

**Town of Rocky Hill
Legal Notice**

THE TOWN OF ROCKY HILL WILL HOLD A PUBLIC HEARING ON MONDAY OCTOBER 3, 2016 AT 6:30 PM IN THE COUNCIL CHAMBERS OF TOWN HALL, 761 OLD MAIN STREET, ROCKY HILL, CT ON A PROPOSED ORDINANCE TITLED, "ORDINANCE AUTHORIZING PURCHASE OF PROPERTY OWNED BY PATRICIA NORDGREN LOCATED AT 45 MEADOW ROAD."

Interested parties may be heard at this time.

**ORDINANCE AUTHORIZING PURCHASE OF PROPERTY OWNED BY PATRICIA
NORDGREN LOCATED AT 45 MEADOW ROAD**

WHEREAS, The Town of Rocky Hill wishes to purchase certain real property owned by Patricia Nordgren for the purpose of open space preservation; and

WHEREAS, the owner of said property has executed an Agreement for the Purchase and Sale of said property, the terms of which Agreements have been approved by the Town Council; and

WHEREAS, Pursuant to Charter Section C4-16, said interest in real property can only be purchased through the passage of an ordinance; and

WHEREAS, the Town Manager is authorized to execute said Agreements for the Purchase and property by the Town Council;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF ROCKY HILL that the following Ordinance is adopted:

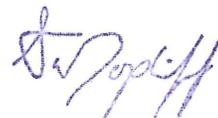
The Town of Rocky Hill is authorized to purchase the property owned by Patricia Nordgren, located at 45 Meadow Road, Rocky Hill, CT pursuant to certain Agreements for the Purchase and Sale of said property. A copy of the Agreement is on file in the office of the Town Clerk and has been posted on the Town bulletin board and the Town web site.

Dated in Rocky Hill, CT this 27th day of September 2016.
Jo-Ann Booth, Clerk of the Council

PRESS: Please publish on Monday September 27, 2016
AFFIDAVIT OF PUBLICATION REQUESTED

RECEIVED FOR RECORD
ROCKY HILL TOWN CLERK

2016 SEP 20 A 9:32



PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the ____ day of September, 2016, by and between PATRICIA NORDGREN of 45 Meadow Road, Rocky Hill, Connecticut 06067 (hereinafter referred to as the "SELLER"), and the TOWN OF ROCKY HILL, a Connecticut municipal corporation (hereinafter referred to as the "BUYER").

WITNESSETH

In consideration of One Dollar (\$1.00) and other good and valuable consideration and of the mutual agreements hereinafter made, the parties hereto agree as follows:

1. PREMISES. The SELLER, in consideration of the payment of the purchase price hereinafter specified, hereby agrees to sell and convey, and the BUYER hereby agrees to purchase, subject to the conditions set forth herein, the real property commonly known as 45 Meadow Road, Rocky Hill, Connecticut 06067 (hereinafter referred to as the "PREMISES"), said PREMISES being more particularly described in Schedule A attached hereto and made a part hereof.

2. TITLE. The PREMISES shall be conveyed to the BUYER free and clear of all encumbrances, liens or exceptions to title, other than those hereinbefore set forth in Schedule A attached hereto, and subject to the provisions of this Paragraph. The title herein required to be furnished by the SELLER shall be marketable, and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force. Any and all defects in and encumbrances against the title, which come within the scope of said Standards, shall not constitute a valid objection on the part of the BUYER, if such Standards do not so provide; provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Standards. In the event, however, that the examination of title reveals any encumbrance or defect other than as herein provided for, the BUYER shall have the option to waive the same and complete the transaction, but in the absence of such waiver, the SELLER shall be allowed thirty (30) days after written notice thereof within which to eliminate such encumbrance or defect. If such elimination is not completed within said period of thirty (30) days or if the SELLER within said period gives written notice of the SELLER's inability or unwillingness to eliminate the same at the SELLER's own expense, and, in either case, if such elimination has not been waived by the BUYER, all rights, duties and obligations of the respective parties hereunder shall terminate, including the right of the BUYER thereafter to waive such elimination. A title search shall be procured by and paid for by the BUYER.

The SELLER, on receiving the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or the 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 the BUYER's permitted assigns, the fee simple of the PREMISES, free of all encumbrances. The SELLER shall thereupon pay all real estate conveyance taxes and shall complete and deliver to the BUYER the conveyance tax forms.

last determined tax, assessment or rate shall be used for the purposes of the adjustment.

The SELLER represents that the SELLER has not been notified or become aware of any sewer or other municipal assessment or charges related thereto which may be levied against the PREMISES. In the event that such notice is received by the SELLER prior to the closing, such assessment or charge shall be paid by the SELLER whenever due, unless otherwise provided for herein.

7. CLOSING DOCUMENTS. At the closing, the SELLER shall deliver to the BUYER:

- (a) The Deed referred to in Paragraph 4 herein;
- (b) Evidence of authority of the signer of the Deed to convey title to the PREMISES;
- (c) Releases of any monetary liens on the PREMISES;
- (d) Title affidavit; and
- (e) FIRPTA Affidavit.

8. (a) TESTING CONTINGENCY. At all times prior to the closing, the BUYER shall have the right to conduct survey, planning, engineering, and environmental tests, inspections, appraisals or studies concerning the condition of the PREMISES, and the SELLER hereby grants the right to the BUYER and/or its agents and employees to enter the PREMISES with personnel and equipment to conduct such tests, inspections, or studies. The BUYER agrees to hold the SELLER harmless from any loss, damage, claim or injury arising out of the BUYER's exercise of its rights under this Paragraph.

If the results of any such tests, inspections, surveys, appraisals or studies concerning the condition of the PREMISES are unsatisfactory to the BUYER, in its sole discretion, then the BUYER shall have the right to terminate this AGREEMENT by written notice to the SELLER prior to the date of closing of title, whereupon the parties shall not have any further rights against the other. All such testing shall be completed within 90 days.

(b) RESIDENTIAL ACCESS CONTINGENCY. N/A

(c) REMOVAL OF DEBRIS. Scattered trash and/or debris, including any discarded trailer and/or other vehicles and/or parts belonging thereto located on the PREMISES must be removed prior to closing. *Any and all items, including trailer can remain on the property. PAM*

(d) REMOVAL OF ITEMS. The SELLER shall defend, protect, indemnify, and hold the BUYER harmless from and against all liabilities, actions, damages, claims, demands, liens, encumbrances, judgments, losses, costs, expenses, suits, and attorneys' fees and costs, and shall defend the BUYER in any action, suit, or other proceeding, including appeals in connection with, or arising from, the BUYER's removal of any personal property left at the PREMISES at

13. ENVIRONMENTAL MATTERS.

(a) The SELLER represents and warrants to the BUYER that to the best of the SELLER's knowledge and belief:

i. The SELLER has not received notice that any use of or condition of the PREMISES attributable to it is in violation or has violated any restriction, municipal ordinance, governmental law or regulation nor has the SELLER reason to believe that any such violation exists or has existed; and

ii. The PREMISES are not the subject of any pending, threatened or anticipated claim, lawsuit, agency proceeding, or other legal, quasi-legal or administrative action or investigation due to activities attributable to it.

(b) The SELLER represents and warrants to the BUYER that the SELLER has no knowledge that hazardous substances have been generated or stored at or on the PREMISES, since the SELLER acquired the PREMISES.

The aforesaid representations and warranties in (a) and (b) shall survive the closing date and delivery of the deed hereunder until one (1) year from the closing date, at which time the aforesaid representations and warranties shall terminate.

14. BUYER'S INTENT/APPROVALS. The BUYER represents that the purchase of this property is for the preservation of Open Space. The BUYER's performance hereunder shall be contingent on the BUYER obtaining, at its sole cost, all necessary governmental approvals required pursuant to the Charter of the Town of Rocky Hill and the Connecticut General Statutes, including the enactment of a certain ordinance pursuant to section 4-16 of the Charter of the Town of Rocky Hill. If the BUYER does not obtain such approvals within 90 days, the BUYER reserves the right to terminate this AGREEMENT by written notice to the SELLER, whereupon neither of the parties shall have any further rights against the other, and the deposit shall be refunded to the BUYER within 10 (ten) business days of the SELLER's receipt of Notice.

15. CONDEMNATION.

(a) The SELLER shall promptly notify the BUYER in the event that all or any portion of the land or the buildings thereon is or is threatened to be taken by any public or private authority other than the Town of Rocky Hill or any of its political subdivisions under the power of eminent domain or condemnation. In the event of any taking of the land or the buildings or any portion thereof by eminent domain or condemnation, the SELLER shall promptly advise the BUYER in writing of the award offered by the condemning authority.

(b) In the event of a taking referred to in subparagraph (a) above, the BUYER, at its sole option, may terminate this AGREEMENT, or elect to accept a conveyance of the land



- Essements
- Parcels w/Aerials
- CT Highways
- Interstate
- US Highway
- State Highway
- Town Boundary For Aerial Ph.
- CT Communities
- CT Communities Opaque



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