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**CITY OF DANBURY**  
**OFFICE OF THE CORPORATION COUNSEL**  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810  
(203) 797-4518 (203)796-8043 FAX

**HON. MARK D. BOUGHTON, MAYOR**  
**HON. PRES. & MEMBERS OF THE CITY COUNCIL**  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

MON., JULY 26, 2010

**RE: CONNECTICUT INSTITUTE FOR COMMUNITIES ("CIFIC"): "SALE"  
(TRANSFER) OF ARMORY TO CIFIC PURSUANT TO SPECIAL  
LEGISLATION, AND (ATTACHED) SALES AGREEMENT**

Dear Mayor and Council Members:

At the behest of the Connecticut Institute for Communities, Inc. ("CIFIC"), an active local non-profit organization, the General Assembly enacted special legislation, namely, Special Act 2007-11 (Section 14) which authorized the Connecticut Department of Public Works to convey to the City of Danbury the State Armory property located on West Street. Conceptually, the property will be transferred to the City, and we will thereafter transfer it to CIFIC, for use by CIFIC for its social or human services purposes.

Not surprisingly, there will be no consideration paid to us by CIFIC, except for the payment by CIFIC of administrative costs, which will be minimal. I have negotiated a Sales Agreement with legal counsel for CIFIC, Attorney Francis J. Collins, a copy of which is enclosed for your reference, which agreement contains an array of favorable or protective provisions, including but not limited to a use restriction I insisted upon, which appears at Article 14 of the agreement. As far as the City and my Office is concerned, this agreement is in final form.

We believe that this transaction would be highly beneficial to our community in that it would facilitate the good works of CIFIC, which of course was the intention of the Legislature in this matter. At this time, we would request that you approve the agreement and transaction, and authorize the Mayor to execute and enter into the said agreement on behalf of the City.

As always, please do not hesitate to call me at your convenience with any questions regarding this matter or any other matter before the Office of the Corporation Counsel. Thank you in advance for your attention to and assistance with this matter.

Very truly yours,  
CITY OF DANBURY

**ROBERT J. YAMIN**  
Corporation Counsel and  
Chief Legal Officer

Enclosure  
Cc: Attorney Collins  
Armory.city.sale

Robert J. Yamin  
Corporation Counsel  
[r.yamin@ci.danbury.ct.us](mailto:r.yamin@ci.danbury.ct.us)  
(203)797-4518

Laszlo L. Pinter  
Deputy Corporation Counsel  
[l.pinter@ci.danbury.ct.us](mailto:l.pinter@ci.danbury.ct.us)  
(203)797-4517

Robin L. Edwards  
Assistant Corporation Counsel  
[r.edwards@ci.danbury.ct.us](mailto:r.edwards@ci.danbury.ct.us)  
(203) 797-4516

Dianne E. Rosemark  
Assistant Corporation Counsel  
[d.rosemark@ci.danbury.ct.us](mailto:d.rosemark@ci.danbury.ct.us)  
(203) 796-8004

**SALES AGREEMENT**

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF DANBURY**, a municipal corporation existing under the laws of the State of Connecticut, and with an office at 155 Deer Hill Avenue, Danbury, Connecticut 06810 (hereinafter referred to as "City" or "Seller"), and **CONNECTICUT INSTITUTE FOR COMMUNITIES, INC.**, a non stock not-for-profit Connecticut Corporation with an office at 7 Old Sherman Turnpike, Suite 212, Danbury, Connecticut 06810 (hereinafter referred to as "CIFC" or "Buyer").

**WHEREAS**, the Connecticut Legislature, pursuant to Special Act 2007-11 (Section 14), authorized the Connecticut Department of Public Works to convey to the City the property located on West Street in Danbury, Connecticut, being Lot 102 on the City's Assessor's Map 1-14 commonly known as the State Armory, more specifically described on Schedule A attached hereto ("Premises"), for social or human services purposes, with the right given to the City to convey the property to a Connecticut non stock not-for-profit corporation to use said premises for said social or human services purposes, as set forth in Exhibit B attached hereto; and

**WHEREAS**, CIFC initiated the idea for the legislation aforesaid; and

**WHEREAS**, CIFC had numerous discussions with the Mayor of Danbury and the bi-partisan Danbury legislative delegation concerning the pending conveyances described herein; and

**WHEREAS**, CIFC made a significant expenditure of effort and resources in having the legislation drafted and approved, with the understanding that the City would convey the property to CIFC for the purposes specified; and

**WHEREAS**, the State Armory will be conveyed to the City not earlier than January 1, 2011 at a cost equal to the administrative cost of such conveyance and;

**WHEREAS**, CIFC is willing to pay all administrative costs charged to the City by the State as consideration for the conveyance to CIFC; and

**WHEREAS**, CIFC is prepared to undertake substantial construction and/or repair work to rehabilitate the Armory building including applications for State and/or Federal grants and/or Historic Preservation Tax Credits; and

**WHEREAS**, the Armory is currently used by Western Connecticut State University as storage space for its student theater program which, on or about January 1, 2011, is scheduled to be relocated to the University's new Theater Arts building; and

**WHEREAS**, the University has an occupancy agreement with a community organization, the Harambee Youth Center, a program of CIFC, for use of the gymnasium and the other space located in said State Armory, which agreement will terminate on or about December 31, 2010; and

*WHEREAS*, CIFIC agrees to use said premises for social or human services purposes; and

*WHEREAS*, CIFIC pledges to continue the Harambee Program's use of the premises if said Program so desires; and

*NOW, THEREFORE*, it is agreed:

The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, the real property, hereinafter referred to as the "Premises", specifically described in Schedule A, attached hereto and made a part hereof. Title to the Premises will be conveyed free and clear of all encumbrances, liens or exceptions to title other than those set forth in Schedule A or in Paragraph 8 hereof.

1. CONSIDERATION

The purchase price is: Payment of all administrative costs charged to the City by the State of Connecticut in connection with the transfer of the property described in Schedule A to the City.

2. FIXTURES

Included in this sale, for the aforesaid purchase price, are the following items, insofar as any of them are now located on and belong to the Premises: heating, electrical and plumbing systems and fixtures.

3. DEED

The deed of conveyance to the Premises shall be in the form of a full covenant and Warranty Deed in the usual Connecticut form, which shall be duly executed, acknowledged and delivered, all at the Seller's expense, conveying the fee simple title in and to the Premises to the Buyer, free and clear of all encumbrances, liens and exceptions to title other than those set forth in Schedule A hereof or in Paragraph 8 hereof. The Seller agrees to execute, at the time of closing, an affidavit regarding the non-existence of: mechanic's or materialmen's liens upon the Premises, rights of tenants, and security interests in any of the personal property or fixtures set forth above. Buyer shall effect a full title search of the Premises, and shall provide Seller with a copy thereof at least 10 business days prior to closing.

4. APPORTIONMENTS

The taxes of the City, Town or Tax District in which the Premises are situated, if any, will be apportioned, in accord with local custom, as of the date of the closing of title. Water rents and other assessments, rents, road fees, charges and taxes, if any, affecting the Premises shall also be apportioned as of the date of the closing of title. Should any tax, assessment or rate be undetermined on the date of the closing of title, the last determined tax, assessment or rate shall be used for the purpose of the apportionment. The Buyer agrees to reimburse the Seller at

the closing of title for any fuel oil, bottled gas or other gas which may be left on the Premises by the Seller on the date of the closing of title.

5. CONDITION OF PREMISES

The Buyer further agrees with and represents to the Seller that he has examined the Premises, that he is fully satisfied with the physical condition thereof; and that neither the Seller nor any representative of the Seller has made any representation or promise upon which the Buyer has relied concerning the condition of the Premises or of any property covered by this Agreement, it being intended by the parties to this Agreement that the property will be conveyed "as is", except as herein may be expressly set forth. Throughout the period between the date the Seller acquires title and the closing of title with the Buyer, the Seller, at his own expense, shall use it best efforts to maintain the buildings and grounds covered by this Contract, which are not in the possession of the Buyer, in their usual and normal condition.

6. TITLE

It is further understood and agreed that if, on the date herein set for the closing of title, the Seller shall be unable to convey the title to the Premises to the Buyer free and clear of encumbrances, liens or exceptions to title, other than those set forth in Schedule A hereof or in Paragraph 8 hereof, then, and in that event, the Seller shall have a further period of thirty (30) days within which to perfect title. If, at the end of said period, the Seller is still unable to convey title to the Premises free and clear of all encumbrances, liens or exceptions to title, except as aforesaid, the Buyer may elect to accept such title as the Seller can convey, upon the payment of the aforesaid purchase price, or may reject the deed conveying such title on that ground. Upon such rejection, this Agreement shall terminate and become null and void and the parties hereto shall be released and discharged of all further claims and obligations, each to the other, hereunder. 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 corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien or exception to title.

7. RISK OF LOSS

In case any of the buildings on the Premises shall be destroyed or so damaged by fire or other casualty as to require substantial rebuilding, the Buyer, by written notice to the Seller mailed within ten (10) days after notice of said destruction or damage, may elect to rescind this Agreement. If this Agreement shall be so rescinded, all rights and liabilities of the parties hereunder shall be at an end. If this Agreement shall not be so rescinded, the Buyer shall accept title to the Premises pursuant to this Contract.

8. ENCUMBRANCES

In addition to the exceptions to title mentioned in Schedule A, the Premises will be conveyed subject to:

- (a) Any restrictions or limitations imposed or to be imposed by governmental authority, including the zoning and planning rules and regulations of the City of Danbury, and region or district, if any, in which the Premises are situated.
- (b) Taxes of the City of Danbury in which the Premises are situated, if any, which become due and payable after the date of delivery of the deed, which taxes the Buyer will assume and agree to pay as part of the consideration for the deed.

9. SEVERABILITY

It is understood and agreed that this Agreement (including Schedule A and any other Schedules or any Riders referred to in the body of this Agreement and attached hereto) constitutes the entire contract between the parties hereto, and that no oral statements or promises, and no understanding not embodied in this writing, shall be valid or binding.

10. CLOSING

The closing of title shall take place at the office of COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO, P. C., Attorneys at Law, 148 Deer Hill Avenue, Danbury, Connecticut, on January 3, 2011, provided the City is in receipt of a deed to said property from the State of Connecticut or upon the delivery of such deed from the State of Connecticut if not received by January 3, 2011 at a time to be mutually agreed upon by the parties hereto, at which time the deed shall be delivered upon receipt of the payment due hereunder. Possession of the Premises shall be delivered to the Buyer on the date of the closing of title in broom-clean condition, together with all keys.

11. BROKER

This Agreement is consummated by the Seller in reliance on the representation of the Buyer that no broker or agent brought the Premises to the Buyer's attention or was, in any way, a procuring cause of this sale and purchase. The Buyer hereby agrees to indemnify and hold harmless the Seller against the claim of any broker or agent for a commission due by reason of this sale, where it is alleged that said broker or agent called the Premises to the Buyer's attention or interested Buyer therein, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. The provisions of this paragraph shall survive the delivery of the deed hereunder.

12. EFFECT AND ASSIGNMENT

The covenants and agreements herein are to be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns and shall survive the delivery of the deed hereunder. No assignment of this agreement by the Buyer shall be valid unless the Seller assents thereto in writing. This Agreement constitutes the entire agreement between the parties and may not be changed except by a contract in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension, estoppel,

or discharge is sought. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

13. Seller makes no representations whatsoever regarding the Premises.

14. USE - RESTRICTIONS

Absent the prior written consent of the City to the contrary, in the City's sole and absolute discretion, which consent may be permanently withheld for any reason or for no reason, the Premises shall always be used for social or human services purposes after its transfer to CIFIC, or any successor or assignee; and the deed from the City to CIFIC shall contain a restrictive covenant to that effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and in the year hereinbefore indicated.

Signed, sealed and delivered  
in the presence of:

As to Seller:

CITY OF DANBURY, Seller

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ L.S.  
Mark D. Boughton, Mayor  
Tax ID#: \_\_\_\_\_

As to Buyer:

CONNECTICUT INSTITUTE FOR  
COMMUNITIES, INC., Buyer

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ L.S.  
James H. Maloney,  
President and Chief Executive Officer  
Tax ID#: \_\_\_\_\_