successors and assigns, for the benefit of the Releasor and its successors and assigns, that the use of the Premises shall be perpetually restricted to only Class A or B office space with manufacturing and warehouse space (“Permitted Uses”). Only the Permitted Uses shall be permitted on the Premises, unless otherwise approved by the Releasor's Town Council, which approval shall be given in the Releasor's sole discretion. Releasee agrees that it shall not apply for subdivision of the Premises without the prior approval of the Glastonbury Town Council.

This use restriction is intended to benefit and protect the property of Releasor, its successors and assigns, that adjoins the Premises.

The Releasor shall have the right to enforce this use restriction. Enforcement of the restrictions and covenants described in this Schedule ___ may be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction or covenant described in this Schedule ____. Such proceedings may be brought by the Releasor, or its successors and assigns, and may seek any remedy in law or in equity, including but not limited to restraint of any violation of these provisions and/or recovery of monetary damages. All costs, including reasonable attorneys' fees, involved in any action to enforce these covenants or incurred in defending against any claimed violation or an action seeking monetary damages, shall be chargeable to the non-prevailing party in such action.

The invalidation or unenforceability of any provision or provisions contained in this Schedule ___ shall in no way effect the validity of any of the remaining provisions hereof, which shall remain in full force and effect.

The Releasor, or its successors and assigns, does not waive or forfeit the right to take action as may be necessary or required in order to insure compliance with the covenants and/or the purposes of the provisions of this Schedule ___ by any prior failure to act.

The covenants contained in this Schedule ___ shall run with the land. The covenants and the terms, conditions, and restrictions imposed by this Schedule ___ shall not only be binding upon the Releasee but also its lessees, licensees, agents, successors and assigns, and all other successors in interest to Releasee and shall continue as a servitude running with the Premises. Releasee agrees that the terms, conditions, restrictions and purposes in this Schedule ___ or reference thereto will be inserted by Releasee into any subsequent deed or other legal instrument by which the Releasee divests either the fee simple title or possessory interest in all or a portion of the Premises. For avoidance of doubt, the Releasee shall have no liability for the covenants and the terms, conditions, and restrictions imposed by this Schedule ___ upon such time as the Releasee conveys the Property to a successor, except as to any liability that arose prior to such conveyance.

The provisions as set forth in this Schedule may be modified by the Releasor and the Releasee. Any modifications will be evidenced in a written document executed by both the Releasor and the Releasee, or their successors in title, and recorded in the Glastonbury Land Records.