

**AGREEMENT FOR THE PURCHASE OF REAL PROPERTY
BY AND BETWEEN THE UNITED STATES OF AMERICA
AND
CITY OF NEW LONDON**

THIS AGREEMENT FOR THE PURCHASE OF REAL PROPERTY (the "Agreement") is made and entered into this 29th day of September, 2010, by and between the City of New London, County of New London, in the State of Connecticut (the "Seller"), for itself, executors, administrators, successors, and assigns, and **THE UNITED STATES OF AMERICA**, acting by and through the United States General Services Administration, or its authorized representative (the "United States").

In consideration of the mutual undertakings and covenants herein contained, Seller and the United States hereby covenant and agree as follows:

1. **Agreement to Buy and Sell Property.** Seller agrees to sell, convey, assign and transfer to the United States, and the United States agrees to purchase and acquire from Seller all of Seller's right, title and interest in and to that certain land located in the City of New London, County of New London and State of Connecticut as shown in the Exhibit A attached hereto and made a part hereof with a legal description to be finalized pending a final survey on mutually agreed upon boundary, together with any buildings, structures and improvements currently situated on the Land (the foregoing collectively referred to herein as the "Property"). Seller hereby represents that the Land is 9.14 acres more or less, being a portion of the same land conveyed to Seller by the following deeds to the City of New London recorded in: Volume 85, Page 280; Volume 104 Page 558; Volume 104 Page 634; Volume 108 Page 488; Volume 116 Page 89.
2. **Title.** Seller shall convey to the United States fee simple title in the Property by deed, clear, free, and unencumbered, except subject to a sewer easement in favor of the City of New London (the "Deed").
3. **Purchase Price.** The agreed upon purchase price for the Property is Two Million, Nine Hundred Thousand Dollars (\$2,900,000.00) ("Purchase Price") to be paid to Seller by a United States Treasury Check.
4. **Representations and Warranties of Seller.** Seller represents and warrants to the United States as of the date hereof as follows:
 - (i) Seller has full right, power, and authority to enter into this Agreement and to convey the Property subject to a voter referendum overturning the sale by the citizens of the City of New London; and
 - (ii) There are no leases, licenses or other rental agreements or occupancy agreements (written or verbal) which grant any possessory interest in and to any space on the Property; and
 - (iii) Seller has received no written notice of litigation affecting the Property or Seller's ability to fulfill all of its obligations under this Agreement, nor has any such action been threatened in writing.

5. Environmental. A Phase I Environmental Site Assessment has already been performed by the United States at its own expense. The United States shall have the right to perform any further environmental testing and/or surveys on the Property as may be necessary prior to the Closing. In the event contaminants are found on the Property prior to the Closing, the United States shall have the right, in its sole and absolute discretion, (1) to terminate this Agreement, in which case this Agreement shall be deemed null and void and of no force and effect; or (2) to accept the Property in the condition it is in with an equitable adjustment of the Purchase Price which is mutually agreed upon by the parties.

6. Obligations of Seller Prior to Closing.

- (iv) Seller covenants that between the date of Seller's execution of this Agreement and the Closing (defined below), Seller will not:
 - (a) Enter into any new lease for space at the Property;
 - (b) Encumber the Property or enter into any agreement impacting the Property; or
 - (c) Do, or suffer others to do, any act which would diminish the value or title to the Property and/or any portion thereof.
- (ii) Prior to the date title vests of record in the United States, Seller may remove all personal items from the Property; and will surrender the same in a clean, safe condition.

7. Closing. The consummation of the transaction contemplated by this Agreement (the "Closing") shall take place in such manner, at such time and on such date as the United States determines in its sole discretion. The parties acknowledge that no closing can take place before the referendum vote by the electors of the City of New London nor before the City complies with the notice and hearing requirement of CGS Section 7-131n. Notwithstanding the foregoing, in no event shall the closing extend beyond November 14, 2011.

The United States shall give Seller not less than three (3) business days prior written notice of the date on which Closing is to occur. Prior to the Closing, the United States will prepare a Deed conveying title to the Property to the United States. At such time as the United States' shall request, Seller agrees to promptly execute and have acknowledged said Deed and deliver the same in such manner as directed by the United States in exchange for a Treasury check for the Purchase Price, as adjusted by this contract, if any, which check shall be held in escrow by Connecticut Attorneys Title Insurance Company and thereafter the United States shall arrange for the recording of said Deed and pay for all recording costs and Deed transfer taxes associated with the same. Following the recording of said Deed and after receipt of the Attorney General's approval, if necessary, that title to the property will be properly conveyed to the United States, the escrow funds will be released to the Seller. Seller hereby agrees to execute any other documents reasonably necessary to effectuate the transaction contemplated by this Agreement including, without limitation, any other instruments as the United States' title insurance company may reasonably require. The United States shall have full possession and use of the Property, subject only to the exceptions, if any, stated in paragraph 2 above, as of the date payment of the Purchase Price is made to the Seller.

This Agreement shall be null and void if the measure is disapproved by the City Council of New London and/or if a referendum vote fails to support the sale by the City.

8. Adjustments. Seller understands that all taxes, assessments and water and sewer use charges shall be paid in full at or before the transfer of title. In the event Seller fails to do so, the United States may elect to pay any outstanding taxes, assessments and/or water and sewer use charges and the amount of any such payments shall be deducted from the Purchase Price. If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.
9. Risk of Loss. Seller shall be solely responsible for any loss or damage to the Property or any portion thereof that occurs prior to the date of Closing including, without limitation, any loss or damage to the Property by fire or by reason of the unauthorized cutting or removal of products therefrom. In the event of any such loss or damage, the United States may refuse, without liability, to accept the conveyance of the Property, or it may elect to accept the conveyance of the Property upon an equitable adjustment of the Purchase Price which is mutually agreed upon by the Parties.
10. Right of Entry. Seller agrees that following the execution of this Agreement by the Seller, officers and agents of the United States shall have at all reasonable times the unrestricted right and privilege to enter upon the Property for all lawful purposes, including the examination thereof. Upon request of the United States, Seller agrees to execute a separate License or Right of Entry Agreement authorizing the foregoing.
11. Surveys and Title Examination. The United States, at its sole cost and expense, shall have the right to obtain an abstract, certificate of title, or other evidence of title satisfactory to the Attorney General. The legal description of the Property may be subject to modification in order to comply with survey standards required by the United States.
12. Termination Rights. Pursuant to the terms of the Anti-Deficiency Act (31 U.S.C. §1341) and notwithstanding anything to the contrary contained in this Agreement, it is mutually understood and agreed that the acquisition of the Property is conditioned upon the availability of funding for this acquisition. In the event there is not sufficient funding, the United States shall have the right to terminate this Agreement. It is further understood and agreed that the United States shall have the right to terminate this Agreement in the event the United States no longer desires to purchase the Property. In the event of any termination of this Agreement by the United States, this Agreement shall be deemed null and void and of no force and effect and neither party shall have any further rights or obligations hereunder.
13. Notices. Unless expressly stated otherwise, all notices, requests, demands and other communications required to be given under this Agreement shall be given in writing by any of the following means: (i) certified mail, postage pre-paid, return receipt requested; (ii) other nationally recognized overnight delivery service; or (iii) personal service, and shall be effective and binding upon the Seller upon date of mailing or delivery.

To Seller:
City Manager

City Hall
181 State Street
New London, CT 06320

To the United States:
General Services Administration
Real Property Utilization and Disposal (1PZ)
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Attention:

14. Such addresses may be changed by notice to the other parties given in the same manner as provided above.

Miscellaneous

- (v) It is mutually understood and agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising therefrom. Notwithstanding the foregoing, nothing herein contained shall be construed to extend to any incorporated company, where such Agreement is made for the general benefit of such company.
- (vi) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
- (vii) This Agreement may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Executed copies hereof or any amendments hereto may be delivered by facsimile or electronic mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.
- (viii) It is mutually understood and agreed that this Agreement will not be assigned in whole or in part without the prior written consent of the United States.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller and the United States have signed this Agreement and affixed their respective seals on the day first above written.

WITNESS:

By: Chad Ridinger
Name: Chad Ridinger

By: Martin H. Berliner
Name: MARTIN H. BERLINER
Title: CITY MANAGER

UNITED STATES OF AMERICA
By and through the United States General Services
Administration

WITNESS

By: John P. M. A. de
Name: John P. M. A. de
Title: Deputy Secretary

By: Steven M. Smith
Name: Steven M. Smith
Title: Contracting officer

EXHIBIT A

LEGAL DESCRIPTION