## **OFFER TO PURCHASE**

The Offer to Purchase is made this \_\_\_\_\_ day of June, 2022, between the Seller and Buyer (identified below) for the purchase and sale of the Property described below.

Seller: Town of Easton

Seller's Address: 225 Center Rd, Easton, CT 06612

Buyer: Land Sail Properties, LLC

**Property to be sold:** 18-22 South Park Avenue, Easton, CT 06612 (10.9 +/- acres) (the "Property")

Purchase Price: The current appraised value of the Property

**Deposit:** Ten percent (10%) of the Purchase Price to be paid within Ten (10) days of a Town of Easton referendum vote approving the sale of the Property to Buyer in accordance with this Offer to Purchase.

**Date of closing:** Sixty (60) days from the expiration of the Due Diligence and Contingencies, defined below.

**Proposed Use:** A Senior Housing Planned Unit Development (PUD) consisting of Thirty-six (36) townhome dwelling units within Nine (9) separate dwellings, which will contain Four (4) units each, to be deed restricted for families with at least one family member that is 55+. The proposed PUD will occupy approximately Six (6) acres of the Property. Approximately Three (3) acres will be dedicated to the New England Prayer Center and the balance of the Property will be dedicated to the Town of Easton for recreation and open space. Buyer will also propose and bear any and all costs for the construction of an outdoor classroom.

**Due Diligence:** This Offer shall be contingent upon the Buyer, at Buyer's sole cost and expense, conducting an inspection of the Property, including, but not limited to, reasonably satisfactory title and municipal searches, within Fifteen (15) days of the execution of a formal written contract (the "Inspection Contingency Deadline"). Seller agrees to permit the Buyer and Buyer's 's designees to inspect the Property. If Buyer is not satisfied with the condition of the Premises, and so notifies Seller or Seller's attorney in writing on or before the Inspection Contingency Deadline, then the Buyer may at Buyer's option terminate this Agreement.

**Contingencies:** This Offer shall be contingent upon the approval of the Proposed Use from all applicable municipal bodes as well as the approval of a connection of the Utilities, as defined below, including the expiration of all applicable appeal periods.

**Utilities:** Buyer shall be responsible for obtaining all necessary municipal approvals and bear any and all costs associated with a connection to the Fairfield and/or Trumbull sanitary sewer system to support the Proposed Use.

**Reserved Rights:** If the Buyer is unable to obtain the necessary municipal approvals to connect the Property to the Fairfield and/or Trumbull sanitary sewer system to support the Proposed Use, the Buyer hereby reserves the right to locate a primary and reserve septic system within the area of the

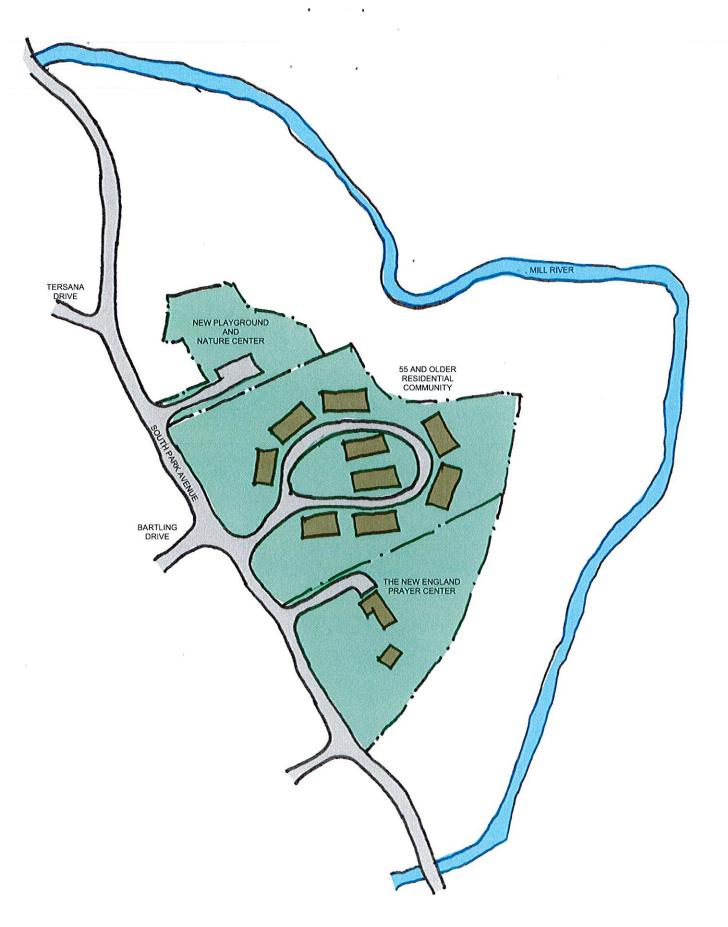
Property to be designated for open space in accordance with all applicable state and municipal codes.

The parties intend on executing a formal written contract evidencing the specific terms and conditions of the sale within <u>fourteen (14)</u> days of the full execution of this Term Sheet.

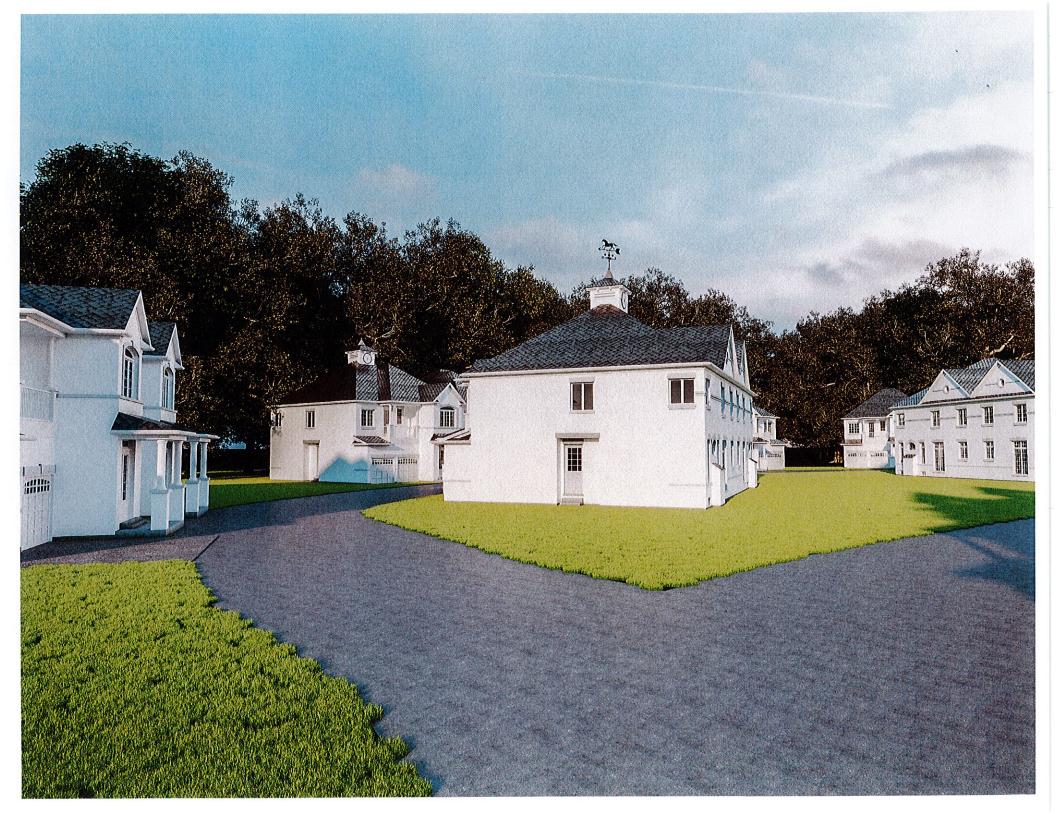
Seller:

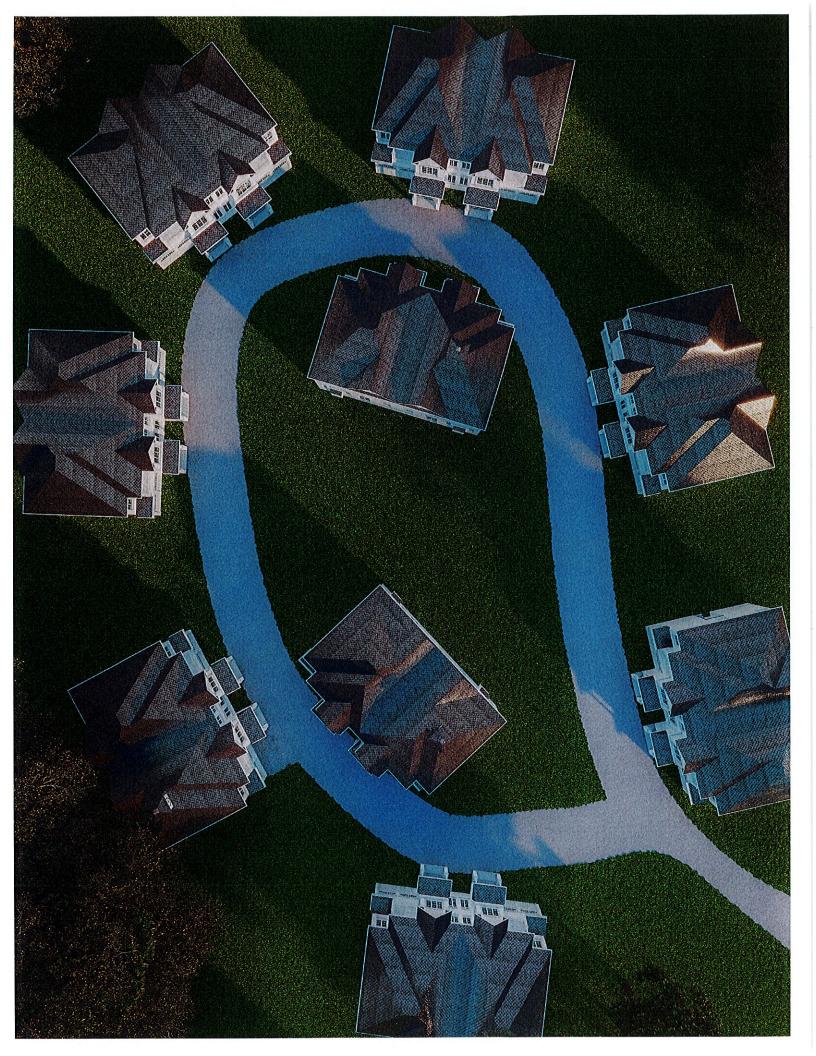
TOWN OF EASTON

TOWN OF EASTON	
By: Its	Date
Duly Authorized	
Buyer:	
LAND SAIL PROPERTIES, LLC	
By:	Date
Its	
Duly Authorized	



SCHEMATIC PLAN A 2022-05-22







## 🕶 We Love Easton 😁

Dear Easton Resident.

We have the most beautiful town in Connecticut. We want to afford Easton's senior citizens the ability to stay in this beautiful town and give Easton's children an outdoor education at the developer's expense. This proposal will generate Half a Million Dollars per year in property tax revenue for the town, which I think we can all agree ia a benefit to everyone without adding more strain on our amazing school system. We believe this is a fantastic project that will benefit the town and our amazing residents for years to come.

## 18-22 Park Avenue Purchase Proposal

Approximately \$500,000 a year in property tax revenue.

Free Outdoor Classroom provided at the developer's expense.

Allow Easton's seniors to continue to live in the town we all love.

Purchaser will donate 3 acres to the prayer center to protect religious freedom.

Purchaser to pay for **OUTDOOR CLASSROOM** to be enjoyed by Easton students and their families for years to come.

