

## OPTION TO PURCHASE AGREEMENT

**THIS AGREEMENT** ("Agreement") made as of the Effective Date hereof (as defined in section 23 below) 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" or "Town") and **DonMar Residential, LLC**, a Connecticut limited liability company having an address at 42 State Street North Haven, CT and or its permitted assigns ("Purchaser").

WITNESSETH:

**WHEREAS**, Seller is the owner of the real property and all improvements thereon, if any, located at 55 Seely School Drive, Groton, Connecticut (Assessor's Account No. 168915641769 E) (the "Premises"), which Premises is more particularly described in **Schedule A** attached hereto and incorporated herein; and

**WHEREAS**, Seller issued a Request for Proposal in February 2019 seeking proposals from qualified parties interested in purchasing and developing the Premises, and Purchaser submitted its proposal in response to the Request for Proposal (collectively, the "Request for Proposal"), the requirements of which Request for Proposal are attached hereto as **Schedule B** and incorporated herein; and

**WHEREAS**, if Purchaser acquires the Premises, Purchaser intends that the Premises be developed as a multifamily development containing approximately 280 apartment units (the "Project") substantially in accordance with the conceptual plan attached hereto as **Schedule C**; and

**WHEREAS**, Purchaser desires an 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.

**NOW, THEREFORE**, in consideration of the non-refundable one (\$1.00) dollar option price (the "Option Price") in hand paid by Purchaser to Seller on or before the Effective Date hereof, the Option granted herein and other good and valuable consideration, 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 pursuant to the terms and conditions hereof.

The Option shall remain in effect for twelve (12) months commencing on the Effective Date of this Agreement and terminating twelve (12) months thereafter (the "Initial Option Period") and may be extended for an additional six (6) months (commencing immediately following the Initial Option Period) and terminating six (6) months thereafter (the "Extended Option Period") provided good faith and diligent efforts are being made 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"). 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's counsel by certified mail, return receipt requested at the following address: Eric W. Callahan, Suisman Shapiro, 2 Union Plaza, Suite 200, P.O. Box 1591, New London, CT 06320. 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 earliest of such appeal being fully withdrawn or fully and finally decided. Further, the tolling period for any appeal shall be specific to the land use agency and shall not be merged with another appeal that may arise from a decision of a different land use agency.

If Purchaser exercises the Option, the provisions of sections 4 through 21 of this Agreement and set forth in the Request for Proposal shall govern the purchase and sale rights and obligations of the parties. During the Option Period, Seller agrees not to market the Premises. If Purchaser, within the Option Term, 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 and Seller's obligations, which by their express terms survive the termination of the Option and this Agreement. Time is of the essence with respect to exercising the Option within the Option Period, as may be extended as hereinafter provided in this Agreement. 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 and to resolve such conflict or inconsistency.

Seller further covenants and agrees with Purchaser that during the period commencing on the date of this Agreement and terminating on the later of (i) the expiration of the Option Period, or (ii) the Closing if Purchaser elects to exercise the Option that:

(i) Seller shall not enter into any contract with respect to the Premises, unless the same is terminable without penalty by the then owner of the Premises upon not more than thirty (30) days' notice, and shall cause all contracts in effect with respect to the Premises to be terminated as of the Closing Date unless Purchaser elects to continue and assume such contract as of the Closing.

(ii) Seller shall comply with all laws, ordinances, codes, and rules and regulations applicable to the Premises.

(iii) Seller shall not take any action negatively affecting title to the Premises.

(iv) Seller will not subject the Premises to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters without Purchaser's prior written consent, which consent may be withheld in Purchaser's sole and absolute discretion.

(v) Seller will not make any alterations to the Premises without Purchaser's consent; provided, however, such consent shall not be required if a repair or replacement of any portion of the Premises becomes necessary, in Seller's reasonable discretion, to address or make any alteration to the Premises required to address a health, safety or welfare and/or to preserve the structural and/or mechanical integrity of the Premises or systems therein (the parties acknowledging the Seller shall have the right, but not the obligation, to make such authorized repairs, and shall keep Purchaser informed with regard to any such alternations).

## 2. Due Diligence; Rezoning & Land Use Approvals.

Prior to exercising the Option, Purchaser shall have inspected the Property and determined its suitability for the Project, including a comprehensive environmental assessment and the satisfaction of certain other conditions as may be required by Purchaser, to allow a multi-family residential development consisting of approximately 280 apartment

units on the Property. During the Option Period, Purchaser 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 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 or other invasive testing or analysis, Purchaser must submit a proposed scope of work for Seller's approval, which consent will not be unreasonably withheld, conditioned, delayed, or denied. It is understood and agreed that this Option has been granted to Purchaser, in part, to afford Purchaser the necessary time, during the Option Period, to seek all municipal approvals (including but not limited to site plan and if applicable, inland wetland approvals) and other applicable governmental approvals required for Purchaser's proposed development of the Premises, which development shall be subject to Section 3(b) hereof and subject to any restrictions which may apply as a result of a portion of the Premises being located within a Water Resource Protection Overlay District. Seller agrees that during the Option Period, Seller shall (at no cost to Seller) cooperate with Purchaser in Purchaser'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 or independent decision making authority of any such council, authority, department, commission or other decision maker within the Town of Groton. Purchaser will provide Seller with copies of all 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 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, and Purchaser does not elect to exercise the Option, Purchaser shall restore the Premises to substantially the same condition as existed immediately prior to such damage, reasonable wear and tear excepted. Notwithstanding the foregoing sentence, regardless of whether or not Purchaser exercises or plans to exercise the Option, if Purchaser, as a result of its due diligence, causes damage and/or otherwise impacts the Premises as a result thereof causing a condition with impacts or threatens to impact the environment, violates applicable law and/or causes or threatens to cause a condition with arises to a health, safety or welfare concern, Purchaser, at its sole cost and expense, shall rectify such issue as soon as practicable after the occurrence thereof. 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 reasonably 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.

With respect to Purchaser's due diligence, Purchaser shall be responsible for, and shall indemnify, defend and hold 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 (collectively, "Claims") associated with or arising from: (a) due diligence performed or caused to be performed by or on behalf of Purchaser, including but not limited to Purchaser causing any release of any hazardous substance or materials and/or exacerbation of any pre-existing environmental condition at the Premises in connection with its due diligence, and/or (b) the violation of applicable law and/or negligent or willful acts or omissions of Purchaser and/or any employee, consultant, contactor, agent or other person for whom Purchaser is responsible in performing due diligence at or with respect to the Premises on Purchaser's behalf. 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. Notwithstanding anything herein to the contrary, Purchaser's indemnification obligations set forth herein shall not apply to Claims (as defined above) associated with or arising from the negligence and/or willful acts or omissions of Seller and/or any employee, consultant, contractor, agent, appointed officials, officers and/or departments heads of Seller with respect to the Premises occurring during Seller's ownership of the Property. Prior to the Closing, Seller shall not cancel or maintain less liability insurance coverage applicable to the Property than the Town's coverage in existence at the time of execution of this Agreement.

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 consummate the purchase and sale contemplated herein, shall be conditioned upon and subject to satisfaction of all of the following condition(s) prior to the end of the Option Period:

- (a) Seller approving of Purchaser's conceptual plan of the Project subject to site plan approval, which approval shall not be unreasonably withheld, conditioned, delayed, or denied so long as such conceptual plan is consistent with the plan presented by Purchaser to Seller on November 1, 2019. During the Option Period, Purchaser shall provide Seller with written notice to confirm Purchaser's intended use of the Premises as an approximately 280 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 in order for Seller to confirm whether it approves of Purchaser's conceptual plan, Purchaser shall provide to Seller a description of Purchaser's proposed development of the Premises (the "Conceptual Plan") including, but not limited to:
  - 1. proposed use(s) for proposed building and land;
  - 2. building(s) proposed design, configuration, size, height, units, etc. ;
  - 3. traffic circulation, road improvements, and parking;
  - 4. 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, which preliminary site plan shall display, if possible, and option for the development to connect to the abutting property;
  - 5. infrastructure improvements (e.g., water, sewer, storm water);
  - 6. proposed planning, design, approval and construction schedule;

7. 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);
8. list of submitted information requiring confidentiality; and
9. A detailed description on how the development will complement the existing and surrounding neighborhood and minimize lighting impacts to adjacent properties.

Seller shall have a thirty (30) day period following receipt of such notice and the above required information to confirm whether such Conceptual Plan is reasonably acceptable to Seller. If Seller does not object to Purchaser's Conceptual Plan within such thirty (30) day period, the Conceptual Plan shall be deemed approved. If Seller reasonably objects to such Conceptual Plan, it shall specify any deficiencies, Purchaser shall resubmit the Conceptual Plan to Seller and Seller and Purchaser shall cooperate in good faith to reach a mutually acceptable Conceptual Plan to be approved by Seller and the Option Period shall be extended as may be necessary in order to afford Seller and Purchaser such additional time as the parties require to reach a mutually acceptable Conceptual Plan, but in no event greater than sixty (60) days. 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 character and needs of the Town, and consistent with the development objectives set forth in section 6 of the Request for Proposal and the concepts related thereto presented by Purchaser to Seller on November 1, 2019.; and

(b) 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 as is reasonably practicable and planting of new landscaping;
- 6) Minimization of lighting impacts to adjacent properties to the extent reasonably feasible; and
- 7) Recognition that a portion of the site's location within the watershed of a public drinking water supply which will include a robust stormwater management plan using low-impact development techniques to the extent reasonably feasible.

Notwithstanding the Option Period defined in section 1 hereof, in the event any of the conditions precedent are deemed by Seller to not have been satisfied prior to Purchaser's exercise of the Option, Seller shall provide written notice to Purchaser specifying the deficiencies and Purchaser shall have

thirty (30) days to cure said deficiency, provided if cure of such deficiency is not reasonably possible within such thirty (30) day period, and if Purchaser makes good faith and diligent efforts to resolve the deficiencies during and following said thirty (30) day period, such cure period shall be extended for such period of time as is necessary for Purchaser to cure the deficiencies, and the Purchaser shall have the right to exercise the Option upon such cure. In the event the Option Period expires during such cure period, such Option Period shall be extended to the end of such cure period if Purchaser makes good faith and diligent efforts to resolve the deficiencies during said cure period. In the event that the specified deficiencies are not cured as provided in this section, this Agreement and the Option contemplated herein shall terminate, be rendered null and void and of no further force and effect; provided, however, if there is a dispute between the parties concerning whether Purchaser cured any specified deficiencies as provided in this Section, then as a prerequisite to terminating this Agreement and the Option, the Seller and the Purchaser shall attempt in good faith, for a period of thirty (30) days, to resolve and/or settle such dispute first by direct negotiation between duly appointed representatives of each party with authority to negotiate on its behalf. If said dispute cannot be resolved or settled through direct negotiation, then either party may petition for non-binding mediation within thirty (30) days after such party determines such negotiations have not resolved or settled such dispute and/or have proven unproductive. Such mediation shall be administered by the American Arbitration Association or the American Dispute Resolution Center, Inc., under their respective Commercial Mediation Procedures. Each party shall be responsible for its own attorney's fees and costs regarding direct negotiation and mediation, provided, however, the parties shall share the mediator's fee and any filing fees equally. The venue for mediation shall be in Groton, Connecticut unless the parties otherwise agree in writing. Any agreement, if any, reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. To the fullest extent permitted by applicable law (including FOIA), all negotiations pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and the FOIA. The parties agree that notwithstanding any local hiring goals or apprenticeship requirements which may now or 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 and all 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, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the Premises for the purchase price of One (\$1.00) Dollar, subject to the terms and conditions set forth in this Agreement. Purchaser's non-refundable Option Price paid upon the Effective Date of the Agreement shall be credited as payment of the purchase price at Closing.

4.2. Environmental Obligations. As material consideration for Seller's agreement herein to sell the Premises to Purchaser for One (\$1.00) Dollar, the Purchaser agrees that if Purchaser exercises the Option and purchases the Premises at Closing, Purchaser, at its sole cost and expense, agrees to conduct the full and complete demolition and environmental remediation of the entirety of the Premises including any improvements currently located thereon following the Closing. This work shall be completed in accordance with a Plan (defined in section 4.3 hereof) to be agreed upon between Seller and Purchaser and any and all costs related thereto shall be the sole obligation of the Purchaser. In connection with the foregoing, Purchaser specifically acknowledges as agrees as follows:

- (a) Neither Seller nor any other party acting (or purporting to act) on behalf

of Seller, has made any (and Seller hereby disclaims any) representation or warranty of any kind of nature concerning any environmental matter related to or arising from the Premises, including but not limited to any environmental conditions.

(b) At closing, Purchaser shall release Seller from any and all liabilities and obligations of any kind or nature arising with respect to any environmental conditions or under any environmental law and, specifically, agrees that if any claim is brought against Purchaser arising out of any environmental condition or any environmental law, Purchaser shall not assert and shall have no claim of any kind or nature against Seller. Notwithstanding the foregoing, or anything contained herein to the contrary, (i) Purchaser does not, and shall not, release Seller with respect to any claims for fraud or intentional misrepresentations or omissions, and (ii) the foregoing shall not release or diminish Seller's obligation to indemnify Purchaser pursuant to and to the extent required by the terms of Section 2.2 hereof.

(c) Purchaser shall assume all responsibility at its sole cost and expense for any and all investigation, monitoring and remediation of the Premises and such other related obligations under applicable environmental laws and agrees to be named as the responsible party if so required under any existing regulatory mechanism requiring cleanup. Purchaser shall assume all responsibility at its sole cost and expense for any and all other requirements under applicable environmental laws, including but not limited to obtaining and complying with all required permits.

(d) Transfer Act. If either Party determines, prior to Closing, that either the Premises, if when conveyed to Purchaser by Seller, meets the definition of an "establishment" as that term is defined in the Transfer Act, and that the conveyance of the Premises is subject to the Transfer Act, that Party shall immediately notify the other Party of the determination and the basis for same. Prior to the conveyance of such property by Seller, Purchaser shall, no later than ten (10) days prior to such conveyance, have prepared and delivered to Seller appropriate Transfer Act forms (including any Environmental Condition Assessment Form), fees and filings, executed by Purchaser as the certifying party necessary in order to complete the conveyance of such property by Seller in accordance with the Transfer Act. Seller shall timely review and provide Purchaser with any comments on the Transfer Act forms and shall execute the Transfer Act forms as the real property transferor in conformance with the Transfer Act. Within ten (10) days subsequent to such conveyance, Purchaser shall file the Transfer Act forms with the Connecticut DEEP. Purchaser shall be responsible for and shall pay the initial filing fee and any other fees, including any subsequent filing fees in the event DEEP does not delegate approval authority to an LEP. If the DEEP should reject or require amendment of any Transfer Act form, Purchaser shall be solely responsible at Purchaser's sole cost and expense for complying with, or obtaining compliance with, any request from the DEEP. For purposes of this section, the Transfer Act shall mean the Connecticut Transfer Act set forth in C.G.S. § 22a-134, et seq., as amended.

(e) Brownfields Remediation and Revitalization Program. Notwithstanding section 4.2(d) above, to the extent that the Premises is subject to a Form III (or IV) filing under the Transfer Act are also eligible for acceptance into the Brownfields Remediation and Revitalization Program ("BRRP") or similar program, Purchaser may, in its sole discretion, choose to apply for acceptance into the BRRP or similar program for any or all such properties. In the event that the Purchaser chooses to apply for acceptance into the BRRP for any property the Parties agree to work together in good faith, at Purchaser's sole cost and expense, to prepare, submit and diligently pursue an application for eligibility under the BRRP for both the property to be deemed eligible as a "Brownfield" and the Purchaser to be deemed eligible as a "Bona Fide Prospective Developer", as such terms are defined in the BRRP Statute, and to timely submit all documentation required with

respect thereto including, without limitation, the fee waiver application (collectively, the “BRRP Documentation”). The Parties agree that, pursuant to §32-769(n) of the BRRP Statute, acceptance into the BRRP would qualify as an exemption to the requirement for a filing as an “establishment” under the Transfer Act. In the event that both the Premises and the Purchaser are accepted into the BRRP by the DECD, the Purchaser shall be solely responsible for satisfying the investigation and remediation obligations set forth in the BRRP Statute (“BRRP Remediation”) and, for purposes hereof, shall be known as the “Responsible Party”.

(f) Purchaser’s Obligations as Certifying Party. If the Premises is determined to be subject to the Transfer Act, Purchaser may elect to either terminate this Agreement, in which event it shall be entitled to a return of any deposit(s) paid hereunder and neither party shall have any further obligation to each other except for obligations which expressly survive termination of this Agreement or Purchaser may elect to serve as the certifying party in connection with the Transfer Act. If Purchaser elects to act as the certifying party in connection with the transfer of the Premises to Purchaser at Closing pursuant to Section 4.2(d) above (rather than Purchaser electing to terminate this Agreement), Purchaser, as the certifying party, agrees to perform all remediation measures necessary to achieve compliance with the RSRs or any other applicable laws in a manner and to standards acceptable to the DEEP, EPA or other regulatory authority. In no event shall Seller serve as the certifying party pursuant to the Transfer Act.

The obligations set forth in this section 4.2 shall survive the Closing.

4.3. Exercise of Option. Upon Purchaser exercising the Option, Purchaser shall deliver to Seller a proposed Demolition and Remediation Plan for the work contemplated in 4.2 above. Seller shall have twenty (20) days to review such proposed Demolition and Remediation Plan and to raise in writing any reasonable modifications it requires and/or objections it has to same (“D&R Objections”); provided, however, if the Demolition and Remediation Plan complies with the Connecticut Remediation Standard Regulations (“RSRs”) and applicable laws, Seller shall not have the right to make any D&R Objections. If Seller does not raise any D&R Objections in writing within such twenty (20) day period, the Demolition and Remediation Plan shall be deemed approved by Seller. If Seller validly raises D&R Objections within such twenty (20) day period, Purchaser and Seller shall work together in good faith to address Seller’s D&R Objections and arrive at a mutually agreeable final Demolition and Remediation Plan (“Plan”). Any D&R Objections validly raised by Seller shall be deemed cured by Purchaser in the event that Purchaser causes the Demolition and Remediation Plan to conform to the RSRs and applicable laws, and upon such cure by Purchaser the Plan shall be deemed approved by Seller.

4.4. NO FINANCING CONTINGENCY. This Agreement and the purchase contemplated hereunder shall have no financing contingency. Any purchase shall be a cash deal.

5. Building Permit Application. Subject the force majeure provisions of Section 24 below, and subject to extension for any delays caused solely by Seller during which time period Purchaser has not also caused or contributed to the same or separate delay, Purchaser agrees that if Purchaser exercises the Option and subsequently fails to submit an application for a building permit for the Project on or before March 31, 2021 (the “Building Permit Application Deadline”), Purchaser shall be liable to Seller for damages, which shall be considered liquidated damages and not a penalty, in an amount determined to \$100 per day (“Delay Damages”).



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 by Seller at Closing (the deed required to be delivered hereunder is hereinafter defined as the "Deed"). The Deed shall restrict use of the property to any use approved by Seller pursuant to section 3(a) of this Agreement for a period of ten (10) years from and after the Closing.

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.

8. Risk of Loss. The Risk of Loss or damage to the Premises by fire or other casualty until the delivery of the Deed shall be borne by Seller. Throughout the period between the date of this Agreement and the closing of title, Seller shall keep the Premises insured against loss by fire and other casualty customarily insured against in such amount as Seller shall determine. In the event of any loss or damage so that the Premises are not, in all material respects, in the same condition as on the Effective Date hereof, Seller shall have a reasonable time within which to decide whether to repair or replace such loss or damage, and if Seller elects not to make such repair or replacement or fails to make same within a reasonable time, Purchaser shall have the right either to:

(a) Terminate this Agreement, in which event this Agreement shall terminate, and none of the parties hereto shall have any further rights or obligations hereunder; or

(b) Accept the Premises as provided in this Agreement without any reduction of the purchase price, in which event Purchaser shall be entitled to receive the proceeds of any insurance covering such loss or damage, if any, plus the amount of any applicable deductible if paid by Purchaser, less any amount, if any, actually expended by Seller in connection with the repair (including temporary repair) or replacement of the loss or damage involved.

9. Seller's Representations and Warranties. Seller represents and warrants 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 required to be obtained by Seller. This Agreement is 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 resolution 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.

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

(d) Material Contracts. There are no outstanding material contracts or agreements affecting the Premises.

(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) intentionally omitted.

(h) To Seller's knowledge, there is no existing condition with respect to the Premises or its operation which violates any government law, code or regulations, and Seller has not received any notice or communication from any government authority alleging such a violation. Seller has no actual knowledge that the Premises are an Establishment.

(i) There are no outstanding agreements to sell, options or rights of first refusal in any third parties to purchase the Premises, or any portion thereof or any interest therein.

(j) Compliance. Neither the execution of this Agreement by Seller nor the consummation by Seller 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 Seller is a party; (ii) violate any restriction to which Seller is subject, including without limitation any restrictions in Seller's charter; or (iii) constitute a violation of any applicable judgment, decree or order of which Seller has knowledge

(k) 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.

#### 10. Purchaser's Representations and Warranties.

(a) Organization. Purchaser is a limited liability company duly formed 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. At any time during the Option Period, Purchaser shall notify Seller of the existence of encumbrances and defects in title not excepted in this Agreement, and if Seller so elects, Seller shall have a period of thirty (30) days thereafter within which, at Seller's expense, to remove said encumbrances and/or to cure the defects and the Closing date shall be extended accordingly. If, at the end of said period, Seller is unable to convey title satisfactory to Purchaser, then Purchaser:

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

(b) May terminate this Agreement. If Purchaser shall elect to terminate, 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.

12. Closing.

(a) The closing of title shall take place within sixty (60) calendar days following the Option Notice (or if said day shall fall on a weekend or holiday, the next business day thereafter), which closing shall occur at 10:00 am 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:

- The 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 as may be required to be delivered pursuant to the terms of this Agreement.

### 13. Post-Closing Conditions: Development Schedule & Sale Prior to Project Completion

Purchaser acknowledges and agrees that Seller's willingness to sell the Premises specifically to Purchaser and the conditions contained within this Agreement are based primarily and specifically upon Seller's desire to receive the benefit of Purchaser's experience and past history in developing high quality residential projects as is contemplated with the Project. Purchaser further acknowledges and agrees that Seller's specific intent in executing this Agreement is for Purchaser to complete the development of the Project in a manner consistent with the other projects developed in Connecticut by Purchaser, and in accordance with the requirements of this Agreement. If Purchaser fails to complete the development of the Project, or Purchaser sells or attempts to sell or assign any rights in and to the Project to another party without the Seller's advanced written consent in violation of the terms of this Agreement, such failure, attempt to sell or assign, sale and/or assignment will constitute a material breach of this Agreement potentially resulting in a substantial diminishment of the value of the Premises as well as damages to Seller's interests. Accordingly, Purchaser agrees to comply with the following terms and conditions:

#### Development Schedule

Purchaser agrees that unless otherwise agreed to by Seller in writing, Purchaser will comply with the following Schedule of Development Dates ("Schedule"), including:

- Holding an informational public outreach meeting with abutting neighbors prior to filing for Site Plan approval;
- File application(s) for Site Plan approval by no later than 60 days after final Inland Wetlands & Watercourses approval;
- File application(s) for Inland Wetlands & Watercourses approval by no later than 150 days after the signing of this agreement by all parties;
- File application(s) to the Office of State Traffic Administration for approval by no later than 90 days after site plan and Inland Wetlands approval, which happens later.
- Apply for a Building Permit for Phase I of the Project by the Building Permit Application Deadline
- Commence construction on Phase I of the Project within 3 months of the issuance of a Building Permit.

The term "Phase I of the Project" as used in sections 13(f), (g) and 22 of this Agreement shall mean at a minimum the following:

A multi-unit apartment complex consisting of approximately 280 multi-family housing units.

In the event that Purchaser fails to comply with the Schedule through no fault solely of Seller or as a result of a force majeure, Seller may deliver a written default notice to Purchaser. In the event Purchaser fails to cure the default within ninety (90) days after receipt of such default notice, Purchaser shall be liable to Seller for Delay Damages until such default is cured by Purchaser.

Restrictions on Seller's Right to Sell Prior to Completion of the Project:

Notwithstanding anything in this Agreement to the contrary, Purchaser shall have no right to sell, gift, transfer or otherwise assign, in whole or in part (collectively, a "Sale", regardless of whether or not monetary consideration was exchanged between Purchaser and any assignee) the Premises or the Project, in whole or in part, prior to obtaining a building permit for and commencement of construction of the majority of the Project. Without limitation of the generality of the foregoing sentence, any assignment of a controlling interest in Purchaser shall be deemed a Sale for purposes of this section. Any Sale in violation of the terms of this Agreement shall be null and void, which Sale restrictions shall be memorialized in and a condition of the deed to the Premises from Seller to Purchaser.:

- a) If the proposed Sale is to occur prior to Final Site Plan approval, Seller shall have the right to reject such proposed Sale in Seller's sole and absolute discretion.
- b) If the Sale is to occur after Final Site Plan approval has been received by Purchaser but prior to Purchaser's receipt of a Building Permit then Purchaser shall not consummate such proposed Sale without Seller's advanced written consent, which consent shall not be unreasonably withheld, conditioned, or delayed so long as Seller is satisfied, in its sole discretion, that Purchaser has provided Seller with sufficient evidence satisfactory to Seller that the proposed buyer ("Proposed Buyer") has appropriate financial capability and experience necessary to carry out the Project and fulfill Purchaser's obligations under this Agreement and the Project, and that Proposed Buyer will be contractually obligated to complete the development of the Project as originally designed by Purchaser and approved by Seller with no material variations.
- c) Notwithstanding the above-restrictions on Sale, Purchaser may (i) sell the Project at any time after receipt of a Building Permit and the

commencement of the construction of a majority of the Project, (ii) obtain financing for the Project and mortgage Purchaser's interest in the Premises as collateral for such financing at any time after receipt of a Building Permit, and (iii) assign its rights and obligations in this Agreement and/or convey the Premises to another entity that is under common ownership or control with DonMar Development Corporation or Purchaser.

14. No Representations or Contingencies.

Purchaser acknowledges that except as expressly set forth herein, the Premises will be conveyed in its **AS IS, WHERE IS, WITH ALL FAULTS** condition. Unless expressly set forth herein, 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 sole discretion, of all Seller's conditions precedent set forth in Section 3 of this Agreement, and Purchaser's satisfaction of its Due Diligence inspections of the Premises pursuant to Section 2 hereof, this Agreement shall be subject to no inspection, financing or other conditions or contingencies whatsoever.

15. Broker. The Purchaser and the Seller represent that Goman+York Property Advisors LLC is the Broker of record representing the Seller. Purchaser acknowledges that Purchaser is not represented by a Broker and 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 other than Goman+York. 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.

16. 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; provided that the Premises are not in violation of the same at the time of Closing.

(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, 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, which assessments and/or installments the Purchaser will assume and agree to pay as part of the consideration for the deed.

(d) All other matters of record unless objected to by Purchaser and cured by Seller pursuant to section 11 hereof.

17. Default. If Purchaser defaults under this Agreement and Seller is not in default, 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. 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. 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.

18. 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. Buyer may not assign this Agreement without the prior written consent of Seller, which consent may be withheld.

19. 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:**

DonMar Residential, LLC  
42 State Street  
North Haven, CT 06473  
Attn: Mario Di Gioia

**Purchaser's Attorney:**

Timothy M. Herbst  
Marino, Zabel & Schellenberg, PLLC  
657 Orange Center Road  
Orange, CT 06477  
Email: [therbst@mzslaw.com](mailto:therbst@mzslaw.com)  
Phone: (203) 864-4611

20. 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 mutually agree that this Agreement may be executed electronically, through scanned signature, with originals provided at a later date. The parties hereby agree that there will be two original Agreements.

21. 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 21 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.

22. Tax Incentives. Prior to the exercise of the Option, the Purchaser and Seller agree to use good faith efforts to negotiate a fixed tax assessment agreement ("Fixed Assessment Agreement") pursuant to Conn. Gen. Stat. § 12-65b, with terms and conditions mutually acceptable to both parties, to take effect upon the Closing, which agreement shall contain the following terms and conditions:

(a) On and after the Closing, Purchaser shall be fully liable for all taxes assessed against the land located at the Premises based on the appraised value thereof as established by Seller's tax assessor during each Town wide revaluation and/or any interim assessment if authorized by law (regardless of whether such value of land increases as a result of any future development, re-zoning, approvals or permits procured in connection with the Premises in connection with the Project), and the assessment of the land will not be fixed pursuant to the Fixed Assessment Agreement.

(b) Seller will fix the assessment of improvements and buildings under construction in connection with Phase I of the Project for up to 12 months during construction such that no taxes will be paid on buildings or improvements under construction at the Premises during said time period.

(c) Purchaser will pay taxes for any building(s) that have a Certificate of Occupancy in connection with Phase I of the Project commencing upon issuance of a certificate of occupancy.

(d) Phase I is defined in section 13 hereof.

(e) Any tax incentives, if any, with regard to the Premises, including the land, buildings or improvements constructed thereon after Phase I, shall be subject to negotiation between the parties.

(f) Should Purchaser fail to fulfill its obligations under the Fixed Assessment Agreement or with respect to the Project, the Fixed Assessment Agreement shall contain a recapture provision requiring Purchaser to reimburse to the Seller all tax benefits afforded under the Agreement.

The parties both acknowledge and agree that the terms of the tax incentive set forth in this section 22 are not binding and simply an expression of intent. No fixed assessment shall be authorized until a definitive and mutually agreeable Fixed Assessment Agreement is negotiated by the parties and approved by the legislative body of the Town pursuant to C.G.S. § 12-65b, as amended, and any policy of the Town of Groton applicable thereto. The Option Period shall be extended as may be necessary to allow for the parties to execute a final definitive Fixed Assessment Agreement.



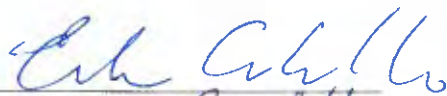
23. Effective Date. The Effective Date of this Agreement shall be the last date upon which Seller and Purchaser have both duly executed this Agreement.

24. Force Majeure. The parties hereto, respectively, shall not be in default of this Agreement if such party is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of severe weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance.

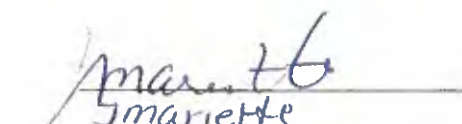

25. Notice of Option and Agreement. Upon request by Purchaser, the parties shall execute a notice of the Option and this Agreement, to be recorded on the Land Records of the Town of Groton. Prior to such notice being recorded, Purchaser shall execute a release of such notice to be held in escrow by Seller's attorney, the form and content of which shall be subject to reasonable approval of Seller's counsel. Upon the earliest of Purchaser indicating to Seller it has elected not to exercise the Option, expiration of the Option Period as may be extended herein without the Option being exercised and/or termination of this Agreement, Seller's counsel shall be authorized to record such release on the Groton land records.

***[Signature Page to Immediately Follow]***

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

  
Eileen Cardillo

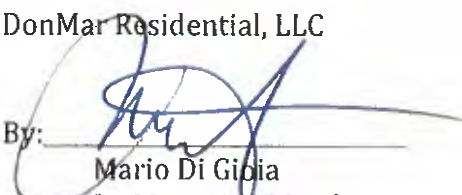
  
Michelle Marceay

  
Mariette  
  
Laura S. Guilo

TOWN OF GROTON

By:   
John Burt  
Its Town Manager  
Duly Authorized  
Date: 4/17/20

DonMar Residential, LLC

By:   
Mario Di Gioia  
Its Managing Member  
Duly Authorized  
Date: 4/15/20

**SCHEDULE A**  
**PROPERTY DESCRIPTION**

State of Connecticut

New London County ss New London Nov 3 1952

Personally appeared Shelby Meehan and Rose Meehan signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed before me

Seal

Robert Palmer Notary Public

My commission expires April 1 1956

Read for Record Nov 6 1952

at 9 a.m.

attest. *Spring H. Hoppe* Town Clerk

( Warranty deed)

To all people to whom these presents shall come greeting Know Ye That, we, Walter J Senkow and Sophie Senkow, both of the Town of Waterford, County of New London and State of Connecticut, for the consideration of one dollar (\$1.00) and other good and valuable considerations, received to our full satisfaction of the Town of Groton, a municipal corporation located in the County of New London and State of Connecticut, do give, grant, bargain, sell and confirm unto the said Town of Groton, a certain tract or parcel of land, consisting of fifteen and one half (15½) acres, more or less, situated on the easterly side of Old Route 84, also known as North Street and as the former New London - Providence Turnpike, in said Town of Groton, bounded and described as follows;

Beginning at a point located on the easterly boundary of Old Route 84 in the Town of Groton, further described as the southwest corner of land belonging to the Borough of Groton; thence southwesterly by and along the said boundary of Old Route 84, five (5) feet; more or less, to a C.H.D. merestone and a point of angle in said road boundary; thence southwesterly forming an interior angle with the former course of 158 degrees and 30 minutes forty eight and four tenths (48.4) feet to a merestone on said boundary and other land of Walter J Senkow and Sophie Senkow; thence easterly by and along said land of Walter J Senkow et al. and parallel with and fifty (50) feet southerly from the boundary of land of the Borough of Groton designated by a stone wall three hundred fifty and eight tenths (350.8) feet to a merestone, said merestone being on the line of a stone wall extended and making an interior angle of 72 degrees and 17 minutes with the former course, said stone wall extended is the easterly boundary of said Borough of Groton land; thence southerly on a line which is a prolongation of the easterly boundary wall of land of the said Borough of Groton Seven hundred thirty five (735) feet, more or less, to a point on the northerly boundary of land of the State of Connecticut, designated by a granite merestone and further described as being seventy six and five tenths (76.5) feet easterly of a C.H.D. merestone located on the said State of Connecticut boundary; thence easterly and northerly by and along land of the State of Connecticut, on a random line and curve designated as follows; one hundred forty three (143) feet to a C.H.D. merestone; thence by and along land of the State of Connecticut forming an interior angle of 155 degrees and 45 minutes two hundred eighty and thirty nine hundredths (280.39) feet; thence following a curve to the right of radius seven hundred

State of Connecticut

New London County ss New London Nov 3 1952

Personally appeared Shelby Meenach and Rose Meenach signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed before me

Seal

Robert Palmer Notary Public

My commission expires April 1 1956

Read for Record Nov 6 1952

at 9 a.m.

attest. *Spring H. Kopper* Town Clerk

( Warranty deed)

To all people to whom these presents shall come greeting Know Ye That, we, Walter J Senkow and Sophie Senkow, both of the Town of Waterford, County of New London and State of Connecticut, for the consideration of one dollar (\$1.00) and other good and valuable considerations, received to our full satisfaction of The Town of Groton, a municipal corporation located in the County of New London and State of Connecticut, do give, grant, bargain, sell and confirm unto the said Town of Groton, a certain tract or parcel of land, consisting of fifteen and one half (15½) acres, more or less, situated on the easterly side of Old Route 84, also known as North Street and as the former New London - Providence Turnpike, in said Town of Groton, bounded and described as follows;

Beginning at a point located on the easterly boundary of Old Route 84 in the Town of Groton, further described as the southwest corner of land belonging to the Borough of Groton; thence southwesterly by and along the said boundary of old Route 84, five (5) feet; more or less, to a C.H.D. merestone and a point of angle in said road boundary; thence southwesterly forming an interior angle with the former course of 158 degrees and 30 minutes forty eight and four tenths (48.4) feet to a merestone on said boundary and other land of Walter J Senkow and Sophie Senkow; thence easterly by and along said land of Walter J Senkow et al. and parallel with and fifty (50) feet southerly from the boundary of land of the Borough of Groton designated by a stone wall three hundred fifty and eight tenths (350.8) feet to a merestone, said merestone being on the line of a stone wall extended and making an interior angle of 72 degrees and 17 minutes with the former course, said stone wall extended is the easterly boundary of said Borough of Groton land; thence southerly on a line which is a prolongation of the easterly boundary wall of land of the said Borough of Groton Seven hundred thirty five (735) feet, more or less, to a point on the northerly boundary of land of the State of Connecticut, designated by a granite merestone and further described as being seventy six and five tenths (76.5) feet easterly of a C.H.D. merestone located on the said State of Connecticut boundary; thence easterly and northerly by and along land of the State of Connecticut, on a random line and curve designated as follows; one hundred forty three (143) feet to a C.H.D. merestone; thence by and along land of the State of Connecticut forming an interior angle of 155 degrees and 45 minutes two hundred eighty and thirty nine hundredths (280.39) feet; thence following a curve to the right of radius seven hundred

claims and demands whatsoever.

IN Witness where of, we have hereunto set our hands and seals this 5th day of November a d 1952.

Signed, sealed and delivered  
in presence of

J Rodney Smith

Thomas F Dorsey Jr.

Walter J Senkow L.S

Sophie Senkow L.S

State of Connecticut

County of New London ss New London November 5 1952

Personally appeared Walter J Senkow and Sophie Senkow signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed before me

I R Stamps

\$17.60 cancelled

J Rodney Smith

Commissioner of the Superior  
Court for New London County

Received for Record Nov 3 1952

at 9 a m

attest, *J. H. Kopp* Town Clerk

( Release of Mortgage)

Know all men by these presents That The Chelsea Savings Bank, a corporation located and doing business in the Town of Norwich, County of New London and State of Connecticut, acting herein by Carl N Holdridge, its Assistant Treasurer, hereunto duly authorizes does hereby release and discharge a certain mortgage from Edward V. and Marie E. Heffernan, husband and wife, both of the Town of Groton, County of New London and State of Connecticut, to wit The Chelsea Savings Bank, dated May 26, 1950 and recorded in the records of the Town of Groton, in the county of New London and State of Connecticut in Book 130 at page 135

IN Witness whereof, The Chelsea Savings Bank has caused these presents to be signed and sealed by Carl N Holdridge, its Assistant Treasurer, this 6th day of November a d 1952

Signed, sealed and delivered  
in presence of

May F Birracree

Dorothy C Galligan

The Chelsea Savings Bank seal

by Carl N Holdridge

Its Assistant Treasurer

State of Connecticut

County of New London ss Norwich, November 6 a d 1952

Personally appeared Carl N Holdridge, Assistant Treasurer of the Chelsea Savings Bank, and as such signer and sealer of the foregoing instrument, and acknowledged the same to be his and its free act and deed before me

seal

May F Birracree

Recd for Record Nov 6 1952 At 11.30 A m

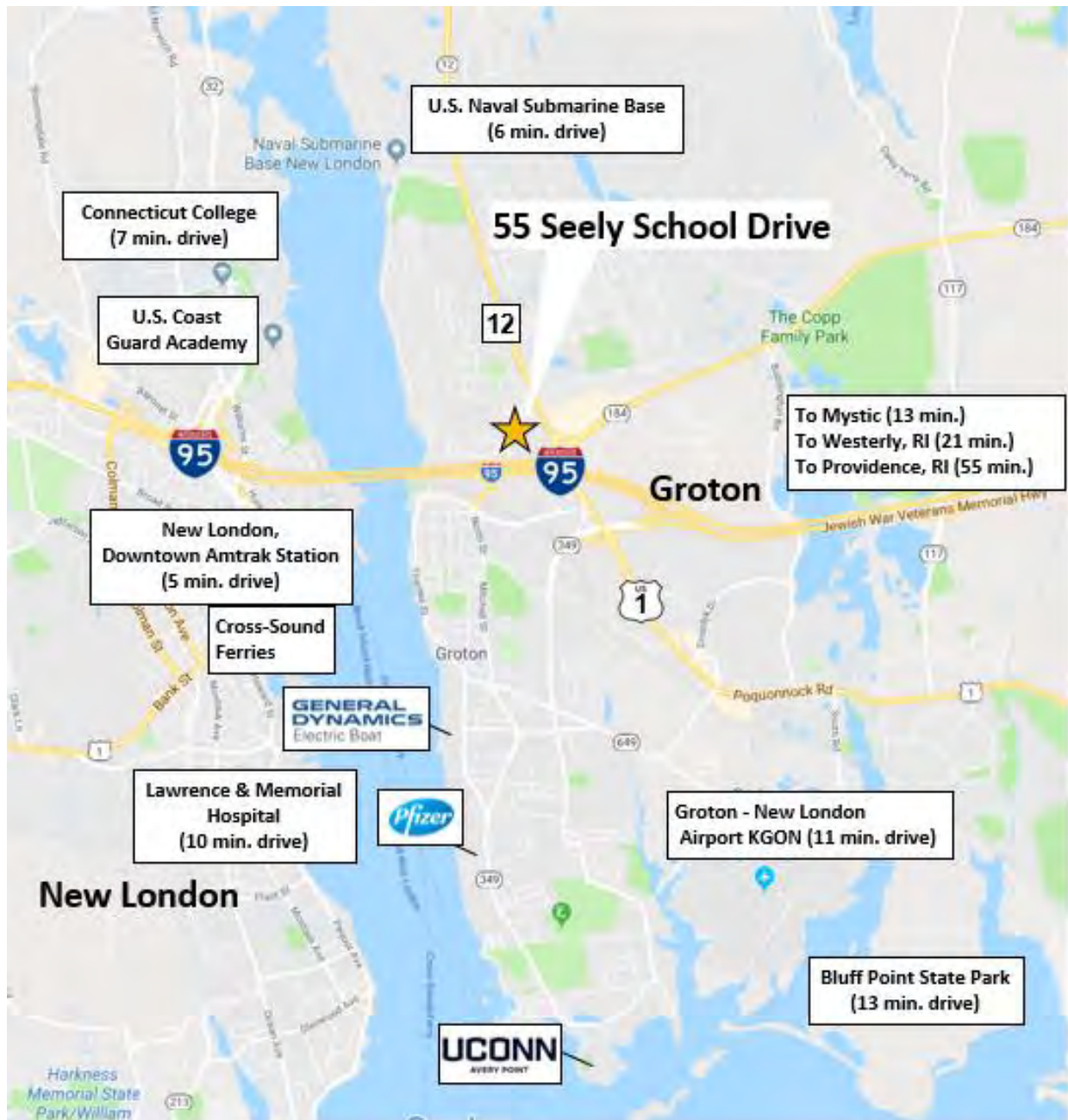
Notary Public

attest, *J. H. Kopp* Town Clerk

**SCHEDULE B**  
**REQUEST FOR PROPOSALS**



# Seely School Redevelopment Opportunity



Request for Qualifications  
**Development of Land**

55 Seely School Drive  
Groton, Connecticut



Issued by: The Town of Groton with Goman+York Property Advisors, LLC



## The Property

The Town of Groton invites proposals from experienced real estate developers for the development of an approximately 14-acre site located in Groton, Connecticut. The property, 55 Seely School Drive, is adjacent to a residential neighborhood, as well as commercial development. It is located entirely within the boundaries of the Town of Groton. It is the site of the former William Seely School, decommissioned approximately 12 years ago.

The property borders Walker Hill Road to the North and Interstate-95 to the South. It is highly visible from I-95 with good accessibility. Additionally, the site is 6 minutes (3 mi) driving away from The US Naval Submarine Base, 4 minutes (1.5 mi) from General Dynamics Electric Boat, 14 minutes from Lawrence and Memorial Hospital and 5 minutes (2 mi) driving from Pfizer's corporate headquarters. Currently, the land is zoned for Multifamily/Retail/Commercial use (CA-12).

The town is very interested in high-density residential or residential/mixed-use for the site and is ready to cooperate very progressively to see the right project through to fruition.

- Please refer to the Goman+York marketing package for further property details and market analysis.
- If needed, conceptual drawings can be produced by Goman+York, delineating some of the site's development potential.
- Copies of the 2016 Phase I assessment done by AEI Consultants will be made available to qualified developers.

1. Total Site area = 14 ac
2. Steep slope (>20%) = 3 ac +/-
3. Wetlands = 4 ac +/-
4. Remaining area = 10 ac +/-

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**Buildable area = 10.0 acres +/-**

## Seely School Redevelopment Opportunity



Prepared by

**GOMAN+YORK**  
PROPERTY ADVISORS

## **Submission Requirements**

Although the submittal format is flexible, at a minimum, please include the following information:

- 1. Letter of Transmittal** – Include a summary of your firm’s qualifications, experience, past projects of similar nature and size, and reasons for interest in this opportunity. The letter should be signed by a principal or authorized officer who may make legally binding commitments for the entity.
- 2. Team** – Please include the following information:
  - a) Principals of the firm
  - b) Résumés of key team members who would be involved in the project
  - c) A description of each team member’s proposed role and relevant experience with projects of similar nature and size
  - d) An organizational chart of the firm and any affiliated firms with whom you will be collaborating to provide the comprehensive development services required
- 3. Approach** – describe your firm’s view of the project and the manner in which your firm would propose to work with the Town of Groton to achieve the goals for this development:
  - a) Purchase price: Provide a proposal for financial compensation to the Town of Groton in consideration for the purchase or development of the Property. The price proposal should be clearly marked “Confidential”. There should be no reference to or discussion of the price in any other part of the Proposal.
- 4. Experience** – describe your firm’s relevant experience in the development of similar sites. As proof of such experience, provide detailed project descriptions and any other information or examples of experience pertinent to this RFQ. Prior experience as principal developer of multimillion-dollar real estate development projects is required.
- 5. Financial capacity** to execute a project of the magnitude envisioned by this RFQ

The selection committee will evaluate the proposals according to the following general criteria:

- a) Quality of the proposal and presentation;
- b) Experience, qualifications of the individuals who will work on the project;
- c) Financial strength and resources of the Respondent;
- d) Responsiveness and thoroughness of the proposal;
- e) Price will be considered but will not be the dispositive factor.

## **Stipulations**

- This RFQ is not a contract, and is not intended to form a contract, either by itself or in combination with any other document or action of the Town of Groton. The RFQ is published for the benefit of Town of Groton and its participants, and for the benefit of no other person.
- The Town of Groton acting in its sole and absolute discretion, may reject any and all, or parts of any or all proposals; may re-advertise this RFQ, may postpone or cancel it at any time; or change, adjust or modify the terms of the RFQ.
- Respondents are solely responsible for any and all costs incurred in relation to this RFQ. Respondents are solely responsible and without recourse to the Town of Groton for their own time, costs, and expenses of preparing and submitting an RFQ response, for time and expense in connection with providing any clarifications or additional information that may be requested by the Town of Groton, or for time and expense connected with any negotiation, presentation, or work performed in anticipation of executing a contract.

Prepared by

### **Stipulations - continued**

- Submissions found to be non-responsive will not be considered. A Submission may be rejected if it does not conform with the requirements and instructions of the RFQ.
- Respondents and their principals and related entities must be current on any taxes, loans, rents, fines or other funds owed to the Town of Groton in order to submit a proposal, otherwise they will not be considered responsible and their proposals will be rejected.
- Any Proposed Contract or any other document attached to or connected with this RFQ is not a contract, and is not intended to form a contract, either by itself or in combination with any other document or action of the Town of Groton.
- Respondents, by submitting proposals, waive any claim for damages or equitable relief against the Town of Groton, or any employee, officer or agent, of any kind, whether based on contract, breach of contract, implied contract, estoppel, quantum meruit, unjust enrichment, or any other claim at law or in equity, arising out of the RFQ, any proposal in response to the RFQ, any action, decision, or inaction of the Town of Groton in connection with the RFQ, or any resulting contract, or arising from the Property.

### **Submission Date & Time**

By **March 15, 2019**, please provide five (5) copies of the submittal in **printed** and one (1) **digital** formats (PDF) to:

Robert Montesi, Vice President  
Goman+York Property Advisors LLC  
1137 Main Street  
East Hartford, CT 06108  
(860) 866-7572

Digital format submittal may be sent via email to [rmontesi@gomanyork.com](mailto:rmontesi@gomanyork.com)

### **Inquiries**

All technical inquiries regarding the property should be directed to:

Robert Montesi, Vice President  
Goman+York Property Advisors LLC  
1137 Main Street  
East Hartford, CT 06108  
(860) 866-7572

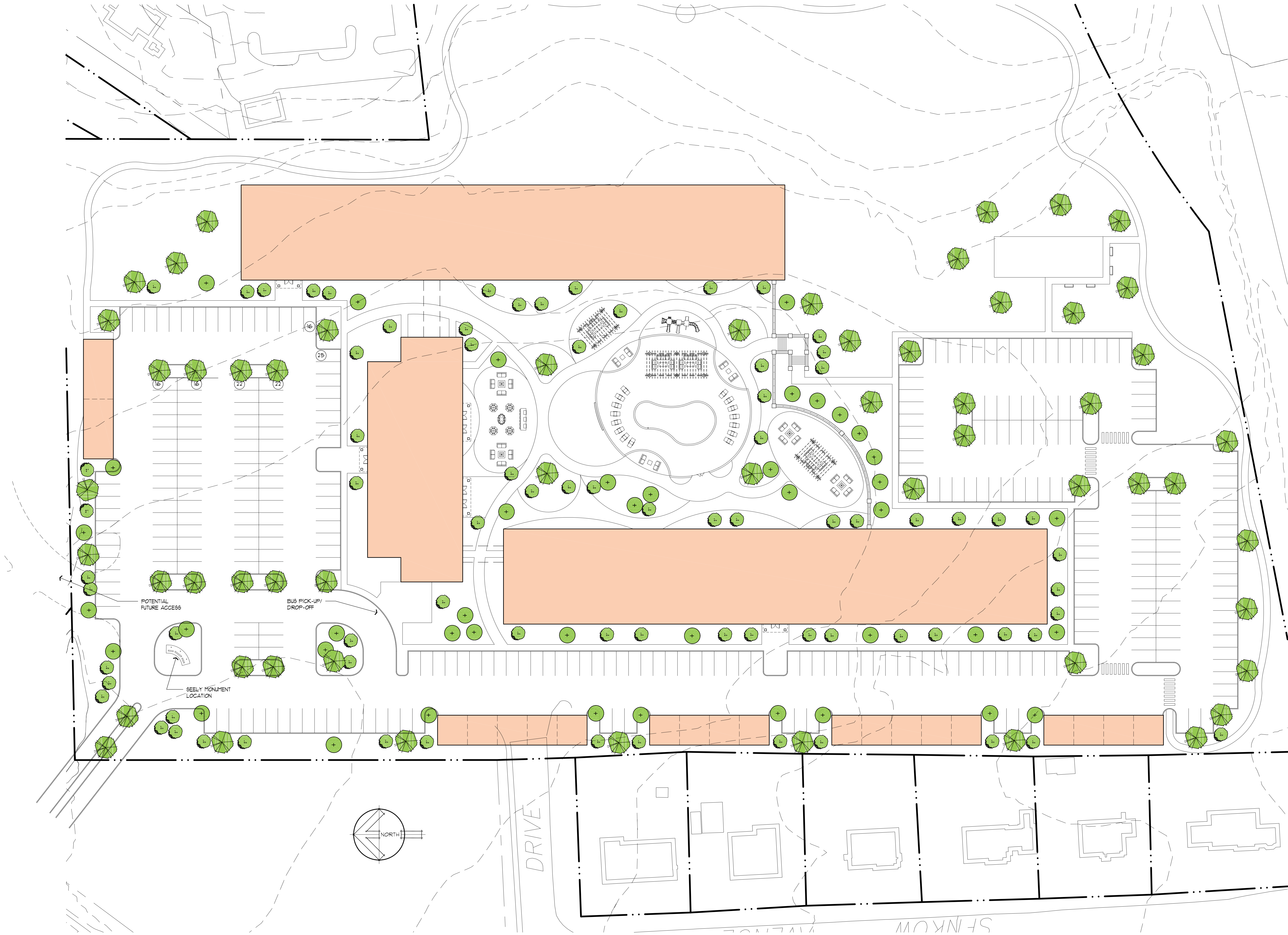
## **Contractual Obligations**

Once the winning proposal is selected, a contract between The Town of Groton and Contractor(s) will reflect the criteria below:

- Proof of adequate insurance coverage. Contractors shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).
- Respondent should provide a Certificate of Legal Existence, Certificate of Good Standing, or document of similar import, evidencing its existence in the state of its incorporation. Respondent should provide a corporate resolution of authority granting the signatory binding authority to act on behalf of the Respondent and all partners and/or subordinate entities.
- Financial Strength: Provide proof of the company's current financial status and its financial capacity to purchase, develop and or operate the Property. Include financial information of any other corporate affiliate or parent company upon whose resources Respondent may rely for completion of the Project. Such documentation may include, without limitation, credit information, credit references, annual reports and audited financial statements for the last 3 years. Such information should be clearly marked "Confidential".
- Litigation History:
  - a) Has the Respondent (or any of its principals currently, or in the last five (5) years, been the subject of any bankruptcy, insolvency, reorganization or liquidation or receivership proceedings? If so, please explain.
  - b) Has the Respondent (or any of its principals) currently, or in the last five (5) years, been the subject of any litigation, investigation or proceeding before or by an arbitrator or governmental authority involving: (1) Respondent default or claims of breach by a governmental authority or failure to perform services in accordance with the terms of one or more agreements with governmental authorities; (2) Conviction of a criminal offense, including, but not limited to fraud, embezzlement or dishonest acts with respect to obtaining, attempting to obtain or performing a transaction or contract for a governmental authority or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, tax evasion, violating federal criminal tax laws, or receiving stolen property; (3) Violation of federal or state antitrust statutes relating to the submission of offers or proposals or the commission of any unfair trade practices; (4) Tax and securities law violations, including fraud and delinquency; (5) Ethics, conflict of interest, corrupt practice and campaign contributions violations; (6) Breach of duty of good faith and fair dealing; or, (7) Violation of the U.S.A. Patriot Act provisions pertaining to business practices. If so, please explain.
  - c) Is there any litigation or governmental or regulatory action pending or threatened against the Respondent or its principals that might have a bearing on the ability of the Respondent to provide the services necessary to meet the requirements as set forth in this RFQ? If so, please explain.
  - d) Provide information regarding any contractual litigation, arbitration and mediation cases for the last five (5) years that are material or relevant to this RFQ.

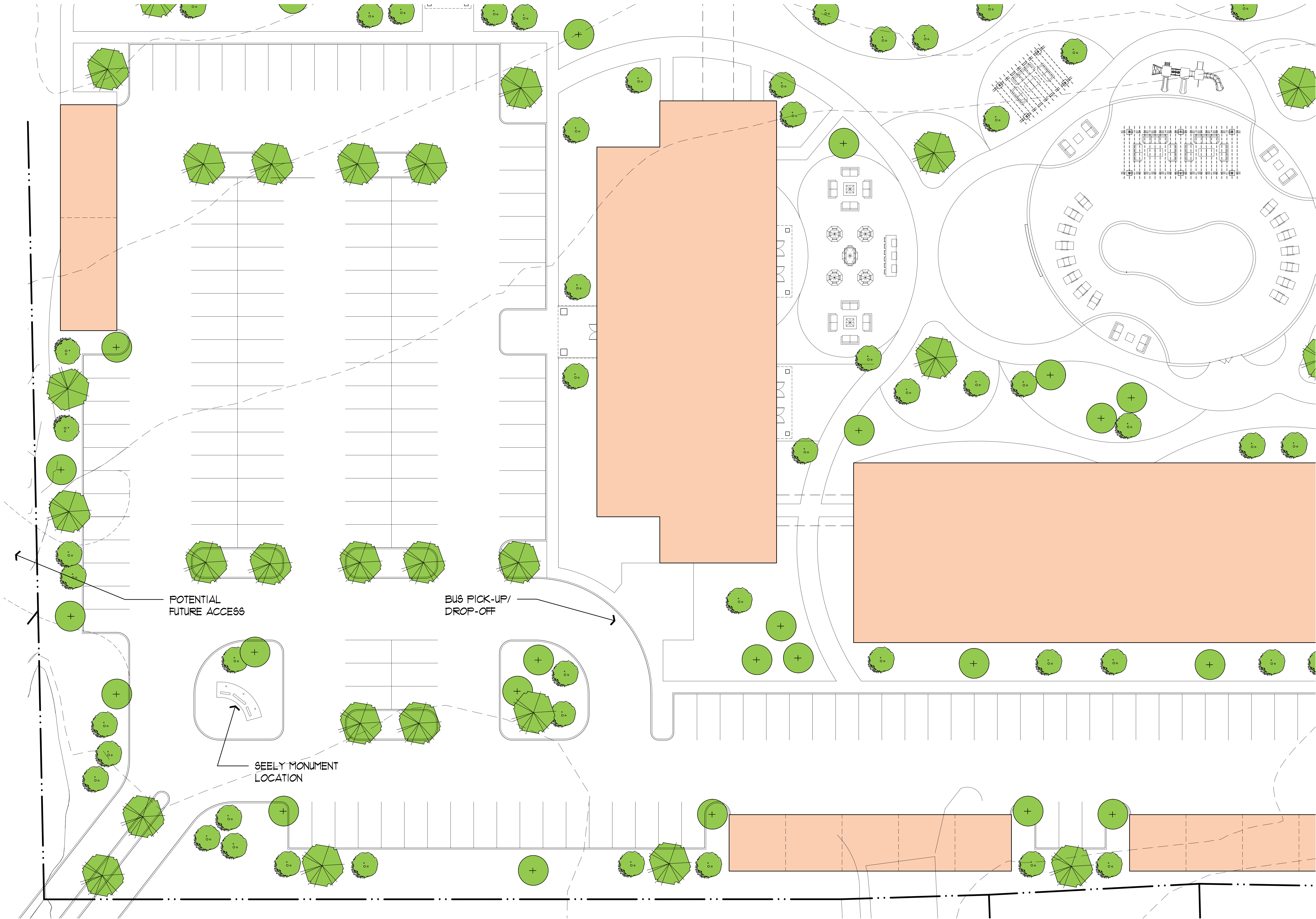
**SCHEDULE C**  
**CONCEPTUAL PLAN**





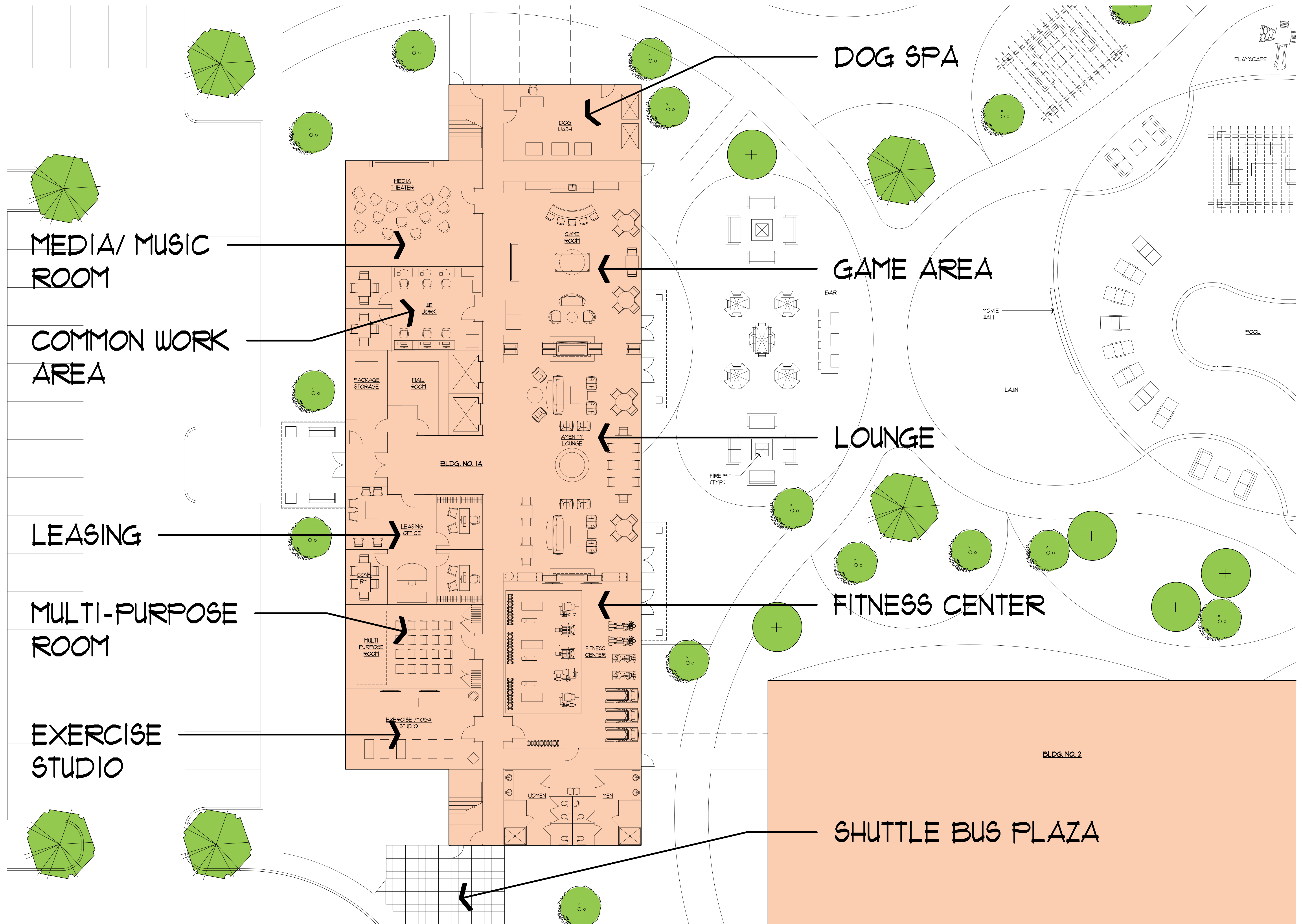
Architect:	The SULLIVAN Architectural Group 155 Broad Street, Milford, Connecticut 06460 ph: (203) 254-8680	Consultant:	Project:	GROTON 55 Seeling School Drive Groton, Connecticut	Drawing Title: PROPOSED SITE PLAN	Revisions:
Seal:						
Date:	2/19/20					
Project No.:	-					
Drawn by:	JAM					
Scale:	1"=30'					
A-100						





Architect:	<b>The SULLIVAN Architectural Group</b> 155 Broad Street, Milford, Connecticut 06460 ph: (203) 254-8680	Consultant:	<b>GROTON</b> 55 Seeling School Drive Groton, Connecticut	Drawing Title:	<b>PARTIAL SITE PLAN</b>	Revisions:	
Seal:							
Date:	2/19/20						
Project No.:	-						
Drawn by:	JAM						
Scale:	1/16"=1'-0"						
<b>A-100.2</b>							





Revisions:

Drawing Title:  
BLDG. 1A:  
CLUBHOUSE PLAN

Project:  
GROTON  
55 Seeling School Drive  
Groton, Connecticut

Consultant:

Architect:  
**The SULLIVAN**  
Architectural Group  
155 Broad Street, Milford, Connecticut 06460  
ph: (203) 254-8680

Seal:

Date: 2/19/20

Project No. -

Drawn by: SPT

Scale: 1"=10'

**A-100.1**





CONCEPTUAL SITE PLAN

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TRITON SQUARE

55 SEELY SCHOOL DRIVE AND WALKER HILL ROAD  
GROTON CONNECTICUT      FEBRUARY 19, 2020





















FRONT VIEW LOOKING SOUTH  
GROTON, CONNECTICUT

The  
SULLIVAN  
Architectural Group  
155 N. Broad Street, Milford, CT. 06460  
ph: (203) 254-8680 fx: (203) 254-8683







