July 20, 2023

Planning and Zoning Commission
Watertown Municipal Government Center
61 Echo Lake Rd
Watertown, CT 06795

Re: Request for Approval under General Statutes §8-24

Commissioners,

On July 17, 2023, during the Town Council meeting, a decision was made to authorize the Town Manager to enter into an Agreement to Purchase Real Estate with Watertown Main Street LLC. This is a Connecticut limited liability company located at 184 Fern Avenue, Litchfield, CT 06759. The purpose of the agreement is to facilitate the purchase and development of a specific portion of 666-686 Main Street, Watertown, CT. The area to be purchased is approximately 7/10 of an acre (0.7 acres), more or less, as described in Exhibit A.

We have also attached the Contract of Sale, which outlines the details of the Purchase and Improvements agreed upon, and a map outlining the specific portion to be purchased.

Furthermore, this letter serves as a formal referral pursuant to §8-24 in accordance with applicable regulations.

Respectfully,

[Signature]
Mark A. Raimo
Town Manager
CONTRACT OF SALE

WATERTOWN MAIN STREET, LLC

as Seller,

and

TOWN OF WATERTOWN

as Purchaser,

Dated:

July , 2023
THIS CONTRACT OF SALE (this “Agreement”) is dated July ____, 2023, between
WATERTOWN MAIN STREET LLC a Connecticut limited liability company with an
address of 184 Fern Avenue, Litchfield, CT 06759 ("Seller"); and the TOWN OF
WATERTOWN a municipal corporation with its principal place of business at 61 Echo Lake
Road, Watertown, CT 06795 ("Purchaser").

Seller and Purchaser, in consideration of the mutual covenants herein contained, hereby
covenant and agree as follows:

Article 1. Description of Premises.

1.1 Description of Premises. This Agreement concerns the following premises:

(a) The parcel of land more particularly described on Exhibit A attached
hereeto being a portion of the property located at 666-686 Main Street, Watertown, CT and
comprising approximately 7/10 of an acre (0.7), more or less;

(b) All improvements made on the property pursuant to Paragraph 19 of this
Agreement (collectively, the “Improvements”);

(c) all right, title and interest of Seller in and to the land lying in the bed of
any street or highway in front of or adjoining the Land, and all other appurtenances (excluding
utility rights and easements and any equipment lying in the bed of any such street or highway
owned or used by Seller) to the Land and Improvements (collectively, the “Appurtenances”).

The Land, together with the Improvements on and the Appurtenances to the Land, are
hereinafter sometimes collectively referred to as the “Premises.”
1.2. **Conveyance of Premises.** Upon the terms and subject to the conditions of this Agreement, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Premises.

**Article 2. Purchase Price.**

2.1. **Purchase Price.** The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Premises is ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS ($1,500,000.00), payable in accordance with the provisions of this Article 2. The Purchase Price shall be paid to Seller by Purchaser at Closing.

2.2. **Adjustment of Cash.** The cash payment required at the Closing will be increased or decreased, as the case may be, to account for all items to be adjusted and apportioned in accordance with Article 10 below.

2.3. **Acceptable Funds.** All monies payable under this Agreement, unless otherwise specified herein, shall be paid by immediately available funds either wire transferred to an account designated by Seller or paid to Seller at Closing by certified check.

**Article 3. Governmental Approvals, Authorization of Conveyance and Use of Premises.**

3.1. **Understandings of the Parties.** Seller and Purchaser agree and acknowledge that:

(a) This Agreement, and the sale of the Premises to Purchaser as provided herein, are specifically conditioned upon the Seller meeting the following conditions (the “Seller’s Conditions”):

(i) the receipt by Seller of all appropriate approvals necessary to improve the Premises for Purchaser’s intended use in accordance with the terms set forth in
Paragraph 19 this Agreement (the “Seller’s Conditions”), including approvals from the appropriate Town of Watertown departments and commissions, including, but not limited to, the Building Department, the Planning and Zoning Commission and the Inland Wetlands Commission as well as any subdivision approval, as required; and

(ii) the Seller completing the improvements set forth in Paragraph 19; and

(iii) the Seller terminating a certain Lease dated March 25, 2015 (the “Lease”) by and between Seller and Westbury Music, LLC (the “Tenant”) on terms mutually agreeable to Seller and Tenant and Tenant vacating the leased premises.

(b) This Agreement is also specifically conditioned upon Purchaser obtaining the following (the “Purchaser’s Conditions”):

(i) Town of Watertown Planning and Zoning Commission approval under General Statutes §8-24 for the purchase of the Premises.

(ii) Town of Watertown Town Council and the Town Meeting shall have approved the expenditure contemplated herein.

If either the Seller’s Conditions or the Purchaser’s Conditions are not satisfied on or before August 30, 2023, either party may terminate this Agreement by providing the other party with written notice of such termination on or before August 30, 2023. If neither party provides such notice on or before August 30, 2023, this Agreement shall remain in full force and effect.

3.2. Cooperation. Each party shall cooperate with the efforts of the other party (but without expense to the cooperating party) in seeking the approvals described in Section 3.1, including without limitation making available plans and personnel for hearings. Each party shall
give the other reasonable advance notice of the holding of any public hearings with third parties in connection with the efforts of the party seeking said approvals. Each party shall, at the other party’s request, provide the other with a copy of any applications or other written material sent or received in connection with seeking said approvals. Neither party shall be obligated to appeal a denial or deferral of any such approval that such party is seeking.

Article 4. The Closing.

4.1. Date, Place and Time of Closing. The transfer of title to the Premises under this Agreement is referred to as the “Closing.” The date on which the Closing shall occur under this Agreement is referred to as the “Closing Date.” The Closing shall be held at the offices of Purchaser, 61 Echo Lake Road, Watertown, CT 06795, commencing at 10:00 A.M. on the Closing Date, or as otherwise agreed by Seller and Purchaser. The Closing Date shall be on the date which is sixty (60) days following the later to occur of: (a) the date on which Seller provides Purchaser with written notice that Seller has satisfied the contingencies set forth in Section 3.1(a); and (b) the date on which Purchaser provides Seller with written notice that Purchaser has satisfied the contingencies set forth in Section 3.1(b). If said date is not a business day, the Closing Date shall be the second business day following said date. It is the intent of Seller and Purchaser to use reasonable efforts to cause the Closing Date to be no later than the date determined by the immediately preceding sentence, or at a date mutually agreed to by Seller and Purchaser.

4.2. Adjournment of Closing Date. If the Closing does not occur within 30 days after the scheduled Closing Date owing to the fault of Purchaser, Purchaser shall automatically be in
default under this Agreement and Seller shall have the right to terminate this Agreement. If the Closing does not occur within 30 days after the scheduled Closing Date owing to the fault of Seller, Seller shall automatically be in default under this Agreement and Purchaser shall be entitled to specific performance pursuant to Section 12.1 of this Agreement.

Article 5. Acceptable Title and Clearing Title.

5.1. Acceptable Title. Seller shall convey and Purchaser shall accept title to the Premises in accordance with the terms of this Agreement, subject to the liens, encumbrances and exceptions to title set forth on Exhibit A, and to the following:

(a) any restriction or limitations imposed or to be imposed by any governmental authority, including the zoning and planning rules and regulations of Watertown;

(b) taxes of the Town of Watertown which become due and payable after the Closing Date, which taxes Purchaser will assume and agree to pay as part of the consideration for the deed, Seller being responsible for installments due prior to the Closing for any taxes or municipal assessments and/or liens;

(c) encroachments of ledges, fences, hedges and retaining walls projecting from the Premises over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Premises; provided that title is not rendered unmarketable by such encroachments and that the Premises are not rendered unusable by Purchaser for Purchaser’s intended purpose by such encroachments;

(d) public improvement assessments and sewer connection charges, or other assessments and/or any unpaid installments thereof, which assessments and/or installments
become due and payable after the Closing Date, which assessments and/or installments Purchaser will assume and agree to pay as part of the consideration for the deed;

(e) any state of facts shown or which would be shown by an accurate survey and physical inspection of the Premises; provided that title is not rendered unmarketable by such fact(s) and that the Premises are not rendered unusable by Purchaser for Purchaser’s intended purpose by such fact(s); and

(f) all rights of utility companies for the erection and/or maintenance of water, gas, electric, telephone, sewer or other utility pipes, lines, poles, wires, conduits or other like facilities, and appurtenances thereto, over, across and under the Premises, as shown on the Watertown Land Records as of the date hereof; provided that title is not rendered unmarketable by such rights and that the Premises are not rendered unusable by Purchaser for Purchaser’s intended purpose by such rights.

5.2. Clearing Title. (a) Seller shall convey and Purchaser shall accept fee simple title to the Premises in accordance with the terms of this Agreement, subject to: (i) the exceptions referred to in Section 5.1 herein and Exhibit A; (ii) the standard printed exceptions in the ALTA form of policy in use in the State of Connecticut; and (iii) such other matters as any of the title insurance companies specified in subsection (b) below shall be willing to omit as exceptions to coverage or to except with affirmative insurance coverage (including cost of defense) against collection out of or enforcement against the Premises, provided such other matters do not render the Premises unmarketable or unusable for Purchaser’s intended purpose. Nothing shall constitute an encumbrance, lien or exception to title for the purposes of this Agreement if the Standards of Title of the Connecticut Bar Association recommends that no
correction or curative action is necessary in circumstances substantially similar to those presented in the title to the Premises. Seller shall not voluntarily create, or permit to be created, any further liens, easements or encumbrances against the Premises. Seller shall not be required to bring any action or proceeding or to incur any expense to cure any title defect, except as set forth in the preceding sentence and the obligation to obtain releases of any consensual monetary encumbrances affecting the Premises at the time of Closing.

(b) No later than Sixty (60) days from the date of this Agreement, Purchaser shall deliver to Seller and Seller’s counsel a copy of Purchaser’s title report or title insurance commitment for the Premises (and Purchaser’s survey, if any has then been obtained) and a written notice from Purchaser to Seller stating whether such title report or commitment (or survey, if obtained) reveals one or more defects that prevent Seller from conveying title in accordance with this Agreement. Purchaser’s failure to deliver said title report or title insurance commitment and written notice to Seller within Sixty (60) days from the date of this Agreement shall be deemed to be a waiver of Purchaser’s rights and remedies under this Article 5. Other than such defects expressly set forth in Purchaser’s timely written notice to Seller, Purchaser shall be deemed to have accepted the state of title shown on such report or commitment and survey, if a survey has been obtained. If Purchaser does so notify Seller of such defects and such defects relate to the marketability of title to the Premises and not to whether the Premises are useable for Purchaser’s intended purpose, Seller shall have 30 days following such notice to cure such defects or to locate a title insurance company licensed to do business in Connecticut and acceptable to Purchaser to insure title to the Premises at Purchaser’s expense without exception for such defects (or with affirmative coverage for such defects, including cost of defense). If the
cost of such insurance exceeds the Connecticut all-inclusive rate, Seller shall pay the excess
premium over the all-inclusive rate. If the cost of such insurance exceeds the Connecticut all-
inclusive rate by more than $1,000, Seller may cancel and terminate this Agreement, in which
event this Agreement shall be terminated except for Purchaser’s surviving indemnity obligations.
If Seller shall accomplish same within such period and shall be able to convey title in accordance
with the terms of this Agreement and shall give notice to Purchaser, the Closing shall then occur.
If (i) Purchaser does so notify Seller of such defects and such defects render the Premises
unusable for Purchaser’s intended purpose, or (ii) Seller shall not be able to cure or insure over
(as described above) a defect which relates to the marketability of title to the Premises and gives
such notice to Purchaser within such 30 day period, Purchaser, within ten business days after the
expiration of such 30 day period, shall elect either (x) to accept a deed to the Premises conveying
such title as Seller can give in accordance with all of the other provisions of this Agreement upon
payment of the Purchase Price; or (y) to cancel and terminate this Agreement, in which event this
Agreement shall be terminated except for Purchaser’s surviving indemnity obligation.


6.1. Power, Authority, Execution and Delivery. Purchaser and Seller each represents
and warrants to the other the following:

(a) subject to Seller obtaining the approvals described in Section 3.1(a), and

subject to Purchaser obtaining the approvals described in Section 3.1(b), each party has sole
power and authority, respectively, to acquire and own or convey, as the case may be, the
Premises;
(b) the execution and delivery of this Agreement by the persons so acting on Purchaser's or Seller's behalf, respectively, have been authorized by all necessary formal action of each party, and this Agreement is the legal, valid and binding obligation of each party respectively, enforceable in accordance with its terms, except as provided in Section 3.1(a) with respect to Seller's approval and in Section 3.1(b) with respect to Purchaser's approval.

6.2. Inspection. (a) Except as set forth in Section 6.2(b) below, Purchaser represents and warrants to Seller the following: Purchaser has inspected the Premises, is fully familiar with the physical condition thereof and agrees that Seller has made no warranty or representation, express or implied, as to the condition of the Premises or any portion thereof or as to its permitted uses. Purchaser specifically acknowledges that it has made its decision to buy the Premises based solely on its own information and is not relying on Seller to provide Purchaser with any information, except as expressly specified herein.

(b) Purchaser may, within 30 days following the execution and delivery of this Agreement, and again upon Seller's completion of the improvements contemplated under Section 19 of this Agreement, inspect the Land and any Improvements thereon. If Purchaser discovers a material environmental risk or liability with respect to the Premises that was introduced to the Premises by Seller subsequent to the expiration of the thirty (30) day period following the execution and delivery of this Agreement, or the improvements are not constructed by Seller pursuant to Section 19 below, Purchaser may terminate this Agreement. For purposes of this Section 6.2(b), a material environmental risk or liability shall mean the presence of hazardous materials on or the violation of an environmental law with respect to the Premises.
which Purchaser’s environmental engineer reasonably estimates to cost greater than $50,000 to remEDIATE.

6.3. **Environmental.** Seller represents to Purchaser that Seller has no actual knowledge of (i) any hazardous materials or hazardous substances on the Premises, or (ii) any violation of any environmental law applicable to the Premises.

6.4. **Survival.** The representations and warranties in Section 6.1(a) and 6.1(b) shall survive the Closing for a period of six months subsequent to the Closing.

**Article 7. Condemnation.**

7.1. **Immaterial Taking.** If an immaterial portion of the Premises or of any Parcel is taken by eminent domain, this Agreement shall remain in full force and effect, Purchaser shall not have any right to terminate this Agreement as a result of said event, there shall be no reduction in the Purchase Price, and Seller shall assign to Purchaser all condemnation awards and payments in connection with such taking by eminent domain.

Any assignment of condemnation awards from Seller to Purchaser shall be reduced by the costs incurred by Seller as a result of the condemnation, including, without limitation, counsel fees and costs of interim protection, appraisals, repair and restoration.

7.2. **Material Taking.** If all or a material portion of the Premises is taken by eminent domain by any governmental authority other than Purchaser, Purchaser may terminate this Agreement by notice to Seller given not later than 30 days after receipt of notice of such taking and, in such event, this Agreement shall be canceled and terminated. If neither party so
terminates this Agreement the Closing shall occur as scheduled, and the provisions of Section 7.1 shall control the parties’ rights to the condemnation proceeds.

Article 8. Seller’s Closing Obligations.

At the Closing, Seller shall deliver the following to Purchaser:

8.1. Deed. A warranty deed, executed in proper form for recording so as to convey the title to the Premises, as required by this Agreement.

8.2. Affidavits. Such affidavits as Purchaser’s title insurance company shall reasonably require in order to omit from Purchaser’s title insurance policy all exceptions for unrecorded mechanics’ liens arising as the result of any materials or services requested by Seller and for tenants in possession and for purposes of updating any survey provided to Purchaser’s title insurance company, together with a certification that Seller is not a “foreign person” pursuant to Section 1445 of the Internal Revenue Code.

8.3. Transfer Taxes and Returns. As Purchaser is a municipal corporation, no real property conveyance taxes are due and payable in connection with this transaction. Seller shall deliver the appropriate conveyance tax return to Purchaser.

8.4. Other Required Documents.

(a) schedules containing the information required to calculate the apportionments described in Article 10 hereof;

(b) all other documents required by this Agreement to be delivered by Seller.

Article 9. Purchaser’s Closing Obligations.

At the Closing, Purchaser shall:
9.1. **Monies.** Deliver to Seller funds, complying with Sections 2.1 and 2.3, in payment of the Purchase Price payable at the Closing and items apportioned pursuant to Article 10 herein.

9.2. **Recordation and Filing.** Cause the deed to be recorded and cause all conveyance tax returns to be delivered to the appropriate government offices having jurisdiction over the Premises promptly after the Closing.

9.3. **Other Documents Required.** Execute and deliver all other documents required by this Agreement to be delivered by Purchaser.

Article 10. **Apportionments at Closing.**

10.1. **Items of Apportionment.** The following items shall be apportioned between the parties and paid at the Closing: real estate taxes and assessments levied against the Premises.

10.2. **Mistakes in Apportionments.** Any error in calculation or payment of the items apportioned at a Closing shall be corrected promptly upon discovery of the error. The foregoing obligation of the parties hereto shall survive for a period of six months subsequent to the Closing.

Article 11. **Broker Representations.** Purchaser represents to Seller that no broker or agent brought the Premises to Purchaser’s attention or was, in any way, the procuring cause of this sale and purchase. Seller represents to Purchaser that no broker or agent has any exclusive sale or exclusive agency listing on the Premises.

12.1. Remedy. In the event of a default by Seller under this Agreement, Purchaser shall be limited to the remedy of specific performance, and Seller shall not be liable for damages. Purchaser shall have the right, but shall have no obligation, to exercise its rights and remedies under this Section 12.1.


13.1. Remedy In the event of a default by Purchaser under this Agreement, Seller shall, have the right to (i) sue for a specific performance; or (ii) terminate this Agreement and upon such termination, Purchaser shall not be liable to Seller for any damages, except for Purchaser’s obligations under Section 16.2 of this Agreement.


Except as otherwise specifically provided in this Agreement, all notices, demands, requests, consents, approvals or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be deemed to have been properly given when delivered by overnight or similar courier service that obtains a receipt upon delivery from the named addressee only, or sent by registered or certified mail, return receipt requested (return receipt signed by the addressee only), postage pre-paid, addressed to the party to be notified at its address first above set forth or to such other address as such party shall have specified most recently by like notice. At the same time any notice is given to Seller, a copy thereof shall be sent as provided above to: Attorney David M. Barry, Jr., Jacobs,
Walker, Rice & Barry, LLC, 146 Main Street, Manchester, CT 06040. At the same time any notice is given to Purchaser, a copy thereof shall be sent as provided above to: Attorney Paul R. Jessell, Slavin, Stauffacher & Scott, LLC, 27 Siemon Company Drive, Suite 300W, Watertown, Connecticut 06795.

Article 15. Assignment.

Purchaser shall not assign this Agreement without the prior written consent of Seller, which consent may be withheld by Seller in its sole and absolute discretion. Upon any such assignment, Purchaser and the assignee shall be jointly and severally liable for Purchaser’s obligations under this Agreement.


16.1. Access. Seller shall permit Purchaser and Purchaser’s representatives, upon reasonable prior notice whenever practicable, to enter the Premises at reasonable hours for the purpose of inspecting the Premises and conducting examinations thereof prior to Closing, provided that same shall not violate any regulations of governmental authority applicable to the Premises or Seller’s ownership thereof.

16.2. Purchaser’s Obligations. Purchaser shall: (a) to the extent feasible, restore the Premises to their condition prior to the making of any borings or tests if such borings or tests are made; (b) indemnify, defend and hold Seller harmless with respect to any damage or claims for damage made against Seller as the result of any of Purchaser’s activities on the Premises prior to the Closing; (c) obtain and maintain general liability insurance in an amount not less than.
$1,000,000, and provide Seller with evidence of such insurance; and (d) promptly discharge any mechanics’ or materialmen’s liens filed against the Premises as the result of any activities undertaken on Purchaser’s behalf. Purchaser’s obligations under this Section 16.2 shall survive any termination of this Agreement.

16.3. Notices. Any notices required of Purchaser under this Article 16 shall be transmitted to Seller by overnight delivery and by email as follows, or to such other address as Seller shall have specified by notice given under Article 14:

Watertown Main Street LLC
184 Fern Avenue
Litchfield, CT 06759
Attn: Mark Greenberg
Email: mark@markgreenbergrealestate.com

Article 17. Survival and Delivery of Deed.

17.1. Survival. Except as otherwise provided in Article 10 and Section 6.4 of this Agreement, no representations, warranties, covenants or other obligations of Seller set forth in this Agreement shall survive the Closing, and no action based thereon shall be commenced after the Closing.

17.2. Delivery of Deed. The delivery of a deed to the Premises by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder with respect to the Premises, except those obligations of Seller under Section 6.4 and Article 10 that are expressly stated to survive the Closing.
Article 18. **Miscellaneous Provisions.**

18.1. **Entire Understanding.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and, all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

18.2. **Governing Law** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

18.3. **Captions.** 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.

18.4. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

18.5. **Liability.** If there shall be more than one person, firm or corporation comprising Purchaser, such persons and entities shall be jointly and severally liable hereunder.

18.6. **Construction.** As used in this Agreement, the singular shall include the plural and the plural shall include the singular, as the context may require. Each and every provision of this Agreement has been mutually negotiated, prepared and drafted, each party has been represented by legal counsel, and, in connection with the construction of any provision hereof or deletions.
herefrom, no consideration shall be given to the issue of which party actually negotiated, prepared, drafted or requested any provision or deletion.

18.7. **Execution and Delivery.** Delivery of this Agreement for inspection or otherwise by Seller to Purchaser and/or its attorneys shall not constitute an offer or create any rights in favor of Purchaser or others and shall in no way obligate or be binding upon Seller, and this Agreement shall have no force or effect unless and until the same is fully executed and delivered by the parties and fully-executed copies exchanged by the parties hereto.

Article 19. **Seller Improvements.**

As part and parcel of this Agreement, Seller agrees that it will take all steps necessary to accomplish the following:

(a) Subdivide the Premises from Seller's other property at 666-686 Main Street, Watertown.

(b) Perform demolition of the building on the property in accordance with town and state requirements. In the event that any hazardous materials are encountered in the demolition of the building, Seller shall be solely responsible for all remedial actions required by local authorities or the Department of Energy and Environmental Protection.

(c) Perform all site work, grading, drainage, paving and striping to create a parking lot in accordance with the designs provided by the Purchaser, approved by Seller and attached hereto as Exhibit B.

(d) Provide all easements and other documents necessary to grant Purchaser and the public access to the parking lot across the remaining property of the Seller, with
access to Woodruff Avenue and Main Street across accessways already existing and in use by the Seller, all in form and substance mutually agreeable to Seller and Purchaser.

(e) Install conduit to the future location of the Parkingboxx Smart Parking Meter (the “Parking Meter”) in the location(s) indicated on the designs attached hereto as Exhibit B. Seller shall have no obligation to install and make operational such Parking Meter.

(f) Install conduit to the future location of the EV charging stations in the location(s) indicated on the designs attached hereto as Exhibit B. Seller shall have no obligation to install and make operational such EV charging stations.

(g) All work to be done at the sole cost and expense of the Seller, except where grant monies may become available to pay some of the expenses. All work to be done in a workmanlike manner in accordance with state and local building and constructions codes and completed to the reasonable satisfaction of the Purchaser.

(h) The plans and specifications attached hereto as Exhibit B shall control regarding the work to be performed, unless superseded or supplemented by instructions from the Watertown Town Manager, the Director of Public Works or the Town Engineer.

(i) In no event shall the total amount due to Seller for the property and all of the required work exceed the contract amount stated above absent an express written authorization from the Purchaser, including all required local approvals.
IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the date first above written.

Seller:
WATERTOWN MAIN STREET LLC

By: ___________________________
    Mark Greenberg
    Its Member

Purchaser:
TOWN OF WATERTOWN

By: ___________________________
    Mark A. Raimo
    Its Town Manager
EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece or parcel of land together with all improvements thereon, located in the Town of Watertown, County of Litchfield and State of Connecticut, as shown on a map or plan entitled, "PROPERTY SURVEY PREPARED FOR MARK GREENBERG, 686 MAIN STREET WATERTOWN, CONNECTICUT Date: 4-10-00
Scale: 1"=30' Proj. No.: 007447A2 Map No.: 7447 Sheet: 1 OF 1 Drawn By: J.W.
07/17/00 REVISE PARKING LOT STRIPING CCA LLC ENVIRONMENTAL - CIVIL -
ENGINEERING - SURVEYING 40 Old New Milford Road Brookfield, CT 06804 (203)
775-6207 33 Village Green Drive Litchfield, CT 06759 (860) 567-3179 KENNETH S.
HRICA, R.L.S. CT LIC. #18866", which map or plan is on file in the Office of the Town
Clerk of Watertown, to which reference may be had. Said piece or parcel of land is
more particularly bounded and described as follows:

Commencing at a point located on the westerly line of Main Street, said point
being located in the northeasterly corner of the premises herein conveyed, which point
is further located in the southeasterly corner of land now or formerly of John R. Buso;
thence running S 21° 17' 00" E, 2.41 feet to a point; thence running S 39° 57' 34" E,
19.02 feet to a point, said last two courses running along the westerly line of Main
Street; thence running S 61° 20' 25" W, 158.65 feet to a point; thence running S 23° 32'
29" E, 119.63 feet to a point, said last two courses running along land now or formerly
of Webster Bank; thence running S 42° 55' 34" E, 34.57 feet to a point; thence running
S 42° 55' 34" E, 16.31 feet to a point; thence running N 53° 22' 01" E, 186.97 feet to a
point located in the westerly line of Main Street, said last three courses being along land
now or formerly of Caroline J. Horzepa; thence running S 39° 57' 34" E, 93.00 feet
along the westerly line of Main Street to a point; thence running S 56° 35' 26" W,
183.71 feet along land now or formerly of Charles F. Labas Jr. to a point; thence
running S 56° 33' 04" W, 6.00 feet along land now or formerly of The Hyde & Watson
Foundation to a point; thence continuing S 56° 33' 04" W, 152.51 feet along land now
or formerly of J. Leonard Spodek to a point; thence running S 35° 55' 41" E, 143.39 feet
along land now or formerly of said Spodek and the EXIST BRICK BUILDING "POST
OFFICE", 143.39 feet to a point located in the northerly line of Woodruff Ave.; thence
running S 66° 37' 56" W along the northerly line of Woodruff Ave., 36.82 feet to a point;
thence running N 35° 18' 05" W, 197.62 feet to a point; thence running S 56° 02' 25" W
72.00 feet to a point, said last two courses being along land now or formerly of Greater
Watertown Federal Credit Union; thence running S 56° 02' 25" W, 53.52 feet to a point;
thence running S 56° 02' 25" W, 22.81 feet to a point, the last two courses being along
said Greater Watertown Federal Credit Union; thence running N 19° 47' 23" W, 201.05
feet along land now or formerly of Helen A. Agnew to a point; thence running N 74° 48'
10" E, 150.00 feet to a point; thence running N 17° 03' 40" W, 112.72 feet to a point;
thence running N 81° 13' 00" E, 68.29 feet to a point; thence running N 84° 38' 00" E,
216.89 feet to the point or place of beginning, said last four courses being along land
now or formerly of said Buso.
Said premises are conveyed together with the following:

1. Passway rights in common with others, as granted in Bargain and Sale Deed from Helen McGowan Campbell to Tofie A. George and John J. George dated January 19, 1961 and recorded February 8, 1961 in Volume 136 at Page 434 of the Watertown Land Records.

2. Passway privileges as more particularly described in Volume 115 at Page 505 and Volume 102 at Page 535 of the Watertown Land Records.


Said premises are conveyed subject to the following:


14. Riparian rights of others in and to a brook crossing through/under said premises.


