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TAX INCENTIVE AGREEMENT

JUN 23 PM 3:28
Elizabeth Lynch
TOWN AND CITY CLERK
ANSONIA, CONNECTICUT

This Tax Incentive Agreement (this "Agreement") is made as of the 23 day of June, 2022, by and between the City of Ansonia , a municipal corporation, organized and existing under the laws of the State of Connecticut, with a principal place of business at 253 Main Street, Ansonia Connecticut 06401 (the "City"), and **PRIMROSE COMPANIES REALTY, LLC**, a Connecticut limited liability company, with a principal place of business at 1425 Noble Avenue, Bridgeport, 06610 (the "**Developer**").

RECITALS

- A. Connecticut General Statutes Section 12-65b authorizes municipalities to enter into written agreements fixing the assessment of real property for the purpose of redevelopment;
- B. The Connecticut City and Town Development Act, Chapter 114 of the Connecticut General Statutes, Section 7-480, *et. seq.* allows a municipality to enter into an agreement, by resolution, to exempt a development property from local property taxes;
- C. Developer seeks to redevelop, for commercial use, a parcel of real property; known as 31-105 and 106-165 Olson Drive, and more particularly described in Schedule A, attached hereto and made a part hereof (collectively, the "Premises");
- D. Developer's redevelopment of the Premises shall be performed pursuant to a Land Disposition Agreement (the "Disposition Agreement") entered into by and between Developer and the City. A copy of the Disposition Agreement is attached hereto, and made a part hereof, as Schedule B, and is incorporated by reference into this Agreement.
- E. Developer is not delinquent in the payment of any taxes that are due to the City;
- F. Developer is a "sponsor" as that term is defined by Connecticut General Statutes Section 7-482(n); and
- G. As an inducement to Developer to develop the Premises pursuant to the Disposition Agreement, and contingent on Developer's faithful adherence to the terms and conditions of the Disposition Agreement, the Ansonia Board of Aldermen deems it appropriate to enter into this Agreement with Developer relative to the Premises;

NOW, THEREFORE, Developer and the City hereby agree as follows:

1. RECITALS. The recitals set forth above are complete and correct in all material respects and are incorporated herein by reference
2. FIXED ASSESSMENT PERIOD. Subject to the terms and conditions set forth in this Agreement, the assessment of the Premises shall be fixed for a period of three (3) years from the date of expiration of the Tax Exemption Period (the "Fixed Assessment Period"). During the Fixed Assessment Period, the assessment of the Premises shall be fixed as follows:

31-105 and 106-165 Olson Drive

\$2 Million Assessed

3. GRADUATED ASSESSMENT PERIOD. Subject to the terms and conditions set forth in this Agreement, the assessment of the Premises shall increase, for a fourteen (14) year period following the Fixed Assessment Period (the "Graduated Assessment Period"), by five (5%) percent, per year.
4. FULL ASSESSMENT. Subject to the terms and conditions set forth in this Agreement, and notwithstanding anything contained herein, immediately following the expiration of the Graduated Assessment Period, and beginning on that date that is seventeen (17) years following the date of the fully executed Disposition Agreement, and for all times thereafter, the Premises shall be assessed at full market value.
5. DISPOSITION AGREEMENT/COMPLETION DEADLINES. The tax incentives and agreements described in Sections 2-4 of this Agreement are contingent upon Developer adhering to, and complying with, all of the terms and conditions of the Disposition Agreement, including, without limitation, all completion deadlines set forth therein. In the event that Developer breaches, violates, or otherwise fails to comply with, and/or does not adhere to, all of the terms and conditions, including all completion deadlines, set forth in the Disposition Agreement, the City may terminate this Agreement by delivery of written notice to Developer.
6. CESSATION OF BUSINESS OPERATIONS. In the event that at any time during the pendency of this Agreement, Developer ceases business operations at the Premises, or any part thereof, the City may terminate this Agreement upon delivery of written notice to Developer.
7. FAILURE TO PAY TAXES. In the even that Developer fails to make a payment to the City for any real property taxes owed by Developer on any of the properties subject to this Tax Incentive Agreement, by the due date for payment, then the City may, after a thirty (30) day cure period, terminate this Agreement, upon delivery of written notice to Developer, and the full amount of all taxes, including accrued interest, that would otherwise have been due, shall immediately become due and payable.

8. ACCEPTANCE AND WAIVER. As a further consideration and inducement for the City to enter into this Agreement, Developer agrees to accept as correct, the value placed upon all real property of Developer to this Tax Incentive Agreement by the City's Tax Assessor, and waives the right to appeal or challenge any real property assessments to said properties during this Agreement. This acceptance and waiver shall cease upon the expiration of the Agreement.
9. AMENDMENTS. This Agreement may not be modified or amended except by a writing signed by both parties hereto.
10. HEADINGS. The section headings in this Agreement are for convenience and for reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
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. APPLICABLE LAW. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Connecticut.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above mentioned.

City of Ansonia

By: _____
Mayor David S. Cassetti
Its Mayor
Duly Authorized

Date: June _____, 2022

Primrose Companies Realty, LLC

By: _____
Its President
Duly Authorized

Date: June _____, 2022

**SCHEDULE B
LAND DISPOSITION AGREEMENT**

[To Be Attached]