

## **OPTION TO PURCHASE AGREEMENT**

**THIS AGREEMENT** ("Agreement") made this 15 day of March, 2021 by and between the **TOWN OF GROTON**, a Connecticut municipal corporation with its Town Hall located at 45 Fort Hill Road, Groton, Connecticut 06340 ("Seller") and **PJ&A, L.L.C.**, a Connecticut limited liability company having an address at 2035 Norwich New London Turnpike, Uncasville, CT 06382 and or its permitted assigns ("Purchaser").

### **WITNESSETH:**

**WHEREAS**, Seller is the owner of the real properties, and all improvements thereon, if any, located at 529 and 517 Gold Star Highway, Groton, Connecticut (Assessor's Account Nos. 169909262469 E and 169909168945 E, respectively (collectively the "Premises"), which Premises are more particularly described in **Schedule A** attached hereto and incorporated herein;

**WHEREAS**, Purchaser is the fee owner of real properties and all improvements thereon, if any, located at 571 Gold Star Highway (Assessor's Account Nos. 169909272273) and 553 Gold Star Highway (Assessor's Account Nos. 169909270077), which parcels are contiguous to the Premises; and

**WHEREAS**, Seller issued a Request for Proposals in October of 2016 seeking proposals from qualified parties interested in purchasing the Premises, and Purchaser submitted its proposal in response to the Request for Proposals (collectively, the "Request for Proposal"), the requirements of which Request for Proposal are attached hereto as **Schedule B** and incorporated herein for reference purposes only, with the parties acknowledging that the Request for Proposal has been superseded by this Agreement; and

**WHEREAS**, if Purchaser acquires the Premises, Purchaser intends that all four parcels (529, 517, 553 and 571 Gold Star Highway) (hereafter collectively the "Property") be developed collectively as a multifamily development containing approximately 300 apartment units with parking and related amenities (the "Project") substantially in accordance with the conceptual plan attached hereto as **Schedule C**; and

**WHEREAS**, Seller and Purchaser previously entered into that certain Option to Purchase Agreement dated August 16, 2019 (the "Prior Agreement") granting Purchaser the Option to purchase the Premises for purposes of development of the Project. As a result of complications imposed by the COVID-19 pandemic, and the loss of LeCesse Development Corporation as Purchaser's anticipated development partner, the Prior Agreement expired prior to exercise of the purchase option contemplated therein and the non-refundable option price paid by Purchaser has been unconditionally released to the Seller as permitted by the Prior Agreement; and

**WHEREAS**, contingent upon this Agreement being approved by the Town, Purchaser has contracted, or plans to contract, with a new development partner, Lennar Multifamily Communities, LLC or an affiliate assignee thereof ("Lennar") (an experienced real estate multi-family developer) to facilitate the Project (the "Purchase Contract"); and

**WHEREAS**, upon execution of the Purchase Contract by and between Purchaser and Lennar, Seller and Purchaser acknowledge and agree that Lennar shall expressly and irrevocably be deemed to be an intended third-party beneficiary of this Agreement, unless and until such time that Lennar may become an assignee of Purchaser; and

**WHEREAS**, Purchaser desires a new option from Seller to purchase the Premises to facilitate the Project, and Seller is willing to grant Purchaser such an option, subject to the terms and conditions hereinafter set forth; and

**WHEREAS**, prior to execution of this Agreement by Seller, Seller has obtained and/or complied with all municipal and/or statutory requirements which must be satisfied to authorize and enable it to enter into and grant the option contemplated by this Agreement, and to otherwise fulfill its obligation to sell the Premises as contemplated hereunder if all terms and conditions of this Agreement are fulfilled in all material respects, including but not limited to all requirements imposed by Connecticut General Statutes §§ 8-24 and 7-163e and by Seller's municipal Charter, ordinances and regulations.

**NOW, THEREFORE**, in consideration of Option granted herein and other good and valuable consideration in hand paid from Purchaser to Seller, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Option. Subject to the terms and conditions hereinafter set forth and set forth in the Request for Proposal, Seller hereby grants to Purchaser the exclusive right and option to purchase the Premises from Seller (the "Option") during the Option Period hereinafter defined. As consideration for the Option, Purchaser shall pay Seller on the Effective Date of this Agreement the sum of Sixteen Thousand and 00/100 (\$16,000.00) Dollars (the "Option Price"). For avoidance of doubt, the option price paid under the Prior Agreement does not constitute payment of, or any credit towards payment of the Option Price required by this Agreement. Said Option Price: (a) shall be applied to the Purchase Price defined in section 4 hereof if the Option is exercised within the Initial Option Period (defined below) or within the first six (6) months of any Extended Option Period (defined below) (i.e., within eighteen (18) months of the Effective Date); (b) shall not be applied to said Purchase Price if the Option is exercised during the last six (6) months of the Extended Option Period (or after the first eighteen (18) months following the Effective Date); and (c) shall be considered earned by Seller when paid and non-refundable to Purchaser regardless of whether or not the Option is exercised, subject to section 3(b) hereof.

The Option shall remain in effect for twelve (12) months from the Effective Date of this Agreement (the "Initial Option Period") and may be extended for an additional twelve (12) months (commencing immediately following the Initial Option Period) (the "Extended Option Period") if Purchaser requests such an extension in writing from Seller prior to expiration of the Initial Option Period, and with such written extension Purchaser furnishes Seller with documentary support satisfactory to Seller, in its reasonable discretion, that Purchaser or Lennar has made good faith and diligent efforts to obtain all necessary permits and approvals required to facilitate the construction of the Project (the "Initial Option Period" and "Extended Option Period", if any, are collectively defined herein as the "Option Period"), subject to events or conditions beyond the control of Purchaser and/or Lennar, and the impact of which could not with reasonable diligence be foreseen or prevented by Purchaser and/or Lennar, including, without limitation, epidemics, pandemics, strikes, labor disputes, acts of God, the elements, lawsuits, governmental restrictions or regulations or actions or failure to act or delay in acting by any governmental authority, enemy action, civil commotion, casualty or unusual weather events (collectively, "Force Majeure Matters"). For the avoidance of doubt, the parties agree that Force Majeure Matters shall not include (a) financial or fiscal inability of Purchaser and/or Lennar to perform its obligations or undertakings under this Agreement or (b) Lennar's termination of the Purchase Contract; and further provided, that the

occurrence of any action, circumstance, condition or event which gives rise to "Force Majeure Matter" shall not excuse, but merely shall delay as provided in this Agreement, the performance of the covenant, obligation or other undertaking, or the observance of a term or condition, contained in this Agreement by the party hereto relying on "Force Majeure Matter" for such purposes and only for the duration of such Force Majeure Matter.

If Purchaser desires to exercise the Option during the Option Period, Purchaser shall send Seller written notice of such election to exercise the Option, which written notice shall be sent to Seller by certified mail, return receipt requested at the following address: Mr. John Burt, Town Manager, Town of Groton, 45 Fort Hill Road, Groton, CT 06340. The Option Notice shall be accompanied by the purchase deposit required by section 4.2 hereof payable to the "Town of Groton" by a certified and/or bank cashier's check, or alternatively may be paid by a wire transfer of immediately available funds, which deposit will be held by Seller in accordance with section 4.2 hereof. Notwithstanding the Option Period set forth above, said Option Period shall be tolled during the pendency of any third party appeal arising out of any permits or approvals granted in connection with the Project until the final resolution of such appeal.

If Purchaser exercises the Option, the provisions of sections 4 through 21 of this Agreement, and set forth in the Request for Proposal (to the extent that the Request for Proposal does not conflict with the terms of this Agreement; and if there is such a conflict between the Request for Proposal and this Agreement, the terms of this Agreement shall govern) shall govern the purchase and sale rights and obligations of the parties. The parties acknowledge that some of what is provided in sections 4 through 21 of this Agreement was initially set forth in the Request for Proposal, but the parties agree that the Request for Proposal is superseded in its entirety by this Agreement and the terms set forth in the body of this Agreement shall govern the transaction between the parties. During the Option Period, Seller agrees not to market the Premises. If Purchaser, within the Option Period, fails to exercise the Option in strict compliance with all requirements of this Section 1, this Agreement and the Option and sale contemplated herein, shall be rendered null and void with the exception of Purchaser's obligations set forth in section 2.2 hereof, which shall survive termination of the Option and this Agreement. Time is of the essence with regard to Purchaser's obligations under this Section 1. To the extent any requirement or provision of this Agreement and the Request for Proposal are in conflict or inconsistent, the provisions of this Agreement shall supersede and control to the extent of such conflict or inconsistency.

## **2. Due Diligence: Rezoning & Land Use Approvals.**

Purchaser has inspected the Property and finds it and the Town's current zoning regulations suitable for the Project to allow a multi-family residential development consisting of approximately 300 apartment units on the Property, subject to site plan approval and the issuance of other required governmental permits and approvals, including, without limitation, a permit from the Connecticut Office of the State Traffic Administration and/or Department of Transportation. It is understood by the Parties that a comprehensive rezoning was previously completed to allow for the Project to be permitted as of right, with conditions. During the Option Period, Purchaser and/or Lennar shall have the right to enter onto the Premises and to conduct such inspections, analyses, investigations and tests and other due diligence related to the Premises as Purchaser or Lennar, as applicable, deems necessary or appropriate. Said inspections may include, but are not limited to, zoning, land use, structural, building and mechanical systems inspections, environmental and health conditions, survey, engineering and other studies, tests and analyses of the Premises, including soils and topographic, digging of test holes, environmental site assessment and sampling,

flood plain and inland wetlands delineations and other investigations, provided, however, that for any invasive environmental or building material sampling (exclusive of borings), Purchaser must submit a proposed scope of work for Seller's approval, which consent will not be unreasonably withheld, conditioned or delayed. It is understood and agreed that this Option has been granted to Purchaser, in part, to afford Purchaser and/or Lennar the necessary time, during the Option Period, to seek all municipal and other governmental approvals required for Purchaser's and/or Lennar's proposed development of the Project on the Premises. Seller agrees that during the Option Period, Seller shall (at no cost to Seller) cooperate with Purchaser and/or Lennar in Purchaser's and/or Lennar's efforts to obtain such approvals; provided, however, any such approvals and cooperation shall be subject to Section 3 of this Agreement, and provided further, with regard to any approvals that may be required of any council, authority, department, commission or other decision maker within the Town of Groton, Purchaser acknowledges and agrees that nothing in this Agreement shall be construed to impact, override, usurp the role and/or to otherwise affect the discretion, duties or powers of any such council, authority, department, commission or other decision maker within the Town of Groton. Purchaser will provide Seller with copies of all third-party non-proprietary due diligence reports including, but not limited to, the transfer of any wetland or other permits received related to the Premises if the Option is not exercised and/or if the sale contemplated herein is not consummated after exercise of the Option. Seller shall not be obligated to expend any money in connection with Purchaser's rights under this section 2.1, and Purchaser shall be responsible for all costs that Purchaser incurs in connection with the making of any applications for approvals, permits or consents pursuant to this Agreement.

2.2. Insurance; Repairs; Indemnification. Purchaser agrees to use reasonable efforts to avoid damage to the Premises as a result of any inspections and tests performed during its due diligence, and if the Premises is damaged or impacted as a result thereof, Purchaser shall restore the Premises to substantially the same condition as existed immediately prior to such damage, reasonable wear and tear excepted. Any consultant, agent or person working on behalf of Purchaser in connection with such due diligence shall secure appropriate commercial liability and automobile insurance coverage with limits acceptable to the Seller, and naming the Seller as an additional insured on such policies, prior to accessing the Premises for purposes of such due diligence. Seller agrees that Seller also shall maintain, at all times prior to Closing, appropriate commercial liability coverage respecting the Premises with at least the same limits as those maintained by Purchaser and/or Lennar.

Purchaser shall be responsible for, and shall indemnify, defend and hold harmless Seller, its council, departments, commissions, officers, employees, agents, successors and assigns from, any and all claims, liens (including mechanic's and materialmen's liens), judgments, causes of action, fines, penalties, injuries to persons or property (including death), expenses (including reasonable attorney's fees), liabilities and other damages associated with or arising from due diligence performed or caused to be performed by, and/or the negligent or willful acts or omissions of, Purchaser and/or any employee, consultant, contactor, agent or other person performing due diligence at or with respect to the Premises on Purchaser's behalf, provided, however, such indemnity shall not extend to protect Seller from any pre-existing liabilities for matters merely discovered by Purchaser (e.g., latent environmental contamination), unless and to the extent Purchaser or Lennar exacerbate any such condition as a result of grossly negligent or reckless actions of Purchaser or Lennar, respectively, or either of their respective agents. Purchaser's obligations under this section 2.2 shall survive termination of this Agreement, the exercise of the Option by Purchaser and/or any consummation of the purchase and sale Closing contemplated herein.

3. Conditions Precedent. In addition to Purchaser's strict compliance with the requirements of Section 1 hereof in exercising the Option, this Agreement, and Seller's obligation to grant the Option and consummate the purchase and sale contemplated herein, shall, at Seller's option, be conditioned upon and subject to satisfaction, in Seller's reasonable discretion, of all of the following condition(s) prior to the end of the Option Period:

- (a) Seller approving Purchaser's and/or Lennar's conceptual site plan of the Project, which approval will not be unreasonably withheld, conditioned or delayed. During the Option Period, Purchaser shall provide Seller with written notice to confirm Purchaser's and/or Lennar's intended use of the Premises as an approximately 300 unit apartment project and further provide a preliminary conceptual site plan for the same, if the Option is exercised. As set forth within the Request for Proposal, Purchaser shall supply the Seller with the following information concerning Purchaser's and/or Lennar's proposed development of the Premises in order for Seller to confirm whether it approves of Purchaser's and/or Lennar's conceptual plan. The conceptual site plan attached hereto is hereby approved by Seller, provided, however, Lennar may make immaterial modifications to the conceptual site plan without further review or consent by Seller.
- (b) The following on a conceptual level:
  - a. proposed use(s) for proposed building(s) and land;
  - b. proposed building design, configuration, size, height, units, etc. ;
  - c. traffic circulation, road improvements, and parking;
  - d. preliminary site plan or other site plans if additional design has been completed, conceptual floor plans, and any other submissions that best illustrate or have been created for the development;
  - e. on-site infrastructure improvements (e.g., water, sewer, storm water);
  - f. proposed planning, design, approval and construction schedule;
  - g. description of requested technical assistance from the Town including reason for need (Purchaser acknowledges that the Town shall not be obligated to provide such assistance unless it so agrees, in its sole discretion); and
  - h. list of submitted information requiring confidentiality.

Seller, by and through its Town Council, shall have a thirty (30) day period following receipt of such notice pursuant to Section 3(a) and the above required information to confirm whether such conceptual plan is acceptable to Seller in Seller's reasonable discretion. If Seller objects to such conceptual plan, it shall specify in writing any objections with specificity, and thereafter Purchaser shall resubmit the conceptual plan to Seller for approval, to be granted or withheld within ten (10) days after such resubmission. If Seller contends that one or more of the originally identified objections have not been addressed, then Seller shall so state in writing delivered to Purchaser, and Purchaser shall further review the conceptual plan. The parties shall continue in this fashion until such time as Seller has approved the conceptual plan. It is the Seller's desire to approve a use of the Premises which will maximize economic development and investment in the Premises in a timely and well planned manner as well as having a use that fits within the architectural character and needs of the Town, and consistent with the development objectives set forth in section 6 of the Request for Proposals. The Town Council reserves the right to approve the site plan after the refinement thereof and prior to submission

to the Planning and Zoning Commission, taking into account the requirements of this Section 3(b) hereof, provided, however, following submission of the site plan to the Planning and Zoning Commission, Purchaser and Lennar shall have no obligation to resubmit the site plan to the Town Council for further review, even if changes are made as part of the Planning and Zoning Commission review and approval process; and

(c) Intentionally omitted; and

(d) The Seller requires the Premises be developed in a manner consistent with the following development objectives listed in the General Terms and Conditions of Section 6, Development Objectives, of the Request for Proposal:

- 1) Implementation of a quality multifamily apartment development including use, design and function, that will be an asset to the community;
- 2) Completion of the project in a timely, planned, and well-executed manner;
- 3) Development which is complementary to the existing and surrounding neighborhood;
- 4) Management of traffic circulation;
- 5) Retention of significant trees where possible and planting of new landscaping consistent with the site plan;
- 6) Minimization of lighting impacts to adjacent properties; and
- 7) Recognition of the site's location within the watershed of a public drinking water supply which will include a robust stormwater management plan and low-impact development techniques.

To the extent that any of the conditions set forth in this Section 3 are approved as part of the entitlement process for the Project, such conditions also shall be deemed to be satisfied for purposes of this Agreement.

Notwithstanding the Option Period defined in section 1 hereof, in the event any of the conditions precedent are deemed by Seller in good faith to not have been satisfied prior to the expiration of the Option Period, Seller shall provide written notice to Purchaser specifying the deficiencies and Purchaser shall have sixty (60) days to cure, provided if it is reasonably expected to take more time and Purchaser and/or Lennar is making good faith and diligent efforts to resolve the deficiencies, Purchaser shall be granted more time but nothing hereunder shall extend Option Period. In the event that the specified deficiencies are not cured as provided in this section, the Option Period shall terminate, in which case this Agreement and the Option and sale contemplated herein shall be rendered terminated, null and void and of no further force and effect, subject to those obligations that survive as set forth in section 2.2 hereof. The parties agree that notwithstanding any local hiring goals or apprenticeship requirements which may otherwise hereafter be imposed by the Town of Groton for projects within the Town of Groton, if any, Purchaser and any assignee authorized hereunder shall be exempt from any such requirements.

#### 4. Purchase Price: Deposit: Financing.

4.1. Purchase Price. Upon Purchaser exercising the Option strictly in accordance with section 1 hereof, and satisfaction of all conditions precedent set forth in section 3 hereof, in Seller's reasonable discretion applying commercially reasonable standards, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the Premises, subject to

the terms and conditions set forth in this Agreement. The purchase price for the Premises ("Purchase Price") is **TWO HUNDRED TWENTY EIGHT THOUSAND DOLLARS (US \$228,000.00)**, which Purchaser agrees to pay to Seller as follows:

<b>Purchase Price</b>		<b>\$228,000.00</b>
(a) Upon exercising the Option, a deposit of \$10,000.00 will be paid to and held by Seller in a non-interest bearing account pursuant to section 4.2. hereof.	\$ 10,000.00	
*(b) Application of Option Price per section 1 only if exercised within the first eighteen (18) months from the Effective Date as set forth in section 1. If the Option is exercised within the Option Period, but after the first eighteen (18) months following the Effective Date, the Option Price shall not be applied toward the purchase price (see section 1).	*\$ 16,000.00	
(c) By bank wire, certified check or equivalent paid and delivered at closing subject to adjustment per Section 7. Note: This sum shall be \$218,000, subject to adjustments per section 7, if the Option is exercised within the Option Period, but after the first eighteen (18) months following the Effective Date	*\$202,000.00	
<b>TOTAL:</b>		<b>\$228,000.00</b>

4.2. Deposit. Upon Purchaser exercising the Option, Purchaser shall deliver to Seller, a purchase deposit paid pursuant to section 2.1(a) of this Agreement. Upon the closing, such deposit shall be applied towards the Purchase Price. In the event Purchaser defaults in its obligations under this Agreement, the deposit shall be non-refundable and will be retained by Seller, in addition to any other rights or remedies available to Seller at law and in equity.

4.3. Cash Deal. This shall be a cash deal subject to no financing contingency.

5. Reserved.

6. Deed. The deed of conveyance to the Premises shall be in the form of a Quitclaim Deed which shall be duly executed, acknowledged and delivered, conveying the fee simple title in and to the Premises to Purchaser free and clear of all encumbrances, liens and exceptions to title other than those, if any, set forth in **Exhibit A** and in Section 15 hereof. The deed shall restrict for a period of fifteen (15) years from the effective date thereof, use of the property to any use type approved by Seller pursuant to section 3(b) of this Agreement, and a clause requiring title to revert back to Seller, at Seller's election, if a building permit for the Project is not obtained, subject to Force Majeure Matters and the Town of Groton Building Department processing any application for a building permit in a normally expedited manner, on or before the date that is thirty (30) months following the Effective Date, provided such 30-month period shall be tolled during the pendency of any third party legal challenges to any permits or approvals necessary for the Project until such challenges are finally resolved.

7. Adjustments. Real and personal property taxes of the Town of Groton and any applicable tax district, sewer and/or water charges and other assessments, road fees, charges and taxes in which the Premises is situated will be apportioned, in accordance with local custom of the New London County Bar Association, as of the Closing Date, subject to the understanding that the Premises consist of vacant parcels currently exempt from taxation.

8. Intentionally deleted.

9. Seller's Representations, Warranties and Covenants. Seller represents, warrants and covenants to Purchaser as follows:

(a) Organization. Seller is a Connecticut municipal corporation validly existing under the laws of the State of Connecticut.

(b) Authority. The execution and delivery of this Agreement by the Seller and consummation of the transactions contemplated herein has been duly authorized by all requisite municipal approvals, without the need for any further hearings or approvals except as expressly set forth in this Agreement, and the Town Manager is vested with the authority to execute and deliver this Agreement and to bind Seller hereto. This Agreement shall be a valid and binding agreement of Seller enforceable against the Seller in accordance with its terms. The Seller shall furnish the Purchaser at closing with such municipal resolutions or other documentation as Purchaser's counsel may reasonably require establishing the authorizations described herein and the full authority of its Town Manager to act for the Seller throughout the term of this Agreement.

(c) Leases. There are no outstanding leases affecting the Premises.

(d) Material Contracts. There are no outstanding material contracts or agreements affecting the Premises except as listed on Exhibit B hereto, if any.

(e) Claims. There are no claims, suits or judgments outstanding or threatened which would or could materially and adversely affect Seller's ability to fulfill its obligations hereunder. That at the time of execution of this Agreement there is not threatened, pending, entered or completed any claim, suit, judgment and/or proceeding, at law or in equity which may in any way affect, prohibit or impede the transfer of the Premises contemplated herein.

(f) Bankruptcy. There are no proceedings in bankruptcy (voluntary or involuntary) that have been instituted by or against Seller, nor has Seller made any assignment for the benefit of creditors.

(g) Survival of Representations. The representations of Seller shall have been deemed made as of the Effective Date of this Agreement and as of the Closing and shall survive the Closing.

(h) Seller covenants and agrees to not encumber the Premises or any part thereof or any interest therein during the term of this Agreement.

10. Purchaser's Representations and Warranties.



(a) **Organization.** Purchaser is a limited liability company incorporated under the laws of the State of Connecticut, validly existing and in good standing under the laws of the State of Connecticut.

(b) **Authority.** The execution and delivery of this Agreement by the Purchaser and consummation of the transactions contemplated herein has been duly authorized by all requisite corporate approvals. This Agreement shall be a valid and binding agreement of Purchaser enforceable against the Purchaser in accordance with its terms. If required by Seller, the Purchaser shall furnish the Seller at closing with such corporate resolutions or other documentation as Seller's counsel may reasonably require establishing the authorizations described herein and the full authority of its agent to act for the Purchaser.

(c) **Compliance with Organization Documents.** Neither the execution of this Agreement nor the consummation by Purchaser of the transactions contemplated hereby will (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default, or result in the termination of any agreement or instrument to which either Purchaser is a party; (ii) violate any restriction to which Purchaser is subject; or (iii) constitute a violation of any applicable judgment, decree or order of which Purchaser has knowledge.

(d) **Claims.** There are no claims, suits or judgments outstanding or threatened which would or could materially and adversely affect Purchaser's ability to fulfill its obligations hereunder.

(e) **Bankruptcy.** There are no proceedings in bankruptcy (voluntary or involuntary) that have been instituted by or against Purchaser, nor has Purchaser made any assignment for the benefit of creditors.

(f) **Survival of Representations.** The representations of the Purchaser shall be deemed made as of the Effective Date of this Agreement and as of the Closing and shall survive the Closing.

11. **Title Defects.** Purchaser shall notify Seller in writing forty-five (45) days prior to the date set for closing of title of the existence of encumbrances and defects in title not excepted in this Agreement such that Seller is unable to convey good and marketable and insurable title, and Seller shall have a further period of thirty (30) days following receipt of such notice from Purchaser within which, at Seller's expense, to remove said encumbrances and/or to cure the defects. If, at the end of said period, Seller is still unable to convey good and marketable title to the Premises free and clear of all encumbrances, liens or exceptions to title except as aforesaid, then Purchaser:

(a) May elect to accept such title as Seller can convey, upon the payment of the aforesaid purchase price; or

(b) May rescind this Agreement. If Purchaser shall elect to rescind, all sums paid under section 4.2 of this Agreement shall be paid to Purchaser without interest thereon. Upon receipt of such payments by Purchaser, this Agreement shall terminate and become null and void and the parties hereto shall be released and discharged of all further claims and obligations each to the other under this Agreement with the exception of obligations which survive termination of this Agreement, including but not limited to indemnification obligations. Nothing herein shall be construed as releasing either party from

indemnification obligations which survive termination of this Agreement.

It is understood and agreed that the title herein required to be furnished by Sellers shall be marketable and the marketability thereof shall be determined in accordance with the Standards of the Title of the Connecticut Bar Association in force at the time any title issue is raised. It is also agreed that any and all defects in or encumbrances against the title, which come within the scope of said Title standards, shall not constitute a valid objection on the part of the Purchaser if such standards do not so provide; provided, Seller furnishes any affidavits or other instruments which may be required by the applicable standards.

12. Closing.

(a) The closing of title shall take place within sixty (60) calendar days following the Option Notice, which closing shall occur by escrow commencing at 10:00 am remotely or at the offices of Seller's attorney, Suisman, Shapiro, Wool, Brennan, Gray & Greenberg, P.C., 2 Union Plaza, Suite 200, New London, Connecticut 06320 or at such other time, date and place as the parties shall otherwise agree upon in writing.

(b) At the closing, Seller will deliver to Purchaser the following:

- Quitclaim Deed.
- Conveyance Tax Statements confirming exemption from conveyance tax.
- FIRPTA affidavit indicating Seller is not a foreign person.
- Municipal resolution authorizing the sale.
- Title affidavit.
- Such other documents that are reasonably required by Purchaser's title insurer in order for the title insurer to issue an ALTA owner's extended coverage title insurance policy with gap coverage covering the Premises at standard rates.

13. No Representations or Contingencies.

Purchaser acknowledges that the Premises will be conveyed in its **AS IS, WHERE IS, WITH ALL FAULTS** condition. Unless expressly set forth herein or in the documents to be executed and delivered by Seller at closing, Seller has made no representations or warranties whatsoever herein to Purchaser, express or implied, nor has Purchaser relied on any such representations or warranties from Seller, with respect to the Premises and/or the condition or suitability thereof for any particular purpose. Other than satisfaction, in Seller's reasonable discretion, of all Seller's conditions precedent Section 3 of this Agreement, this Agreement and Purchaser's obligation to purchase the Property hereunder shall be subject to no inspection, financing or other conditions or contingencies whatsoever, other than Seller's obligation to convey marketable and insurable title. The Due Diligence permitted by Section 2 of this Agreement is for Purchaser's informational purposes only.

14. **Broker.** The Purchaser and the Seller represent that there are no brokers, agents, salesmen, or others entitled to a commission or other compensation for the consummation of the sale of this Premises or the negotiation of this Agreement. In the event that any other broker, agent, salesman, or other person becomes entitled to a commission or other compensation for the sale of the herein described Premises or for effecting this Agreement, then the party which contracted with and/or procured the services of such broker, agents, salesmen or person shall be responsible for the payment of any sums due said person, and shall hold harmless, indemnify, and defend the other party therefrom and from any fees due to the broker named above. Such indemnification obligation shall survive the closing and/or termination of this Agreement.

15. **Restrictions and Encumbrances.** The Premises described in **Exhibit A** will be conveyed subject to:

(a) Any restrictions or limitations imposed or to be imposed by governmental authority, inclusive of the zoning and planning rules and regulations of the Town or subdivision thereof in which the Premises are situated.

(b) Taxes of the Town in which the Premises are situated which become due and payable after the date of the delivery of the deed pursuant to C.G.S. sec. 12-81a and thereafter, which taxes Purchaser will assume and agree to pay as part of the consideration for the deed.

(c) Public improvement assessments, and/or any unpaid installments thereof, which assessments and/or installments become due and payable after the date of the delivery of the deed, covering any period following the date of conveyance of the Premises to Purchaser, which assessments and/or installments the Purchaser will assume and agree to pay as part of the consideration for the deed.

16. **Default.** If Purchaser defaults under this Agreement and Seller is not in default, Seller's sole and exclusive remedy shall be that Purchaser's deposit shall be paid over to and retained by Seller as liquidated damages and both parties shall be relieved of further liability under this Agreement, except for any obligations which survive termination of this Agreement, including indemnification obligations, it being otherwise difficult or impossible to estimate Seller's actual damages. Seller hereby waives any right to specific performance, injunctive relief or other relief to cause Purchaser to perform its obligations under this Agreement with the exception of enforcement of indemnification obligations which survive termination of this Agreement, and Seller hereby waives any right to damages in excess of said liquidated damages occasioned by Purchaser's breach of this Agreement with the exception of damages from which Purchaser and/or Lennar must indemnify Seller pursuant to this Agreement. Seller and Purchaser acknowledge that it is impossible to estimate or determine the actual damages Seller would suffer because of Purchaser's breach hereof, but that the liquidated damages provided herein represent a reasonable estimate of such actual damages and Seller and Purchaser therefore intend to provide for liquidated damages as herein provided, and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable. If Seller defaults under this Agreement and Purchaser is not in default, Purchaser shall be entitled to any and all remedies provided by law and equity, including, without limitation, the remedy of specific performance. The parties acknowledge that Lennar is an intended third-party beneficiary of this Agreement, and is entitled to the same rights and remedies as Purchaser in the event of a default hereunder by Seller. If a legal action is brought to enforce any provision of the Agreement, the prevailing party shall be entitled to court costs and attorneys' fees.

17. **Benefit.** Except as herein provided, this Agreement shall inure to the benefit of and bind the parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns. Subject to Section 22, Purchaser may not assign this Agreement without the prior written consent of Seller, which consent may be withheld.

18. **Notices.** All notices, demands, consents or approvals required or provided for hereunder shall be given by certified mail, return receipt requested, addressed to the parties at the addresses listed below, with proof of transmittal.

**Seller:**

John Burt  
Town Manager  
Town of Groton  
45 Fort Hill Road  
Groton, CT 06340

**Seller's Attorney:**

Eric W. Callahan, Esq.  
Suisman, Shapiro, Wool, Brennan, Gray & Greenberg, P.C.  
2 Union Plaza, Suite 200, P.O. Box 1591  
New London, CT 06320

**Purchaser:**

PJ&A, L.L.C.  
P.O. Box 325  
Uncasville, CT 06382  
Attn: Joseph Fatone, Member

**Purchaser's Attorney:**

William R. Sweeney, Esq.  
Tobin, Carberry, O'Malley, Riley & Selinger, P.C.  
43 Broad Street  
P.O. Box 58  
New London, CT 06320

**With a copy to Lennar and Lennar's Attorney:**

Will Cannon  
Lennar Multifamily Communities, LLC  
One Landmark Square, Suite 2001  
Stamford, CT 06901

Derek J. Krebs, Esq.  
Holt Ney Zatzoff & Wasserman, LLP  
100 Galleria Parkway, Suite 1800  
Atlanta, GA 30339

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no representations with reference thereto exist between the parties hereto except as herein expressly set forth. This Agreement may not be amended, modified, or terminated except in a writing signed by all parties hereto. The

parties agree that all prior agreements or contracts between them, including but not limited to the Prior Agreement, are terminated and of no further force and effect, with the exception of any indemnification obligations arising thereunder which survive termination of such Prior Agreement.

20. Miscellaneous. In all references herein to all parties, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text herein may require. Section headings are intended as a convenience only and shall not be deemed to create or alter substantive rights hereunder. This Agreement supersedes all prior discussions and agreements (whether written or oral) between Seller and Purchaser regarding the Premises and contains the sole and entire understanding between Seller and Purchaser regarding the Premises. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of each of the parties to this Agreement. Except as otherwise expressly provided herein, this Agreement shall merge into the instruments or documents executed and delivered at Closing. With the exception of exercising the Option hereunder in strict accordance with the requirements of section 1 hereof, the parties agree that in exercising any other rights or approvals hereunder they shall apply commercially reasonable standards; provided, however, nothing in this section 20 shall be interpreted to modify, limit or supersede the independence, authority, discretion and/or decision making powers of any officer, council, board, agency or commission of the Town.

21. Effective Date. The Effective Date of this Agreement shall be the last date upon which Seller and Purchaser have both duly executed this Agreement.

22. Assignability. Purchaser may assign this Option Contract or at its discretion acquire title to the Premises and then deed the Property to a bonafide developer, whose principals have experience in developing multifamily projects, subject to reasonable pre-approval by the Seller. Seller has vetted the Purchaser's proposed assignee, Lennar (an experienced real estate multifamily developer) and hereby approves an assignment to Lennar or to an entity in which the principals of Lennar are involved. Once the Project is the subject of a building permit issued by the Town, the Premises may be sold or mortgaged at the discretion of the fee owner.

*[Signatures commence on following page]*

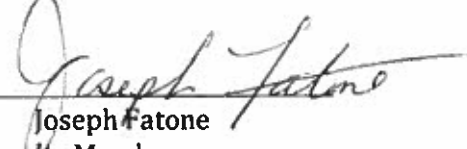
**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF GROTON**

By:   
John Burt  
Its Town Manager  
Duly Authorized

**PJ&A, L.L.C.**

By:   
Joseph Fatone  
Its Member  
Duly Authorized

## Schedule A Description of Premises

A certain piece or parcel of land, line and being situated on the south side of Route #184, in the Town of Groton, County of New London, bounded and described as follows, to wit:

Beginning at the northwest corner of within described premises, at the northwest corner of land, now or formally of Frank Colucci et ux, thence easterly by and along said highway 50.00 feet to other land of within grantors; thence southerly by and along said other land of within grantors 372', more or less, to a stone wall and still other land of within grantors; thence westerly, by and along said stone wall, to a corner in the wall, 32' more or less; thence again southerly, by and along said wall 382' more or less, to a corner in the wall, and land, now or formally of the Estate of Carter; thence again westerly by and along said wall and land of said Carter Estate 143' more or less to a corner in the wall and land now or formally of Fred Burrows et ux; thence northerly by and along said wall 560' more or less to the southwest corner of land of said Colucci et ux; thence again easterly 90' more or less to the southeast corner of said Colucci land; thence again northerly by and along said Colucci land 160' more or less to the south line of said highway at the point and place of beginning.

Being the same premises conveyed to Dominic A. D'Angelo by James William and Catherine M. Clark by their warranty deed dated August 4, 1965 and recorded in Volume 220, Page 561 of the Groton Land Records.

That certain tract or parcel of land and buildings thereon situated on the Southerly side of Interstate Route #95 (formerly the Old Post Road) in the Town of Groton, County of New London and State of Connecticut, bounded and described as follows, to wit:

Beginning at the Northeastly corner of said premises at the junction of said Interstate Route #95 and land of George Cisco, which point is opposite or nearly so of the old Toll Gate House, thence running Southerly by and with said Cisco's land to a corner; thence running Easterly by and with said Northwestly corner of land of the Estate of Swarin; thence running Southerly by and with said Swarin land to land of the Estate of Carter, thence running westerly by and with land of said Carter thence Southerly by and with land of said Carter, thence Westerly by and with land of said Carter to the Southwestly corner of said conveyed tract; thence running Northerly by and with land of said Carter, thence running Westerly by and with land of said Carter to lands of Fred and Annie Burrows; thence running Northerly by and with land of said Burrows, to land of Frank Colucci (formerly of Walter and Hilda Prew), thence running Easterly ninety (90) feet by and with lands of said Colucci, thence running Northerly one hundred sixty (160) feet by and with land of said Colucci to the Northwest corner of the premises and Interstate Route #95, and thence running Easterly by and with said Interstate Route #95 to the place or point of beginning. This conveyed tract of land is surrounded by a stone wall, except for the land running by and with the land of said Colucci.

Being the same premises conveyed to D'Angelo Realty by administrator's deed of Elizabeth Nunes, administratrix of the estate of James William Clark, dated June 26, 1980 and recorded in Volume 342, Page 382 of the Land Records of the Town of Groton.

The parcels described in the following conveyances are excepted from the above described premises:

1. A warranty deed from James William Clark to Walter Prew and Hilda M. Prew dated December 22, 1944 and recorded in Volume 109, Page 299 of the Groton Land Records.
2. A warranty deed from James William Clark and Catherine M. Clark to Cornelius B. Watrous dated May 12, 1960 and recorded in Volume 177, Page 485 of the Groton Land Records.
3. A warranty deed from James William Clark and Catherine M. Clark to Dominic A. D'Angelo dated August 4, 1965 and recorded in Volume 220, Page 561 of the Groton Land Records.
4. A quit claim deed from James William Clark and Catherine M. Clark to Fatone realty dated July 8, 1968 and recorded in Volume 238, Page 202 of the Groton Land Records.

Said premises are conveyed subject to a party wall agreement between Fatone Realty, Inc. and James W. Clark and Catherine M. Clark dated June 25, 1968 and recorded in Volume 238, Page 204 of the Groton Land Records.



**Schedule B**  
**Request for Proposals**

**REQUEST FOR PROPOSALS**

**517 & 529 GOLD STAR HIGHWAY**

**TOWN OF GROTON, CONNECTICUT**



**TOWN OF GROTON, CONNECTICUT**

**REQUEST FOR PROPOSALS (RFP)**

**Issued:**

**Sealed proposals are being requested for the sale or lease of publicly owned property, in accordance with all terms and specifications contained herein, and will be received by the Town of Groton, CT until the following deadline:**

**Two (2) o'clock P.M., Monday, October 17, 2016**

**Three paper copy submittals and one electronic copy on a flash drive must be delivered by mail or hand-delivered in sealed envelopes addressed to the Town of Groton, Purchasing Division, 45 Fort Hill Road, Groton, CT 06340 Attn: John Piacenza, Purchasing Agent. The submittals should be marked referencing "517 & 529 Gold Star Highway".**

**THERE WILL NOT BE A PUBLIC OPENING AND PROPOSALS RECEIVED WILL NOT BE RELEASED UNTIL A PURCHASE AND SALES OR LEASE AGREEMENT IS FINALIZED.**

**ADMINISTRATIVE POINT OF CONTACT:**

**John Piacenza, Purchasing Agent**

**45 Fort Hill Road  
Groton, CT 06340  
(860)441-6681  
[jpiacenza@groton-ct.gov](mailto:jpiacenza@groton-ct.gov)**

**TECHNICAL POINT OF CONTACT:**

**Paige R. Bronk, Manager of Economic and Community Development**

**Town of Groton, Office of Planning and Development Services  
134 Groton Long Point Road  
Groton, CT 06340  
(860)448-4095  
[pbronk@groton-ct.gov](mailto:pbronk@groton-ct.gov)**

### **TABLE OF CONTENTS**

	<b>General Conditions and Terms</b>	<b>Page 4</b>
1.	<b>Project Overview</b>	<b>Page 5</b>
2.	<b>Municipal Process</b>	<b>Page 5</b>
3.	<b>Property Description and Proposed Development History</b>	<b>Page 5-6</b>
4.	<b>Zoning and Groton Market Analysis</b>	<b>Page 6</b>
5.	<b>Community Background</b>	<b>Page 6</b>
6.	<b>Development Objectives</b>	<b>Page 6-7</b>
7.	<b>Project Incentives</b>	<b>Page 7</b>
8.	<b>Evaluation Criteria</b>	<b>Page 7-8</b>
9.	<b>Submittal Requirements</b>	<b>Page 8-9</b>
10.	<b>Submittal Deadline and Review Schedule</b>	<b>Page 9-10</b>
11.	<b>Reserved Rights and Disclaimer</b>	<b>Page 10</b>
12.	<b>Attachments</b>	<b>A-F</b>

**GENERAL CONDITIONS AND TERMS:**

The Town of Groton (Town) reserves the right to accept or reject any and all proposals in whole or in part, to waive any technical defects, irregularities, and omissions, and to give consideration to past performance of the prospective respondents where the interests of the Town will be best served. The Town reserves the right to directly negotiate with any entity who submits a proposal in response to this RFP and to award a contract based upon those negotiations alone. The Town reserves the right to request interviews of developers, discuss all project details, and to select and negotiate a preferred development proposal that is in the best interest of the Town prior to final award.

The Town may determine that proposals are technically and/or substantially non-responsive at any point in the evaluation process and may remove such proposal from further consideration. Proposals arriving after the deadline may be returned, unopened, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Town. All original documents and drawings shall become the property of the Town once submitted. The Town is not responsible for any costs related to the preparation and/or submittal of proposals or any subsequent costs related to presentations or clarification pertaining to this RFP. All costs are the responsibility of the prospective respondent.

“Proposal” shall mean quotation, bid, offer, qualification/experience statement, and services. Prospective respondents shall also mean vendors, offerors, bidders, or any person or firm responding to an RFP.

All prospective respondents are responsible for insuring that no addendums have been made to the original RFP package or that all addendums have been received and addressed. All bid packages and addendums are located at the Town of Groton Office of Planning and Development Services and on the Town municipal website.

There is no official public opening of proposals. To best protect the solicitation and competitive negotiation process, the Town asks that companies refrain from requesting proposal information concerning other respondents until an award has been determined. Proposal materials become public information only after the execution of a purchase and sales or lease agreement.

The prospective respondent warrants, by submission of a proposal, that he is not an employee, agent, or servant of the Town, and that he is fully qualified and capable in all material regards to satisfy the requirements and fulfill the proposal as submitted. Nothing herein shall be construed as creating any contractual relationship or obligation between the Town and the prospective respondent. The prospective respondent warrants that he has not, directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of full competitive bidding. The prospective respondent warrants that he has not paid, and agrees not to pay, any bonus, commission, fee or gratuity to any employee or official of the Town for the purposes of obtaining any contract or award issued by the Town.

**1. Project Overview:**

The Town of Groton, Connecticut is soliciting proposals from qualified and experienced development teams that best serve the economic and community development interests of Groton. Creative development proposals are encouraged.

The Town's primary objective is the planned and timely development of this vacant property in a way that maximizes financial benefit to the Town and serves as an economic anchor to the area. This property is unique to the Town of Groton given the relatively large size and commercial zoning. It is the desire of the Town that the property be developed to realize its highest and best use potential.

**2. Municipal Process:**

Solicitation of qualified proposals begins with the issuance of this RFP. Proposals received will initially be reviewed and evaluated on responsiveness to the RFP. Submitted proposals will be reviewed by a municipal team tasked with determining the best qualified submittals based upon benefit to the Town, the RFP criteria, and other objectives stipulated within the RFP. All materials provided by the proposals will be taken into consideration. Interviews or follow up information requests may be involved during the review process.

Following the initial evaluation process by the municipal review team, the proposals will be forwarded to the Groton Town Council for further consideration and short list selections. There may be a need for direct communication between the Town Council and short list candidates. There may be ongoing discussions with short-listed firms prior to the final selection of the preferred development team and proposal. This municipal process is intended to be somewhat flexible for finalists. This allows the formulation of an ultimate development project that is feasible for the development team and also serves the best interest of the Town of Groton.

**3. Property Description and Proposed Development History:**

The property is located at 517 (property ID 169909168945 E) and 529 (property ID 169909262469 E) Gold Star Highway. Gold Star Highway is a state highway (Route 184) and the property is located 3 miles from the I-95 Interchange. The property is located in a busy commercial section of the highway with easy access to State Route 12 just west of the parcel. Groton Square Shopping Center is less than a mile away to the west and contains the nearest bus stop for the Southeast Area Transit (SEAT) public transportation system. Groton is forty five minutes from Providence, RI and less than an hour from Hartford, CT.

The property available for redevelopment contains approximately 11.75 acres of land in two parcels. Parcel one (property ID 169909168945 E) contains approximately 1.7 acres of land and parcel two (property ID 169909262469 E) contains approximately 10.05 acres of land. There are no buildings on either property at this time.

Previously the Town reviewed a proposal for a large retail/grocery establishment. The Town was provided the site plan materials which are being shared with interested future prospects. Materials available to prospective respondents include the following:

- Property Survey
- Wetland Delineations
- Site Plans
- Detailed Engineering
- Topography
- Traffic Studies
- Watershed Studies

This above referenced material can be viewed at the Town of Groton Office of Planning and Development Services.

#### **4. Zoning and Groton Market Analysis:**

The property is zoned CB-15 which allows for a wide variety of commercial and business uses. The property is not located in any local historic district. Development proposals will require site plan approval and may require a permit from the Inland Wetland Agency. These two parcels fall within the Water Resource Protection Overlay District which may restrict some uses allowed by the CB-15 zone. The Town will work with the selected developer to ensure that the project receives expedited review.

In 2016, the Town invested in the completion of a community wide market analysis. Prospective development teams are highly encouraged to take advantage of this resource. It contains significant demographic, economic, and real estate data specific to market and consumer demands. General community findings include demand for mixed use, restaurants, hotels, higher quality retail, multi-family residential, and more. This analysis can be found on the Town of Groton webpage or the following link or a hard copy is available for review in the Office of Planning and Development Services.

#### **Town of Groton Market Analysis**

Area employment is projected to grow by the thousands over the next 5+ years to design and build a new class of ballistic missile submarines at Electric Boat.

#### **5. Community Background:**

Established in 1705, the Town of Groton is a charming Connecticut Shoreline Community that borders Fishers Island Sound between the Thames and Mystic Rivers. The town is 38.3 square miles in size, has over 3,500 acres of protected open space, an excellent public school system, a State recognized senior center, active recreation areas, watershed lands, and 58 miles of shoreline.

The population is 40,136 residents with 16,283 households. Median household income is \$60,147. The median single family home sales price is \$246,100.

#### **6. Development Objectives:**

The Town of Groton desires the property to be developed in a manner consistent with the following development objectives:

- Implementation of a quality development including use, design and function, that will be an asset to the Town
- Completion of the project in a timely, planned, and well executed manner

- Development which is complementary in design to the existing and surrounding neighborhood
- Management of traffic circulation
- Retention of significant trees and implementation of new landscape plan
- Minimization of lighting impacts to adjacent properties
- Recognition of the site's location within the watershed of a public drinking water supply which will include a robust stormwater management plan low impact development techniques.

#### **7. Project Incentives:**

The Town of Groton's primary goal is to attract the best team offering to implement a superior development in a timely and well planned manner. The Town is also interested in receiving a competitive offering for its property, one that maximizes financial and community benefits to Groton.

In order to partner with a team and improve their success, the Town will assist the preferred developer, where possible, through incentives. Potential incentives may include, but are not limited to, the following and are subject to the quality and caliber of the development proposal.

- Local technical assistance with local and state permitting
- Assignment of a local project liaison to assist with project completion
- Tax abatement programming

Prospective developers may integrate these and other incentives into their proposals for review by the Town. The consideration and granting of incentives is contingent upon the total value of the developer's proposal. The decision to grant any incentives will be packaged with the final award to the selected development team.

#### **8. Evaluation Criteria:**

The financial offering will not be the only consideration in evaluating proposals. Each proposal will be evaluated by the Town based on the following criteria:

- Project Approach:
  - Compliance with the RFP submission requirements
  - Clear and comprehensive submittal
  - Rational, detailed, and thorough approach to implementation
  - Degree to which project complies with local plans and regulations
- Team Qualifications and Experience:
  - Demonstrated experience in completing similar projects
  - Strength of the team including project lead, engineering, architectural design, construction, financing, etc.
  - References for key completed projects
- Project Viability and Ability to Execute Project in a Timely Manner:
  - Demonstrated project marketability
  - Demonstrated evidence supporting project financing
  - Reasonable timeframe to initiate and complete project
  - Reasonable demands or requests from the Town



- **Benefit to Town:**
  - Financial offering to the Town
  - Taxes to the Town upon full build-out
  - Quantitative and qualitative benefits to the Town
  - Building design and efficient use of property
  - Community benefits (public use, amenities, other)

**9. Submittal Requirements:**

Please read these submission requirements carefully. The Town of Groton is not responsible for errors and/or omissions.

Submission Format: Respondents are required to provide three (3) hard copies of their proposal plus one electronic copy on a flash drive. Each proposal must contain all information as outlined below. Relevant supplemental information will be accepted within the guidelines of this format. Submissions that omit requested information may be subject to disqualification.

- Executive Summary
- General narrative description and site plan/sketch for the proposed project including some basic elevation renderings.
- Contact information (names, phone, address, email) for development team plus the identification of a primary contact person.
- Financial offer Note: sale and/or lease values are subject to final competitive negotiation.
- If applicable, estimated number, type, and salary range of created full and part-time jobs.
- A description of the proposed development including, but not limited to:
  - Proposed use(s) for proposed building and land
  - Building(s) proposed design, configuration, size, height, units, etc.
  - Traffic circulation, road improvements, and parking
  - Preliminary site plan, conceptual floor plans, and any other submissions that best illustrate the development
  - Infrastructure improvements (water, sewer, storm water)
  - Proposed planning, design, approval and construction schedule.
- Description of requested technical or financial assistance from the Town and why it is needed for project feasibility.
- Evidence of financing availability, including the names and addresses of financial references for the developer and any other named sources of equity capital.
- List of what information needs to remain confidential.
- Project pro forma demonstrating the financial viability of the proposed development.
- For each individual with more than a ten percent (10%) interest in the development entity:
- Respondents must execute a notarized affidavit of non-collusion. A copy of said affidavit must be attached.
- Domestic corporations and other limited liability entities must submit a certificate of good standing from the State of Connecticut Department of Revenue Services:  
Department of Revenue Services

Collection and Enforcement Division-Lien Unit  
Request for a Status Letter  
25 Sigourney Street  
Hartford, CT 06106  
Revenue Services

- Respondents that are foreign corporations and those corporations not chartered in Connecticut must hold a certificate authorizing said corporation to do business in the State of Connecticut. These certificates or certified copies are available from the Office of the Connecticut Secretary of State.
- All prospective respondents, in order for their proposals to be considered, must not be delinquent on any property tax or fees issued by the Town. Prospective respondents shall certify that neither they nor any business or corporation fully or partially owned by the bidder is not delinquent on Town property taxes or fees.

**IMPORTANT:** All proposal materials become the property of the Town of Groton

**10. Submittal Deadline and Review Schedule:**

Submissions are due by the date specified unless a formal extension has been granted by the Town of Groton. It is incumbent upon respondents to ensure that proposals are delivered on time to assure consideration by the Town. The Town of Groton reserves the right to modify the Response Schedule. However, the Proposal Submission Deadline is final. Late proposals will not be considered.

- RFP Issuance and Distribution: Friday, September 2, 2016
- Submittal Deadline: Monday, October, 17, 2016
- Review by Town of Groton: Monday, October 24, 2016
- Interview with Developer(s): Monday, October 31, 2016
- Recommendation of Preferred Developer: November 2016
- Town Council Review and Contract Award Date: November 2016

The proposal and all supporting documents must be received by the above-stated deadline at the following address:

Town of Groton  
45 Fort Hill Road  
Groton, CT 06340  
c/o John Piacenza, Purchasing Agent  
**Attention: 517 & 529 Gold Star Highway**

**11. Reserved Rights/Disclaimer:**

The Town reserves the right to select the proposal that, in the exercise of its sole discretion, the Town believes to be responsible and most advantageous. To this extent, the Town reserves the right to accept an initial offer without further discussion or negotiation. The Town also reserves the right to discuss or negotiate proposals with any prospective respondents it believes may have a reasonable chance of being selected for award.

The Town shall not be responsible, in any manner, for the costs associated with responses to the solicitation. The individual responses to this solicitation including all artwork, drawings, plans, photos, models, and narrative material, shall become the sole property of the Town upon their receipt. The Town shall have the right to copy, reproduce, duplicate, publicize, or otherwise dispose of each response to this solicitation in any manner that the Town chooses unless otherwise agreed upon, in advance, with the prospective respondent.

The Town reserved the right to waive any informality or irregularity when it is in the best interest of the Town to do so, to discuss modification to any proposal, to re-advertise for additional proposals if desired or necessary, and to accept or reject any or all proposals, for any and all reasons.

The Town of Groton reserves the right to postpone or reschedule any of the actual or proposed dates or deadlines.

**12. Attachments:**

- A. Property Cards
- B. Property Maps
- C. Non-Collusion Affidavit
- D. Anti-Kickback Acknowledgment
- E. Proposal Transmittal Sheet
- F. Listing of Officers Sheet

## Attachment A-1 Commercial Property Card

Print Date: 8/24/2016

### Card 1 Of 1

<b>Account</b>	<b>Location</b>	<b>Zoning</b>	<b>Deed Book/Page</b>	<b>Acres</b>
169909168945 E	517 GOLD STAR HWY	CB-15	1145/695	1.7
<b>District</b>	<b>Use Code</b>			
POQUONNOCK BRIDGE	MUNICIPALITIES			

#### Current Owner

GROTON TOWN OF  
45 FORT HILL RD  
GROTON CT 06340

#### Building Information

**Building No:**  
**Year Built:**  
**No of Units:**  
**Structure Type:**  
**Building Total Area:** sqft.  
**Grade:**  
**Identical Units:**

#### Valuation

**Land:** \$75,000  
**Building:** \$0  
**Total:** \$75,000  
**Total Assessed Value:** \$52,500

#### Recent Sales

Book/Page	Date	Price
342/388	6/27/1980	\$0
1145/695	3/9/2015	\$226,461

#### Property Picture



#### Building Sketch



#### Sketch Legend

— Main Living Area	ISMA Masonry	GRHS Attached Greenhouse
IFR Frame	OMP Open Masonry Porch	CAT Cathedral Ceiling
OPF Open Frame Porch	EMP Enclosed Msry Porch	SOP Screen Open Frame Porch
EFP Enclosed Frame Porch	MUB Masonry Utility	SMP Screen Open Msrny Prch
FUB Frame Utility Building	MB Masonry Bay	CPAT Concrete Patio
FB Frame Bay	MOH Masonry Overhang	B Basement
FG Frame Garage	SMA 1/2 Story Masonry	
FOH Frame Overhang	MP Masonry Patio	
SFR 1/2 Story Frame	WD Wood Deck	
A(U) Attic (Unfinished)	CPY Canopy	
A(F) Attic (Finished)		

#### Exterior/Interior Information

<b>Levels</b>	<b>Use Type</b>	<b>Ext. Walls</b>	<b>Const. Type</b>	<b>Heating</b>	<b>A/C</b>	<b>Condition</b>
---------------	-----------------	-------------------	--------------------	----------------	------------	------------------

## Attachment A-2 Commercial Property Card

Print Date: 8/24/2016

### Card 1 Of 1

<b>Account</b>	<b>Location</b>	<b>Zoning</b>	<b>Deed Book/Page</b>	<b>Acres</b>
169909262469 E	529 GOLD STAR HWY	CB-15	1145/695	10.05
<b>District</b>	<b>Use Code</b>			
POQUONNOCK BRIDGE	MUNICIPALITIES			

#### Current Owner

GROTON TOWN OF  
45 FORT HILL RD  
GROTON CT 06340

#### Building Information

**Building No:**  
**Year Built:**  
**No of Units:**  
**Structure Type:**  
**Building Total Area:** sqft.  
**Grade:**  
**Identical Units:**

#### Valuation

**Land:** \$450,000  
**Building:** \$0  
**Total:** \$450,000  
**Total Assessed Value:** \$315,000

#### Recent Sales

Book/Page	Date	Price
778/039	7/24/2002	\$0
1145/695	3/9/2015	\$226,461

#### Property Picture



#### Building Sketch

IMAGE NOT AVAILABLE

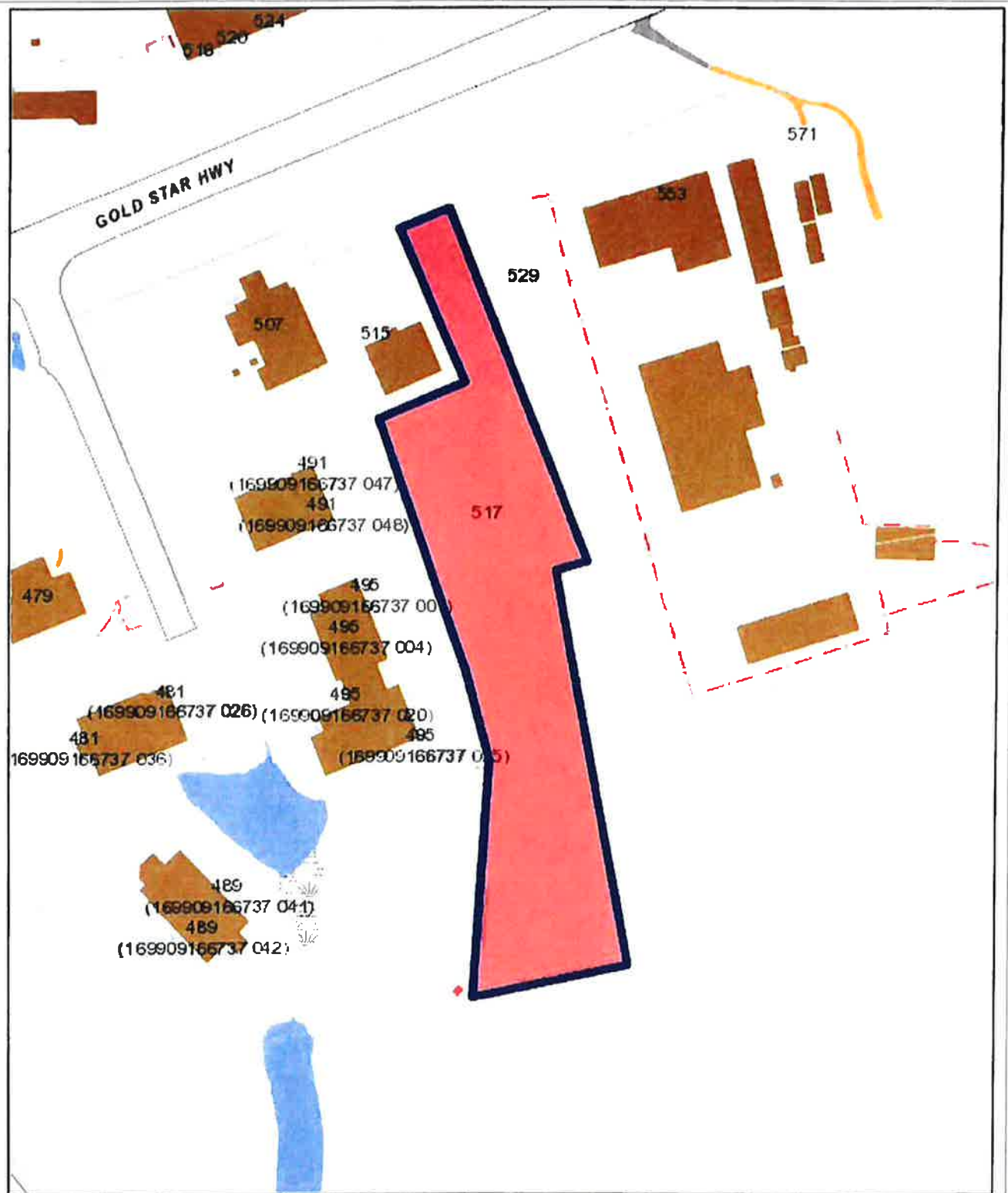
#### Sketch Legend

--- Main Living Area JFR Frame OPP Open Frame Porch EFP Enclosed Frame Porch FUB Frame Utility Building FB Frame Bay FG Frame Garage FOH Frame Overhang .5FR 1/2 Story Frame A(U) Attic (Unfinished) A(F) Attic (Finished)	ISMA Masonry ONP Open Masonry Porch ENP Enclosed Msry Porch MUB Masonry Utility MB Masonry Bay MOH Masonry Overhang .5MA 1/2 Story Masonry MP Masonry Patio WD Wood Deck CPY Canopy	GRHS Attached Greenhouse CAT Cathedral Ceiling SOP Screen Open Frame Porch SMP Screen Open Msry Porch CPAT Concrete Patio B Basement
--	--	---

#### Exterior/Interior Information

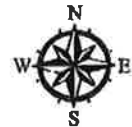
Levels	Use Type	Ext. Walls	Const. Type	Heating	A/C	Condition
--------	----------	------------	-------------	---------	-----	-----------

Attachment B-1



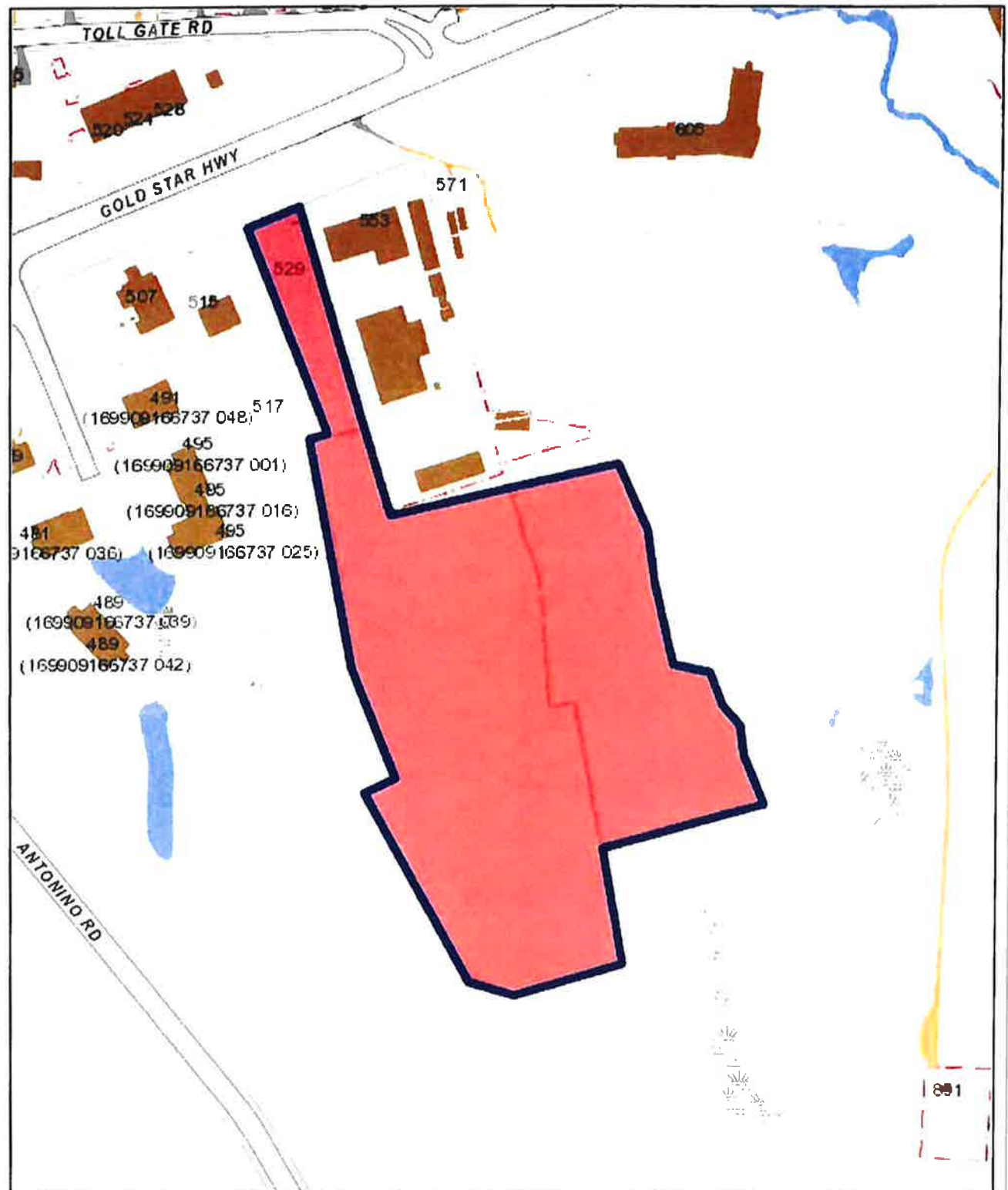
Seal of the Town of Groton, Connecticut. The seal is a circular emblem featuring a central figure, likely a Native American, holding a bow and arrow. The words "TOWN OF GROTON" are inscribed around the top inner edge, and "CONNECTICUT" is at the bottom. Below the seal, there is a block of small text providing information about the seal and its use.

Town of Groton  
517 GOLD STAR HWY



Date: 8/30/2016

# Attachment B-2



**Disclaimer**  
 This is a preliminary map and should not be used for any purpose other than for general information. It is not a legal document and should not be used for any legal purpose. The Town of Groton is not responsible for any errors or omissions in this map. The Town of Groton is not responsible for any damages or losses resulting from the use of this map. The Town of Groton is not responsible for any claims or liabilities resulting from the use of this map. The Town of Groton is not responsible for any claims or liabilities resulting from the use of this map.

**Map Created using GeoStudio 2015 Silverlight Application**

**Town of Groton**  
**529 GOLD STAR HWY**



Date: 8/30/2016

**Attachment C**

**NON-COLLUSION AFFIDAVIT**

(Prime Bidder) \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ (partner or officer) of the firm of \_\_\_\_\_, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Town of Groton or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**Signatures:**

Bidder, if the bidder is an individual; \_\_\_\_\_

Partner, if the bidder is a partnership; \_\_\_\_\_

Officer, if the bidder is a corporation; \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_, 20\_\_\_\_



**Attachment D**

**ANTI-KICKBACK ACKNOWLEDGMENT**

**ALL PROSPECTIVE RESPONDENTS MUST ATTEST TO THE FOLLOWING:**

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the Town of Groton who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the Town of Groton who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

\_\_\_\_\_  
SIGNATURE OF PROSPECTIVE RESPONDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY

Title of RFP: \_\_\_\_\_

**Attachment E**

**PROPOSAL TRANSMITTAL SHEET**

**517 & 529 Gold Star Highway**

Date: \_\_\_\_\_

I/We \_\_\_\_\_ the undersigned do hereby submit a proposal to the Town of Groton, CT, for the or lease sale of the 517 & 529 Gold Star Highway Property, in accordance with all terms and specifications contained within said RFP herein. The undersigned acknowledges that the submittal does not rely on the Town of Groton regarding the condition of the property and will make their own investigation on the condition of the property and it's suitability for development.

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ADDRESS, CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

## Attachment F

### LISTING OF OFFICERS SHEET

**List the Officers of your Corporation or Principals of your LLC. Evaluation cannot be completed without the attachment.**

**Complete Company Name**

Name \_\_\_\_\_

**Title/Officer/Position**

Name \_\_\_\_\_

**Title/Officer/Position**

Name \_\_\_\_\_

**Title/Officer/Position**

Name \_\_\_\_\_

**Title/Officer/Position**

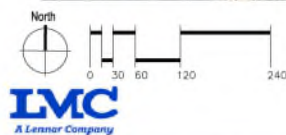
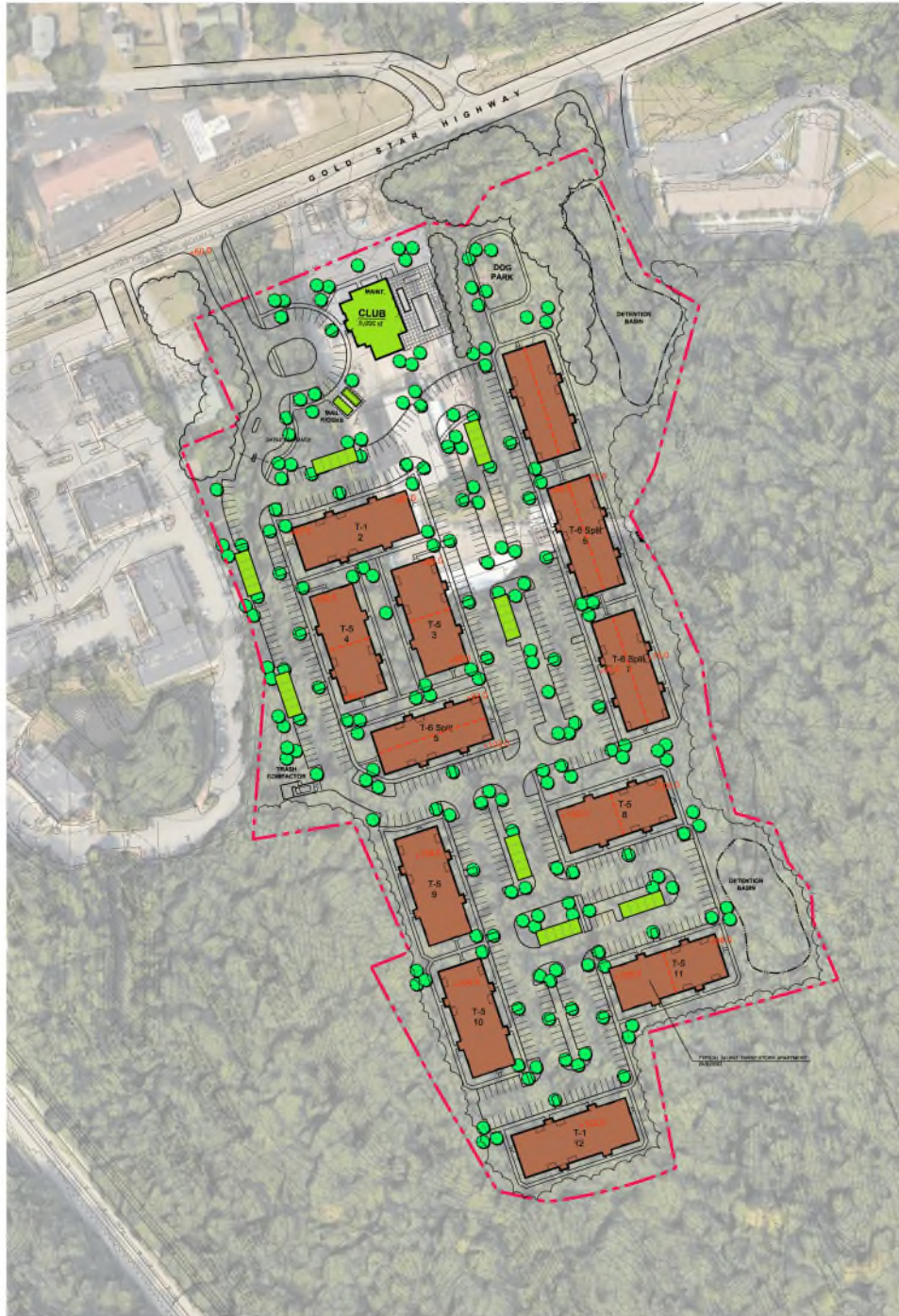
Name \_\_\_\_\_

**Title/Officer/Position**

Name \_\_\_\_\_

**Title/Officer/Position**

## Schedule C Conceptual Plan



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e., applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2020 BSB Design, Inc.

CONCEPT SITE PLAN  
GOLD STAR HIGHWAY  
Groton, CT

Date: December 28, 2020

