

LEASE

THIS INDENTURE, made by and between the TOWN OF WINCHESTER, a Connecticut municipal corporation with an office at 338 Main Street, Winchester, Connecticut 06098, hereinafter referred to as the "LANDLORD"; and WINCHESTER HOUSING PARTNERS INC., a Connecticut corporation with an office at 117 Spencer Street, Winsted, Connecticut 06098, hereinafter referred to as "TENANT".

WITNESSETH

DEMISED PREMISES:

1. The LANDLORD hereby demises and leases unto the TENANT and the TENANT hereby hires and takes from the LANDLORD, for the term and upon the obligations hereinafter specified, the premises described as follows: the building and attached parking lot located at 201 Pratt Street, Winchester, Connecticut formerly occupied by The Batcheller School (hereinafter referred to as the "Premises").

TERM:

2. The term of this Lease shall be for two (2) years, beginning May 1, 2023, and ending April 30, 2025. The LANDLORD and TENANT may agree to an extension of the lease upon terms mutually agreeable to both parties.

USE OF PREMISES

3. The premises are to be used for the purposes of affordable housing. "Affordable housing" is defined as tenants whose income is at or below 100% of the area median income with at least 80% of the units occupied by persons who meet that

threshold. TENANT shall restrict its use to such purposes, and shall not use or permit the use of the premises for any other purpose without the written consent of LANDLORDS or LANDLORDS' authorized agent. It is further agreed between the parties hereto that the TENANT shall comply and conform to all of the laws of the State of Connecticut, and to the by-laws, rules and regulations, and ordinances of the Town of Winchester, the Winchester Planning and Zoning Commission and any subdivision thereof, relating to health, nuisance, fire, highway and sidewalks, so far as the premises hereby leased are or may be concerned, and to save the LANDLORD harmless from all fines, penalties and costs for violation or non-compliance with the same. The premises shall at all reasonable time be open to the inspection of the LANDLORD or the LANDLORD'S agents, and for necessary repairs.

RESTRICTIONS ON USE:

4. TENANT shall not use the premises in any manner which would increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of TENANT's business purposes. TENANT shall not keep, use, or sell anything prohibited by law or by any policy of fire insurance covering the premises and shall comply with all applicable laws and all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

QUIET ENJOYMENT:

5. The LANDLORD covenants that the TENANT, in paying said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

SECURITY DEPOSIT:

6. No security deposit is paid herewith.

ASSIGNMENT:

7. This Lease may not be assigned by the TENANT, without consent of the LANDLORD.

WASTE:

8. TENANT further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable materials, and other objectionable matter and shall pay for its own janitorial service in connection with the upkeep of the premises and the removal of waste, and trash.

HEAT, UTILITIES & WATER:

9. The water service and heat service furnished to the demised premises shall be paid for by the TENANT. Electricity services, air conditioning, telephone services and security services furnished to the demised premises for the benefit of the TENANT shall be paid for by the TENANT.

LAND MAINTENANCE:

10. TENANT agrees further to maintain the premises and to remove accumulations of snow and ice from the sidewalk and parking areas at their sole cost and expense. TENANT shall be

fully responsible for the cost of routine trash removal from the Premises. TENANT shall also be fully responsible for trash removal associated with alterations and improvements to the Premises.

CONDITION OF PREMISES:

11. The TENANT agrees: (a) that TENANT has fully inspected the demised Premises and is fully satisfied with the physical condition thereof, (b) that except as otherwise herein expressly set forth TENANT leases the Premises AS IS, (c) that neither the LANDLORD nor any representative of the LANDLORD has made any representation as to the present or future condition upon which the TENANT relies except as herein expressly set forth, and (d) that LANDLORD has made no promise to furnish, redecorate, alter, repair, or improve the leased Premises except as may be expressly set forth. The TENANT shall quit and surrender the premises at the end of the demised term or upon sooner termination of the Lease in as good condition as they are now in, ordinary wear, tear and use excepted unless TENANT shall subsequently purchase the premises.

REPAIRS:

12. Except as may be hereinafter set forth, TENANT shall make all necessary heating system, structural and roof repairs and all interior repairs to the Premises necessitated by any structural failure or leaks in the roof. TENANT shall also be responsible for painting and general upkeep of the exterior of the building, as needed, as well as the repair or replacement of

all mechanical systems. TENANT shall maintain and make all other necessary repairs to the interior of the Premises, and shall restore and make good any injuries to said Premises or damages or loss to LANDLORD caused by the act, default or neglect of TENANT, his agents, servants or invitees, and failing to do so, TENANT shall be liable to LANDLORD for any damage or expense incurred by LANDLORD in making good any damages arising therefrom. TENANT shall also: (a) replace all broken and cracked windows, including plate glass; (b) repair and replace (when necessary) all door hardware, latches and door closures; (c) perform all touch-up painting to the interior of the Premises; (d) protect all water piping and plumbing fixtures from freezing; (e) repair all leaking faucets; (f) clear plugged toilets, urinals, wash basin and catch basins; (g) supply, maintain and replace (when necessary) all commode tops, waste baskets, soap dispensers, mirrors, shelves, and coat hooks; and (h) replace when necessary all lamps (incandescent, fluorescent, mercury, etc.) and ballasts for the Premises and keep light fixtures and lamps clean.

Any window panes that are broken on the effective date of this lease, shall be the responsibility of the LANDLORD to repair.

ALTERATIONS:

13. Any and all alterations, additions and improvements desired by TENANT will be made at TENANT'S sole cost and expense and in conformity with all Connecticut Basic Building Code regulations. TENANT shall obtain all permits necessary to make

such alterations, additions and improvements all at its sole cost and expense.

All permanent erections, alterations, additions and improvements which may be made upon the premises either by the LANDLORD or the TENANT, shall, unless otherwise agreed at the time of installation be the property of the LANDLORD and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.

TENANT may remove all temporary erections, alterations, additions or improvements provided by TENANT, and TENANT may remove all personal property including furniture and trade fixtures installed at the expense of TENANT so long as removal of same shall not materially damage the demised premises.

TENANT may renovate the premises after review and approval by the LANDLORD, which approval shall not be unreasonably withheld.

CASUALTY LOSS:

14. In the event of the total destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly untenable or unfit for occupancy, or should the demised premises be so badly damaged that the same cannot be repaired within one hundred twenty (120) days from the happening of such damage, then and in such case the term hereby created shall, at the option of the LANDLORD or the

TENANT, cease and become null and void from the date of such damage or destruction, and the TENANT shall immediately surrender the premises and all the TENANT'S interest therein to the LANDLORD, and shall pay costs only to the time of such date of damage and destruction, in which case the LANDLORD may reenter and repossess the premises thus discharged from this Lease and may remove all parties therefrom. Should the demised premises be rendered untenable and unfit for occupancy, but yet repairable within one hundred twenty (120) days from the happening of said injury, the TENANT may enter and repair the same with due diligence. The TENANT shall immediately notify the LANDLORD in case of fire or other damage to the premises.

MECHANIC'S LIENS:

15. In the event that any Mechanic's Lien is filed against the premises as a result of alterations, additions or improvements made by the TENANT, the LANDLORD, at its option, after ninety (90) days' notice to the TENANT, may terminate this Lease and may pay the said lien, without inquiring into the validity thereof, and the TENANT shall forthwith reimburse the LANDLORD the total expense incurred by the LANDLORD in discharging the said lien, including a reasonable Attorney's fee, court costs and other expenses as additional rent hereunder. PROVIDED, HOWEVER, that TENANT shall have the right to provide bond in a sufficient amount to guarantee payment in full for any such Mechanic's Lien including all Court costs and Attorney's fees which may be charged to TENANT hereunder on account of such

lien. TENANT agrees to indemnify LANDLORD and hold it harmless from any obligation to satisfy amounts claimed due under the said lien. In the event that such bond shall be provided as required hereunder or TENANT shall otherwise secure and file on the Town of Winchester Land Records a release of said lien within the aforesaid 90 day period, LANDLORD'S option to terminate this Lease shall be null and void.

SIGNS:

16. The TENANT shall have the privilege of erecting and maintaining a suitable sign on the demised premises subject only to be pre-approved by the LANDLORD. The type and location of such sign will be approved by LANDLORD and no permanent or temporary signs will be allowed without the written permission of LANDLORD.

SUBORDINATION OF LEASE:

18. This Lease is not subject to and is hereby, not subordinated to all present and future mortgages and deeds of trust affecting the demised premises or the property of which said premises are a part.

INDEMNIFICATION:

19. The TENANT agrees to indemnify and save LANDLORD harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or on the demised premises, except that TENANT shall not be responsible for claims or liabilities arising out of gross negligence or willful misconduct of the LANDLORD, his employees or his agents.

INSURANCE; INDEMNITY:

20. The TENANT agrees to insure the building containing the demises Premises against damage or destruction by fire and extended hazards in an amount at least equal to the replacement cost thereof. The TENANT covenants and agrees not to do or permit anything to be done in or about the Premises that will increase the insurance premiums for such building, or to do or permit anything to be done contrary to the terms, covenants, and conditions of such policy or policies.

LANDLORD shall have no obligation to keep the Premises insured for the benefit of the TENANT, and TENANT shall obtain and maintain at TENANT'S expense such insurance as it desires on the demised Premise or on the personal property of TENANT located thereon.

TENANT shall, at its own expense, during the entire term of this Lease, carry general liability and property damage insurance covering the Premises with minimum limits of Five Million Dollars (\$5,000,000.00) Dollars for injury or death of any one person and Five Million Dollars (\$5,000,000.00) Dollars for injury or death to more than one person and One Million Dollars (\$1,000,000.00) Dollars property damage, the policies for the same to be written in standard Connecticut form; and TENANT shall name LANDLORD as an additional insured therein and deliver to LANDLORD certificates evidencing such insurance, or at LANDLORD'S option, deliver said policies to TENANT.

RIGHT OF ENTRY:

21. The LANDLORD, or its agents, shall, have the right, upon reasonable notice to enter the demised premises during normal business hours to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the LANDLORD to make any such repairs, additions or alterations), or to exhibit same to prospective purchasers, for three (3) months prior to the expiration of the demised term. During such period of time the LANDLORD, or its agents, may exhibit the premises to prospective TENANTS, and may place the usual "To Let" signs thereon. LANDLORD agrees that in the event of any of the above entries it will not interfere with the operation with TENANT'S business. PROVIDED, FURTHER, HOWEVER, that LANDLORD shall have the right to enter in and upon the premises at any time in the event of an emergency.

COMPLIANCE WITH LAWS:

22. The TENANT agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the TENANT in the demised premises.

EMINENT DOMAIN:

23. In the event that all of the demised premises are taken for any public or quasi-public use, under any power of Eminent Domain or Condemnation, this Lease shall terminate as of the date

of such taking. TENANT shall receive that part of the award attributed to the value of any improvements erected by the TENANT on the premises and for the value of any fixtures installed by it therein, and expenses relating to the relocation of its business.

BREACH:

24. In case of violation by the TENANT of any of the covenants, agreements and conditions of this Lease, or of the reasonable rules and regulations now or hereafter to be established by the LANDLORD, or in the event that the TENANT shall fail or refuse to take possession of the Premises at the commencement of the demised term, or if the Premises shall be deserted, abandoned, or vacated prior to the expiration of the term hereof, or if the TENANT shall commit waste or misuse the Premises or suffer the same, or attempt to assign, sublet or underlet the Premises, or to alter the Premises, other than as provided for herein, and shall not have cured such default within ten (10) days after notice thereof is given to TENANT; then at the option of the LANDLORD this Lease shall be terminated; all rights of the TENANT to possess the Premises under this Lease shall be forfeited; and LANDLORD or his agents shall have the right to re-enter the Premises at any time without demand or notice and to repossess the same, and without such re-entry to recover possession thereof in the manner prescribed by the statute relating to summary process, it being understood and agreed that no demand or re-entry for condition broken shall be required as to common law but are expressly waived by TENANT, and

to re-let the same or any part thereof as agent of the TENANT upon such terms as shall be satisfactory to the LANDLORD and to collect the rent therefore and apply the rent so collected to the payment of TENANT'S debt and all other sums due LANDLORD hereunder. Such re-entry by the LANDLORD shall not operate to release the TENANT from any costs to be paid or covenants to be performed hereunder during the full term of this Lease. For the purpose of reletting, the LANDLORD shall be authorized to make such repairs or alterations in or to the leased Premises as may be necessary to place the same in good order and condition. The TENANT shall indemnify the LANDLORD for the cost of any such eviction or dispossession, for the cost of such repairs or alterations and all other reasonable expenses of such reletting, including attorney's fees, and if the sum realized or to be realized from the reletting is insufficient to satisfy the monthly or term rent provided in this Lease, the LANDLORD, at his option, may hold the TENANT in advance for the entire deficiency to be realized during the term of the reletting. For the purposes of this Paragraph, the Premises shall be deemed abandoned when TENANT vacates the Premises irrespective of whether or not keys have been delivered to LANDLORD.

TENANT waives all rights to the service of a notice to quit prior to LANDLORD exercising its rights under Connecticut law.

HOLDING OVER:

25. In the event that the TENANT shall remain in the demised premises after the expiration of the term of this Lease,

such holding over shall not constitute a renewal or extension of this Lease.

BANKRUPTCY OF TENANT:

26. It is further agreed that if at any time during the term of this Lease the TENANT shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the TENANT, then the LANDLORD may, at its option, terminate this Lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the TENANT or the TENANT'S estate, but such termination shall not release or discharge any payment of costs payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the TENANT, or the TENANT'S legal representative. Nothing contained herein shall operate as a waiver of TENANT'S rights under the applicable Bankruptcy provisions.

REMEDIES:

27. The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies a LANDLORD and TENANT would otherwise have by law.

ATTORNEY'S FEES:

28. The parties agreement that in the event of a dispute over the obligations of either LANDLORD or TENANT under this Lease, the prevailing party shall be reimbursed by the other

party for any court costs, attorney's fees and other expenses reasonably incurred by the prevailing party in enforcing this Lease.

COMMERCIAL TRANSACTION:

29. The parties agree that this is a commercial transaction, and TENANT waives his right to notice and hearing should LANDLORD seek a prejudgment remedy against TENANT pursuant to the provisions of Sections 52-278a through 52-278f of the Connecticut General Statutes, as the same may be from time to time amended.

NOTICE OF LEASE:

30. LANDLORD agrees upon TENANT'S request and at TENANT'S expense to cooperate in the execution and filing of a statutory Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes.

BINDING EFFECT:

31. All of the terms, covenants and conditions of this Lease shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

ENTIRE AGREEMENT:

32. The terms and conditions herein contained constitute the entire agreement between the parties and shall supercede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreements or understandings

varying, or extending the same will be binding upon either of the parties hereto unless in writing, signed by the duly authorized officer or representative of the TENANT and by the LANDLORD or its duly authorized representative.

EFFECTIVE UPON EXECUTION:

33. No rights are to be conferred upon the TENANT until this Lease has been signed by the LANDLORD, and an executed copy of this Lease has been delivered to the TENANT.

ORAL MODIFICATION:

34. This Lease may not be changed orally.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of , 2023.

LANDLORD

TOWN OF WINCHESTER

By _____
Joshua Kelly, Town Manager

TENANT

WINCHESTER HOUSING PARTNERS INC.

By _____

OPTION TO PURCHASE

KNOW ALL MEN BY THESE PRESENTS, that we, TOWN OF WINCHESTER, a Connecticut municipal corporation with an office at 338 Main Street, Winchester, Connecticut 06098, hereinafter referred to as "Optionor") for and in consideration of the sum of Five Hundred and 00/100 (\$500.00) Dollars, paid to them by NORTHWEST SENIOR HOUSING CORPORATION, a Connecticut corporation with an office at 117 Spencer Street, Winsted, Connecticut 06098, (hereinafter referred to as "Optionee") the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Optionor does hereby give and grant to Optionee the exclusive right or privilege of purchasing the real property located on 201 Pratt Street, Winchester, Connecticut, and more particularly described in Schedule A attached hereto and made a part hereof for the sum of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars.

The option price for said property is \$500.00 which shall be due and payable upon the signing hereof. This option price shall be nonrefundable unless:

1. Optionor is unable to convey clear, marketable and insurable record title to said property on the date of closing.
2. Optionee is unable to secure the approval of all Town of Winchester Land Use Commissions for Optionee's proposed

construction on and improvements of the subject property within one hundred eighty (180) days of the date hereof.

In the event that Optionee shall not receive such land use approvals or the construction and improvement approvals as provided above or Optionor shall be unable to convey clear, marketable and insurable record title to said property as provided above, Optionee shall have the right to rescind this Option to Purchase and shall, upon written demand delivered to Optionor at the address hereinafter specified, be entitled to the immediate return of the entire \$500.00 Option Price paid hereunder.

Notice of Optionee's election to purchase said property shall be given to Optionor in writing addressed to Optionor at P.O. Box 776, Canaan, Connecticut, 06018, and shall be sent to Optionor by certified mail, return receipt requested on or before April 30, 2025.

Upon tender of timely election to purchase said property, said purchase shall take place under the terms and conditions as are more fully set forth in the Contract of Sale annexed hereto and made a part hereof as Exhibit B.

The closing of title shall be held no more than twenty-one (21) days from the date of Optionor's receipt of Optionee's timely notice of election to purchase.

In the event that Optionee shall fail to give said notice of election to purchase pursuant to the terms of this option on or

before April 30, 2025, or shall advise Optionor in writing of its intent to let such option lapse then, and in such event, this option shall be null, void and of no further force or effect and Optionor shall be entitled to retain the entirety of the option price paid as aforesaid and Optionee hereby irrevocably waives all claims thereto.

This Option may not be assigned by the OPTIONEE, without consent of the OPTIONOR.

In witness whereof, the parties hereto have set their hands and seals this ____ day of _____, 2023.

OPTIONOR

OPTIONEE

TOWN OF WINCHESTER

NORTHWEST SENIOR HOUSING
CORPORATION

By _____
Joshua Kelly, Town Manager

By _____

CONTRACT OF SALE

CONTRACT OF SALE, made this ____ day of March, 2023, between TOWN OF WINCHESTER, a Connecticut municipal corporation with an office at 338 Main Street, Winchester, Connecticut 06098, hereinafter called the Seller and NORTHWEST SENIOR HOUSING CORPORATION, a Connecticut corporation with an office at 117 Spencer Street, Winsted, 06098, hereinafter called the Purchaser.

WITNESSETH: That the Seller hereby agrees to sell and convey and the Purchaser hereby agrees to purchase all that certain real property together with all appurtenances thereto and all improvements thereon, located at 201 Pratt Street, in the Town of Winchester, County of Litchfield and State of Connecticut, and more particularly described in Exhibit A attached hereto and expressly made part of this Contract.

The following are the Terms and conditions of this Contract:

1. CONSIDERATION

The purchase price is \$300,000.00
to be paid and received in the following
manner:

a. A deposit held by Attorney Kevin F.
Nelligan \$ 10,000.00

b. In cash or valid check upon the
signing of a Contract of Sale \$

c. In cash, valid Purchaser's Certified
Check, or Bank Draft, on delivery of the
deed, the sum of \$290,000.0

2. CLOSING

The Closing of Title (hereinafter the "Closing") shall take place at the office of The Law Offices of Kevin F. Nelligan, LLC, Attorney, 194 Ashley Falls Road, Canaan, Connecticut, 06018 on _____, at 10:00 A.M. or sooner by agreement of the parties.

3. DEED

At the Closing there shall be delivered by the Seller at his expense possession of the premises (unless otherwise herein provided for) and

____ a. A deed containing the usual covenants of warranty used in Connecticut practice sufficient to convey to the Purchaser marketable title to the premises free from all encumbrances and defects not excepted in this Contract, or

____ b. A fiduciary deed containing the usual covenants of warranty used in Connecticut practice in respect to such conveyances, or

X c. A quit claim deed in form used in Connecticut practice. The deed shall contain restrictions that the property shall only be used for affordable housing for all ages and shall contain reverter language if the said restrictions are violated.

The purchaser shall bear the expense of recording said deed and of filing survey, if any. Any title search or survey desired or required by the Purchaser shall be at his own expense unless otherwise provided herein.

At closing, the Seller will provide statements of conveyance taxes due the Town and the State, together with funds to pay the same.

4. FIXTURES

All fixtures attached or appurtenant to or used in connection with said premises are represented to be owned by the Seller, free from all liens and encumbrances, except as herein stated, and are included in this sale. Without limiting the generality of the foregoing, such fixtures include lighting, heating and plumbing fixtures, all bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, curtain rods, window boxes, storm windows and doors, automatic door openers (with remote controls), screens and screen doors, shrubbery and plants, TV antennas and rotors.

The Seller represents that there are no leased fixtures on the premises; and he further represents that all of the above fixtures will be in the same condition at the time that Purchaser takes possession of the subject premises as they are on date of this Contract, reasonable wear and tear excepted.

5. RISK OF LOSS

Throughout the period between the date of this Contract and the Closing, all risk of loss shall be on the Seller, but the Seller shall keep the buildings on the premises insured against loss by fire, or other casualty, and should any of said buildings be destroyed or damaged by fire or other such casualty and not be restored to its present condition during such period, the Purchaser shall have the option either of accepting title to the premises, and of receiving the benefit of all insurance monies received on account of such destruction or damage less any sums expended by Seller for repair or protection of such damaged premises, or of rescinding this Contract. In the latter case there shall be the same refund of all sums theretofore paid on account of the purchase price and reimbursement of expenses incurred by the Purchaser as is provided for hereunder.

6. DEPOSITS. The deposits specified shall be made at the stated times. All deposits shall be made by check payable to the Listing Broker as escrow agent. Prior to the Closing of Title, the Listing Broker may pay the deposit funds to the Seller's attorney who shall hold them as escrow agent pending the Closing of Title. In the event any deposit funds payable pursuant to this Agreement are not so paid by Buyer, Seller may give written notice of such failure to Buyer(s) at the address specified in Paragraph 1 by certified mail, and if such notice is given and a period of five (5) days thereafter elapses without Buyer have corrected such failure, Seller may (1) declare Buyer to be in default, and (2) terminate this Agreement and the Seller shall be relieved of all obligations hereunder. In the event that this Agreement is terminated, Seller and Buyer agree to provide such permissions for release of the escrow monies as escrow agent may reasonably require. In the event of a dispute concerning the return of deposits held in escrow which results in court action, both the prevailing party and the escrow agent shall be entitled to reasonable attorney's fees from the losing party. In the event that the escrow agent commences a court action to determine the rights of the parties to deposits held in escrow, the escrow agent shall be entitled to attorney's fees, marshal's fees and docket fees to be paid out of the escrowed deposits. The parties agree that escrow agent will not be liable for the release of escrow monies in accordance with this Agreement or for errors of judgment in the release of escrowed deposits unless such errors are the result of gross or intentional misconduct.

7. Property to be maintained; Property Condition Disclosure. Except as may be set forth elsewhere in this Agreement Property is being sold "as is". Seller agrees to maintain Property with all buildings, landscaping and other improvements thereon, all appurtenances thereto, and any personal property included in the sale in the same condition, reasonable wear and tear excepted, as they were on the date of this Agreement. Buyer shall have the right to make a final inspection of the Property during a 48-hour period prior to closing. In the event Seller has failed to provide Buyer with a copy of the Uniform Property Condition Disclosure Report required by Public Act 95-311 and is not exempt from the Act, Seller shall credit Buyer with the sum of \$500.00 at closing as required by law.

8. APPORTIONMENTS

The amount payable at Closing hereunder shall be adjusted by apportionment of the following items as of the date of the Closing, in accordance with the custom of the Bar in the County in which the premises are situated:

a. Taxes of the Town wherein the premises are situated on the Grand List of October 1, 2021, (if any taxes to be apportioned have not been determined as of the Closing, such apportionment shall be based on the last available rate and valuation);

b. Any fixed rate water or sewer charges;

c. Assessment payments, including interest thereon, on any sewer, water or other municipal improvement lien;

d. Interest on any mortgage being assumed by the Purchaser hereunder;

e. Fuel oil or bottled gas;

f. Rents;

g. Fire, sewer and lighting district taxes;

h. Dues and charges of property owners' associations, if any, including road maintenance agreements.

9. POSSESSION

Full possession of said premises, free from all tenants and occupants except as may be otherwise specifically provided herein, shall be delivered to the Purchaser at closing.

10. LIEN FOR POLLUTION

Seller represents that he is not liable for repayment of any sums due to the Commissioner of the Department of Environmental Protection on account of any monies paid by said Commissioner pursuant to Connecticut General Statutes Section 22a-451.

Seller covenants that in the event that said Commissioner shall file a lien affecting title to the premises described in Exhibit A attached hereto pursuant to Connecticut General Statutes Section 22a-452a, that Seller shall, within ten (10) days after receipt of written notice from Purchaser of the filing of such lien, pay to said Commissioner all sums necessary to discharge said lien and shall pay all recording fees required to file the discharge. This representation and covenant shall survive delivery of the deed.

11. TITLE

If the Seller shall be unable, either on the date set for the Closing or within sixty (60) days thereafter or prior to the expiration of Purchaser's mortgage commitment or interest rate lock, whichever shall first occur, to convey marketable title to the premises free from all encumbrances and defects not excepted in this Contract, the Purchaser shall have the option either of accepting such title as the Seller can convey, or of rescinding this Contract. It is mutually understood and agreed that no matter shall be construed as an encumbrance or defect in title so long as such matter is not construed as an encumbrance or defect rendering the title unmarketable under the Standards of Title of the Connecticut Bar Association. If the Purchaser shall elect to rescind this Contract, the Seller forthwith shall refund all sums theretofore paid by the Purchaser on account of the purchase price, and also shall reimburse the Purchaser for reasonable expenses actually incurred by the Purchaser for the examination of the title to the premises and survey thereof, if any, whereupon all rights and liabilities of the parties under this Contract shall terminate and become null and void, and all further claims and obligations between the parties hereto, by reason of this Contract, shall thereupon be released and discharged.

12. EXCEPTIONS TO TITLE

The Premises will be conveyed by the Seller and accepted by the purchaser subject to the following:

a. Any and all provisions of all applicable zoning, planning, inland wetlands, historic district or other land use ordinances, regulations or restrictions or any municipal regulation or public law, provided the same are not known by the parties to be in violation at the time of Closing;

b. Taxes, not delinquent as of the Closing, of the Town and any other taxing district in which the premises are situated, which taxes the Purchaser agrees to assume and pay as part of the consideration for the deed;

c. Any riparian, drainage or littoral rights of others, common law or statutory, in and to any stream or other body of water adjoining or passing through the premises;

d. Assessments which may on or after the date of Closing be levied against or become a lien on the premises for any municipal improvements;

e. Any state of fact which a physical inspection or accurate survey of the premises might disclose;

f. Easements, restrictions and other encumbrances set forth in Exhibit A attached;

g. Seller agrees to execute at Closing any affidavit regarding mechanic's liens, persons in possession of said premises, surveys or any other documents required by Purchaser's lender or title insurance company.

13. DEFAULT

If the Purchaser shall fail to comply with any term of this Contract by the time set for the Closing, the Seller shall have the right to hold and retain all sums of money paid in accordance with this Contract or any modification or extensions thereof, as liquidated damages for the breach of this Contract to cover Seller's costs, legal fees, miscellaneous costs incidental to the sale and maintenance of the subject property, plus loss of time in finding a willing and able buyer, and to declare that all rights and remedies hereunder, except as further provided by this

paragraph, shall cease and be at an end.

In this case the Purchaser shall immediately return his copy of this Contract to Seller for cancellation. If this Contract shall have been recorded by either party hereto, the Purchaser shall, at his own expense, deliver to the Seller a Quit Claim Deed releasing any and all interest hereunder. If the Purchaser shall fail to deliver such a deed to the Seller within thirty (30) days after the date set for the Closing, the Seller shall have the right to commence an action to procure an adjudication of the termination of the Purchaser's rights hereunder in which case the Purchaser shall pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

In the event of the exercise of this right by the Seller, Seller shall not be obligated to tender a deed for the premises to the Purchaser prior to retaining the sum or sums paid as aforesaid or prior to instituting legal proceedings for such enforcement.

Written notice of the Seller's exercise of this right shall be given by the Seller to the Purchaser by registered or certified mail, directed to the Purchaser at his address as hereinabove given, unless notice of a change of address has been furnished the Seller.

If the Seller shall fail to comply with any term of this Contract by the time set for the Closing, the Purchaser may enforce this Contract according to law and equity except that failure to comply by the Seller as a result of encumbrances or defects in title shall be governed by the provisions of this Contract.

14. LIEN FOR DEPOSIT AND EXPENSES

All sums paid on account of this agreement and the reasonable fees for the examination of the title to said premises and the cost of a survey thereof, if any, are hereby made liens on said premises, but such liens shall not continue after default by the Purchaser under the terms of this Contract.

15. PERSONAL PROPERTY

The following items of personal property are included in this sale as part of the aforesaid purchase price: None.

16. FINAL INSPECTION

The Purchaser shall have the right to make a final inspection of the premises at any reasonable time prior to taking possession thereof.

17. NO ORAL AMENDMENTS

This written agreement constitutes the entire Contract between the parties and no oral statements or promises or any understanding not embodied in this writing shall be valid.

18. NOT OFFER TO SELL

This document shall not be considered or construed as an offer by the Seller, nor shall it be construed as terms acceptable to the Seller until the Seller has signed the same. The Seller reserves the right to withdraw this proposed Contract at any time prior to signing by both parties hereto.

19. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)
(26 U.S.C. 1445)

Seller represents that he/she is not a "foreign person" as defined in 26 U.S.C.1445 (F)(3), and agrees to execute an affidavit to that effect, including his Tax Identification Number, prior to Closing.

In the event that Seller shall be a "foreign person" as above defined, Seller agrees to either:

a. Provide Purchaser with a Qualifying Statement from the Internal Revenue Service pursuant to I.R.C. Section 1445 (b)(4) prior to Closing stating that arrangements have been made for payment of the tax due by the Seller in the disposition; or

b. To permit Purchaser to withhold 10% of the amount realized from the transfer and to pay said sum to the Internal Revenue Service to be applied against Seller's tax liability; or

c. Provide Purchaser with an Affidavit exempting this sale from withholding requirements pursuant to I.R.C. Section 1445 (b)(3) and I.R.C. Section 1445 (b)(6).

In the event that Seller shall be a "foreign person" as above defined, Purchaser agrees to execute an Affidavit exempting the transfer pursuant to I.R.C. Section 1445 (b)(5), where the amount realized by the Seller from the transfer to Purchase does not exceed \$300,000.00 and Purchaser has acquired the property for use

as a residence.

20. COVENANTS AND REPRESENTATIONS

Seller represents, in order to induce Purchaser to enter into this Contract, unless otherwise stated, that to the best of Seller's knowledge, information and belief, at the time of closing of title, that:

(a) There shall exist no violation of any governmental rules, regulations or limitations, including provisions of any ordinance, municipal regulation, including planning and zoning and applicable building and/or health codes, or public or private law, relating to the premises being conveyed herein, including any building, appurtenance, fixture or system located thereon.

(b) There are no violations of any restriction, covenant, agreement or condition affecting the premises being conveyed, except as provided herein.

(c) There are no current pending or threatened administrative or legal actions relating to the premises under any hazardous waste, pollution, or other environmental law or regulation and that Seller has not received any notice from any state, federal or local governmental authority to the effect that the premise may not be in full compliance with any hazardous waste, pollution or other environmental law or regulation.

(d) During Seller's term of ownership: 1) the premises have not been used for any commercial, industrial or other non-residential purpose; 2) that there has been no discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solid, liquid or gaseous products or hazardous waste onto and/or emanating from the premises; 3) that the premises have not been the subject of an investigation or order by the Connecticut Department of Environmental Protection or any other state or federal environmental agency concerning any form of discharge or spill described in subparagraph 2) of this paragraph.

(e) Seller has good right, full power and lawful authority to sell and convey the premises.

(f) Any buildings, appurtenances, systems and including any driveway located on said premises, are entirely within the

boundary lines of said premises and the premises front on a public highway or have proper and sufficient legal access to a public highway.

(g) Any sewage disposal system serving said premises is entirely within the boundary lines and serves no other premises and, further, the Seller is not aware of any problem with the system, and during the Seller's period of ownership, the system has not required any servicing other than normal periodic cleaning.

(h) Any well, appurtenances and pipe serving said premises are entirely within the boundary lines and serve no other premises.

(i) Seller specifically represents that they have made no improvements to the property and/or additions, including but not limited to out-buildings, swimming pools, decks, or other structures, without having obtained all of the necessary permits and further having obtained certificates of occupancy for each and every such improvement or addition.

21. PURCHASER'S CONDITIONS PRECEDENT TO CLOSING.

Purchaser's obligation to close shall be further conditioned upon the following: (i) all of Seller's representations and warranties shall be true and correct in all material respects as of Closing and Seller shall not be in default of any of its obligations hereunder and (ii) the Title Company is prepared to issue the Title Policy (or a mark-up thereof), effective as of Closing, subject only to the Permitted Exceptions. If such conditions are not satisfied as of Closing, Purchaser shall have the right, at its option, to waive such condition(s) and proceed to Closing, or to terminate this Contract whereupon all deposits shall be refunded to Purchaser, and thereafter neither party shall have any further obligation hereunder, except such obligations as are expressly made to survive the termination of this Contract; provided however, that if such failure of condition was caused by the act or omission of Seller, Seller shall be in default and Purchaser may pursue any of the remedies provided under the Contract.

22. ASSIGNMENT

No assignment of this Contract by the Purchaser shall be valid unless the Seller assents thereto in writing.

23. EFFECT

a. The covenants and agreements herein shall be binding upon and enure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns. This Contract constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension, estoppel, or discharge is sought.

b. It is further agreed that all previous contracts and/or binders or written agreements of any sort between said parties concerning the sale of said premises shall be superseded hereby and that this Contract shall be substituted therefor, rendering all said prior contracts and/or binders or written agreements null and void.

24. CONTINGENCIES

The sale shall be subject to all provisions of the Town of Winchester Ordinance 176.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, each of which shall be an original document, on the date hereinabove indicated.

Signed, Sealed and Delivered
In the Presence of:

As to Seller:

TOWN OF WINCHESTER

By _____ (L.S.)
Joshua Kelly, Town Manager

Dated _____, 2023 at _____

As to Purchaser:

NORTHWEST SENIOR HOUSING
CORPORATION

By _____ (L.S.)

Dated _____, 2017 at _____

DRAFT
NOT FINAL



REAL ESTATE PURCHASE CONTRACT

Connecticut REALTORS®, Inc.



When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

1. Parties

Buyer **Charles H Godfrey Jr, Charles M Godfrey, Bonnie L Godfrey**
 Name(s)
10 Vanishing Brook Lane, Sharon, CT 06069
 Address
 Seller **Town of Winchester**
 Name(s)
338 Main St, Winsted, CT 06098
 Address

2. **Property.** Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property, known as
17 Front St **Winsted** **CT 06098** ("Property").
 Number Street Town Zip Code

3. **Fixtures and Personal Property.** Except as specifically indicated below or on the attached Property Inclusions/Exclusions Rider (if checked), all fixtures located on the Property are included in this sale, and all personal property located on the Property is excluded from this sale. Included as fixtures in this sale as part of the Property are the buildings, structures and improvements now thereon, and the fixtures belonging to the Seller and used in connection therewith, including, if any, all blinds, window shades, screens, doors, door and window hardware, wood and gas stoves, storm windows, landscaping, awnings, shutters, electrical and lighting fixtures, door mirrors, pumps, mailboxes, plumbing fixtures, cabinetry, door and cabinet hardware, pool house and other outbuildings, mantels, flagpoles, alarm system and codes, swimming pool and swimming pool pumps and equipment (if any), garbage disposal, garage door openers, central air conditioning equipment, and built-in dishwashers. **No part of the purchase price below is assigned to any personal property or fixtures.**

☐ See Property Inclusions/Exclusions Rider attached. (CHECK IF APPLICABLE)

The following personal property is INCLUDED (NOT APPLICABLE UNLESS FILLED IN):

The following fixtures are EXCLUDED (NOT APPLICABLE UNLESS FILLED IN):

4 (a), (b), (c), (d) and (e) BELOW ARE NOT APPLICABLE UNLESS FILLED IN

4. Price. The total purchase price is \$93,000.00

- (a) Buyer shall make the following deposit, by personal check, cashier's check or certified funds, subject to collection, upon receipt of this fully executed Contract, but no later than three (3) calendar days thereafter. Deposit to be applied to the total purchase price. If this deposit is not paid by Buyer by the stated time, Seller at Seller's sole discretion shall have the right to declare Buyer to be in default and terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder: **\$ 5,000.00**
- (b) Buyer will make the following additional deposit by cashier's check or certified funds on or before _____ calendar days after the date that this Contract is fully executed, to be applied to the purchase price or closing costs, subject to collection: _____
- (c) Buyer will assume the existing mortgage on the Property which, at the closing, will not be in default and will have a principal balance of approximately: _____
- (d) Seller will take back a purchase money note and mortgage as described in the attached rider: _____
- (e) Buyer will pay the following amount at the closing by cashier's or certified check by obtaining a Bank or institutional Mortgage as described in paragraph 5: _____
- (f) Buyer will pay the following balance at the closing by cashier's or certified check: **\$ 88,000.00**
- (g) **TOTAL (If the total shown in 4(g) exceeds the total purchase price, the excess shall be returned to Buyer at closing.** **\$ 93,000.00**

Buyer Initial **CHG** Date **4/26/23**

Seller Initial **TSK** Date **5/4/2023**



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Revised: 4/23

Northwest CT Realty, 98 Main Street Winsted CT 06098
 David Santirano

Phone: 860-379-7245 Fax: 860-338-9540
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

Charles H and

17 Front St

Property Address **Winsted, CT 06098**Real Estate Purchase Contract Page 2 of **5****5. Mortgage Contingency.**

- ☒ N/A – No Mortgage, this is a Cash Transaction
☐ N/A – Mortgage Contingency Waived
☐ Mortgage Contingency (AS PROVIDED BELOW)

Buyer will make prompt and diligent efforts to obtain a written commitment for a mortgage loan ("Mortgage") from a bank or other institutional lender on or before _____ ("Mortgage Contingency Date"). Buyer will provide Seller and Broker, not later than the Mortgage Contingency Date, with a copy of any written commitment for a Mortgage obtained by Buyer including all conditions contained therein. Buyer will pay all application fees, points (not to exceed _____), and other charges in accordance with the policies established by the applicable lender. The Mortgage must be on the following terms:

(a) Amount \$ _____ (b) Maximum initial interest rate: _____ % per annum (c) Minimum term: _____ years
 (d) Types of mortgage: CHECK THE FOLLOWING AS APPLICABLE:

☐ Conventional Fixed Rate ☐ Conventional Variable Rate ☐ CHFA ☐ FHA ☐ VA ☐ Other: _____

CHECK ONE OF THE FOLLOWING, AS APPLICABLE:

☐ Buyer represents that upon obtaining Mortgage, Buyer will have sufficient funds to close without the necessity of selling any real estate.

☐ Buyer's ability to close is contingent upon the sale of Buyer's property. See attached Rider.

If Buyer cannot obtain a written commitment for the Mortgage, Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If Buyer obtains a written commitment but such commitment contains any of the following conditions and such condition(s) has/have not been satisfied on or before the Mortgage Contingency Date: appraisal, initial lender verification of employment, lender verification that Buyer has sufficient funds to close, lender approval of Buyer's creditworthiness, or if applicable, lender approval of common interest community; then Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If the reason for Buyer's termination of this Contract is that the lender to which Buyer applied for the Mortgage denied such application, then Seller shall be entitled to request from and receive from Buyer a copy of the adverse action notice which is required to be delivered to the Buyer by such bank or institutional lender under the Fair Credit Reporting Act. If the reason for Buyer's termination of this Contract is that the commitment received by Buyer did not meet the requirements set forth in this paragraph 5, then Buyer shall provide Seller with a copy of such commitment not later than the Mortgage Contingency Date.

If Buyer does not elect to so terminate, then this Contract will remain in full force and effect free of this mortgage contingency, unless Seller, within seven (7) days from the Mortgage Contingency Date, gives written notice to Buyer and Broker that Seller has elected to terminate this Contract as a result of Buyer's inability to obtain such commitment. If either party so terminates this Contract, then all deposits will be returned to Buyer, and, except as provided in paragraph 17, the obligations of the parties under this Contract shall end.

6. Deposit and Escrow of Deposits. The deposit(s) payable under this Contract shall be made at the time(s) and in the manner specified in paragraph 4, payable to the listing Broker. If any deposit payable under this Contract is not paid by Buyer by the stated time, then Seller at Seller's sole discretion shall have the right to declare Buyer to be in default and terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder. All deposits will be held in escrow by CHECK ONE ☒ listing Broker ☐ other _____
 (applies only if filled in) in accordance with Connecticut law until: CHECK ONE.

☐ The earlier of (a) the date on which the Buyer obtains the mortgage commitment described in Section 5, or (b) the eighth (8th) day following the Mortgage Contingency Date.

☒ Transfer of title unless requested earlier by settlement agent/attorney to satisfy good funds requirement

In case of a dispute, the party holding the deposit shall continue to hold all deposits until the parties' rights to the deposits are finally adjudicated or agreed upon. If the party holding the deposit initiates or is made a party in any action arising out of a dispute between the parties over deposits, then any and all costs incurred by the party holding the deposit (including, without limitation, attorneys' fees and court costs) shall be paid by the nonprevailing party.

7. Closing. The closing will take place on _____ ** (date) or sooner as mutually agreed by the parties. The closing will be held at the offices of the Buyer's attorney or at such other place as Buyer's mortgage lender may reasonably require.

8. Possession at Closing; Condition of Property; Risk of Loss. At the time of closing, possession and occupancy of the improvements and personal property on the Property included in this Contract shall be delivered to Buyer in the condition they were in on the date of this Contract, subject to ordinary wear and use and, except as otherwise agreed by the parties, free of all tenants and occupants. Seller agrees to deliver the Property to Buyer in broom clean condition. Seller agrees (unless the Property is a common interest community and Seller is not responsible for the grounds) to continue to maintain the grounds until closing. Buyer shall have the right to inspect the Property for compliance with this Contract before the closing, upon reasonable notice to Seller. Risk of loss or damage to the Property shall be upon the Seller until the closing. In case of any loss or damage, when Seller has not restored the Property substantially to its former condition prior to closing, one of the following shall occur at Buyer's option: either (a) the Seller shall pay over or assign to the Buyer all sums recovered on account of said insurance upon Buyer's payment of the balance of the Purchase Price to Seller, or (b) the Buyer may terminate this Agreement and the deposits shall be refunded to the Buyer.

Buyer Initial [Signature] Date 4/19/23

Seller Initial [Signature] Date 5/4/2023



17 Front St

Property Address Winsted, CT 06098

Real Estate Purchase Contract Page 3 of 5

9. Other Conditions. ** closing to take place within 10 days of approval of sale at Town of Winchester town meeting. Sale is subject to Town of Winchester ordinance section 176. Buyer acknowledges to be an owner occupant

10. Title. Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, (or Connecticut Form of Fiduciary Deed if Seller is an Executor, Administrator, Conservator or Trustee), subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record; any state of facts an accurate survey or personal inspection of the Property might reveal; provided that none of the above interfere with the present location of any building now located on the Property, prevent the use of the Property as a residence, or render title to the Property unmarketable; (b) current taxes and municipal assessments; (c) any mortgage which Buyer has agreed to assume under this Contract; and (d) the following additional liens and encumbrances which shall be assumed and paid by Buyer in addition to the purchase price: _____ .
Sewer and water liens will not be assumed by buyer unless specifically stated here:

Seller agrees to furnish such affidavits concerning title, encroachments, mechanics' liens and other items and in such form as Buyer's title insurance company may require in order to allow Buyer to obtain owner's title insurance coverage on the Property or to waive exceptions to the title policy that are objectionable to Buyer's lender.

11. Adjustments. Adjustments for taxes, association fees, rents, rental security deposits, water, fire taxes, sewer, interest, fuel, condominium fees, municipal assessments, special assessments, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county or municipality where the Property is located. (See Common Interest Community Rider, if applicable)

12. Default; Liquidated Damages; Remedies. If Buyer defaults under this Contract and Seller is not in default, Buyer's deposits shall be paid over to and retained by Seller as liquidated damages and both parties shall be relieved of further liability under this Contract, except to the extent of Buyer's obligations under paragraph 17.

If Seller defaults under this Contract and Buyer is not in default, Buyer shall be entitled to any and all remedies provided by law and equity including, but not limited to, specific performance and recovery of amounts spent for mortgage application, appraisal, title search, and tests or inspections. If a legal action is brought to enforce any provision of the Contract, the prevailing party, including a broker who is made party to such action and who has not significantly contributed to the default, shall be entitled to court costs and attorneys' fees.

13. Complete Agreement. This Contract, including riders and/or addenda, contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property. This contract may only be amended by a writing signed by all parties.

14. Assignability. Buyer may only assign its rights under this Contract by mutual written consent of both parties.

15. Survival. This Contract shall be binding upon and inure to the benefit of the respective personal representatives, heirs, successors and assigns of Buyer and Seller.

16. Equal Housing Rights. Buyer acknowledges that he/she is aware of his/her right to be shown any home within his/her price range in any area specified by Buyer and which is available to the REALTOR® in the area in which he/she is licensed.

17. Home, Pest and Environmental Inspection/Tests. Buyer acknowledges that Buyer has the opportunity to make a full and complete inspection of the Property and other improvements, to the extent desired by Buyer. If Buyer elects to make a less than thorough inspection, Buyer waives any right to object to any defects in the Property and other improvements that would have been disclosed by a full and complete inspection. Buyer has the right to have the lead inspection or risk assessment described below (unless voluntarily waived by Buyer) and the other inspections checked below performed on the Property.

☒ **Buyer waives inspections under this section**

☐ **Buyer elects the following inspection(s):**

[Applicable Only If Checked]

☐ **A HOME INSPECTION** performed by an engineer licensed by the State of Connecticut or a home inspection service licensed by the State of Connecticut determining whether or not the buildings and other improvements located on the Property are structurally sound and whether or not the mechanical, electrical and plumbing systems of any of the buildings are in good repair.

Buyer Initial MSJ CS Date 4/19/23

Seller Initial DS JSK Date 5/4/2023



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☐ **A TERMITE OR WOOD DESTROYING INSECT INSPECTION** performed by a licensed exterminator or inspection service licensed by the State of Connecticut and determining whether or not the buildings on the Property are infested by termites or wood-boring insects and whether or not the buildings on the Property are damaged as a result of such infestation.

☐ **OTHER INSPECTIONS/TESTS** of the buildings located on the Property for ☐ asbestos; ☐ radon; ☐ mold; and ☐ (other(s)), performed by a licensed inspector or inspection service licensed by the State of Connecticut, the results of which are satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any inspection and/or test.

Buyer must arrange and pay for all inspections including any additional inspections recommended by the inspector. Buyer must give Seller written notice of any inspection that does not meet the standards set forth above together with a copy of the relevant pages of the inspection report, on or before _____ calendar days after the date that this Contract is fully executed (Inspection Contingency Date). If Buyer does not give Seller such notice, Seller shall have no responsibility or obligation concerning any condition to which this paragraph 17 applies. At Buyer's sole cost and expense, Buyer shall restore the Property to substantially the same condition it was in immediately before any inspections.

If an inspection report given by Buyer to Seller on or before the Inspection Contingency Date reveals that the Property or other improvements do not meet the terms set forth above, then Buyer may, at Buyer's option, terminate this Contract by giving Seller written notice of termination no later than the Inspection Contingency Date. Alternatively, Buyer may give Seller the option to correct the conditions that are unacceptable to Buyer. If Seller and Buyer cannot reach a mutually satisfactory written agreement regarding the correction of these matters, then Buyer may terminate this Contract by giving Seller written notice of termination no later than 5 calendar days after the Inspection Contingency Date. Failure by Buyer to so terminate relieves Seller from all responsibility and obligation concerning any condition to which this paragraph 17 applies. If Buyer terminates this Contract pursuant to Buyer's rights under this paragraph 17, Buyer shall receive all deposited sums and the obligations of the parties under this Contract shall end, except with respect to the obligations under this paragraph 17.

In consideration of the rights of inspection, and whether Buyer exercises such rights or not, Buyer hereby releases Seller, Broker and Co-Broker (if any) from any and all liability related to any defects in the Property or the cost of addressing any environmental condition in the Property of which Seller, Broker or Co-Broker, as the case may be, had no actual knowledge before the execution of this Contract. This release and the obligations and agreements of Buyer contained in this paragraph 17 shall survive the deed and the termination of this Contract.

In completing paragraph 17, Buyer and Seller understand that: If the Property is "target housing" under federal law (meaning with some exceptions, housing built before 1978), Seller must permit Buyer a 10-day period (unless the parties mutually agree in writing to a different time period) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and lead-based paint hazards before Buyer is obligated under this Contract. Buyer may waive this right of inspection in writing.

BUYER MAY CONDUCT AN INSPECTION OR RISK ASSESSMENT (as defined by federal law) by a licensed environmental inspector or recognized inspection service for lead-based paint and lead based paint hazards in the Property (as those terms are defined by federal regulation) within the time period stated in paragraph 17, with the results being satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any such inspection. Buyer may waive this right by completing the WAIVER below (if applicable, Buyer executed HUD notice on lead-based substances, attached).

☒ **WAIVER.** By initialing here DS, Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards in the Property. Seller acknowledges such waiver by initialing here: JSK

18. Riders. The riders which are checked below and which are attached to the Contract are made part of this Contract.

APPLICABLE ONLY IF CHECKED

RIDERS:

- ☐ Appraisal ☐ As Is ☐ Attorney Approval ☐ Combined Contingency Addendum ☐ Common Interest Community Rider
☐ Insulation (New Homes only) ☐ Perc/Pit Test ☐ Sale of Buyer's Residence Contingency (AKA Hubbard)
☐ Sale of Buyer's Residence Contingency (Under Contract) ☐ Short Sale ☐ Septic/Well ☐ TRID/CFPB Rider
☐ Other _____

Buyer Initial DS Date 4/19/23

Seller Initial JSK Date 5/4/2023



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Real Estate Purchase Contract Page 5 of 5

19. (a) Property Condition Disclosure Report. To the extent required by Section 20-327b of the Connecticut General Statutes, Seller shall furnish Buyer with a Residential Property Condition Disclosure Report before Buyer's execution of this Contract or credit Buyer with \$500 toward the purchase price at closing.

(b) Smoke and Carbon Monoxide Detectors. In the event the Property is a one or two family residence and Seller fails to provide Buyer at closing with an affidavit concerning smoke and carbon monoxide detectors required by Section 29-453 of the Connecticut General Statutes, Seller shall credit Buyer with the sum of \$250 at closing unless the transaction is otherwise exempted under subsection (e) of such Act.

20. Notices to Buyer. (a) Lists of Hazardous Waste Sites. Buyer is notified that the Department of Energy and Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town to the Town Clerk's office. Buyer should refer to these lists and the Department of Energy and Environmental Protection for information on environmental questions concerning the Property and the lands surrounding the Property. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327f of the Connecticut General Statutes.

(b) Lists of Properties where Shooting Sports Conducted. Buyer is notified that a list of local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk's office. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327g of the Connecticut General Statutes.

(c) Information Concerning Environmental Matters. Buyer is notified that information concerning environmental matters on the Property and surrounding properties is available from the federal Environmental Protection Agency, the National Response Center, the Department of Defense and third-party providers.

(d) Educational Material Concerning Well Water Testing. If the Property is served by a private well, Buyer is notified that important educational material concerning private well testing is available on the Department of Public Health's web site.

21. Execution by Electronic Methods. The parties agree that they may enter into this Contract (including any amendments and riders hereto) via facsimile (fax) machine and/or email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments or riders hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

Buyer elects to use:

___ Fax: Fax number is: _____

___ Email: Email address is: _____

Seller elects to use:

___ Fax: Fax number is: _____

___ Email: Email address is: _____

If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

22. Broker(s). Buyer and Seller recognize Northwest Ct Realty (firm name) and _____ (firm name) as the sole broker(s) in this transaction.

When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

BUYER

Charles H Godfrey Jr, Charles M Godfrey
Bonnie L Godfrey

Bonnie L Godfrey
Bonnie L Godfrey

Date: 4/19/23

SELLER

DocuSigned by:

It's Town Manager
Town of Winchester

Date: 5/4/2023

REAL ESTATE AGENCY DISCLOSURE NOTICE GIVEN TO UNREPRESENTED PERSONS

This is not a contract. Connecticut law requires that you be given this notice disclosing whom the real estate licensee represents. The purpose of such disclosure is to enable you to make informed choices about your relationship with real estate licensees.

GIVEN TO: Charles H Godfrey Jr, Charles M Godfrey, Bonnie Godfrey

(UNREPRESENTED PERSON/PERSONS)

ON April 19, 2023 (DATE)

OUR FIRM Northwest Ct Realty REPRESENTS

☒ SELLER

☐ LANDLORD

☐ BUYER

☐ TENANT

UNREPRESENTED PERSON(S)'S RIGHTS AND RESPONSIBILITIES

1. The broker and salespersons (referred to as agents or licensees) in this transaction owes the other party to this transaction undivided fiduciary obligations, such as: loyalty, reasonable care, disclosure, and obedience to lawful instruction, confidentiality and accountability. The agent(s) must put the other party's interest first and negotiate for the best terms and conditions for them, not for you.
2. All real estate agents, whether representing you or not, are obligated by law to treat all parties to a real estate transaction honestly and fairly.
3. You have the responsibility to protect your own interests. Carefully read all agreements to make sure they accurately reflect your understanding. If you need additional advice for legal, tax, insurance or other such matters, it is your responsibility to consult a professional in those areas.
4. Whether you are a buyer, seller, tenant, or landlord, you can choose to have the advice, assistance and representation of your own real estate brokerage firm and its agents. Do not assume that a real estate brokerage firm or its agents are representing you or are acting on your behalf unless you have contracted in writing with that real estate brokerage firm.

ACKNOWLEDGMENT OF UNREPRESENTED PERSON(S)*

ACKNOWLEDGEMENT OF AGENT

Signature(s)

Signature

Print Name(s)

Print Name

Date

Date

*To be signed by the buyer/tenant when the agent represents the seller/landlord, or
To be signed by the seller/landlord when the agent represents the buyer/tenant

SALES Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Name of Document(s)	Author	Date

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) MBG Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☒ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) DB Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

[Signature] 4/13/23
Date

Seller Town of Winchester

Charles H. Godfrey Bonnie L. Godfrey
Purchaser Date

[Signature] 4/13/2023
Agent David L. Sartirana Date

17 Front St, Winsted, CT 06098

Address of Property/Unit

Seller By Josh S. Kelley its Town Manager Date

Charles M. Godfrey 4-19-2023
Purchaser Date

Agent Date

Amendment to the Purchase and Sale Agreement**Buyer's Name:** Charles H Godfrey Jr, Charles M Godfrey, Bonnie L Godfrey**Seller's Name:** Town of Winchester**Purchase and Sale Agreement date:** _____**Property Address:** 17 Front St, Winsted, CT 06098

The above referenced Purchase and Sale Agreement is amended in each of the ways checked off below:

- ☐ The Closing Date is changed to: _____
- ☐ The Mortgage Contingency Date is changed to: _____
- ☐ The date on which the building inspection is to be completed is changed to: _____
- ☐ The date on which the test or inspection named below is to be completed is changed to:

Test or Inspection named

Date Change

- ☒ Other Amendment: Paragraph 10 is amended to say "the seller will provide a quit claim deed at closing". Added to additional provisions is "buyer acknowledges seller received the property through foreclosure therefore has no knowledge about the condition and property is being sold as is."

Buyer's Signature

Charles H Godfrey Jr, Charles M Godfrey

Buyer's Signature

Bonnie L GodfreyDate: 5-10-2023

DocuSigned by:



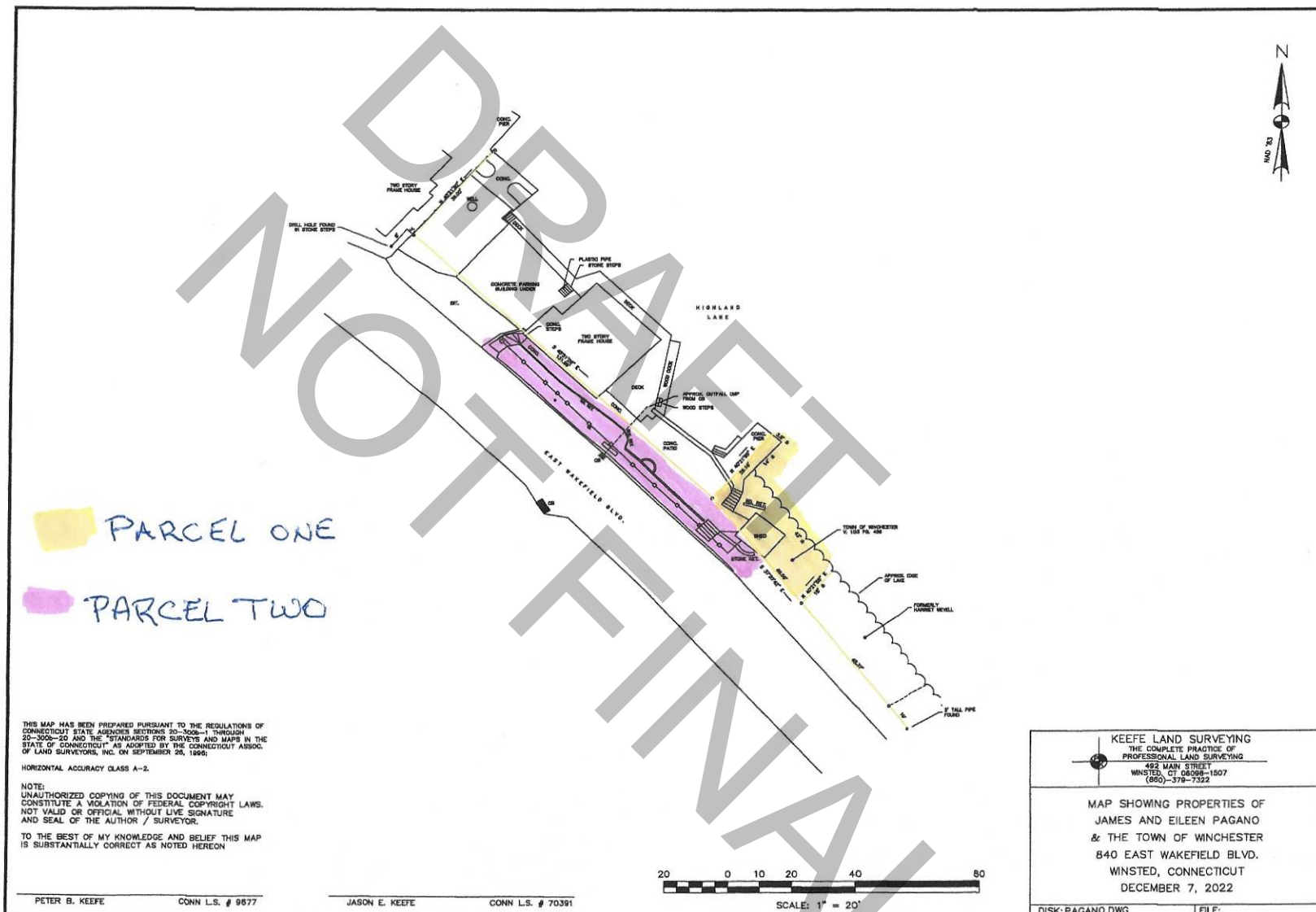
It's Town Manager

Seller's Signature

Town of Winchester

Seller's Signature

Date: 5/11/2023



Survey **Existing Conditions & Property Lines**

SCHEDULE A

The land affected by said Conveyance Plan (hereinafter the "Easement Area") is more particularly bounded and described as follows:

Parcel One:

All that certain piece or parcel of land on the northerly side of East Wakefield Blvd. in the Town of Winchester, County of Litchfield and State of Connecticut more particularly shown as "Town of Winchester V. 103, PG. 456" on a certain map entitled "Map showing properties of James and Eileen Pagano & The Town of Winchester 840 East Wakefield Blvd. Winsted, Connecticut December 7, 2022" by Keefe Land Surveying, Certified Substantially Correct to Horizontal Accuracy Class A-2 by Peter B. Keefe CONN L.S. #9677 and Jason E. Keefe, CONN L.S. #70391, which survey will be simultaneously filed in the office of the Town Clerk of the Town of Winchester with this Easement.

Parcel Two:

All that certain piece or parcel of land with all structures and improvements thereon on the northerly portion of the Town of Winchester Right of Way (Town Road) known as East Wakefield Blvd. from a point southerly of the shed shown on Parcel One westerly within said Right of Way to the southeasterly corner of the "Concrete Parking Building Under" of Grantees shown on said map.

After recording, return to:
Perley H. Grimes, Jr., Esq.
Cramer & Anderson LLP
PO Box 278
Litchfield, CT 06759

EASEMENT

This grant of Easement is made this _____ day of _____ 2023 by the Town of Winchester, a Connecticut municipal corporation located in the County of Litchfield and the State of Connecticut (hereinafter called "Grantor") to James and Eileen Pagano, of 840 East Wakefield Boulevard in the Town of Winchester, County of Litchfield, and State of Connecticut (hereinafter called "Grantees").

WITNESSETH:

WHEREAS, the property of the Grantor and Grantees relevant to this Agreement is shown on a map entitled "Map Showing Properties of James and Eileen Pagano & The Town of Winchester 840 East Wakefield Blvd. Winsted, Connecticut December 7, 2022 by Keefe Land Surveying, Certified Substantially Correct to Horizontal Accuracy Class A-2 by Peter B. Keefe CONN L.S. #9677 and Jason E. Keefe, CONN L.S. #70391" (hereinafter the "Conveyance Plan") which survey will be simultaneously filed in the office of the Town Clerk of the Town of Winchester with this Easement; and

WHEREAS, said Conveyance Plan is filed herewith on the land records of the Town of Winchester; and

WHEREAS, the Grantor is the owner of two certain parcels of real estate as shown on Conveyance Plan which parcels are known as Parcel One and Parcel Two on Schedule A attached hereto and which are located at the northerly side of East Wakefield Boulevard in the Town of Winchester (hereinafter the "Grantor's Parcels"); and

WHEREAS, the easterly and southerly boundaries of the Grantees' Parcel abut the westerly and southerly boundaries of property of the Grantor known as East Wakefield Boulevard which Parcel is shown on the Conveyance Plan; and

WHEREAS, the Grantees wish to use the Grantor's Parcels to maintain and repair structures and improvements thereon pursuant to the Town of Winchester Planning and Zoning regulations; and

WHEREAS, there are structures and improvements of the Grantees that encroach on property of the Grantor; and

WHEREAS, the location of said structures and improvements are more particularly depicted on the Conveyance Plan (hereinafter the "Easement Area"); and

WHEREAS, the Grantor and Grantees wish to settle the issue of the use of Grantor's Parcels to allow Grantees to maintain and repair Grantees' structures and improvements in the Easement Area.

NOW THEREFORE, the Grantor does hereby give, grant, and convey to the Grantees, their heirs, successors, tenants, invitees and assigns a perpetual easement, license and right and privilege to maintain those structures and improvements in the same location as depicted on the Conveyance Plan at Grantees' sole expense, but may not expand or extend those structures or improvements any further than depicted on the Conveyance Plan.

Grantees acknowledge that Grantor holds fee simple title to the 50' wide parcel which abuts the easterly and southerly side of Grantees' Parcel and that the boundary line as depicted on the Conveyance Plan has been and will be the established boundary line of their Parcel known as 840 East Wakefield Boulevard.

Nothing in this Easement shall give to the general public the right to use Parcel One of the Easement Area for any purpose or for access to the Grantees' Parcel except as a Tenant or Licensee of the Grantees or as a guest, customer, employee, sub lessee or sub licensee, or business invitee of such Tenant or Licensee. Nothing herein shall restrict the general public in their use of Parcel Two of the Easement Area for any other purpose for which a town road is used.

The easement license, right and privilege established, created and granted hereby shall be for the benefit of and restricted solely for the owners of the Grantees' Parcel, but any owner shall confer upon a Tenant of such owner or owners the right to the benefit of such easement, licenses, rights privileges for the duration of the tenancy of a tenant of such owner or owners and to customers, employees, business invitees and guests of such tenants as such easements, licenses, rights and privileges from time to time exist.

Grantees agree to maintain a general liability insurance policy including a broad form endorsement on an occurrence basis in combined policy limits of not less than Two Million Dollars. The limit of such policy may be increased from time to time at the request of the Grantor to levels which are considered reasonable in light of the current practice of similar uses in Litchfield County.

Grantees or their successors' failure to maintain or insure the Easement Area will cause the Easement to become void and of no effect at the option of the Grantor. In the event Grantor shall exercise its option to so terminate, Grantor shall give Grantees, or their successors, written notice and a 30 days "Grace Period" in which to cure. If the Grantees or their successors fail to cure within the aforesaid Grace Period, the Easement shall expire immediately with the filing of a notice of same by the Grantor upon the land records of the Town of Winchester.

Notwithstanding anything contained herein, should the Grantor assert rights under the laws of eminent domain as to this Easement Area, Grantees hereby waive any compensation that would normally be due Grantees for a taking under the laws of eminent domain.

SCHEDULE A

The land affected by said Conveyance Plan (hereinafter the "Easement Area") is more particularly bounded and described as follows:

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