

PROPERTY FIXED ASSESSMENT AGREEMENT

THIS PROPERTY FIXED ASSESSMENT AGREEMENT (this “Agreement”) dated as of this ___ day of _____, 2021, between the **Town of Stonington** (the “Town”) a body corporate and politic, constituting a public instrumentality and political subdivision of the State of Connecticut, and **Coggswell Redevelopment LLC**, (the “Owner”) a Connecticut limited liability company having a mailing address of One Washington Mall, Suite 500, Boston, Massachusetts, the future owner of certain real property known as the Campbell Grain Mill located at 27 West Broad Street and 15 Coggswell Street, Pawcatuck, Connecticut.

W I T N E S S E T H:

WHEREAS, §12-65b of the Connecticut General Statutes authorizes a municipality, by affirmative vote of its legislative body, to enter into a written agreement with a party owning or proposing to acquire an interest in, or leasing, real property within such municipality, fixing the assessment of real property and all improvements thereon or therein, and the improvements are for residential use; and

WHEREAS, the Owner proposes to purchase and develop real property located at 27 West Broad Street and 15 Coggswell Street within the Town (hereinafter “Property”) and, together with financial contributions from the State of Connecticut, improve said property at an approximate cost of \$32,000,000 and to use the said property as improved for residential use, specifically an 82-unit mixed income rental housing project (the “Project”), which will qualify as an affordable housing project pursuant to §8-30g of the Connecticut General Statutes; and

WHEREAS, the parties acknowledge that this agreement and the fixed assessment applies to Property and all improvements that are constructed thereon or therein; and

WHEREAS, said improvements are economically feasible only if a fixed amount of real property taxes is agreed upon for a period of ten years; and

WHEREAS, it is in the best interest of the Town and its taxpayers that the Owner make such acquisition and improvements; and

WHEREAS, in order to induce the Owner to improve said Property and make such improvements within its borders, the Town, at a Town Meeting held on _____, 2021, adopted a resolution approving the fix assessment program described herein, a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. The Property. This Agreement affects and pertains to the Property to be owned under the name of Coggswell Redevelopment LLC and all improvements thereon or therein or to be constructed thereon or therein.

2. Improvements. The Owner agrees that they will make improvements thereon or therein and that the proposed use of the Property is for residential housing. The Town agrees that the Owner's use of the Property meets the requirements of §12-65b of the Connecticut General Statutes.
3. Fixed Assessment. For the period of ten (10) years (which shall commence as described in Paragraph 4 below), the total fixed assessment of the Property and all improvements shall be as follows:

<u>Years</u>	<u>Total Fixed Assessment</u>
1-10	\$2,054,915.00

If said improvements are not made to the Property, the Town shall have no obligation to provide any tax assessment relief.

4. Commencement and Duration. The ten (10) year period shall commence with the first Grand list date following the date of completion of the Project and the issuance of a final Certificate of Occupancy. The first assessment year for this Agreement is estimated to begin October 1, 2024, but shall be extended as reasonably necessary provided that in the event that the construction of the Project does not commence by October 1, 2026, then this Agreement shall terminate upon that date. Prior to the commencement of this Fixed Assessment Agreement, the then current owner of the Property shall be obligated and responsible to pay taxes on the assessments set by the Town of Stonington for the Assessment Years between the signing of this Agreement and the first assessment year for this Agreement. Moreover, the Owner acknowledges that, upon the expiration of this Fixed Assessment Agreement, the Property shall be assessed by the Town of Stonington based upon market conditions that then exist and consistently with the Connecticut General Statutes. The Owner shall provide the Town Assessor audited financial statements for the Project for use in said assessment process.
5. Commitment. The Owner shall remain current in the payment of any taxes and other obligations owed to the Town and shall be in compliance with zoning regulations for the property. If the Owner defaults and violates any of the above or fails to meet this obligation by transfer or change of use of the property, the Owner shall be subject to repayment of the abatement provided for herein, plus statutory interest for delinquent taxes, to the Town of Stonington.
6. No Waiver. Nothing contained in this Agreement shall be construed as waiving any right the Owner may have to a future contest or appeal following the ten-year period, in the manner provided by law, of any assessment made or tax imposed by any taxing authority with respect to the Property.
7. Condemnation. In the event the Property or any part thereof is taken by condemnation or eminent domain or is damaged or destroyed by fire or other casualty during an applicable ten-year period, the fixed assessment specified in Paragraph 3 shall be adjusted to reflect the diminution of value resulting from such condemnation, eminent domain, fire or other casualty in the manner provided by state and local laws and ordinances.

8. Successors. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto.
9. Amendment. This Agreement may not be amended, modified or terminated except by a writing executed by the parties hereto.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut.
11. Severability. A ruling by any court or administrative body that a portion of this Agreement is invalid or unconstitutional shall have no effect on the other terms hereof which shall remain in full force and effect and binding on the parties hereto.
12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall be an original and all of which shall constitute but one and the same instrument.
13. Assignment. This Agreement shall not be assigned except by agreement of the parties. Notwithstanding the foregoing, the Owner may assign this agreement to a separate limited liability company formed by the Owner for the purposes of holding title to the Property without the consent of the Town.
14. Integration. This Agreement sets forth all (and is intended by the parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations between them in respect to the assessment and imposition of real property taxes on the Property and all Improvements thereto, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, expressed or implied, between the parties with respect to said assessment and taxes other than as set forth herein.
15. Whereas Clauses. The Parties further agree that all of the terms of this Agreement including the “whereas” paragraphs appearing before the numbered paragraphs are contractual and not mere recitals. The foregoing recitals are hereby incorporated into and made a part of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their respective officer's thereunto as of the date first above mentioned.

Signed, Sealed and Delivered
in the Presence of:

Town of Stonington

By: _____
Danielle Chesebrough
Its First Selectman, duly authorized

Coggswell Redevelopment LLC
by Coggswell Redevelopment MM LLC, its
managing member
by WDP Manager Corp., its manager

By: _____
Gilbert J. Winn
Its