Sacred Heart UNIVERSITY

OFFICE OF THE PRESIDENT

John J. Petillo, Ph.D.
President

June 8, 2016

Hon. Adam Dunsby
First Selectman
Town of Easton
225 Center Road
Easton, Connecticut 06612

Re: 22 South Park Avenue
Easton, Connecticut

Dear Selectman Dunsby:

Please consider this letter our proposal to purchase the above referenced real property from the Town of Easton. Our proposal is contingent upon the parties entering a purchase and sale agreement containing all the terms and conditions customarily contain in said agreements; and second upon approval of the sale by the Town.

We propose to purchase said property for Six Million Seven Hundred Thousand dollars ($6,700,000). The land would be used for an athletic field, tennis courts and a natatorium. We would stipulate that no student housing would be built on the site. In addition, the University is willing to agree to the following:

- The Town would have access and use of the pool upon a schedule to be agreed upon consistent with intercollegiate athletic requirements.
- A portion of the parcel would be donated to the Aspetuck Land Trust. Exact amount to be determined.
- The river on the parcel would have to be adequately protected with public access.
- No use of the facility between the hours of 11:00 pm – 5:00 am.
- A right of first refusal to exist in favor of the Town should SHU sell the property in the future.
- Appropriate landscaping along South Park Avenue.
- No concerts to take place on the parcel.
- Lighting would be "low impact".
- Septic and all other use approvals would have to be obtained prior to closing of title.
- No cell towers would be constructed without the prior permission of the Town.

In addition, in consideration of the Town selling the property to the University, a portion of the parcel would remain in the ownership of the town to allow for a buffer to existing residential homes. The exact acreage to be determined. The University would pay the Town a yearly fee for an easement over that portion to access the remaining land owned by the University. The University is offering to pay Twenty-Five Thousand Dollars ($25,000) per annum. The University would have a right of first refusal to purchase said portion in the future.

We are agreeable to remit to the Town Twenty-Five Thousand Dollars ($25,000) representing our good faith efforts to concluded a purchase and sale agreement within the next six months. During said period the Town would agree to negotiate exclusively with the University. Said amount is non-refundable, however in the event title passes to the University, said amount will be credited against the purchase price.

We await your response and look forward to mutually working together to bring this deal to a successful conclusion. If you have any questions, please do not hesitate to contact me.

Very truly yours,

John J. Petillo, Ph.D.