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AGREEMENT OF SALE

AGREEMENT made this 8th day of April 2026, the ("Effective Date") between the **City of Derby**, a municipal corporation organized and existing under the laws of the State of Connecticut with municipal offices located at 1 Elizabeth Street, Derby, Connecticut 06418 (hereinafter, the "Seller") and **Piotr Drozdz**, an individual having an address of 618 Williams Road, Wallingford, CT 06492 (hereinafter, the "Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the record owner of all that certain piece or parcel of land known as **196 Hawkins Street**, Derby, Connecticut, more particularly described as set forth on Schedule A attached hereto (the "Premises"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Premises on the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Agreement to Sell and Purchase. For the Purchase Price and subject to the terms and conditions hereof, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase, the Premises.

2. Purchase Price. The purchase price to be paid by the Buyer to the Seller for the Premises is **One Hundred Twenty-Six Thousand and 00/100 Dollars ($126,000.00)** (the "Purchase Price") and shall be as follows:

(a) As a part of the Deposit heretofore paid, receipt of which is

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acknowledged, subject to collection. If a Deposit or any portion thereof is paid to a broker or other party, Buyer directs that the Deposit shall be sent immediately to Seller's attorney (the "Escrow Agent") for handling per Paragraph 3, below ;	**$0.00**
(b) Upon the signing of this Agreement, payable to the SELLER'S attorney as Trustee as provided herein, receipt of which is acknowledged, subject to collection ("the Deposit");	$12,600.00
(c) Upon delivery of the deed by wire or by official cashier's or bank check drawn by and upon a federally-regulated or Connecticut state-chartered bank, or a bank that is a member of the New York Clearing House, the proceeds of which are immediately available.	**$113,400.00**
TOTAL	$126,000.00

3. Closing.

(a) Subject to extension as set forth in Paragraph 4b, the Closing shall take place within **thirty (30)** days of the execution of this Agreement. However, the Seller shall have the right, at its sole option to extend the closing date for an additional thirty (30) day period, upon notice to the Buyer prior to the original closing date or extended closing date, as may be applicable. Closing of the purchase of the Premises and settlement shall take place at the offices of Berchem Moses PC 75 Broad Street, Milford, CT 06460 (the "Closing").

4. Quality of Title.

(a) Buyer acknowledges that Seller obtained the Premises by foreclosure or a deed in lieu of foreclosure. The Agreement is subject to and contingent upon the ability of Seller to convey insurable title as required by this Agreement and in the event that Seller is unable to convey insurable title, Buyer and Seller shall each have the right in its sole discretion to terminate the Agreement. Upon such termination and return of the Deposit,

Seller shall have no further obligation to Buyer whatsoever. Neither Seller nor any of its agents or representatives have occupied the Premises and neither warrants or represents that the Premises or any alterations or additions which may have been made to the Premises conform to applicable law.

(b) Seller shall deliver insurable title to the Premises by Quitclaim Deed, subject to:

(i) Real property taxes and any municipal liens or assessments becoming due and payable or payments in lieu of taxes;

(ii) Any and all provisions of any municipal ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations and regulations governing the said Premises.

(iii) such a state of fact, disclosed by personal inspection.

(iv) such other easement or restrictions of record may appear, provided they do not materially adversely affect the use of the Premises.

(v) Common law, riparian or littoral rights of other and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water; and

(vi) All such other matters of record as may appear.

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If Seller is unable to provide insurable title, convey the Premises, or to deliver possession of the Premises as provided in this Agreement, or if at the time of the delivery of the Deed

does not conform with the provisions of this Agreement, Seller shall bear any no expense to remove any defects in title or to convey or deliver the Premises as so provided and is under no obligation to use or to bring any actions or proceedings in order to do so. If Seller is unable to so remove any defects in title or to convey or deliver the Premises as so provided within ten (10) days after Closing, (a) the Agreement shall terminate and Seller will return the deposit, if any, to Buyer as Buyer's sole and exclusive remedy, or (b) Buyer may, by written notice on or before the Closing, waive any objections to Seller's inability to so remove any defects in title or to convey or deliver the Premises as so provided. For purposes of this paragraph Seller shall be deemed to be able to convey insurable title to Buyer if a reputable title insurance company will underwrite a title insurance policy insuring that title to the Premises will vest in Buyer as of the Closing. Buyer shall notify Seller, in writing, within fifteen (15) days after the Effective Date of the then existence of any encumbrances and defects in title.

(c) If Seller or Buyer elects to terminate this Agreement pursuant to clause (b) above, the terminating party shall give notice to the other party in writing of its election to terminate this Agreement, the deposit, if any, shall be refunded to Buyer, and this Agreement shall be deemed canceled, and all of the parties hereto shall be released from all further liability and obligations hereunder.

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5. Condition of the Property; AS-IS.

(a) The Buyer agrees that it has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in their present condition on an "as is" basis, reasonable wear and tear excepted. Neither Seller nor Seller's agents have made any representations or warranties as to said Premises on which Buyer has relied other than as expressly set forth in this Agreement. Buyer hereby acknowledges that Seller shall not be providing Buyer with a Residential Property Condition Report and/or a certificate of occupancy with respect to the Premises. Buyer, to the extent permissible under applicable law, hereby waives any requirement that Seller furnish Buyer with any such disclosure statement and/or a certificate of occupancy and hereby releases Seller, and its successors, assigns, affiliates, directors, officers, employees, owners, agents, and representatives from any and all liability resulting from the non-delivery of such disclosure statement and/or certificate of occupancy.

(b) BUYER ACKNOWLEDGES THAT EXCEPT AS MAY BE SPECIFICALLY SET FORTH TO THE CONTRARY HEREIN, BUYER IS PURCHASING THE PREMISES IN AN "AS-IS" AND "WHERE-IS" CONDITION "WITH ALL FAULTS" AND WITH ALL LATENT OR PATENT PHYSICAL DEFECTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND (WHETHER EXPRESS OR IMPLIED) INCLUDING (WITHOUT LIMITATION) WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR USE, VALUE, PROFITABILITY, OR MARKETABILITY OF THE PREMISES. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING UPON, AND HAS NOT RELIED UPON, ANY INFORMATION, DOCUMENTATION, BROCHURE, OR

OTHER LITERATURE, MAP, SKETCH, PROFORMA, STATEMENT, REPRESENTATION, GUARANTEE, OR WARRANTY THAT MAY HAVE BEEN GIVEN BY OR MADE ON BEHALF OF CITY AND THAT IT IS BUYER'S SOLE RESPONSIBILITY TO UNDERTAKE SUCH DUE DILIGENCE AND TO MAKE SUCH LEGAL, FACTUAL, AND OTHER INQUIRIES AND INVESTIGATIONS AS BUYER MAY DEEM NECESSARY, DESIRABLE, OR APPROPRIATE WITH RESPECT TO ACQUIRING THE PREMISES. SELLER WILL BE DEEMED RELEASED BY BUYER OF AND FROM ANY AND ALL LIABILITIES, OBLIGATIONS, AND CLAIMS THAT BUYER MAY HAVE AGAINST SELLER (WHETHER KNOWN OR UNKNOWN) OR THAT MIGHT ARISE IN THE FUTURE BASED IN WHOLE OR IN PART UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONTAMINATION ON OR WITHIN THE PREMISES, AS SUCH TERMS OR CONDITIONS MAY NOW OR HEREAFTER BE DEFINED OR REGULATED BY ANY FEDERAL, STATE, OR LOCAL LAW, ORDINANCE, ORDER, RULE, REGULATION, CODE, OR OTHER GOVERNMENTAL RESTRICTION OR REQUIREMENT INCLUDING (WITHOUT LIMITATIONS) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AS AMENDED, 42 U.S.C. SEC. 9601, ET SEQ ("CERCLA"), THE RESOURCE CONSERVATION ACT, AS AMENDED, 42 U.S.C. SEC. 690 ET SEQ AND CONNECTICUT TRANSFER ACT. ("RCRA") (THE FOREGOING COLLECTIVELY REFERRED TO HEREIN AS THE "ENVIRONMENTAL LAWS"), OR OTHERWISE.

(c) EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING UPON, AND

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HAS NOT RELIED UPON, SELLER OR SELLER'S AGENTS AS TO: (1) THE QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF THE PREMISES; (2) THE QUALITY, NATURE, ADEQUACY, OR CONDITION OF SOILS OR GROUNDWATER AT THE PREMISES; (3) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR CONDITION OF ANY UTILITIES AT OR NEAR THE PREMISES; (4) THE DEVELOPMENT POTENTIAL OF THE PREMISES, ITS HABITABILITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE; (5) THE ZONING OR OTHER LEGAL STATUS OF THE PREMISES, INCLUDING (WITHOUT LIMITATION) CONDEMNATION OR THREAT OF CONDEMNATION; OR (6) THE CONDITION OF TITLE TO THE PREMISES OR THE NATURE, STATUS AND EXTENT OF ANY EASEMENT, RIGHT OF WAY, ENCUMBRANCE, LICENSE, RESERVATION, OR ANY OTHER MATTER AFFECTING TITLE TO THE PREMISES.

(d) WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SECTIONS 5(a), (b) AND (c), AS OF THE CLOSING DATE, BUYER HEREBY WAIVES, RELEASES, AND DISCHARGES ANY CLAIM BUYER HAS, MIGHT HAVE HAD, OR MAY HAVE AGAINST SELLER RELATING TO THE CONDITION OF THE PREMISES, WHETHER KNOWN OR UNKNOWN, AS WELL AS BUYER'S ABILITY OR INABILITY TO OBTAIN BUILDING PERMITS, CERTIFICATES OF OCCUPANCY, OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PREMISES, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PREMISES, THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PREMISES, THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, THE COMPLIANCE WITH ANY ENVIRONMENTAL OR LAND USE LAWS, RULES, REGULATIONS OR

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REQUIREMENTS, AND ANY OTHER STATE OF FACTS WHICH EXISTS WITH RESPECT TO THE PREMISES.

THE PROVISIONS OF THIS SECTION 5 SHALL SURVIVE THE CLOSING OF THIS TRANSACTION AND THE TRANSFER OF TITLE TO THE PREMISES TO BUYER.

6. Closing Documents.

(a) At or prior to the Closing, Seller shall deliver to Buyer:

(i) a proper and fully executed and acknowledged quitclaim deed (the "Deed"), sufficient to convey to Buyer all of Seller's right, title and interest in and to the Premises;

(ii) forms for the Town Clerk of Derby and the Connecticut Commissioner of Revenue Services showing the Seller to be exempt from real estate conveyance taxes otherwise payable upon the recording of the Deed; however, Seller shall be responsible for and shall pay all conveyance taxes or fees which may be due, if any;

(iii) an affidavit, in form satisfactory to Buyer, certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended, and as that term is defined in the Foreign Investment and Real Property Tax Act of 1980, as amended, and providing Seller's U.S. Taxpayer Identification Number;; and

(iv) standard title company affidavits as to absence of mechanics liens and parties in possession and such other documents as may reasonably be requested by Buyer's title insurance company in order to issue an owner's title insurance policy at regular rates.

(b) At or prior to the Closing, Buyer shall deliver to Seller the Purchase Price.

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(b) Buyer and Seller each agree to furnish to the other at the Closing such other documents as shall be reasonably requested, provided that no such document shall increase the obligations of the party from whom such document is requested.

7. Seller's Representations. Seller, to its best knowledge and belief represents and warrants to the Buyer as follows:

(a) Seller has full right and authority to enter into this Agreement and to consummate the transaction contemplated herein; and

(b) It has no notice or knowledge of the institution or the proposed institution of condemnation of any portion of the Premises, or any other legal, equitable, administrative or governmental proceedings against all or any part of the Premises or the threat of any such actions by any other authority other than the Seller.

The foregoing representations shall not survive the Closing.

8. Risk of Loss. Risk of loss or damage to the Premises shall be with the Seller prior to Closing.

9. Possession. Buyer shall be entitled to full possession of the Premises, free from all tenancies and occupants, at the Closing. Seller agrees to deliver the Premises at the Closing in the same condition as they are on the date hereof, after removal of such personal property and trade fixtures as Seller elects in its sole and absolute discretion.

10. Adjustments. Adjustments of taxes or payments in lieu of taxes shall be made in accordance with the uniform fiscal year method.

11. Default. If Seller fails to perform any of the obligations herein imposed upon the Seller, then the Buyer shall be entitled to the return of its Deposit as its sole and exclusive remedy and upon return of the Deposit, Seller shall have no further obligations hereunder. In the

event that Buyer breaches or is in default of this Agreement, the deposit, if any, shall be retained by the Seller to be applied towards any damages it may suffer. SELLER AND BUYER EACH ACKNOWLEDGES AND AGREES, THAT (1) THE DEPOSIT IS A REASONABLE ESTIMATE OF AND BEARS A REASONABLE RELATIONSHIP TO THE DAMAGES THAT WOULD BE SUFFERED AND COSTS INCURRED BY SELLER AS A RESULT OF HAVING WITHDRAWN THE PROPERTY FROM SALE AND THE FAILURE OF CLOSING TO OCCUR DUE TO A DEFAULT OF BUYER UNDER THIS AGREEMENT; (2) THE ACTUAL DAMAGES SUFFERED AND COSTS INCURRED BY SELLER AS A RESULT OF SUCH WITHDRAWAL AND FAILURE TO CLOSE DUE TO A DEFAULT OF BUYER UNDER THIS AGREEMENT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO DETERMINE; (3) BUYER SEEKS TO LIMIT ITS LIABILITY UNDER THIS AGREEMENT TO THE AMOUNT OF THE DEPOSIT IN THE EVENT THIS AGREEMENT IS TERMINATED AND THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT DOES NOT CLOSE DUE TO A DEFAULT OF BUYER UNDER THIS AGREEMENT; AND (4) THE DEPOSIT SHALL BE AND CONSTITUTE VALID LIQUIDATED DAMAGES TO BE PAID TO SELLER IN LIEU OF ALL CLAIMS FOR DAMAGES AND CLAIMS TO SPECIFIC PERFORMANCE THAT SELLER MAY HAVE AGAINST BUYER.

13. Notices. All notices required to be given under any of the terms of this Agreement shall be in writing and shall be delivered personally or sent by electronic mail or telefax or overnight courier or by registered or certified mail, postage and charges prepaid (and deemed given on receipt), and addressed:

If to Seller, to:

Richard J. Buturla, Esq.
Berchem Moses PC

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75 Broad Street
Milford, CT 06460
Fax: (203) 878-2235
Email: rbuturla@berchemmoses.com

If to Buyer, to:
Eugene A. Skowronski
200 Division Street, 2nd Floor
Ansonia, CT 06401

Tel. (203) 734-3315
Fax: (203) 735-88410
Email: eugene.a.skowronski@gmail.com

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Buyer and Seller shall each have the right from time to time to specify as its address for purposes of this Agreement any other address upon giving written notice thereof to the other party.

14. Entire Agreement; Amendments. This Agreement and the Exhibits attached hereto constitute the entire agreement by and between the parties hereto affecting the Premises and supersede any and all previous agreements, written or oral, between the parties and affecting the Premises. The terms and provisions of this Agreement may not be modified or waived except by written agreement of Buyer and Seller.

15. Brokers. The parties hereto acknowledge and agree that **Michael Frascatore of CB Country to Coast Realty and Franki Delgado of Keller Williams Prestige** are the brokers who negotiated the sale of the Property and that Seller shall pay the commissions due to said broker by separate agreement. This Agreement is consummated by the parties in reliance on the other's representation that no other broker or agent was, in any way, a procuring cause of this sale and purchase. The Buyer (jointly or severally, if more than one) hereby agrees to indemnify and hold harmless the Seller, and the Seller (jointly or severally, if more than one) hereby agrees to indemnify and hold harmless the Buyer, against the claim of any other broker or agent for a

commission due by reason of this sale, where it is alleged that said broker or agent called the Property to 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.

16. Effect. The rights and obligations contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Whenever used, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders, as the context may require.

17. Headings. The headings used herein are for convenience only and are not to be construed in interpreting this Agreement.

18. Exhibits. All Exhibits referred to herein are intended to be and hereby are specifically made a part of this Agreement.

19. Governing Law. This Agreement and its interpretation shall be governed by and construed under the laws of the State of Connecticut.

20. Installation of New Locks and Transfer of Utilities: Buyer shall be responsible for the installation of new locks and the transfer of all Utilities on the Premises immediately after the Closing, and Buyer shall hold harmless and indemnify Seller and its successors, assigns, affiliates, directors, officers, employees, owners, agents, and representatives from and against any and all damages, claims, liens, losses liabilities, costs, injuries, attorney fees and expenses of every kind and nature that may be made against Seller and its successors, assigns, affiliates, directors, officers, employees, owners, agents, and representatives as a result of Buyer's failure to install new locks or transfer all utilities on the Premises. Buyer will have all utilities and homeowners' services

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transferred into Buyer's name no later than the second (2nd) business day following Closing. Buyer also will be responsible for payment of any utilities charges incurred after Closing and for ensuring that any utilities or homeowners' service, in the name of Seller is transferred entirely into Buyer's name.

21. Assignability. Buyer may not assign or transfer the Agreement without Seller's written approval.

22. Performance. The acceptance of the Deed by Buyer shall be deemed to be a full performance by Seller under the Agreement.

23. Waiver of Jury Trial. **SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, COUNTERCLAIM PROCEEDING OR LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. THE ABOVE WAIVER SHALL SURVIVE THE CLOSING OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THE TERMINATION OF THIS AGREEMENT.**

24. Costs. Regardless of whether Closing occurs hereunder, and except as otherwise expressly provided herein, each party hereto shall be responsible for its own costs in connection with this Agreement and the transactions contemplated hereby, including without limitation, fees of attorneys, engineers, accountants and other professional persons.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:
CITY OF DERBY

BY:_____
Joseph DeMartino
Its Mayor

BUYER:

_____
Piotr Drozdz

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SCHEDULE A
LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the City of Derby, County of New Haven, and State of Connecticut, bounded and described as follows:

Commencing at a point 50 feet northerly of Ninth Street, thence running northerly along the westerly side of Hawkins Street 100 feet; thence running westerly 125 feet; thence southerly 100 feet; thence easterly 125 feet, and parallel with said Ninth Street, to point of beginning.

LESS AND EXCEPTING THEREFROM that certain piece or parcel of land, together with the buildings and improvements thereon, situated in the City of Derby, County of New Haven, and State of Connecticut, bounded and described as follows:

Commencing at a point on the westerly side of Hawkins Street, at the northeasterly corner of other land now or formerly of Mary E. Taylor, which point is 50 feet northerly of Ninth Street; thence proceeding westerly along said other land now or formerly of Mary A. Taylor, a distance of 125 feet, to land now or formerly of Michael Carey; thence northerly, parallel to Hawkins Street, a distance of 50 feet; thence easterly, parallel to and 50 feet distant from the first described line, along other land now or formerly of Helen C. Brennan, a distance of 125 feet to the westerly side of Hawkins Street; thence southerly along Hawkins Street, a distance of 50 feet to the point and place of commencement.

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