RESOLUTION NO. 3328
APPROVING A SALE AGREEMENT BETWEEN
SANFORD BUNZABURO YOSHIKAMI AND MASUKO M. YOSHIKAMI
AND THE CITY OF STAMFORD
FOR THE CITY’S ACQUISITION OF PROPERTY KNOWN AS
1 WHITTAKER PLACE, STAMFORD, CONNECTICUT

NOW THEREFORE BE IT RESOLVED BY THE 27TH BOARD OF
REPRESENTATIVES THAT:

Pursuant to Section C1-50-3 of the Stamford Charter and Section 9-7.1 of the Stamford
Code of Ordinances, the Sale Agreement ("Agreement") between the Sanford
Bunzaburo Yoshikami and Masuko M. Yoshikami Boulevard, LLC ("Seller") and the City
of Stamford ("Buyer") for the City's purchase of the property known as 1 Whittaker
Place, Stamford, Connecticut from the Seller for $1,200,000.00, in accordance with the
terms and conditions set forth in the Agreement, which is incorporated by reference, is
hereby approved; and

Pursuant to Section 9-10 of the Stamford Code of Ordinances, the Mayor is hereby
authorized to order the demolition of all buildings and structures situated at 1 Whittaker
Place, Stamford, Connecticut following the consummation of the sale of such property
to the City.

The Mayor is further authorized to execute any and all documents he deems necessary
and advisable, including, without limitation, the Use and Occupancy Agreement
attached to the Agreement, in connection with the purchase generally described herein.

This Resolution shall be effective as of the date of approval.

Adopted by the 27th Board of Representatives of the City of Stamford on the 5th day of
October, 2009.

This resolution was approved on the Consent Agenda at the regular monthly meeting of
the 27th Board of Representatives held on Monday, October 5, 2009.

David R. Martin, President
Annie M. Summerville, Clerk
Resolution No. 3328
October 5, 2009
Page 2

cc: Mayor Dannel P. Malloy
Benjamin Barnes, Director of Operations
Thomas M. Cassone, Director of Legal Affairs
William Callion, Director of Public Safety, Health & Welfare
Donna Loglisci, Town & City Clerk
Pete Privitera, Director of OPM
SALES AGREEMENT

AGREEMENT made as of the ______ day of ___________ 200_ between Sanford Bunzaburo Yoshikami and Masuko M. Yoshikami of 1 Whittaker Place, Stamford, Connecticut (hereinafter referred to as the "SELLER", whether one or more), and the City of Stamford, 888 Washington Boulevard, Stamford, Connecticut, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut, acting herein by Dannel P. Malloy, its Mayor, duly authorized (hereinafter referred to as the BUYER).

WITNESSETH:

1. PROPERTY. The SELLER, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the BUYER hereby agrees to purchase the real property commonly known as 1 Whittaker Place, Stamford, Connecticut and specifically described in Schedule A attached hereto (the "Premises") subject to the encumbrances and exceptions to title set forth or referred to in paragraph 6(e) and Schedule A (legal description and exceptions, if any) attached hereto.

2. CONSIDERATION. The purchase price is One Million Two Hundred Thousand Dollars and Zero Cents (U.S. $1,200,000.00) which the BUYER agrees to pay as follows:

   (a) As a part of the deposit hereinafore paid, receipt of which is hereby acknowledged, subject to collection; $0.00

   (b) As the balance of the deposit before or upon the signing of this Agreement, receipt of which is hereby acknowledged, subject to collection; $0.00

   (c) Upon the delivery of the deed by wire transfer or by certified check or official bank check drawn on a bank having an office in Connecticut the proceeds of which are immediately available; U.S. $1,200,000.00

   TOTAL U.S. $1,200,000.00

It is specifically understood and agreed that, pursuant to the Real Estate Customs of the Fairfield County Bar Association currently in effect, at closing the Buyer shall tender to Seller wired fund(s), or cashier's check(s) or bank treasurer's certified check(s) payable or endorsed to Seller's attorney as trustee for Seller, for the balance of the purchase price due at closing as set forth in this Agreement less the amounts of all mortgage payoffs and, as hereinafter described in paragraph numbered 10 below, less Taxes and Assessments. Additionally, Buyer's attorney shall tender to Seller separate cashier's, bank treasurer's or certified check's for payoff of Seller's mortgage obligations.

3. DEED. The SELLER, on receiving the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER the usual Connecticut full covenant Warranty Deed in proper form, to convey to the BUYER, the fee simple of the Premises, free of all encumbrances except as hereinafter provided. The SELLER shall thereupon pay all real estate conveyance taxes, and shall complete and deliver to the BUYER the conveyance tax forms.
4. CLOSING. The deed shall be delivered at the offices of the City of Stamford, Office of Legal Affairs, 888 Washington Boulevard, Stamford, Connecticut, or at such place in Fairfield County, Connecticut, as may be designated by the BUYER's on or before the 31st day of December, 2009 or sooner by mutual agreement of the parties hereto. In the event that the closing does not take place by 12/31/09, through no fault of the Seller, then this Agreement shall become null and void, at the option of the Seller and be of no further force and effect.

5. FIXTURES. (a) Included in this sale, for the aforesaid purchase price, are the following items, all of which items the SELLER represents are owned by SELLER, not leased, and free from security interests, liens, and other encumbrances, insofar as any of them were located on the Premises at the time of BUYER'S inspection: heating, cooling, electrical and plumbing systems and fixtures, electric light fixtures, installed wall to wall carpeting, security system, stove, storm windows and doors, screens and screen doors, window shades, venetian blinds, curtain rods, awnings, exterior television antennas, weathervanes, mail box(es), all pool equipment, garage door openers with remotes, and existing plants and shrubbery. (b) Specifically excluded from the sale are: N/A. ALL TO BE IN AN "AS IS" CONDITION, REASONABLE WEAR AND TEAR EXPECTED.

(c) If any fixtures are leased, Seller shall provide the name and contact information of the lessor as soon as possible, but not later than at the closing of title. The following fixtures are leased:

6. TITLE. (a) If, upon the date for the delivery of the deed as hereinafter provided, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to the Premises, subject only to the items set forth in Schedule A and Paragraph 6(c) hereof, then provided Seller has exercised reasonable good faith efforts to deliver marketable title, the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) days, or such shorter time as the BUYER may require, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER (i) may elect to accept such title as the SELLER can convey, without modification of the purchase price, or (ii) may reject such title. Upon such rejection, all sums paid on account hereof, together with any nonrefundable expenses actually incurred by the BUYER shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder.

(b) The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A and Paragraph 6(c) hereof, and the marketability thereof shall be determined in accordance with the Connecticut General Statutes and the Connecticut Standards of Title of the Connecticut Bar Association. Any and all defects in or encumbrances against the title which come within the scope of said General Statutes and/or Connecticut Standards of Title shall not constitute valid objections on the part of the BUYER, if such Statutes or the Connecticut Standards of Title do not so provide, and provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Statutes or Connecticut Standards of Title, and further provided title will be insurable at standard premiums by a title insurance company licensed in the State of Connecticut. Where the Statutes and Connecticut Standards of Title conflict or are found to be inconsistent, the Connecticut General Statutes shall control.

(c) The SELLER represents that the Premises and the present use thereof are not in violation of any governmental rules, codes, permits, regulations or limitations, unless same have become legally nonconforming, and there are no violations of any restrictive covenant, agreement or condition subject to which title to the Premises is to be conveyed in accordance with the terms hereof. Between the date of this Agreement and the date of closing, the SELLER will not do anything or allow anything to be done on or about the Premises which will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning or building violations and that there has been no attempt to enforce same against the SELLER during the time in which the SELLER has owned the Premises. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises which are not yet a lien on the Premises and has no
knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon.

(d) Notwithstanding anything to the contrary contained in this Agreement or any riders attached hereeto, in the event the SELLER after due diligence cannot obtain a release for any existing mortgage on the Premises at the time of the closing of title from the holder of said mortgage, or any assignee thereof, either because said holder will not release the mortgage without first receiving payment or because the holder has delayed in sending the attorney for the SELLER the release of mortgage, then BUYER and SELLER agree to close title notwithstanding the absence of the release of mortgage, provided the attorney for the SELLER furnishes the attorney for the BUYER, at the closing, with the written payoff statement and a copy of the payoff check evidencing that payment of the unreleased mortgage is to be made in full at the time of the closing, and with an undertaking to make said payment in accordance with said payoff statement, and further provided the BUYER's Title Insurance Company will issue a fee policy at no additional premium which takes no exception for said mortgage or mortgages or which provides affirmative coverage against loss or damage by reason of said unreleased mortgage or mortgages. SELLER shall exercise due diligence to obtain any such release or releases and will upon receipt thereof immediately record the same and forward a copy or copies thereof to BUYER's attorney with recording information. If SELLER has not obtained such release within sixty (60) days after closing, he shall give to BUYER's attorney the affidavit provided for in Connecticut General Statutes Section 49-8(a), as amended, together with the necessary recording fee. This provision shall survive the closing.

(e) The Premises will be conveyed to and accepted by the BUYER only subject to:

(i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same at the time of closing.

(ii) Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the date of closing, the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises.

(iii) Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable as determined under Paragraph 6(b) hereof (such exception is for purposes of this Agreement only and shall not be included in the deed, unless it was in the deed which SELLER received upon purchasing the property).

(iv) Common law, riparian or littoral rights of others 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.

(v) Unless otherwise specifically agreed between the parties in writing, any municipal assessment other than taxes (such as for sewers and the like) shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.

(vi) Such encumbrances as shown on Schedule A, if any.

7. LIEN. All sums paid on account of this Agreement and the reasonable expenses as set forth in Paragraph 6 or 11 hereof are hereby made liens on the Premises, but such liens shall not continue after default by the BUYER under this Agreement.
8. CONDITION OF PREMISES. The BUYER agrees that he has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in their present condition, subject to the provisions of Paragraph 11 hereof. SELLER represents that all appliances and systems on the Premises (including the furnace, heating and air conditioning systems and any appliances included in the sale) are in working order and will be in the same condition at the time of closing as they are on the date of this Agreement. 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. The SELLER agrees that the condition of the Premises shall be the same on the date of closing of title as of the date hereof, subject to the provisions of Paragraph 11 hereof.

9. BROKER(S). The parties hereto agree that only the SELLER engaged a broker for the negotiation of the sale of the Premises, and the SELLER agrees to pay the commission for such services pursuant to separate agreement. This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that no other 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 SELLER represents to the BUYER that no other broker or agent has any exclusive sale or exclusive agency listing on the Premises. The provisions of this paragraph shall survive the closing.

10. NO APPORTIONMENT. Real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, service contracts, dues and ordinary assessments of private associations, and common charges, if any, together with interest thereon, if any, (collectively referred to as “Taxes and Assessments”) shall not be apportioned over the fiscal period for which levied. SELLER shall be solely responsible for all such Taxes and Assessments that came or are coming due before the date of closing. BUYER shall not reimburse SELLER at closing for any fuel remaining on the Premises. The preceding sentences in this paragraph shall survive the closing.

11. RISK OF LOSS. The risk of loss or damage by fire or other casualty to the buildings on the Premises until the time of the delivery of the deed is assumed by the SELLER. Throughout the period between the date of this Agreement and the delivery of the deed, SELLER shall continue to carry his existing fire and extended coverage insurance on the buildings on the Premises. In the event that such loss or damage does occur prior to the delivery of the deed, the SELLER shall be allowed a reasonable time thereafter, not to exceed thirty (30) days from such loss or damage or such shorter time as may be within the term of BUYER’s mortgage commitment, within which to repair or replace such loss or damage to BUYER’s reasonable satisfaction. In the event the SELLER does not repair or replace such loss or damage to BUYER’s reasonable satisfaction within said time, the BUYER shall have the option:

(a) of terminating this Agreement, in which event all sums paid on account hereof, together with any nonrefundable expenses actually incurred by the BUYER (in the aggregate not to exceed the cost of fee title insurance based on the amount of the purchase price, title search, Phase I and/or Phase II Environmental Report), shall be paid to the BUYER without interest thereon. Upon receipt of such payment, further claims and obligations between the parties hereto, by reason of this Agreement, shall be released and discharged; or

(b) of accepting a deed conveying the Premises in accordance with all the other provisions of this Agreement upon payment of the aforesaid purchase price and of receiving an assignment of all insurance moneys recovered or to be recovered on account of such loss or damage, to the extent they are attributable to loss or damage to any property included in this sale together with the amount of the deductible withheld from payment, less the amount of any moneys actually and reasonably expended by the SELLER on said repairs.

The SELLER shall not be responsible for loss or damage to trees or other plantings due to natural causes.

12. AFFIDAVITS. The SELLER agrees to execute, at the time of closing of title, an affidavit, (a) verifying the non-existence of mechanics' and materialmen's lien rights, (b) verifying the non-existence of any tenants' rights,
(c) verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises, (d) updating to the extent of SELLER's knowledge, any available survey, and (e) affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445; together with any other affidavit reasonably requested by the BUYER's lender or title company as to facts within SELLER's knowledge.

13. MAINTENANCE. The grounds shall be maintained by the SELLER up to the date of closing of title, including the mowing of lawns, the raking of fallen leaves, the removal of fallen trees and large branches (except in uncultivated areas), and the removal of snow and ice from walks and driveways. In the event there is a pool that has been opened prior to the closing, SELLER shall continue to perform normal maintenance of same.

14. DELIVERY OF PREMISES. The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein), broom-clean, free of all debris, litter and furnishings and shall deliver all keys (and alarm codes, if applicable) in SELLER's possession to the BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

15. Intentionally omitted. (Heading was Liability for Delayed Closing – Would have required the City to reimburse the Seller)

16. DEFAULT. If BUYER is in default hereunder, or, on or before the date of closing as set forth herein, indicates that BUYER is unable or unwilling to perform and SELLER stands ready to perform SELLER's obligations, SELLER's sole and exclusive remedy shall be the right to terminate this Agreement by written notice to BUYER or BUYER's attorney. In such event and upon SELLER's written notice of termination, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement. In no event shall the closing, or any extension thereof, take place later than three (3) weeks from the date of closing set forth in Paragraph 4 hereof, subject to the provisions of Paragraphs 6 and 11. In the event closing has not taken place by the end of said three (3) week period, through no fault of the non-delaying party, the delaying party shall be deemed in default. If SELLER defaults hereunder, Buyer shall have such remedies as Buyer shall be entitled to at law or in equity, including, but not limited to, specific performance.

The foregoing notwithstanding, a delay in the closing through no fault of the Buyer which results in either the loss of the Buyer's mortgage commitment or an adverse change in the terms of such commitment shall entitle Buyer to rescind this Agreement and the Seller shall forthwith refund all sums heretofore paid by the Buyer on account of the purchase price, whereupon all rights and liabilities of the parties hereto by reason of this Agreement shall terminate.

17. Intentionally omitted. (Heading was Mortgage Contingency)

18. PROPERTY CONDITION DISCLOSURE FORM. Attached hereto as a Rider is the Property Condition Disclosure Form required by Section 20-327b of the Connecticut General Statutes. In the event the SELLER has not furnished BUYER with the Property Disclosure Form, if required by Section 20-327b of the Connecticut General Statutes, with or prior to the BUYER's execution of this Agreement, the SELLER shall give and the BUYER shall receive a credit of $300.00 against the purchase price at closing.

19. LEAD-BASED PAINT. By signing this contract, BUYER acknowledges that the lead paint contingency granted pursuant to 42 USC 4825d as set forth in the Lead Paint Disclosure report attached to this Agreement has been waived or has been satisfied, and that the BUYER has no further testing period for lead paint.

20. DELIVERY OF DOCUMENTS. The SELLER shall deliver to the BUYER prior to closing any documents, informational materials, building plans and any surveys in the SELLER's possession pertaining to the Premises, the appliances and the systems on or within the Premises.
21. **NOTICES.** All notices under this Agreement shall be in writing and shall be delivered personally and received or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the SELLER shall be sent to:

________________________________________________________

Phone ( ) __________________________
Fax ( ) __________________________

Notices to the BUYER shall be sent to:

Thomas M. Cassone, Director of Legal Affairs
City of Stamford, Office of Legal Affairs
888 Washington Boulevard, Stamford, CT 06901
Phone (203) 977-4081
Fax (203) 977-5560

22. Intentionally omitted. (Heading was Right to Withdraw— at the Seller’s option)

23. **ASSIGNMENT.** This Agreement shall not be assigned by either party.

24. **IRS REPORTING COMPLIANCE.** Unless otherwise required by law or as set forth in a separate designation agreement, BUYER shall cause BUYER’s attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing.

25. **ACCEPTANCE OF DEED.** The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

26. **REPRESENTATIONS.** Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement including all Attachments shall survive delivery of the deed and all representations by SELLER are made to the best of SELLER’s knowledge and belief. Further, said representations shall be as true and accurate at the time of closing as they were as of the date hereof. Except in the event of an intentional misrepresentation, if Purchaser discovers any material representation contained in this Agreement including all Attachments to be untrue or inaccurate, the remedy of the parties shall be those available to them in the event of a valid defect in or objection to title.

27. **EFFECT.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, trustees, administrators, successors, and permitted assigns of the respective parties.

28. **COSTS OF ENFORCEMENT.** Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and reasonable court costs from the other party.
29. GENDER. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement.

31. ENTIRE AGREEMENT. All prior understandings, agreements, representations and warranties, oral and written, between Seller and Purchaser are merged in this Agreement. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by both parties.

32. CAPTIONS. The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

33. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

34. Intentionally omitted. (Heading was Alteration of Standard Form – changes not typed in a certain format would be omitted from the agreement if inconsistent with the standard purchase contract)

35. CLOSING CUSTOMS. The Parties agree to follow the procedures contained in the Closing Customs of the Fairfield County Bar Association currently in effect. However, these Closing Customs may be superseded by the written agreement of the Parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day first above written.

In the Presence of:

______________________________
Seller

______________________________
Taxpayer ID#

______________________________
Seller

______________________________
Seller

City of Stamford

______________________________
BUYER

Dannel P. Malloy, Mayor
Federal Tax ID#
Title to said Premises is to be taken in the name or names of:

City of Stamford

ATTACHMENTS:

SCHEDULE A
- Description of Premises
- Exceptions to Title [see Paragraph 6(c)(vi)]
PROPERTY CONDITION DISCLOSURE FORM [see Paragraph 18]
LEAD PAINT DISCLOSURE
USE AND OCCUPANCY AGREEMENT
SCHEDULE A

All those two (2) lots of land, with the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield, State of Connecticut, being the northerly two (2) lots shown and delineated on a certain map entitled "Plan of Properties in Stamford, Connecticut, prepared for Junzo Nojima and William J. Fitzpatrick, which map is on file in the office of the Town Clerk of said Stamford, and there numbered 7466, and being the same pieces, parcels or tracts of land described in deeds recorded in the land records of said Stamford, in Book 758, Page 29 and Book 885, Page 39.

1. Real estate taxes of the city of Stamford on the List of October 1, 2008.

2. An encroachment of an existing garage* subject to the note on a map (not filed on the land records) and to the terms of an Agreement between Annie M. McDonnell and Edward M. McDonnell dated January 19, 1960 and recorded on January 20, 1960 in Volume 885 at Page 41 of the Stamford Land Records. *Garage has been removed.


5. Effect, if any, of Variance granted by the Stamford Zoning Board of Appeals dated December 13, 1972 and recorded December 29, 1972 in Volume 1316 at Page 89 of said Land Records.


**STATE OF CONNECTICUT**
**DEPARTMENT OF CONSUMER PROTECTION**
165 Capitol Avenue + Hartford, CT 06106

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**RESIDENTIAL PROPERTY CONDITION DISCLOSURE REPORT**

<table>
<thead>
<tr>
<th>Seller's Name:</th>
<th>Sanford Bunyardu Yoshikane H. Yashikane</th>
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<tbody>
<tr>
<td>Property Street Address:</td>
<td>Whitemar Gz.</td>
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<tr>
<td>Property City:</td>
<td>Stamford</td>
</tr>
<tr>
<td>State:</td>
<td>CT</td>
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<tr>
<td>Zip Code:</td>
<td>0680</td>
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The Uniform Property Condition Disclosure Act Connecticut General Statutes Section 20-327h requires the seller of residential property to provide this disclosure to the prospective purchaser prior to the prospective purchaser’s execution of any binder, contract to purchase, option or lease containing a purchase option. These provisions apply to the transfer of residential real property of four dwelling units or less made with or without the assistance of a licensed broker or salesperson. The seller will be required to credit the purchaser with the sum of $300.00 at closing if the seller fails to furnish this report as required by this act.

Please note that Connecticut law requires the owner of any dwelling in which children under the age of 6 reside to abate or manage materials containing toxic levels of lead.

Pursuant to the Uniform Property Condition Disclosure Act, the seller is obligated to disclose here any knowledge of any problem regarding the following:

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<th>YES</th>
<th>NO</th>
<th>UNKN</th>
<th>I. GENERAL INFORMATION</th>
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1. How long have you occupied the property? **16 yrs**

2. Does anybody other than yourself have any right to use any part of your property or does anybody else claim to own any part of your property? If yes, explain

3. Is the property in a flood plain area or an area containing wetlands?

4. Do you have any reason to believe that the municipality may impose any assessment for purposes such as sewer installation, sewer improvements, water main installation, water main improvements, sidewalks or other improvements?

5. Is the property located in an historic village or special tax district? Explain
<table>
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<th>YES</th>
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II. SYSTEM/UTILITIES

6. HEATING SYSTEM problems? Explain
   a. Heating System and Fuel Type: __________
   b. Is there an underground fuel tank? If yes, location and age: __________

7. HOT WATER HEATER problems? Explain
   Type of hot water heater: __________
   Age: __________

8. PLUMBING SYSTEM problems? Explain: __________

9. SEWAGE SYSTEM problems? Explain:
   a. Type of sewage disposal system
      (central sewer, septic, cesspool, etc.): __________
   b. If private: (a) Name of service company: __________
      (b) Date last pumped: __________
      Frequency: __________
   c. If public:
      (1) Is there a separate charge made for sewer use? Yes / No __________
      (2) If separate charge, is it a flat amount or metered? __________
      (3) If flat amount, please state amount and payment dates: __________
      (4) Are there any unpaid sewer charges, and if so state the amount: __________

10. AIR CONDITIONING problems? Explain:
    Air Conditioning type: Central __________ Window __________ Other __________

11. ELECTRICAL SYSTEM problems? Explain: __________

12. DRINKING WATER problems? Quality or Quantity? Explain: __________
    If public drinking water:
    a. Is there a separate charge made for water use? Yes / No __________
    b. If separate charge, is it a flat amount or metered? __________
    c. If flat amount, please state amount and payment dates: __________
    d. Are there any unpaid water charges, and if so state the amount: __________

13. ELECTRONIC SECURITY SYSTEM problems? Explain: __________

14. CARBON MONOXIDE OR SMOKE DETECTOR problems? Explain: __________

15. FIRE SPRINKLER SYSTEM problems? Explain: __________
<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>UNKN</th>
<th>III. BUILDING/STRUCTURE/IMPROVEMENTS</th>
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<td>16. FOUNDATION/SLAB problems/settling? Explain</td>
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<td>17. BASEMENT Water/Seepage/Dampness? Explain amount, frequency and location.</td>
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<td>18. SUMP PUMP problems? If yes, explain</td>
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<td>19. ROOF leaks, problems? Explain</td>
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<td>Roof type</td>
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<td>20. INTERIOR WALLS/CEILING problems? Explain</td>
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<td>21. EXTERIOR SIDING problems? Explain</td>
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<td>22. FLOOR problems? Explain</td>
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<td>23. CHIMNEY/FIREPLACE/WOOD OR COAL STOVE problems? Explain</td>
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<td>24. Any knowledge of FIRE/SMOKE damage? Explain</td>
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<td>25. PATIO/DECK problems? If made of wood, is wood treated or untreated?</td>
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<td>26. DRIVEWAY problems? Explain</td>
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<td>27. TERMITE/INSECT/RODENT/PEST INFESTATION problems? Explain</td>
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<td>28. IS HOUSE INSULATED? Type</td>
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<td>29. ROT AND WATER DAMAGE problems? Explain</td>
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<td>30. WATER DRAINAGE problems? Explain</td>
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<td>31. Are ASBESTOS CONTAINING INSULATION OR BUILDING MATERIALS present? If yes, location</td>
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<td>32. Is LEAD PAINT present? If yes, location</td>
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<td>33. Is LEAD PLUMBING present? If yes, location</td>
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<td>34. Has test for RADON been done? If yes, attach copy. State whether a radon control system is in place</td>
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The Seller should use this area to further explain any item above. Attach additional pages if necessary and indicate here _____ the number of additional pages attached.

I. Seller's Certification

To the extent of the Seller(s) knowledge as a property owner, the Seller acknowledges that the information contained above is true and accurate for those areas of the property listed. In the event a real estate broker or salesperson is utilized, the Seller authorizes the broker or salesperson to provide the above information to prospective buyers, selling agents or buyer's agents.

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II. Responsibilities of Real Estate Brokers

This report in no way relieves a real estate broker of his or her obligation under the provisions of Section 20-328-5a of the Regulations of Connecticut State Agencies to disclose any material facts. Failure to do so could result in punitive action taken against the broker, such as fines, suspension or revocation of license.

III. Statements Not to Constitute a Warranty

Any representations made by the seller on this report shall not constitute a warranty to the buyer.

IV. Nature of Disclosure Report

This residential disclosure report is not a substitute for inspections, tests, and other methods of determining the physical condition of the property.

V. Information on the Residence of Convicted Felons

Information concerning the residence address of a person convicted of a crime may be available from law enforcement agencies or the department of public safety.

VI. Buyer's Certification

The buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an expert. The buyer understands that there are areas of the property for which the seller has no knowledge and this disclosure statement does not encompass those areas. The buyer also acknowledges that the buyer has read and received a signed copy of this statement from the seller or seller's agent.

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Questions or Comments? Consumer Problems?
Contact the Department of Consumer Protection at (860) 713-6150 or occp.complaints@cos.state.ct.us
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS (PURCHASE AND SALE)

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interests in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER’S DISCLOSURE

(initial)

[a] Presence of lead-based paint and/or lead-based paint hazards (check one below):

[ ] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

[b] Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.

(b) Records and reports available to the seller (check one below):

[ ] Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

[c] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER’S ACKNOWLEDGEMENT

(initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet “Protect Your Family From Lead In Your Home”.

(e) Purchaser has (check one below):

[ ] Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

[ ] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT’S ACKNOWLEDGEMENT

(initial)

(f) Agent has informed the seller of the seller’s obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

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<td>Agent</td>
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<td>Purchaser</td>
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USE AND OCCUPANCY AGREEMENT

This Agreement, made this day of August, 2009, by and between Sanford Yoshikami and Masuko Yoshikami, 1 Whittaker Place, Stamford, Connecticut (hereinafter referred to as the "Sellers") and the City of Stamford, 888 Washington Boulevard, Stamford, CT 06901, acting herein by Dannel P. Malloy, its Mayor, duly authorized (hereinafter referred to as the "Buyer").

WITNESSETH

Whereas, Sellers and Buyer have executed a Purchase and Sale Agreement for the purchase of real property located at 1 Whittaker Place, Stamford, Connecticut (hereinafter referred to as the "Premises"); and

Whereas, the closing of title is scheduled for , and

Whereas, the Sellers desire to use and occupy said premises until December 31, 2009 and the Buyer is in agreement to allow such use and occupancy in accordance with the terms hereof.

NOW THEREFORE, in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. The closing of title and payment of the purchase price for the premises shall occur in accordance with the provisions of the Purchase and Sale Agreement.

2. Sellers may use and occupy said premises until 8:00 a.m., December 31, 2009. Notwithstanding the foregoing, Seller shall have a maximum of three (3) months to use and occupy said premises subsequent to the actual closing of title.

3. The Sellers shall pay the sum of ONE HUNDRED SIXTEEN DOLLARS AND SIXTY SEVEN CENTS (U.S. $116.67) per calendar day effective as of the date of closing for such occupancy to the Buyer for carrying costs of said use and occupancy, payable in advance on the first of each month in consecutive monthly payments of $3,500.00.

4. The parties agree that nothing herein contained is intended to create a relationship of Landlord and Tenant between them.

5. If Sellers do not vacate the premises upon the termination of the three (3) months to use and occupy said premises, subsequent to the closing of title, Seller shall thereafter pay the sum of FIVE HUNDRED DOLLARS and ZERO CENTS (U.S. $500.00) per
day, but nothing herein shall be deemed to be a waiver of rights of the Buyer for immediate occupancy.

6. If Sellers shall fail, for any reason whatsoever, to vacate said premises on or before said date, the Buyer shall, in addition to all other remedies, have the right to commence any legal action or proceeding best calculated to oust, evict and remove the Sellers from the premises. Sellers agree to reimburse Buyer for all reasonable attorney's fees, costs and expenses that Buyer may incur in the enforcement of Buyer's rights under this agreement.

7. The sum of THIRTY SIX THOUSAND DOLLARS AND ZERO CENTS (U.S. $36,000.00) shall be held in escrow by Ronald Schwartz, Esq., as escrow agent, as security for the Sellers' faithful performance of Sellers' obligations under this agreement and for any damage that may be caused to the subject premises during said occupancy or while Sellers are vacating said premises as well as for all reasonable attorney's fees, costs and expenses that Buyer may incur in the enforcement of Buyer's rights hereunder.

8. During the term of this occupancy by the Sellers, the Sellers shall be responsible for all utility expenses including heat, at Sellers' sole expense.

9. During the term of this occupancy the Sellers shall maintain liability insurance to remain in full force and effect, which liability insurance shall name the Buyer and its employees, officers and agents as additional insured and certificate holder.

10. During the term of this occupancy the Buyer shall in no way be responsible for any loss or damage to Sellers' personal property as may remain within the subject premises. Sellers are to be solely responsible for same and may insure the same against loss, damage or theft.

11. TIME IS OF THE ESSENCE WITH RESPECT TO ALL DATES MENTIONED ABOVE.

12. The Sellers agree to indemnify and save the Buyer harmless from and against any and all loss, damage, injury, liability or claim arising therefrom including claims for injury or death to any person on said premises or damage to said property, however caused, resulting directly or indirectly from Sellers use and occupancy of and/or remaining in the premises.

13. The Sellers agree to be responsible for, and to protect, save harmless and indemnify said Buyer from and against all loss, damage, injury and/or costs and expenses suffered or sustained by them to which it may be held or become liable by reason of Sellers remaining in said premises, or any negligence or willful misconduct on the part of Sellers or of any other person or persons under control of Sellers.
14. The Sellers further agree to do nothing which will lessen or depreciate the value of said premises.

IN WITNESS WHEREOF, the parties have duly executed or caused this Agreement to be executed as of the date first above written.

SELLERS:

SANFORD YOSHIKAMI

MASUKO YOSHIKAMI

BUYER:

CITY OF STAMFORD