

LAW OFFICES OF
LAMPERT, TOOHEY & RUCCI, LLC

TODD H. LAMPERT*
PHILIP J. TOOHEY
DAVID J. RUCCI

JASON P. GLADSTONE

-OF COUNSEL-
GERARD GJERTSEN*
MITCHELL L. LAMPERT**
GREGORY J. WILLIAMS*

MEMBER CT. & N.Y. BARS*
MEMBER N.Y. & N.J. BARS**

46 MAIN STREET
NEW CANAAN, CT 06840

(203) 972-8100
FAX NO. (203) 972-8716
EMAIL: phil@ltr-law.com

WILTON OFFICE:
120 OLD RIDGEFIELD ROAD
WILTON, CT 06897
(203) 761-7980

FAIRFIELD OFFICE:
325 REEF ROAD, SUITE 212
FAIRFIELD, CT 06824
(203) 255-5200
FAX: (203) 255-0446

PLEASE RESPOND TO
NEW CANAAN OFFICE

November 7, 2014

Via Email to: dgrogins@cohenandwolf.com

David L. Grogins, Esq.
Cohen & Wolf, P.C.
1115 Broad Street
Bridgeport, CT 06604

Re: **Town of Newtown – Right of First Refusal
Fulton Land (Orchard Hill Road, Newtown)**

Dear Attorney Grogins:

Per our telephone conversation, our firm represents Flying Ridge, Inc. in the sale of its real property located at Orchard Hill Road and Platts Hill Road in Newtown, CT.

It has come to our attention that in 2005 Flying Ridge, Inc. granted the Town of Newtown a Right of First Refusal to purchase the property in the event Flying Ridge, Inc. ever had a contract to sell.

As discussed, we currently have a contract out to a buyer for the sale price of \$1,100,000.00.

I am enclosing the following for your review with the appropriate officials in Newtown:

1. Copy of MLS listing sheet;
2. Copy of Right of First Refusal recorded in Volume 865 at Page 799 of the Newtown Land Records;
3. Copy of the Contract of Sale.

I would ask that you review the enclosed and contact me with any questions.

David L. Grogins, Esq.
Page 2
November 7, 2014

Any assistance in obtaining a quick response will be appreciated, nonetheless, please keep me informed as to the timing you expect after consulting with your client.

Thank you for your cooperation and attention to this matter.

Very truly yours,

Philip J. Toohey

PJT:mma

Enclosures

Cc: Mr. Rawn Fulton

Doc ID: 000400480002 Type: LAN
Book 865 Page 799 - BDD
File# 8642

BOOK 865 PAGE 799

RIGHT OF FIRST REFUSAL

8642

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That Flying Ridge, Inc., herein designated as the Grantor, acting through its Secretary Rawn Fulton, duly authorized, for \$10.00 and other valuable consideration

received to the full satisfaction of the Grantor from the TOWN OF NEWTOWN, a municipality organized and existing under the laws of the State of Connecticut

herein designated as the Grantee, does hereby covenant with the Grantee forever that Grantor shall not:

transfer, convey, give, grant, bargain, sell or confirm any portion of the below described property, unless it shall first give to Grantee written notice of its intent to transfer, together with a copy of the executed contract setting forth all the terms and conditions of the proposed transfer. The Grantee shall have 30 days from receipt by it of such notice and contract within which to give notice to the Grantor of its intent to purchase the property proposed to be transferred in accordance with all the terms and conditions of the contract, or at more favorable terms (said right hereinafter referred to as "Right of First Refusal"). If Grantee does not give notice to Grantor of any such intention to purchase within said 30 day period, then Grantor shall be entitled to transfer the property proposed to be transferred in accordance with, and only in accordance with, the terms and conditions described in such notice and contract. Upon such transfer the Right of First Refusal shall permanently expire as to the portion of the property Grantee declined to purchase. Notwithstanding the foregoing provisions, Grantor shall be entitled to convey the property (so long as it also assigns or makes the transfer subject to the obligations hereunder) to any corporation or other entity in which it owns at least a 50 percent interest without first offering Grantee said Right of First Refusal.

The above Right of First Refusal is granted with respect to:

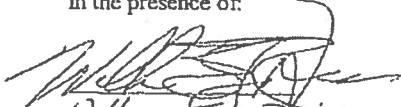
ALL THAT CERTAIN tract or parcel of land, situated in the Town of Newtown, County of Fairfield and State of Connecticut, more particularly described as follows:

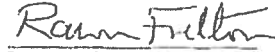
All lands denoted as "Remaining lands of Travis & Rawn Fulton", that is, lands other than those denoted as "Open Space Parcel" on a certain map entitled "DATA ACCUMULATION PLAN DEPICTING OPEN SPACE TO BE CONVEYED TO THE TOWN OF NEWTOWN PLATTS HILL ROAD & ORCHARD HILL ROAD NEWTOWN, CONNECTICUT DATE: 11/3/05 SCALE: 1"=100'" recorded or to be recorded in the Newtown Town Clerk's office as Map Number 7791.

In references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within named instrument may require.

IN WITNESS WHEREOF, the said Flying Ridge, Inc., acting through its Secretary Rawn Fulton, duly authorized, hereto sets its hand and seal this 9th day of November, 2005.

Signed, Sealed and Delivered
in the presence of:


William F.L. Rodgers
Maria B. Rodgers
Maria B. Rodgers


Rawn Fulton
Rawn Fulton
Secretary, Flying Ridge, Inc.

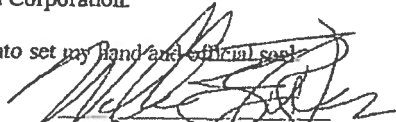
STATE OF CONNECTICUT

ss. Newtown

COUNTY OF FAIRFIELD

On this 9th day of November, 2005, before me, William F.L. Rodgers, the undersigned officer, personally appeared Rawn Fulton, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as his free act and deed on behalf of Flying Ridge, Inc. and further represented to me that he was in fact authorized to act for said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal


William F.L. Rodgers
Commissioner of the Superior Court

Rec'd. for Record 11/10 2005
Town Clerk of Newtown 2:22 pm
Cynthia S. Simon

Residential Agent - Full (w/photos)

18 Platts Hill Road, Newtown, CT 06470-2532
 County: **Fairfield**
 MLS#: **98548065**
Single Family For Sale

ADOM: **784** Status: **Active**
 Last Update: **09/24/2014**
 Bank Owned: **No**

List Price: **\$1,250,000**
 Orig. List Price: **\$4,995,000**
Not a Planned Unit Develop.
 Adult Comm: **No**

Tax ID: **34000325700**



Recent: **09/16/2014 : REDC : \$1,750,000->\$1,250,000**

Walkscore is: **- - 2**

Car-Dependent - Almost all errands require a car.

Broker Tour Sep 30, 10:00AM-1:00PM

Recent Significant Price Reduction! First time on the market in over 50 years. Once in a generation opportunity to own a very special & rare parcel. 33 pastoral acres with the last surviving private airstrip/heliport available in Fairfield County - under 30 min to Wall Street heliport! Must see and walk property - very rare opportunity at new price of \$1,250,000. Many options - farming, horses, family compound - within one hour of Greenwich, Litchfield, & Yale University.

Style:	Ranch	Total Rooms:	6	Bedrooms:	3	Bathrooms:	3 Full
Square Feet:	Estimated heated: above grade 2,594; total 2,594			Cooling:	None	Fireplaces:	3
Heating:	Hot Air, Oil	Year Built:	1953 (Public Records)				
New Construction:	No	Foundation:	Concrete, None	Roof:	Asphalt Shingle		
Exterior Siding:	Wood	Garage/Park:	Detached	Water/Sewer:	Well/Septic		
Acres:	33.11 (Public Records)	Dir. Waterfront:	No	Assessment:	\$1,189,990	Tax Year:	July 2014-June 2015
Property Tax:	\$39,389	Mil Rate:	33.31	District Tax:			
Last Reassessed:	4012013	Phase-In:		Home Warranty:	No		
Owner's Assoc:	No	Assoc. Fee:					
Zoning:	RES						

Room	Level	Apx. Size	Features
Bedroom	Main		
Bedroom	Main		Full Bath
Kitchen	Main		Pantry, Eat-in-Kitchen
Living Room	Main	30 x 40	Fireplace, Hardwood Floor, Stone Floor
Master Bdrm	Upper		Full Bath, Walk-in Closet
Other	Main		Fireplace, Hardwood Floor, Stone Floor, Sliders

Additional Rooms: **Great Room, Library/Study, Laundry/Utility**
 Laundry Location: **Level 1**
 Appliances Incl.: **Range, Refrigerator, Wall Oven**
 Exterior Features: **Barn, Patio, Shed**
 Attic: **No Attic**
 Basement Desc.: **Crawl Space**

Elem: **Pboe** Interm: Middle: **Pboe** High: **Pboe**

Very Special & Rare Oppty To Have Your Own Private Airstrip. Nestled On 33Ac In N. Fairfield County, Only 28 Min To Nyc By Plane Or Copter. Beautiful Open Space For Organic Farming, Horses, Helipad. 1 Hr To Greenwich, Litchfield, Manhattan.

Very Special & Rare Opportunity To Have Your Own Private Airstrip. Nestled On 33 Acres In Northern Fairfield County, Design A Magnificent Country Estate Only 28 Min To Nyc By Plane Or Helicopter. Open Space For Helipad, Organic Farming & Horses. 1 Hr To Greenwich, Litchfield, & Manhattan.

List Price:	\$1,250,000	Last Update:	09/24/14	Off Market Date:		ADOM:	784
Prev List Price:	\$1,750,000	Entered in MLS:	08/01/12	Expire Date:	07/31/15	CDOM:	1,459
Orig. List Price:	\$4,995,000	List Date:	08/01/12				

Showing Inst: **Thru Listing Broker Only**

Lockbox: **None**
Owner: **Flying Ridge Inc**
Directions: **Route 25 To Huntingtown Rd To Orchard Hill To Platts Hill**

Poss/Occpy: **Neg**

Occupied By:

List Contract: **Exclusive Right(Sale/Lease)**
B. A. Comp: **2.50 % of sale price**

Service Type:
Authorized for Internet Displays - **Yes**, can also display Address - **Yes**

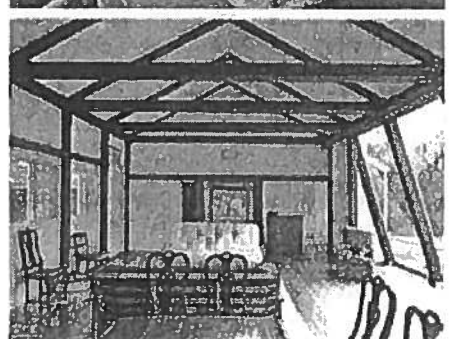
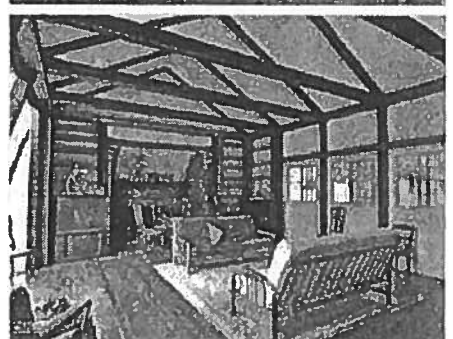
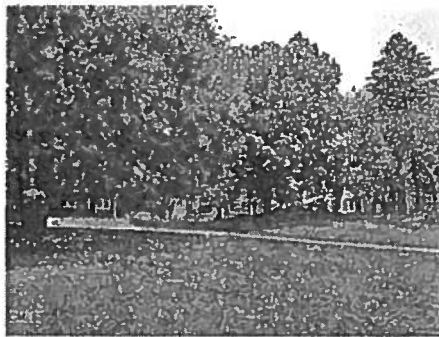
Sign: **No**

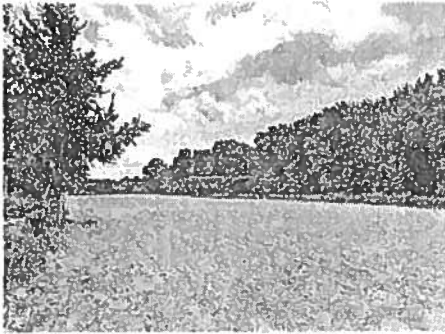
List Office: **Barbara Clearys Realty Guild (JRLGD1)**
Website:

Phone: **(203) 966-7772** Fax: **(203) 972-4476**
Email: **bcleary@realty-guild.com**

List Agent: **Brett T. Ciarlo (3937)**
Website:

Phone: **(203) 856-8200** Fax:
Email: **btciarlo@realty-guild.com**





MLS #	Property Type	Change Type	Price History	Change Details	When Changed	ADOM
98548065	SF	Price Reduced	\$1,250,000	\$1,750,000 -> \$1,250,000	09/16/14 @ 07:35 PM	784
98548065	SF	Price Reduced	\$1,750,000	\$1,995,000 -> \$1,750,000	07/24/14 @ 12:55 PM	784
98548065	SF	Price Reduced	\$1,995,000	\$2,995,000 -> \$1,995,000	06/06/13 @ 01:48 PM	784
98548065	SF	Price Reduced	\$2,995,000	\$3,995,000 -> \$2,995,000	03/09/13 @ 02:36 PM	784
98548065	SF	Price Reduced	\$3,995,000	\$4,995,000 -> \$3,995,000	01/19/13 @ 12:29 PM	784
98548065	SF	New Listing	\$4,995,000	ACTV -> \$4,995,000	08/01/12 @ 06:08 PM	784

18 Platts Hill Rd, Newtown, CT 06470-2532

Property ID: **34000325700**
 Property Usage: **Mxu Res+ind**
 Census Block: **2011**

Assessor's APN: **31 6 3**
 Zoning: **R-2**
 Census Tract: **230400**

County: **Fairfield**
 Latitude: **41.364828**
 Longitude: **-73.290764**
 Carrier Route: **R002**

Owner(s):: **Flying Ridge Inc**
 Owner's Address: **46 Fox Hill Rd, Bernardston, MA 01337**

Recorded: **Vol: 460, Page: 792**
 Owner Occupied: **No**

Closing Date: **12/29/1992**
 Type of Sale:
 Mtg. Originated:
 Lender:

Sale Price: **\$920,000**
 Arms Length Sale: **Yes**
 Amt. Borrowed:

Type of Deed: **Warranty**
 Nominal Sale:

Tax Amount: **\$67,796.00**
 Tax Year: **July 2013-June 2014**
 Fiscal Year: **2013**

Base Mil Rate: **33.320**
 Tax Dist. Mil Rate: **N/A**
 Total Mil Rate: **33.320**

Assessed Land Value: **\$596,750**
 Assessed Building Value: **\$1,437,930**
 Total Assessed Value: **\$2,034,680**

Municipal Tax District:

Lot & Exterior
 Lot Size In Acres: **26.50**
 Type of Parking:

Lot Size in Sq Ft: **1,154,340**
 # of Parking Spaces:

Common Ownership %:

General Construction:
 # of Buildings: **3**
 Type of Construction:
 Exterior Covering:
 Type of Basement:

Building Style:
 Building Condition:
 Type of Roof:
 Heating System:

Year Built:
 Last Major Renovation:
 Roofing Material:
 Heating Fuel:

Building Size Information
 Gross Building Sq Ft:
 Living Area In Sq Ft:
 Basement Area in Sq Ft:
 # of Rooms:
 # of Half Baths:

of Units: **1**
 First Floor Sq Ft:
 Unfinished Bsmt Sq Ft:
 # of Bedrooms:

Unit is on Floor #:
 Attic Area in Sq Ft:
 # of Floors:
 # of Full Baths:

Property Amenities
 Number of Fireplaces:

Additional Amenity: **Outbuildings**

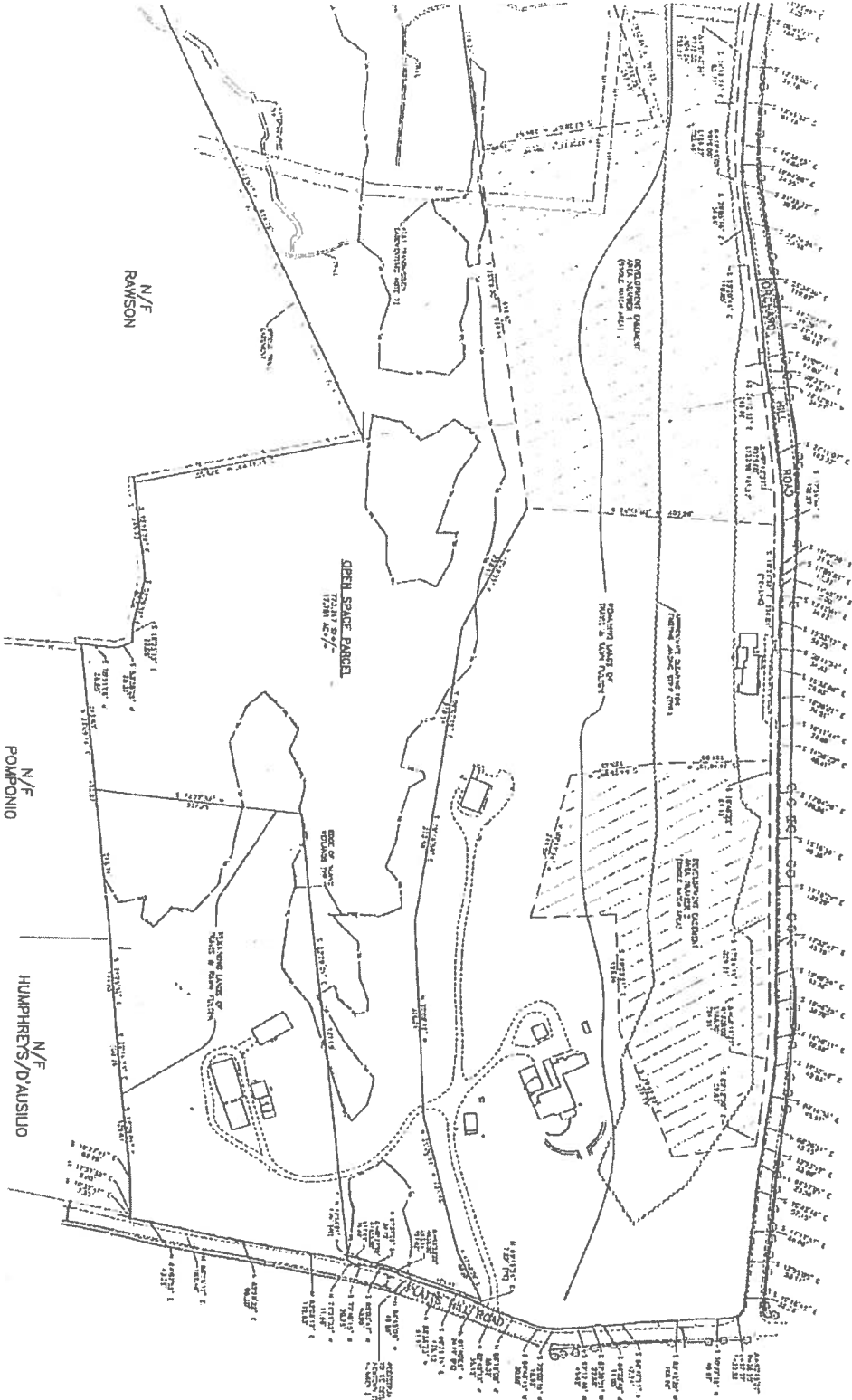
Additional Amenity: **Septic System**

Additional Amenity: **Well Water**

Additional Amenity: **Open Porch**

Additional Amenity: **Porch**

**Listing information comes from various sources and may not always be accurate. No representation or warranty is made as to the accuracy of this information.
You should verify any information that is important to your buying decision. Generated on 09/24/2014 7:05:01 PM**



1/16/71
1/16/71
1/16/71

THIS PLAN WAS PREPARED BY THE ORIGINAL SURVEYOR OF THE TOWN OF NEWTON, MASSACHUSETTS, AND IS SUBJECT TO THE RECORDS OF THE TOWN OF NEWTON, MASSACHUSETTS.

NOT VALID UNLESS REGISTERED WITH THE MASSACHUSETTS DEPARTMENT OF REVENUE AND TAXATION IN ACCORDANCE WITH THE MASSACHUSETTS REGISTERED PROFESSIONAL SURVEYORS ACT.

DATE	SCALE	SHEET	TOTAL SHEETS
1/16/71	1" = 100'	208	210

Plan for Parcel 11110 20 05
Town of Newton, Mass.
2/19/71 pm

DATA ACCUMULATION PLAN

DEPICTING OPEN SPACE TO BE COVERED TO THE TOWN OF NEWTON PLATTS HILL ROAD & ORCHARD HILL ROAD NEWTON, CONNECTICUT

LEGEND

- UNIMPROVED
- ⊗ CUP POST
- CATCH BASIN
- △ SIGN
- SHALLOW
- ◻ FLAMED END
- WELL
- RECORDING TREE
- FENCE
- STONE WALL
- CONCRETE WALL
- METAL WALL
- AGRICULTURAL ESDROR
- WIRE FENCE
- WOOD FENCE
- TRAIL ESDROR

NOTES:

- 1) THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM AND THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM AND THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM.
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- 12) THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM AND THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM.
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- 14) THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM AND THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM.
- 15) THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM AND THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM.
- 16) THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM AND THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM.
- 17) THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM AND THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM.
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- 19) THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM AND THE OPEN SPACE TO BE COVERED IS THE SHALLOWS OF THE STREAM.
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**THE FAIRFIELD COUNTY BAR ASSOCIATION
RESIDENTIAL REAL ESTATE SALES AGREEMENT**
(Revised May 9, 2007; May 13, 2009)

AGREEMENT made as of the _____ day of October, 2014, between **FLYING RIDGE, INC.** of 18 Platts Hill Road and 58 Orchard Hill Road, Newtown, Connecticut, 06470 (hereinafter referred to as the **SELLER**, whether one or more), and **SANTO SILVESTRO**, of 31 Father Peters Lane, New Canaan, Connecticut 06840 (hereinafter referred to as the **BUYER**, whether one or more).

WITNESSETH:

1. **PROPERTY.** The **SELLER**, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the **BUYER** hereby agrees to purchase the real property commonly known as **18 Platts Hill Road and 58 Orchard Hill Road, Newtown, Connecticut**, and specifically described in Schedule A attached hereto (the "Premises") subject to the encumbrances and exceptions to title set forth or referred to in paragraph 6(e) and Schedule A (legal description and exceptions, if any) attached hereto.

2. **CONSIDERATION.** The purchase price is ONE MILLION ONE HUNDRED THOUSAND AND 00/100 (\$1,100,000.00) DOLLARS which the **BUYER** agrees to pay as follows:

- | | |
|--|------------------------------|
| (a) As a part of the deposit heretofore paid, receipt of which is hereby acknowledged, subject to collection; | \$ 0.00 |
| (b) As the balance of the deposit before or upon the signing of this Agreement, receipt of which is hereby acknowledged, subject to collection; | \$ 250,000.00 |
| (c) Upon the delivery of the deed by wire transfer or by certified check or official cashier's check drawn by and upon a federally regulated or state chartered bank, the proceeds of which are immediately available; | <u>\$ 850,000.00</u> |
| TOTAL | <u>\$1,100,000.00</u> |

Any deposit made hereunder shall be paid to the **SELLER's** attorney who shall hold the same as escrow agent subject to the terms and conditions hereof and release same to **SELLER** at the time of closing or to the party entitled thereto upon sooner termination of this Agreement. Any other deposits held by other parties shall immediately be forwarded to **SELLER's** attorney to be held under the same conditions. In the event of any actual or claimed dispute, the **SELLER'S** attorney may commence an action of interpleader or similar proceeding and may deposit the down payment with a court of competent jurisdiction, whereupon said attorney shall have no further liability or obligation with regard to said funds.

Mortgage company checks or similar checks, unless certified, **DO NOT** represent immediate funds and will not be accepted at the time of closing. Trustee checks are **NOT** acceptable funds for any payment

required under Paragraph 2(c) of this Agreement. In the event SELLER or his attorney accepts BUYER's attorney's trustee check in lieu of other funds, BUYER agrees that no stop payment order or direction will be issued with respect to such check(s). This provision shall survive the closing.

It is specifically understood and agreed that at closing, BUYER shall tender to SELLER wired funds, or cashier's check(s) or bank, treasurer's or certified check(s) payable to SELLER'S attorney as trustee for SELLER, for the balance of the purchase price due at closing as set forth in this Agreement less the amounts of all mortgage payoffs. Additionally, BUYER'S attorney shall tender to SELLER separate cashier's, bank treasurer's certified check(s) for payoff of SELLER'S mortgage obligations.

At least one (1) business day before closing, for each mortgage payoff SELLER shall provide BUYER'S attorney with written directions stating the name of payee and the total amount of payoff together with a copy of the associated payoff statement(s). SELLER shall calculate the total payoff amount to include applicable per diems, late charges, etc. and shall be in an amount sufficient to pay the mortgage in full. SELLER shall be responsible to prepare the mortgage payoff package(s) and transmittal(s). Immediately after closing, SELLER'S attorney shall wire or hand deliver or send via overnight carrier the payoff funds and package to the lender(s).

3. **DEED.** The SELLER, on receiving the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or BUYER's permitted assigns, the usual Connecticut full covenant Warranty Deed (or appropriate Fiduciary's Deed) in proper form, to convey to the BUYER, or BUYER's permitted assigns, the fee simple of the Premises, free of all encumbrances except as hereinafter provided. The SELLER shall thereupon pay all real estate conveyance taxes and shall complete and deliver to the BUYER the conveyance tax forms.

4. **CLOSING.** Subject to short sale approval per Paragraph 37 of this Agreement, the deed shall be delivered at the offices of Lampert, Toohey & Rucci, 46 Main Street, New Canaan, CT, or at such place in Fairfield County, Connecticut, as may be designated by BUYER's lending institution on the **15th** day of **December, 2014** at 10:00 A.M. or sooner by mutual agreement of the parties hereto.

5. **FIXTURES.** (a) Included in this sale, for the aforesaid purchase price, are the following items, all of which items the SELLER represents are owned by SELLER, not leased, and free from security interests, liens, and other encumbrances, insofar as any of them were located on the Premises at the time of BUYER'S inspection: heating, cooling, electrical and plumbing systems and fixtures, electric light fixtures, installed wall to wall carpeting, security system, stove, storm windows and doors, screens and screen doors, window shades, venetian blinds, curtain rods, awnings, exterior television antennae, any affixed satellite dish(es), weathervanes, mail box(es), all pool equipment, garage door openers with remotes, and existing plants and shrubbery, together with all kitchen appliances, washer and dryer, light fixture includes chandeliers, generator. **Also included are: range, refrigerator and wall oven.**

(b) Specifically **excluded** from the sale are: None.

(c) Except as otherwise set forth herein, if any fixtures are leased, SELLER shall provide the name and contact information of the lessor as soon as possible, but not later the two (2) business days before the closing of title.

6. **TITLE.** (a) If, upon the date for the delivery of the deed as hereinafter provided, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to the Premises, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) calendar days, or such shorter time as may be within the term of the BUYER's mortgage commitment, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER (i) may elect to accept such title as the SELLER can convey, without modification of the purchase price, or (ii) may reject such title. Upon such rejection, all sums paid on account hereof, together with any nonrefundable expenses actually incurred by the BUYER in the aggregate not to exceed the cost of an A.L.T.A. Homeowner's Policy (or the equivalent thereof) based on the amount of the purchase price shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. SELLER shall be entitled to require BUYER to provide reasonable proof of payment of said expenses.

(b) The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, and the marketability thereof shall be determined in accordance with the Connecticut General Statutes and the Connecticut Standards of Title of the Connecticut Bar Association. Any and all defects in or encumbrances against the title which come within the scope of said General Statutes and/or Connecticut Standards of Title shall not constitute valid objections on the part of the BUYER, if such Statutes or the Connecticut Standards of Title do not so provide, and provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Statutes or Connecticut Standards of Title, and further provided title will be insurable at standard premiums by a title insurance company licensed in the State of Connecticut. Where the Statutes and Connecticut Standards of Title conflict or are found to be inconsistent, the Connecticut General Statutes shall control.

(c) The SELLER represents that the Premises and the present use thereof are not in violation of any governmental rules, codes, permits, regulations or limitations, unless same have become legally nonconforming, and there are no violations of any enforceable restrictive covenant, agreement or condition subject to which title to the Premises is to be conveyed in accordance with the terms hereof. Between the date of this Agreement and the date of closing, the SELLER will not do anything or allow anything to be done on or about the Premises which will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning or building violations and that there has been no attempt to enforce same against the SELLER during the time in which the SELLER has owned the Premises. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises which are not yet a lien on the Premises and has no knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon.

(d) Notwithstanding anything to the contrary contained in this Agreement or any riders attached hereto, in the event the SELLER after due diligence cannot obtain a release for any existing mortgage on the Premises at the time of the closing of title from the holder of said mortgage, or any assignee thereof, either because said holder will not release the mortgage without first receiving payment or because the holder has delayed in sending the attorney for the SELLER the release of mortgage, then BUYER and SELLER agree to close title notwithstanding the absence of the release of mortgage, provided the attorney for the SELLER furnishes the attorney for the BUYER, at the closing, with the written payoff statement and a copy of the payoff check evidencing that payment of the unreleased mortgage is to be made in full at the time of the closing, and with an undertaking to make said payment in accordance with said payoff statement, and further provided the BUYER's Title Insurance Company will issue a fee policy at no additional premium which takes no exception for said mortgage or mortgages or which provides affirmative coverage against loss or damage by reason of said unreleased mortgage or mortgages. SELLER shall exercise due diligence to obtain any such release or releases and will upon receipt thereof immediately record the same and forward a copy or copies thereof to BUYER's attorney with recording information. If SELLER has not obtained such release within sixty (60) calendar days after closing, he shall give to BUYER's attorney the affidavit provided for in Connecticut General Statutes Section 49-8(a), as amended, together with the necessary recording fee. This provision shall survive the closing.

(e) The Premises will be conveyed to and accepted by the BUYER subject to:

(i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same at the time of closing.

(ii) Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the date of closing; the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises.

(iii) Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable as determined under Paragraph 6(b) hereof (such exception is for purposes of this Agreement only and shall not be included in the deed, unless it was in the deed which SELLER received upon purchasing the property).

(iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.

(v) Unless otherwise specifically agreed between the parties in writing, any municipal assessment other than taxes (such as for sewers and the like) shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.

(vi) Such encumbrances as shown on Schedule A, if any.

7. **LIEN.** All sums paid on account of this Agreement and the reasonable expenses as set forth in Paragraph 6 or 11 hereof are hereby made liens on the Premises, but such liens shall not continue after default by the BUYER under this Agreement.

8. **CONDITION OF PREMISES [THIS AGREEMENT IS NOT SUBJECT TO ANY INSPECTION CONTINGENCIES].** The BUYER agrees that he has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in their present condition, subject to the provisions of Paragraph 11 hereof. SELLER represents that all appliances and systems on the Premises (including the furnace, heating and air conditioning systems and any appliances included in the sale) are in working order and will be in the same condition at the time of closing as they are on the date of this Agreement. Neither SELLER nor SELLER's agents have made any representations or warranties as to said Premises on which BUYER has relied other than as expressly set forth in this Agreement. The SELLER agrees that the condition of the Premises shall be the same on the date of closing of title as of the date hereof, subject to the provisions of Paragraph 11 hereof.

9. **BROKER(S).** The parties hereto agree **Barbara Cleary's Realty (Brett Ciarlo)** is the sole broker who negotiated the sale of the Premises, and the SELLER agrees to pay the commission for such services pursuant to separate agreement. This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that no other broker or agent brought the Premises to the BUYER's attention or was, in any way, a procuring cause of this sale and purchase. The SELLER represents to the BUYER that no other broker or agent has any exclusive sale or exclusive agency listing on the Premises. The parties hereto (jointly and severally, if more than one) hereby agrees to indemnify and hold each other harmless against any liability by reason of the claim of any other broker or agent for a commission on account of this sale, provided that it is adjudged by a court of competent jurisdiction that a commission is due by reason of such other broker or agent being the procuring cause of this sale, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, the party having notice of such claim shall promptly notify the party without notice of same who shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.

10. **APPORTIONMENT.** Real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, service contracts, dues and ordinary assessments of private associations, and common charges, if any, together with interest thereon, if any, shall be apportioned over the fiscal period for which levied. BUYER shall reimburse SELLER at closing for any fuel remaining on the Premises at then market rates. All adjustments shall be apportioned in accordance with the custom of the Bar Association of the community where the Premises are located based upon a 365 day year and the actual number of days in the month in which the closing occurs. Condominium special assessments due and payable prior to closing shall be SELLER's responsibility. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing, not to exceed six (6) months.

11. **RISK OF LOSS.** The risk of loss or damage by fire or other casualty to the buildings on the Premises until the time of the delivery of the deed is assumed by the SELLER. Throughout the period between the date of this Agreement and the delivery of the deed, SELLER shall continue to carry his existing fire and extended coverage insurance on the buildings on the Premises. In the event that such

loss or damage does occur prior to the delivery of the deed, the SELLER shall be allowed a reasonable time thereafter, not to exceed thirty (30) calendar days from such loss or damage or such shorter time as may be within the term of BUYER's mortgage commitment, within which to repair or replace such loss or damage to BUYER's reasonable satisfaction. In the event the SELLER does not repair or replace such loss or damage to BUYER's reasonable satisfaction within said time, the BUYER shall have the option:

(a) of terminating this Agreement, in which event all sums paid on account hereof, together with any nonrefundable expenses actually incurred by the BUYER in the aggregate not to exceed the cost of an A.L.T.A. Homeowner's Policy (or the equivalent thereof) based on the amount of the purchase price shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. SELLER shall be entitled to require BUYER to provide reasonable proof of payment of said expenses; or

(b) of accepting a deed conveying the Premises in accordance with all the other provisions of this Agreement upon payment of the aforesaid purchase price and of receiving an assignment of all insurance moneys recovered or to be recovered on account of such loss or damage, to the extent they are attributable to loss or damage to any property included in this sale together with the amount of the deductible withheld from payment, less the amount of any moneys actually expended by the SELLER on said repairs.

The SELLER shall not be responsible for loss or damage to trees or other plantings due to natural causes.

12. AFFIDAVITS. The SELLER agrees to execute, at the time of closing of title,

(a) an affidavit, (i) verifying the non-existence of mechanics' and materialmen's lien rights, (ii) verifying the non-existence of any tenants' rights, other than as set forth herein, (iii) verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises, and (iv) updating to the extent of SELLER's knowledge, any available survey, together with any other affidavit reasonably requested by the BUYER's lender or title company as to facts within SELLER's knowledge; and

(b) affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445 and, if SELLER is unable to provide an affidavit affirming same, the parties agree to comply with all applicable laws including all relevant provisions under Internal Revenue Code §1445, et. seq., as amended.

13. MAINTENANCE. The grounds shall be maintained by the SELLER between the date of BUYER's signing hereof and the closing of title, including the mowing of lawns, the raking of fallen leaves, the removal of fallen trees and large branches (except in uncultivated areas), and the removal of snow and ice from walks and driveways. In the event there is a pool that has been opened prior to the closing, SELLER shall continue to perform normal maintenance of same.

14. DELIVERY OF PREMISES. The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein), broom-clean,

free of all debris, litter and furnishings and shall deliver all keys, garage door openers (if any), and alarm codes (if applicable) in SELLER's possession to the BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

15. LIABILITY FOR DELAYED CLOSING. In the event of a delay in closing as set forth herein, other than as provided for under the provisions of this Agreement, through no fault of the SELLER, beyond five (5) business days, then the BUYER will reimburse the SELLER from the sixth (6th) business day to the day of actual closing of title for the SELLER's carrying costs of said property, including taxes, mortgage interest, utilities and per diem interest on SELLER's equity in the Premises, which amount shall be calculated at the rate of 1/30th of 1% of the purchase price for each day of delay from the sixth (6th) business day up to the actual date of closing. Further, in the event of a delay in the closing by more than five (5) business days, through no fault of the BUYER, SELLER shall reimburse BUYER for carrying costs for temporary housing, temporary storage of personal property, living expenses and other miscellaneous expenses at the same per diem rate of 1/30th of 1% of the purchase price for each day of delay from the sixth (6th) business day up to the actual date of closing. [For example, the per diem cost of a \$450,000 transaction would be \$150 per day.]

16. DEFAULT. If BUYER is in material default hereunder, or, on or before the date of closing as set forth herein, indicates that BUYER is unable or unwilling to perform and SELLER stands ready to perform SELLER's obligations, SELLER's sole and exclusive remedy shall be the right to terminate this Agreement by written notice to BUYER or BUYER's attorney and retain the down payment as reasonable liquidated damages for BUYER's inability or unwillingness to perform. It is the intention of the parties hereto freely to make advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, such as any of the following which might be necessary to place SELLER in the position SELLER would have been in had BUYER made timely performance: costs of carrying, maintaining, insuring and protecting the property; loss of interest income on the proceeds; loss of optimum market time, value and conditions; the uncertainty, delay, expense and inconvenience of finding a substitute buyer; additional commissions, fees, taxes and borrowing expenses to meet obligations entered into in anticipation of performance. In such event and upon SELLER's written notice of termination, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement. In no event shall the closing, or any extension thereof, take place later than twenty-one (21) calendar days from the date of closing set forth in Paragraph 4 hereof, subject to the provisions of Paragraphs 6 and 11. In the event closing has not taken place by the end of said twenty-one (21) day period, through no fault of the non-delaying party, the delaying party shall be deemed in default. If SELLER defaults hereunder, BUYER shall have such remedies as BUYER shall be entitled to at law or in equity, including, but not limited to, specific performance.

The foregoing notwithstanding, a delay in the closing through no fault of the BUYER which results in either the loss of the BUYER'S mortgage commitment or an adverse change in the terms of such commitment shall entitle BUYER to rescind this Agreement and the SELLER shall forthwith refund all sums heretofore paid by the BUYER on account of the purchase price, whereupon all rights and liabilities of the parties hereto by reason of this Agreement shall terminate.

17. MORTGAGE CONTINGENCY. Intentionally Omitted.

18. **PROPERTY CONDITION DISCLOSURE FORM.** Attached hereto as a Rider is the Property Condition Disclosure Form required by Section 20-327b of the Connecticut General Statutes. In the event the SELLER has not furnished BUYER with the Property Disclosure Form, if required by Section 20-327b of the Connecticut General Statutes, with or prior to the BUYER's execution of this Agreement, the SELLER shall give and the BUYER shall receive a credit of \$300.00 against the purchase price at closing.

19. **LEAD-BASED PAINT.** By signing this contract, BUYER acknowledges that the lead paint contingency granted pursuant to 42 USC 4852d as set forth in the Lead Paint Disclosure report attached to this Agreement has been waived or has been satisfied, and that the BUYER has no further testing period for lead paint.

20. **DELIVERY OF DOCUMENTS.** The SELLER shall deliver to the BUYER prior to closing any documents, informational materials, building plans and any surveys in the SELLER's possession pertaining to the Premises, the appliances and the systems on or within the Premises.

21. **NOTICES.** All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the SELLER shall be sent to:

Philip J. Toohey, Esq.
Lampert, Toohey & Rucci, LLC
46 Main Street
New Canaan, CT 06840
Phone (203) 972-8100
Fax (203) 972-8716
E-mail: phil@lwtlaw.com

Notices to the BUYER shall be sent to:

Christian W. Bujdud, Esq.
1200 Summer Street
Stamford, CT 06905
Phone: (203)327-4775
Fax: (203)
E-mail: cwboffice@gmail.com

22. **RIGHT TO WITHDRAW.** This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto, receipt by the SELLER's attorney of the full payment of the deposit set forth herein, and delivery of a fully executed Agreement to the BUYER's Attorney.

23. **ASSIGNMENT.** This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld or delayed. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.

24. **IRS REPORTING COMPLIANCE.** Unless otherwise required by law or as set forth in a separate designation agreement, BUYER shall cause BUYER's attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing.

25. **ACCEPTANCE OF DEED.** The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

26. **REPRESENTATIONS.** Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement including all Attachments shall survive delivery of the deed and all representations by SELLER are made to the best of SELLER's knowledge and belief and without duty of inquiry. Seller shall have an affirmative obligation to notify Buyer if any of these representations are no longer true. Except in the event of an intentional misrepresentation, if BUYER discovers prior to the closing of title any material representation contained in this Agreement including all Attachments to be untrue or inaccurate, the remedy of the parties shall be those available to them in the event of a valid defect in or objection to title, as set forth in paragraph 6(a), above. In the event of an intentional misrepresentation, Buyer shall have available all rights in either law or equity.

27. **SELLER'S REPRESENTATIONS REGARDING BANKRUPTCY.** Seller represents that they are not presently, nor have they been, debtors in a bankruptcy proceeding in which the Bankruptcy Court has continuing jurisdiction presently over their assets. The Seller further represents that the real estate, subject of this transaction, is not in the hands of a receiver or other liquidating agent. These representations shall survive the closing of title.

28. **EFFECT.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

29. **COSTS OF ENFORCEMENT.** Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party.

30. **GENDER.** In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

31. **COUNTERPARTS / FACSIMILE / ELECTRONIC MAIL.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The Parties hereto agree

that this Agreement may be transmitted between them or their respective attorneys by facsimile. The Parties intend that faxed signatures constitute original signatures and that an Agreement containing the signatures (original or facsimile) of all the parties is binding on the parties once sent via facsimile or via electronic mail to the opposing counsel.

32. **ENTIRE AGREEMENT.** All prior understandings, agreements, representations and warranties, oral and written, between SELLER and BUYER are merged in this Agreement. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by both parties.

33. **CAPTIONS.** The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

34. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

35. **ALTERATION OF STANDARD FORM.** The Buyer and Seller acknowledge that this is the current Residential Real Estate Sales Agreement as shown on the Fairfield County Bar Association website and agree all deviations and changes made by either the SELLER's or BUYER's attorney must be clearly marked in bold, underline, large font, typeface, handwritten or otherwise highlighted to indicate the change(s). Should a change be made without clear marking or delineation, such provision shall be deemed not to be a part of this Agreement for any purpose, and shall be replaced with the provision of the Current Standard Form that has been changed or eliminated. Any eliminated sections of the Standard Form shall also be deemed to be a part of this Agreement unless a reference to its deletion clearly marked as defined herein or described in a separate cover letter. Addenda, exhibits and riders to this Agreement are not subject to the requirements of this paragraph.

36. **CLOSING CUSTOMS.** The Buyer and Seller agree to follow the procedures contained in the Closing Customs of the Fairfield County Bar Association (effective May 9, 2007). However, these Closing Customs may be superseded by the written agreement of the Buyer and Seller.

37. POST CLOSING ACCESS. The parties hereto agree that the Seller, through its representatives, shall have the right to lave personal property in the balloon loft area. The Seller, through its representatives, shall have the right to enter the property to access the balloon loft area to remove the personal property from the premises from the date of closing through December 15, 2015. Seller shall maintain appropriate liability insurance

during this period of time, naming Buyer as a certificate holder on the insurance.

38. RIGHT OF FIRST REFUSAL. The property is subject to a right of first refusal to the Town of Newtown (Volume 865, Page 799 of the Newtown Land Records). Seller shall deliver notice of this proposed sale to the Town upon receipt of a partially executed contract from the Buyer and keep Buyer informed of progress made with the Town of Newtown.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day first above written.

FLYING RIDGE, INC.

By _____
Rawn Fulton, Secretary
Tax ID: 06-0357634

By _____
Travis Fulton, President

Santo Silvestro, BUYER
Social Security No: _____

Title to said Premises is to be taken in the name or names of:

as _____

This is the May 13, 2009, version of the Fairfield County Bar Association Residential Real Estate Sales Agreement approved and adopted by the Fairfield County Bar Association.

ATTACHMENTS:

SCHEDULE A

- Description of Premises
- Exceptions to Title [see Paragraph 6(e)(vi)]

PROPERTY CONDITION DISCLOSURE FORM [see Paragraph 18]

MOLD AND MOLD-FORMING CONDITION DISCLOSURE

LEAD PAINT DISCLOSURE

SCHEDULE A

All that certain real property situated in Newtown, Connecticut being show and designated as "Remaining Lands of Travis and Rawn Fulton" on a certain map entitled "Data Accumulation Plan Depicting Open Space to be Conveyed to the Town of Newtown Platts Hill Road & Orchard Hill Road Newtown, Connecticut" dated 11/3/05, prepared by Spath-Bjorklund Associates, Inc., which map is on file in the Newtown Town Clerk's office as map 7791, being more particularly bounded and described as follows:

FIRST PARCEL (18 Platts Hill Road)

Northerly: by land now or formerly of Martin;
Easterly: by Orchard Hill Road;
Southerly: by Platts Hill Road;
Westerly : by the Open Space Parcel as shown on said map;
Northerly again
and Westerly again: by land now or formerly of Devack

SECOND PARCEL (22 Platts Hill Road)

Northerly and
Easterly: by the Open Space Parcel as shown on said map;
Southerly: by Platts Hill Road; and
Westerly: by land now or formerly of Humphreys and D'Ausilio and land now or formerly of Pomponio.

Said premises to be conveyed subject to the following:

1. Limitations of use imposed by governmental authority;
2. Taxes to the Newtown Tax Collector, next becoming due and payable;
3. Easement to American Telephone and Telegraph Company dated April 12, 1967 and recorded in Volume 204 at page 455 of the Newtown land records.
4. Aeronautical Easement dated April 14, 1993 and recorded in Volume 466 at Page 231 of the Newtown Land Records.
5. Reservations, easements, agreements and restrictions set forth in a deed from Gould Realty Company to Flying Ridge, Inc. dated April 14, 1993 and recorded in Volume 466 at Page 231 of the Newtown Land Records.
6. Reservations and easements contained in a deed to the Town of Newtown dated November 9, 2005 and recorded in Volume 865 at Page 797 of the Newtown Land Records.
7. Development Easement to the Town of Newtown dated November 9, 2005 and recorded in Volume 865 at Page 797 of the Newtown Land Records.
8. Right of First Refusal in favor of the Town of Newtown dated November 9, 2005 and recorded in Volume 865 at Page 799 of the Newtown Land Records.