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May 15, 2023

Office of the First Selectman  
Town of Easton  
225 Center Road  
Easton, CT 06612  
Attn: David Bindelglass

Re: South Park Avenue, Easton, CT

Dear Mr. Bindelglass,

As you know I represent the New England Prayer Center (NEPC) and Dan and Gina Blaze. I am providing this letter in response to the May 9th email I received from Attorney Ira Bloom requesting a “purchase proposal”.

I propose that the Town sell approximately 6.2+- acres containing the house, cottage and stone barn, field in front of barn to second fence line and lower barn-and property across from the cottage with ingress and egress from South Park Avenue.

The following will set forth the basis for my client’s proposal:

Pursuant to the last executed lease dated May 28, 2008 (the “Lease”), the “Premises” include the house, apartment structure (which is the cottage), **all barns and sheds or other outbuildings, and together with direct access to South Park Avenue.**

As you are aware, the appraisal performed by Flanagan Associates for the Aspetuck Land Trust dated May 10, 2022 appraised the 10.9 acres at \$570,000 for Sections No.1 and No.2 and No.3 the house with 3 acres at \$525,000.

Approximately 6.2 +- acres including house, 1st field closest to driveway to the second white fence line, stone barn, upper property behind barn to flood plain, including upper property to floodplain including the storage barn and cottage at 18 South Park have been include in the Premise that my clients have been renting since 2008.

According to the Quit Claim Deed recorded in Volume 703, Page 842 of the Easton Land Records, the Town of Easton conveyed to the Aspetuck Land Trust, Inc. 18.7÷Acres for “470,000.00 and other valuable consideration “paid [emphasis added]”. Said Quit Claim deed also recites in the property description Map

#1856. Said map reflects the conveyance of the barn that is included in the Premises that my clients have paid and continue to pay rent for their use of the barn. It is our understanding that based upon various conversations between citizens and employees of the Town, the Town has not received payment from the Aspetuck Land Trust. This puts the citizens of Easton in a very uninformed and ethically compromised position, including my clients and the NEPC. Furthermore, upon information and belief, the grant to the Aspetuck Land Trust relating to its acquisition of the 18.7 acres± has not gone through to date and the grant is only for the flood plain area including approximately 18.34 acres. The Assessor's records also reflect the Aspetuck Land Trust as the owner of this property.

Despite the numerous requests from my client, to date the Town has failed to fulfill its obligations to make necessary repairs to the Premises. In addition, on or about January 10, 2023, the Town performed work to remove the underground oil tank in front of the house. The Town pulled out shrubbery and dug out land in front of the house. Since then and over 4 months later the Premises remain in the same condition and, despite my client's many written requests, the Town has failed to respond or provide any communicate or correspondence as to when the tank will be removed, and the Premises restored.

Based upon the inspection report performed by Cornerstone Home Inspection dated July 20, 2022, the house needs at least \$200,000.00 in structural repairs and repairs of major systems.

Based on the septic inspection report prepared by Bill, Jr. & Sons Septic, LLC dated July 20, 2022, the concrete tank has two large cracks and tank rotted at water line in side tank and tank needs to be replaced which cost @ \$7,000-\$8,5000.

The Easton Board of Selectman Regular Meeting October 6, 2022, states in section 10. "The Building Official reported that the barn roof has damage that would cost approximately \$11,000 to fix and the cottage has a huge drain problem that would be costly to reconstruct. My client has been told by several professionals that the cottage needs repairs of approximately \$100,000.

Under the Lease stated rent is \$1,500 but since 2014 the tenants have been paying \$3,000. (9 years at 1,500 per month = \$162K overpaid to date) while the entire Premises the Town failed to make structural and necessary repairs as previously noted.

1. Appraisal of 22 South Park Avenue prepared by Hardy Appraisals dated February 22, 2023, reflects the following:

Site of 6acres ± would have an appraised market value of \$610,000.00

In summary, the following represents the determination of the purchase price:

Appraisal for 6.2 Acres		\$610,000.00
Less:		
House Repairs:	\$200,000.00	
Septic Repair:	\$ 8,000.00	
Barn Roof:	\$11,000.00	
Cottage Repair:	\$100,000.00	
Over paid Rent:	<u>\$162,000.00</u>	
Total Expenses		<u>\$481,000.00</u>
<b>Purchase Price</b>		<b>\$109,000.00</b>

The Price state above is subject to the following:

1. Prior closing, Town must remove the underground 1,000 gallon old oil tank (UST) in accordance with DEEP specifications and guidelines and provide soil sample showing no contamination or within allowable DEEP limits.
2. My clients will release the Town of all its claims, rights, etc and will sign a general release to that effect simultaneously with the closing. Town will also provide a reciprocal release at closing. This can be accomplished by one "mutual release".

In summary, the Town has achieved its goal as set forth by in the Press Release by First Tom Herrmann on May 19, 2008 wherein he announces the purchase of the 29.7 acres "the Town will be able to preserve Easton's zoning regulations and protect Mill River, a critically important watercourse, bringing to an end a decade of threats and challenges to both of this sites." Tom further stated that the Town's purchase was to prevent a 72- unit high density, affordable housing application that is scheduled for trial before the Superior Court in Litchfield.

My client's offer to purchase the property at \$109,000.00 is the only sensible and ethical way to resolve this matter and benefits the Town for many reasons, including but not limited to, not having to spend hundreds of thousands of dollars to maintain the Premises, avoiding litigation and is consistent with the current zoning regulations. I look forward to hearing from you.

Cordially

A handwritten signature in black ink, appearing to read "J. Brian Fatse", written in a cursive style.

J. Brian Fatse

Jbf:brs  
w/ enclosures

cc: Gina & Dan Blaze  
New England Prayer Center