

**MEMORANDUM**

**OFFICE OF COMMUNITY DEVELOPMENT**

**CGS SECTION 8-24 REFERRAL FROM THE TOWN COUNCIL  
TO THE TOWN PLAN AND ZONING COMMISSION FOR  
PROPOSED SALE OF TOWN OWNED LAND  
280 WESTERN BLVD  
MEETING DATE : NOVEMBER 19, 2024**

**REGULAR MEETING**  
11-19-24

**To:**  
Town Plan and Zoning  
Commission

**From:**  
Office of Community  
Development Staff

**Memo Date:** 11/15/24

**REVIEW**

Included for Commission review are the following:

- Town Manager Memo to Town Council dated 11/12/24
- Community Development Staff Report
- Purchase and Sale Agreement

**DRAFT MOTION**

RESOLVED, that the Town Plan and Zoning Commission of the Town of Glastonbury forwards a favorable recommendation and approves the following project pursuant to Section 8-24 and Section 22a-329 of the General Statues of Connecticut:

**PROJECT DESCRIPTION**

Orthopedic Associates of Hartford proposes to buy 4.8 acres of town owned land located at 280 Western Boulevard per attached purchase and sales agreement for 1.65 million. The purchaser proposes to construct 45 thousand square foot of medical office space.

The proposed use is located in the Town Planned Employment zone and the proposed use of medical office is in keeping with the economic development goals of the Plan of Conservation and Development to support development of office/ medical office in our Planned Employment Zone.



# Town of Glastonbury

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

Jonathan K. Luiz  
Town Manager

ITEM #5(G)  
11-12-2024 Meeting

November 12, 2024

The Glastonbury Town Council  
2155 Main Street  
Glastonbury, CT 06033

**Re: Action on Proposed Sale of Town-Owned Land – 280 Western Boulevard**

Dear Council Members:

This is a proposal to sell the Town-owned 4.8± acre parcel at 280 Western Boulevard to Orthopedic Associates of Hartford as outlined in the attached Purchase and Sale Agreement. The prospective buyer plans to construct an up to 45,000 square foot medical building on site for its own use. The Agreement, which has been negotiated by both parties, would be signed by the Town Manager only in the event the Town Council grants authority to do so via an adopted resolution. Below is a summary of the purchase and sale agreement.

- Site: 4.8± acre parcel at 280 Western Boulevard
- Sale price: \$1.650 million
- Schedule: Council public hearing and action by December 10, 2024
  - Due diligence – 90 days
  - Closing – 30 days after due diligence date
- Permitted Uses: Class A medical, Class A office, medical, dental, laboratories, medical services totaling 45,000± sf with ancillary support facilities
- Deposit: \$70,000 due within five days of executing the purchase and sale agreement

The following motion is recommended for Town Council Consideration:

*"BE IT RESOLVED, that the Glastonbury Town Council hereby refers the proposed sale of a 4.8± acre town-owned parcel located at 280 Western Boulevard, Parcel E7, to the Town Plan and Zoning Commission for a report per Connecticut General Statutes Section 8-24, and schedules a public hearing for 8:00 p.m. on Tuesday, December 10, 2024 in the Council Chambers of Town Hall, 2155 Main Street, Glastonbury and/or through Zoom Video Conferencing to consider the proposed sale, as described in a report by the Town Manager dated November 8, 2024."*

Sincerely,

  
Jonathan Luiz  
Town Manager

JLJ/sal

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is made as of the \_\_\_\_ day of November, 2024, 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 **ORTHOPEDIC ASSOCIATES OF HARTFORD, P.C.**, a Connecticut professional corporation with an address of 31 Seymour Street, Suite 100, Hartford, Connecticut 06106 (the "**Purchaser**").

### 1. Purchase and Sale.

Seller hereby agrees to sell and convey to Purchaser or a designee entity identified by Purchaser, the ownership of which will be comprised of physicians employed by Purchaser and organized for the purpose of holding ownership of the Property defined below, and Purchaser hereby agrees to purchase from Seller, that certain parcel of land that is shown as "Parcel E-7" on the map identified in Schedule A attached hereto, that is approximately 4.83 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 SIX HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$1,650,000.00) (the "**Purchase Price**").

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

(i) By deposit of SEVENTY THOUSAND AND 00/100 DOLLARS (\$70,000.00) with Escrow Agent (as hereinafter defined) within five (5) business 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.

(e) 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 (all of Class A quality): medical office space and/or medical/dental laboratories or facilities, including without limitation, an ambulatory surgery center and medical services and ancillary support services and accessory uses in connection therewith, including, without limitation, cafeteria or other food service use for on-site consumption only by employees and patients (the "Permitted Uses"). Such use restrictions shall be recited in the Deed (as hereinafter defined).

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. 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 damages or expenses, which are incurred by Seller as a direct 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 Due Diligence Period (as hereinafter defined). The date on which the Closing shall actually occur is herein referred to as the "Closing Date."

(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 quit claim deed (the "Deed") subject to all encumbrances provided in Schedule B. The Deed shall include the Restrictive Covenant (defined in Section 8 below) attached hereto as Schedule C. 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) Customary Owner's Affidavit and any other customary and reasonable documents required by Purchaser's title insurance company;

(iv) FIRPTA;

(v) Clerk's Certificate (defined in Section 11 below); 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 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 ninety (90) days after the Effective Date within which to perform its due diligence on the Property (the "**Due Diligence Period**"), which includes, without limitation, 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.

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.

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 January 8, 2025, 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, Seller shall give Purchaser notice that such Council Approval was not received, and upon the giving of such notice, 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.

8. Use Restriction

Purchaser is purchasing the Property to construct a building or buildings containing up to 45,000 square feet of space for uses that are Permitted Uses, as Purchaser's needs dictate. 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.

11. Authorization.

At the Closing, Seller shall deliver to Purchaser a 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 (the "**Clerk's Certificate**").

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 for the Property as evidenced by a certificate dated January 7, 2010 (the "**STC Certificate**"). Seller agrees that it shall not construct any new improvements on property owned by it in the industrial park that would reduce the 45,000 of available square footage for Purchaser. Seller agrees that the STC Certificate shall be used for the building(s) to be constructed by Purchaser on the Property, as described in Section 3. This subsection (ii) shall survive Closing.

(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 agrees to cause title to the Property to be examined during the Due Diligence Period. Purchaser shall notify Seller in writing ("**Purchaser's First Title Notice**"), within forty-five (45) days of the Effective Date, of the existence of any encumbrances or defects in title not excepted in this Agreement. Purchaser shall also have the right to notify Seller in writing, prior to Closing, of the existence of any encumbrances or defects in title not excepted in this Agreement, which encumbrances or defects have arisen after Purchaser's First Title Notice. Seller shall have an additional thirty (30) days from the date of receipt of each such notification or until the date set for Closing, whichever is the longer period, to remove the specified encumbrances or defects. If, at the expiration of said additional thirty-day period or on the date set for Closing, 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 of either accepting such title as Seller can convey, or of terminating this Agreement. If Purchaser elects to terminate this Agreement, 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 brought about solely by Cushman & Wakefield, for which Seller shall pay a brokerage commission of 3.5% of the Purchase Price (pursuant to a separate agreement to be entered into between said broker and Seller), and no other 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: Mr. Jonathan Luiz, Town Manager  
Email: jonathan.luiz@glastonbury-ct.gov

with a copy to:

Halloran & Sage LLP  
One Goodwin Square  
Hartford, CT 06103  
Attention: Richard P. Roberts  
Email: roberts@halloransage.com



- (b) if to Purchaser:  
Orthopedic Associates of Hartford, P.C.  
31 Seymour Street, Suite 100  
Hartford, CT 06106  
Attention: David Mudano, CEO  
Email: dmudano@oahctmd.com

with a copy to:

Hinckley Allen & Snyder, LLP  
20 Church Street  
Hartford, CT 06103  
Attention: Thomas B. Mitchell, Esq.  
Email: tmitchell@hinckleyallen.com

- (c) if to Escrow Agent:  
First American Title Insurance Company  
Goodwin Square, 225 Asylum Street  
Hartford, CT 06103  
Attn: Barbara Gee  
Email: [bgee@firstam.com](mailto: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. Without the consent of Seller, which consent may be withheld in Seller's sole discretion, Purchaser shall not be entitled to assign its rights under this Agreement except to an entity affiliated with Purchaser or to any entity as described above whose ownership shall include physician employees of the Purchaser; provided that Purchaser provides to Seller evidence of such assignment at least five (5) days prior to the Closing Date.

(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 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 shutdown, requisition or allocation, pandemic, state of emergency, 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) 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.

(1) 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: \_\_\_\_\_  
Jonathan Luiz  
Its Town Manager  
Date: \_\_\_\_\_

PURCHASER:

ORTHOPEDIC ASSOCIATES OF HARTFORD,  
P.C.

By: \_\_\_\_\_  
Name: David Mudano  
Its: Chief Executive Officer  
Date: \_\_\_\_\_

SCHEDULE A

280 Western Boulevard

Assessor's Map/Street/Lot E4/7500/E0007

All that certain piece or parcel of land, with any and all improvements thereon and all appurtenances thereto, situated in the Town of Glastonbury, County of Hartford and State of Connecticut, and being shown and designated as "PARCEL E-7 WESTERN BOULEVARD AREA = 210,331± S.F. AREA = 4.83± ACRES" as shown on certain map entitled "ORIGINAL SURVEY TOWN OF GLASTONBURY PARCELS W-5 and E-7 LOCATED ON WESTERN BOULEVARD GLASTONBURY, CONNECTICUT DATE: 8/2/2010, REV. 1 8-24-2018, DRAWN BY: C.F.S. 8/2/2010 CHECKED BY: R.S.E. 8/5/2010 APPROVED BY R.W.S. 8/5/2010," which map is on file in the Glastonbury Town Clerk's Office as Map No. \_\_\_\_\_, to which reference may be had.

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.]

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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 medical office space and/or medical/dental laboratories or facilities, including, without limitation, an ambulatory surgery center, and medical services and ancillary support services and accessory uses in connection therewith, including, without limitation, cafeteria or other food service use for on-site consumption only by employees and patients ("**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.

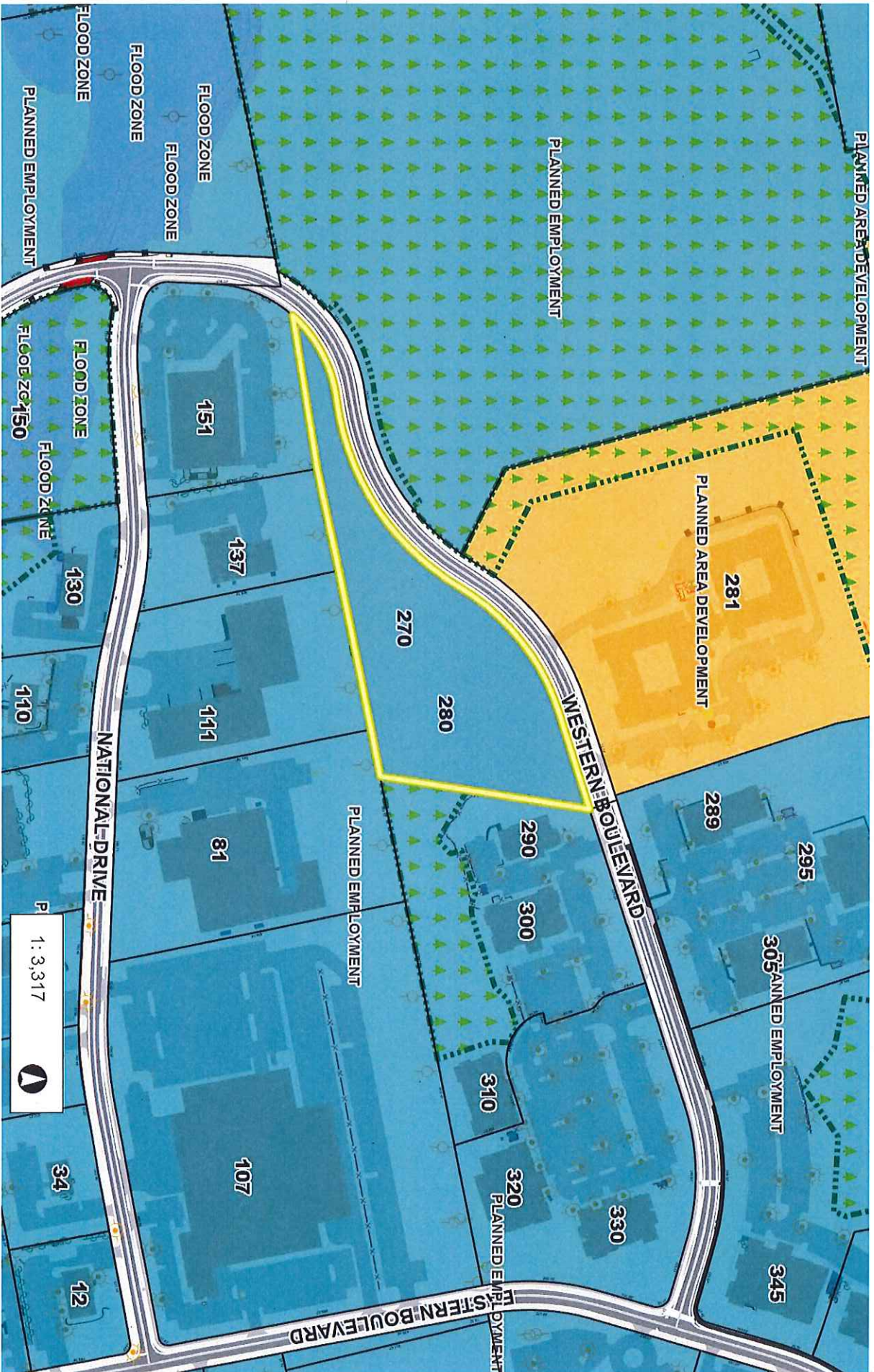
The covenants, terms conditions and restrictions contained in this Schedule shall run with the land. The covenants and the terms, conditions, and restrictions imposed by this Schedule \_\_\_\_\_ shall not only be binding upon the Releasee but also its lessees, licensees, agents, successors and assigns, and all other successors in interest to Releasee and shall continue as a servitude running with the Premises.

Releasee agrees that the covenants, terms, conditions, and restrictions 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.



# Town of Glastonbury GIS



553 0 276 553 Feet

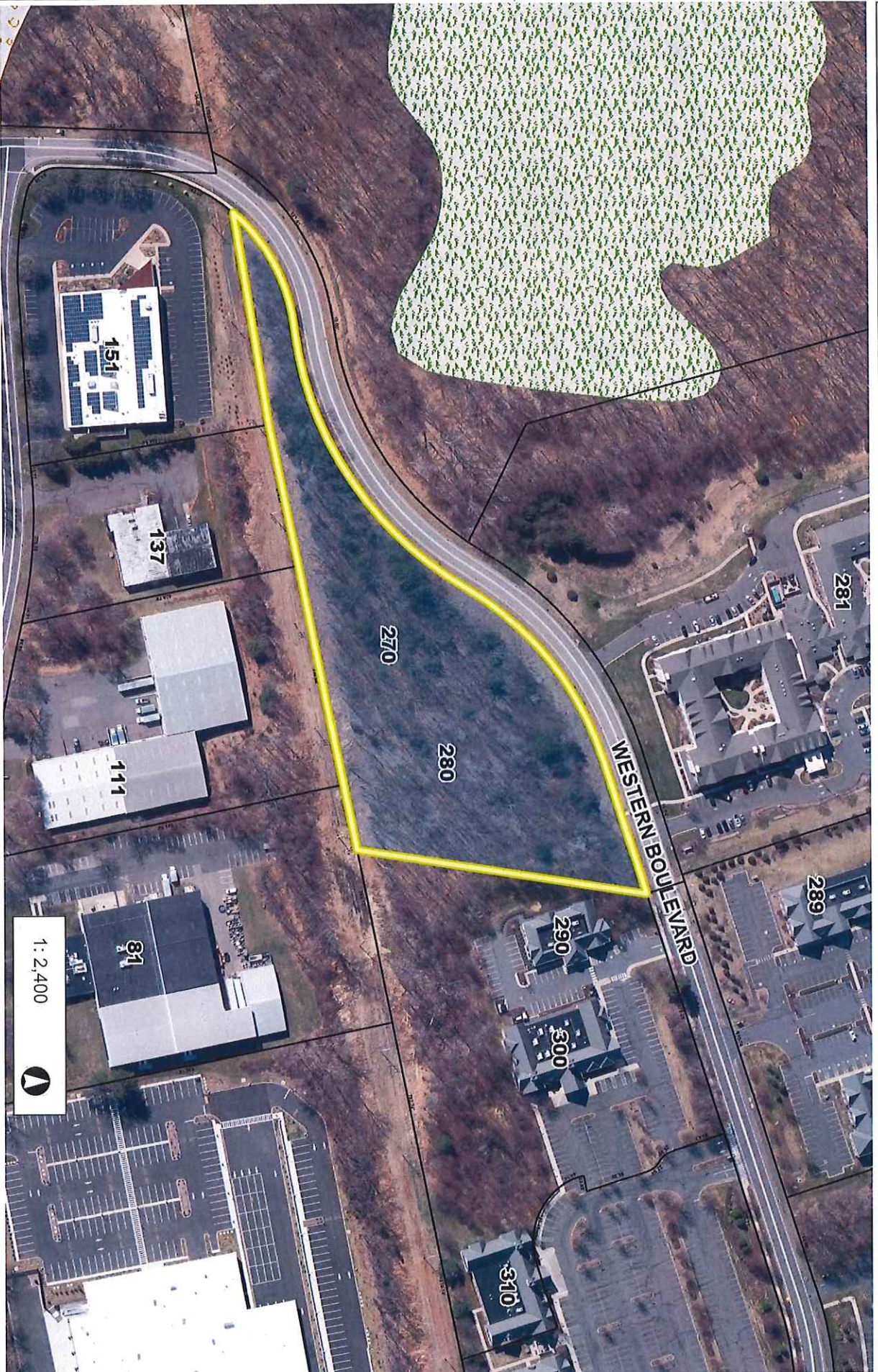
NAD\_1983\_StatePlane\_Connecticut\_FIPS\_0600\_Feet  
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P 1:3,317



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**THIS MAP DOES NOT REPRESENT A LEGAL BOUNDARY DETERMINATION.**

# Town of Glastonbury GIS



1: 2,400



400  
 0  
 200  
 400 Feet  
 NAD\_1983\_StatePlane\_Connecticut\_FIPS\_0600\_Feet  
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