



STATE OF CONNECTICUT • COUNTY OF TOLLAND  
INCORPORATED 1786

# TOWN OF ELLINGTON

55 MAIN STREET • P.O. BOX 187  
ELLINGTON, CONNECTICUT 06029-0187

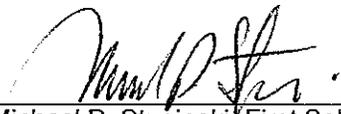
## NOTICE OF SPECIAL TOWN MEETING TOWN OF ELLINGTON Monday, December 10, 2007

A special town meeting of the electors and citizens qualified to vote in town meetings of the Town of Ellington, Connecticut, will be held at the Ellington Town Hall, 55 Main Street in Ellington, Connecticut, on Monday, December 10, 2007, at 7:15 p.m., prevailing time, for the following purposes:

1. To discuss and vote upon a resolution,
  - (a) to appropriate, as the recommended by the Boards of Selectmen and Finance and the Planning and Zoning Commission, \$325,000 for acquisition of an approximately 2.28 acres parcel of land, and any buildings and improvements thereon and appurtenances thereto, known as 17 Main Street in Ellington and shown on the Town Assessor's records as Parcel Number 064-021-0000, owned by and subject to a life use by, Edward C. Suchecki. Said parcel to be used for municipal purposes; and related site work.
  - (b) to authorize the payment of \$70,000 at closing and to authorize the First Selectman to sign on behalf of the Town a Promissory Note in the principal amount of \$255,000 payable in monthly installments of \$2,000 together including interest at 4.5% until paid, a 30-day default, cost of collection and acceleration upon the earlier death of Edward Suchecki clauses.
  - (c) to authorize the First Selectman, the Finance Officer and other proper officers of the Town to take all other action which is necessary or desirable to acquire the property.

Dated at Ellington, Connecticut, this 19<sup>th</sup> day of November, 2007.

BY ORDER OF THE BOARD OF SELECTMEN

  
Michael P. Stupinski, First Selectman

***A copy of the Purchase Option Agreement/Promissory Note is available for review in the Town Clerk's Office and First Selectman's Office.***

*Journal Inquirer 11/26/07*

**OPTION TO BUY REAL ESTATE**

THIS AGREEMENT made and concluded this \_\_\_\_ day of September, 2007 by and between **The Town of Ellington**, hereinafter called the "BUYER", and **EDWARD C. SUCHECKI**, of Ellington, Connecticut, hereinafter called the "SELLER".

**WITNESSETH:**

Seller hereby grants to the TOWN OF ELLINGTON the OPTION TO BUY those certain pieces or parcels of land thereon, known as **17 MAIN STREET, ELLINGTON, CT** being shown on Assessor's Map 064-021-0000 in the Town of Ellington, County of Tolland and State of Connecticut, a legal description of said premises being more particularly set forth on Exhibit "A" hereinafter referred to as "the property", under the following terms and conditions:

1. <i>PURCHASE PRICE</i>	\$325,000.00
DEPOSIT	100.00
CASH upon closing in the amount of	69,900.00
By Purchase Money Mortgage as described on Ex "B"	255,000.00

1.1 *OPTION PERIOD.* The option period shall run from the signing of this contract until **MARCH 31, 2008**. However, in the event either the Board of Finance recommends against an appropriation for this purchase or a Town Meeting acts negatively on this purchase, then Seller may terminate this option upon notice to the First Selectman of Buyer.

1.2 *EXERCISE OF OPTION.* This option shall be exercised by notice communicated to Seller in writing which may be transmitted by facsimile signed by the First Selectman or Town Attorney not later than **MARCH 31, 2008** and closing shall be on or before **APRIL 15, 2008**.

1.3 *CONSIDERATION FOR OPTION.* Buyer has paid Seller the sum of \$100.00 upon the delivery of this option which shall be earned immediately. In the event the Buyer purchases, then it will receive credit for that deposit.

2. *CONVEYANCE AND ENCUMBRANCES:* The transfer of title to the property to the Buyer shall be by Connecticut form Warranty Deed, conveying marketable title, free and clear of all encumbrances except utility easements of record and easements set forth on the Exhibits herein. Seller shall deliver a standard Owner's title affidavit concerning mechanic's liens, no easements or restrictions not of record, no parties in possession and reveal any surveys in Seller's possession, and an Environmental Affidavit affirming that there are no environmental hazards or spills on the property nor that the property has been the subject of a CT DEP order or investigation for the discharge of hazardous waste thereon to the best of Seller's knowledge.

3. *CONTINGENCIES.* This option is contingent upon the Buyer obtaining approval to purchase by all required Boards and Commissions of the Town of Ellington and approval to purchase by a Special Town Meeting, if required.

4. *ADDITIONAL CONSIDERATION FOR PURCHASE:*

4.1 After closing Seller shall retain possession of the house and all structures and land area extending approximately 200 feet northerly from Main Street and be entitled to remain in possession for so long as he is able to live independently at the premises. Seller's right to possession shall end on the earlier of his voluntary move from the premises, his absence from the premises for a consecutive period of six (6) months with no reasonable prospect of being able to return or his death.

4.2 Buyer shall have possession and full use of the remaining land.

4.3 Buyer shall pay all real estate taxes and insure the premises for fire and extended hazards and its own liability.

4.4 Seller shall be responsible for his personal property including all appliances and property not fixtures as well as his personal liability and shall insure those risks naming the Town as an additional insured on such policies.

4.5 Seller shall be responsible for all utility costs during his possession as well as all general maintenance of the property.

4.6 Buyer shall be responsible for all major repairs to the house structure but not any outbuilding. A major repair shall be defined as one estimated to cost more than \$3,000.

5. *CLOSING, POSSESSION & OCCUPANCY.* The transfer of title and occupancy shall take place on or before APRIL 15, 2008, at the office of Attorney Atherton B. Ryan, 117Hartford Turnpike, Tolland, Connecticut, or such other place as the parties may mutually agree, and Seller shall deliver possession and occupancy of the property to the Buyer at that time.

6. *TESTS, INSPECTIONS & SURVEYS.* Buyer shall pay for any and all tests and inspections of the property desired by it and Seller shall not interfere with any and all reasonable tests and inspections of the property. Seller shall not fix or be required to correct any defective conditions discovered by said tests and inspections. In the event of defects, Buyer shall have the option to repair or to rescind this contract.

7. *ADJUSTMENTS.* All adjustments shall be made in accordance with the custom of the Tolland County Bar Association.

8. *DEFAULT.* If Seller defaults and fails to deliver title as provided, Buyer shall be entitled to specific performance.

9. This agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of Seller and Buyer.

10. All of the terms and conditions of this agreement between the parties hereto are stated herein and no representations or inducements have been made to the Buyer by the Sellers other than those set forth herein.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals, and to a duplicate instrument of the same tenor as at the dates set forth next to the signatures affixed hereto.

Signed, sealed and delivered in the presence of:

**BUYER:**  
THE TOWN OF ELLINGTON

**SELLER:**

By \_\_\_\_\_  
Michael P. Stupinski  
Its First Selectman

By   
Edward C. Suchecki

EXHIBIT "A"

A certain piece or parcel of land situated

As described in a warranty deed  
of Edwin L. + Doris C. Heintz To  
Edward G. + Ann H. Suchecki dated  
Aug. 4, 1971 recorded in Vol. 80  
Page 612, a copy of which is attached.

EXHIBIT "B"

The following promissory note will be authorized and executed by Buyer at closing to be secured by a Connecticut statutory first mortgage on the subject property.

**PROMISORY NOTE**

\$255,000.00

Vernon, CT, \_\_\_\_\_, 2007

**FOR VALUE RECEIVED**, the It, **THE TOWN OF ELLINGTON** promises to pay to **EDWARD C. SUCHECKI**, or order, the principal sum of **TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$255,000.00)** payable in monthly installments of **TWO THOUSAND DOLLARS (\$2,000.00)** including interest at four and one-half (4.5 per cent) with the first payment due on \_\_\_\_\_ and monthly on the same dates of each month thereafter until \_\_\_\_\_ when the entire balance and accrued interest is due and together with all costs, expenses and attorney's fees incurred by the Holder hereof in any proceeding for collection of the debt, in any enforcement of the mortgage securing the same, in protecting or sustaining the lien of said mortgage, or in any litigation or controversy arising from or connected with this Note or the mortgage securing the same.

**IT IS HEREBY AGREED** that all taxes levied or assessed upon this note and all costs of collection including the costs of protecting or sustaining the lien of the mortgage securing this debt, including a reasonable attorney's fee, shall become a part of the debt and may be collected as a part thereof in any action to collect this note.

**IF DEFAULT** be made in any payment due under the terms of this note, and if such default shall continue for Thirty (30) days, then the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the Holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

**THE MAKER** hereof shall have no right to anticipate any or all of said installments at anytime except that the fiduciary of the holder's estate make demand for payment of the entire unpaid balance which shall then be due ninety (90) days following receipt of demand by First Selectman's office of the Town of Ellington.

This Note shall be governed by and construed in accordance with the laws of the State of Connecticut.

THE TOWN OF ELLINGTON

By \_\_\_\_\_  
Michael P. Stupinski  
First Selectman  
Duly Authorized

Secured by a mortgage on  
17 Main Street, Ellington, CT

# To all People to Whom these Presents shall Come Greeting:

Know Ye, That We, EDWIN L. HEINTZ and DORIS C. HEINTZ, both of the Town of Ellington, County of Tolland and State of Connecticut,

for the consideration of one and other dollars,

received to our full satisfaction of EDWARD C. SUCHECKI and ANN H. SUCHECKI, both of the Town of Ellington, County of Tolland and State of Connecticut;

do give, grant, bargain, sell and confirm unto the said

EDWARD C. SUCHECKI and ANN H. SUCHECKI

and unto the survivor of them, and unto such survivor's heirs and assigns forever, a certain piece or parcel of land, with the buildings thereon, situated on the general Northeasterly side of Main Street in said Town of Ellington, County of Tolland and State of Connecticut, and more particularly bounded and described as follows:

BEGINNING at an iron pin which marks the southerly corner of land now or formerly of the Town of Ellington and the Southwesterly corner of the premises herein described and which pin is set in the apparent general Northeasterly line of Main Street; thence in a general Northeasterly direction along a line which forms an interior angle of  $92^{\circ} 07' 30''$  with the Northeasterly line of Main Street hereinafter described, said line runs along land now or formerly of the Town of Ellington, a distance of Five Hundred Eighty-Three and Thirty-One-Hundredths (583.30) feet to an iron pin in line of land now or formerly of John and Lena Luginbuhl; thence turning an interior angle of  $88^{\circ} 14' 40''$  along line of land of said Luginbuhls, a distance of One Hundred Sixty-Nine and Ninety-Six One-Hundredths (169.96) feet to an iron pin; thence turning an interior angle of  $91^{\circ} 45' 20''$  and running along line of land of Edwin L. and Esther J. Heintz, a distance of Five Hundred Eighty-Four and Forty One-Hundredths (584.40) feet to an iron pin set in the apparent general Northeasterly line of Main Street; thence turning an interior angle of  $87^{\circ} 52' 30''$  and running along said Northeasterly line of Main Street, a distance of One Hundred Seventy (170.00) feet to the iron pin which marks the point and place of beginning.

Said parcel contains 2.28 acres of land, more or less.

REFERENCE is made to a map entitled, "MAP OF LOT TO BE CONVEYED BY EDWIN L. & ESTHER J. HEINTZ ELLINGTON, CONNECTICUT SCALE: 1" = 50'" Certified Substantially Correct Alfred E. Schindler Dec. 4, 1969".

Reference is hereby made to a Quit-Claim Deed from Edwin L. Heintz to Edwin L. Heintz and Doris C. Heintz dated December 29, 1969 and recorded at Volume 78, Page 83 of the Ellington Land Records.

**To Have and to Hold** the above granted and bargained premises, with the appurtenances thereof, unto them the said grantees, and unto the survivor of them, and unto such survivor's heirs and assigns forever, to them and their own proper use and behoof.

**And also,** we the said grantors do for ourselves, our heirs, executors, administrators, and assigns, covenant with the said grantees and with the survivor of them, and with such survivor's heirs and assigns, that at and until the enrolling of these presents we are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

**And Furthermore,** we the said grantors do by these presents bind ourselves and our heirs, and assigns forever to **WARRANT AND DEFEND** the above granted and bargained premises to them the said grantees, and to the survivor of them and to such survivor's heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

34.65 Conveyance Tax received

Edna J. Edwards  
Town Clerk of Ellington

In Witness Whereof, we have hereunto set our hands and seals this 4th day of August in the year of our Lord nineteen hundred and seventy-one.

Signed, Sealed and Delivered in presence of

Thomas F. Rady, III  
Thomas F. Rady, III

Edwin L. Heintz  
Edwin L. Heintz

Dorise S. Johnson  
Dorise S. Johnson

Doris C. Heintz  
Doris C. Heintz

State of Connecticut,  
County of TOLLAND

ss. Vernon

On this the 4th day of August, 1971, before me, Thomas F. Rady, III, the undersigned officer, personally appeared Edwin L. Heintz and Doris C. Heintz

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, as their free act and deed.

In Witness Whereof, I hereunto set my hand and official seal:

Received August 5, 1971  
at 4:16 P.M.

Thomas F. Rady, III  
Thomas F. Rady, III

Attest: Edna J. Edwards Commissioner of the Superior Court  
Town Clerk Title of Officer

State of Connecticut,  
County of

ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

In Witness Whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Title of Officer