



Residential Real Estate Closings

February 19, 2019
9:00 a.m. – 3:30 p.m.

CBA Law Center
New Britain, CT

CT Bar Institute Inc.

CT: 5.5 CLE Credits (General)
NY: 6.5 CLE Credits (AOP)

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Lawyers' Principles of Professionalism

As a lawyer I must strive to make our system of justice work fairly and efficiently. In order to carry out that responsibility, not only will I comply with the letter and spirit of the disciplinary standards applicable to all lawyers, but I will also conduct myself in accordance with the following Principles of Professionalism when dealing with my client, opposing parties, their counsel, the courts and the general public.

Civility and courtesy are the hallmarks of professionalism and should not be equated with weakness;

I will endeavor to be courteous and civil, both in oral and in written communications;

I will not knowingly make statements of fact or of law that are untrue;

I will agree to reasonable requests for extensions of time or for waiver of procedural formalities when the legitimate interests of my client will not be adversely affected;

I will refrain from causing unreasonable delays;

I will endeavor to consult with opposing counsel before scheduling depositions and meetings and before rescheduling hearings, and I will cooperate with opposing counsel when scheduling changes are requested;

When scheduled hearings or depositions have to be canceled, I will notify opposing counsel, and if appropriate, the court (or other tribunal) as early as possible;

Before dates for hearings or trials are set, or if that is not feasible, immediately after such dates have been set, I will attempt to verify the availability of key participants and witnesses so that I can promptly notify the court (or other tribunal) and opposing counsel of any likely problem in that regard;

I will refrain from utilizing litigation or any other course of conduct to harass the opposing party;

I will refrain from engaging in excessive and abusive discovery, and I will comply with all reasonable discovery requests;

In depositions and other proceedings, and in negotiations, I will conduct myself with dignity, avoid making groundless objections and refrain from engaging in acts of rudeness or disrespect;

I will not serve motions and pleadings on the other party or counsel at such time or in such manner as will unfairly limit the other party's opportunity to respond;

In business transactions I will not quarrel over matters of form or style, but will concentrate on matters of substance and content;

I will be a vigorous and zealous advocate on behalf of my client, while recognizing, as an officer of the court, that excessive zeal may be detrimental to my client's interests as well as to the proper functioning of our system of justice;

While I must consider my client's decision concerning the objectives of the representation, I nevertheless will counsel my client that a willingness to initiate or engage in settlement discussions is consistent with zealous and effective representation;

Where consistent with my client's interests, I will communicate with opposing counsel in an effort to avoid litigation and to resolve litigation that has actually commenced;

I will withdraw voluntarily claims or defense when it becomes apparent that they do not have merit or are superfluous;

I will not file frivolous motions;

I will make every effort to agree with other counsel, as early as possible, on a voluntary exchange of information and on a plan for discovery;

I will attempt to resolve, by agreement, my objections to matters contained in my opponent's pleadings and discovery requests;

In civil matters, I will stipulate to facts as to which there is no genuine dispute;

I will endeavor to be punctual in attending court hearings, conferences, meetings and depositions;

I will at all times be candid with the court and its personnel;

I will remember that, in addition to commitment to my client's cause, my responsibilities as a lawyer include a devotion to the public good;

I will endeavor to keep myself current in the areas in which I practice and when necessary, will associate with, or refer my client to, counsel knowledgeable in another field of practice;

I will be mindful of the fact that, as a member of a self-regulating profession, it is incumbent on me to report violations by fellow lawyers as required by the Rules of Professional Conduct;

I will be mindful of the need to protect the image of the legal profession in the eyes of the public and will be so guided when considering methods and content of advertising;

I will be mindful that the law is a learned profession and that among its desirable goals are devotion to public service, improvement of administration of justice, and the contribution of uncompensated time and civic influence on behalf of those persons who cannot afford adequate legal assistance;

I will endeavor to ensure that all persons, regardless of race, age, gender, disability, national origin, religion, sexual orientation, color, or creed receive fair and equal treatment under the law, and will always conduct myself in such a way as to promote equality and justice for all.

It is understood that nothing in these Principles shall be deemed to supersede, supplement or in any way amend the Rules of Professional Conduct, alter existing standards of conduct against which lawyer conduct might be judged or become a basis for the imposition of civil liability of any kind.

--Adopted by the Connecticut Bar Association House of Delegates on June 6, 1994

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Residential Real Estate Closings (ERP190219)

Agenda

9:00 a.m. – 12:00 p.m. Topics I – III

12:00 p.m. – 12:30 p.m. Lunch

12:30 p.m. – 3:30 p.m. Topics IV – VII

I. FILE MANAGEMENT – **JOETTE TRINH**

1. File Setup
 - Party Names and Contact Info
2. Checklists
3. Establish Atty & Staff Admin Responsibilities/Duties re: closing file

II. BUYER & BORROWER REP – **JOETTE TRINH**

1. Buyer Intake Sheet
2. Engagement Letter
3. Contract Review
4. Property Disclosure Review
5. Calendar Dates
 - ICD
 - T&MSCD
 - MCD
 - CD
6. Order Title & Muni Searches
7. Closing Protection Letter
8. Mortgage Loan Commitment
9. Preliminary CD
10. The Loan Package
11. The Closing
12. Title Rundown & Recording
13. Post-Closing

III. SELLER REP – **JOETTE TRINH**

1. Seller Intake Sheet
2. Engagement Letter
3. Contract Review
4. Calendar Dates
5. Clearing Title
6. Payoffs
7. Adjustments/Oil Readings/Water Bills
8. Conveyance Taxes/FIRPTA/1099/Smoke & CO Detector Aff/Owner's Title Aff
9. The Deed
 - Types of Deeds
 - Covenants (the 4 covenants of a warranty deed)
10. Sale Doc Package
11. Closing
12. Payoffs/Releases/Disbursements

- IV. TITLE SEARCH & COMMITMENT – **FRANK CAMMARANO**
 - 1. Definition
 - 2. Types of Title Searches
 - 3. Elements of the Title Search
 - 4. Reviewing the Title Search
 - 5. The Title Commitment
- V. MUNICIPAL SEARCH – **JOSH LUKSBERG**
- VI. THE TITLE INSURANCE POLICY – **LISA LUGAUSKAS**
- VII. MISCELLANEOUS ISSUES – **LISA LUGAUSKAS (Input from everyone)**
 - Estates in Real Estate (JTROS, TIC, Life, Leasehold)
 - POA Closings
 - Probate & RE – brief overview
 - Trusts & RE – brief overview
 - Solar Panels
 - Condo Purchase & Sales
 - Resale Package
 - Review Contingency
 - ROFR Waiver
 - Relo Closings
 - REO Closings
 - Escrow Matters
 - Walk-through issues
 - Missing items necessary to clear title
 - Short Sales
 - Mechanic's Liens
 - Marijuana & RE

Faculty Biographies

Attorney **Frank P. Cammarano** is Title Counsel at Connecticut Attorneys Title Insurance Company (CATIC) where he handles a broad range of underwriting and title related matters.

Frank was admitted to practice law in the State of Connecticut in 2012. He received his Bachelor of Science Degree in Business Management from Skidmore College and his Juris Doctorate from Quinnipiac University School of Law. Prior to joining CATIC, Attorney Cammarano worked in the agency services department of a national title insurance underwriter and the real estate department of a law firm in Fairfield County.

Frank is actively involved in various real estate related associations and committees, including the Executive and Legislative Committees of the Real Property Section of the Connecticut Bar Association (CBA), the Hartford and New Haven County Bar Associations (HCBA & NHCBA), as well as the Real Estate Finance Association (REFA).

Attorney **Lisa Lugauskas**, VP, Counsel, Connecticut Director of Education and Training at the Fidelity National Title Insurance Group. She was a practicing attorney for over 20 years prior to joining the title industry. Her areas of focus were real estate, probate, and bankruptcy.

She earned her BS from the University of Connecticut in 1981 and her Juris Doctorate from Brigham Young University in 1984. She is the Chairperson of the Residential Real Estate Specialization Committee of the Connecticut Bar Association and Secretary of the CBA Real Property Section. She is also on the Executive Board of the CBA Real Property Section. She is the President of CREW (Commercial Real Estate Women) and is a member of its Board of Directors.

She is the Chairperson of the Continuing Legal Education Committee of the Waterbury Bar Association and has been an Officer of the WBA since 1987. She is also an Associate Professor at Post University.

A skilled professional with experience in the title industry since 2003, **Joshua A. Luksberg** is dedicated to using his expertise and knowledge to manage the State of Connecticut for First American, while focusing on maximizing efficiencies and values for his attorney agent clients.

Josh joined First American in 2009 as Branch Counsel in the Stamford office, after spending the first five (5) years of his career with Chicago Title. In 2015, Josh was promoted to the role of Vice President and Connecticut State Agency Manager. Josh currently works out of both the Hartford and Stamford offices, servicing attorney agents in all eight (8) Connecticut counties.

Josh graduated from the University of Massachusetts, Amherst with a degree in Sports Management, and received his Juris Doctorate from the Quinnipiac University School of Law. Josh is an executive member of the Real Property Section of the Connecticut Bar, an executive member of the Connecticut Mortgage Bankers Association, and an active member of both the Real Estate Finance Association and the American Land Title Association.

Attorney **Joette L. Trinh** is admitted to both the Connecticut and Massachusetts bars. She practices primarily in the area of real estate law, estate planning, and small business law.

Attorney Trinh received her J.D. from Western New England University in 2013, and her B.A., magna cum laude, from McDaniel College in 2006. While attending Western New England University School of Law, Attorney Trinh was a member of the Negotiations Moot Court Team.

Prior to earning her J.D., Attorney Trinh worked for a private real estate investment firm for five years, traveling the nation, helping clients learn how to invest in residential and commercial real estate, mobile home parks, and commercial paper.



RESIDENTIAL REAL ESTATE CLOSINGS ESSENTIALS OF PRACTICE AND AN OVERVIEW OF THE NEW RULES

Frank Cammarano, Esq.

Lisa Lugauskas, Esq.

Joshua A. Luksberg, Esq.

Joette L. Trinh, Esq.

Topics covered

- FILE MANAGEMENT
- BUYER & BORROWER REP
- SELLER REP
- TITLE SEARCH & COMMITMENT
- MUNICIPAL SEARCHES
- THE TITLE INSURANCE POLICY
- MISCELLANEOUS

File Management

- Set Up Physical File Using an Intake Sheet
- Set Up Digital File on your PC
- Save all correspondence to this file for reference

Intake Sheet

- All parties names and contact info
- Contingency dates
- Purchase price/loan amount/closing cost credits
- Basic info about the property

File #: 2019- _____ ☐ SALE ☐ PURCHASE ☐ REFINANCE

Client(s) Name: _____

Current Address: _____

Property Address: _____

POST CLOSING:

☐ Address Client Correspondence to Address above

☐ Address Client Correspondence to: _____

☐ Forwarding Address: _____

Client Phone # (Check Preferred Contact)

☐ Home _____ Client(s) Social Security #: _____

☐ Work _____

☐ Cell _____

☐ Email _____

☐ Work _____

☐ Cell: _____

☐ Email: _____

Purchase Price \$ _____ **Legal Fee \$** _____

Closing Cost Credit \$ _____ **Closing Date** _____, 2019

Mortgage Amount \$ _____ **Mortgage Contingency** _____

Inspection Contingency _____

Other Attorney: _____

Email _____

Phone _____

Fax _____

Paralegal _____

Their Client: _____

ENGAGEMENT LETTER

Emailed: _____ D/S _____

Mailed: _____

Authorization to Rel. _____

Questionnaire _____

Received: _____

Real Estate Agents:

(Theirs) _____ (Ours) _____

Name _____ Name _____

Agency _____ Agency _____

Phone _____ Phone _____

Email _____ Email _____

Agreed upon commission _____ % = \$ _____

Deposit \$ _____ Held by _____

Items to be adjusted at Closing (List names, addresses, and phone# of service providers)

☐ Public Water _____ Well _____

☐ Sewer _____ Septic _____ + _____

☐ Home Heating Oil/Gas/Propane _____

☐ Solar Panels _____ Leased _____ Purchased _____

☐ Private Assn/Condominium Charges _____

☐ Taxes _____ Total Annual Tax \$ _____ Paid Thru _____

☐ Rental Charges _____

☐ Payoff _____ No. _____ Ordered _____ Good Thru _____

☐ Payoff _____ No. _____ Ordered _____ Good Thru _____

☐ Other _____

Mortgage Lender/Broker:

LENDER: _____ **BROKER:** _____

Company _____ Company _____

Phone _____ Phone _____

Email _____ Email _____

Contact _____ Contact _____

Homeowner's Insurance Agent/Company _____

Phone _____ Fax _____

File Management

Be Checklist Happy!

- ✓ Checklist during transaction
- ✓ Closing checklist

PURCHASE CLOSING CHECKLIST

DATE: _____
 BUYERS: _____
 SELLERS: _____
 PROPERTY: _____
 CLOSING LOCATION: _____

CD Approved: Yes No
 Seller Cutting Chks: Yes No
 Wire Proceeds In: Yes No
 Funding Docs Req'd: Yes No

Collect Deposit : From _____ \$ _____

FROM SELLER'S ATTORNEY

REQ'D	REC'D	ITEM
		Deed
		Conveyance Form
		CHECKS
		____ Conveyance \$
		____ Commissioner \$
		____ Other
		Recording Fees
		Owner's Affidavit
		CO/Smoke Affidavit
		Undertaking/Indem Letter
		Payoff Letter
		FIRPTA
		1099
		Seller Authorization
		Probate Docs
		FHA Settlement Certification

TO SELLER'S ATTORNEY

CHECKS		
Payoff \$	to	bank chk/ wire/ trustee
Payoff \$	to	bank chk/ wire/ trustee
Proceeds \$	to	bank chk/ wire/ trustee
CTB \$	to	bank chk/ wire/ trustee
	to	bank chk/ wire/ trustee

Closing Checklist

- ✓ Figure out what you need (docs/\$) before getting to the table
- ✓ Decide who is cutting checks so you are not doing math at the table

SELLER CLOSING CHECKLIST

SELLERS:
BUYERS:
PROPERTY:

FROM BUYER'S ATTORNEY

<u>REQ'D</u>	<u>REC'D</u>	<u>ITEM</u>
		SELLER CLOSING DISCLOSURE

CHECKS

Payoff \$	to	bank chk/ wire/ trustee
Payoff \$	to	bank chk/ wire/ trustee
Proceeds \$	to	bank chk/ wire/ trustee
Seller CTB \$	to	bank chk/ wire/ trustee
	to	bank chk/ wire/ trustee

Collect Deposit -

TO BUYER'S ATTORNEY

<u>REQ'D</u>	<u>DEL'D</u>	<u>ITEM</u>
		Deed
		Owner's Affidavit
		CO/Smoke Affidavit
		Undertaking/Indem Letter
		Payoff Letter
		FIRPTA
		1099
		Conveyance Form

Conveyance \$
Conveyance \$
Wire Fee \$

File Management

Duties/Responsibilities:

Attorney:

- Introduce self to client/parties involved
- Review contract, supplemental documents, and title search
- Manage file using transaction checklist
- Manage client expectations
- Review file before closing

Staff:

- Complete checklist

Buyer & Borrower Representation

Engagement Letters!

Have one for every transaction



Jane Doe
1234 Main St
Town, CT 00000

RE: Sale/Purchase/Refinance of [Property Address]

Dear Jane,

Thank you for selecting _____ (the "Firm") to represent you in connection with the _____Sale/Purchase/Refinance of property located at [Property Address], Connecticut.

This letter is written to acquaint you with the scope of the Firm's representation. As your counsel the Firm will:

1. Negotiate terms with opposing counsel;
2. Order and review the title search;
3. Obtain a title policy for you and your lender;
4. Prepare Borrower's closing documents; review Seller's closing documents;
5. Attend the closing;
6. Provide an accounting of funds; and
7. Record documents and handle post-closing matters.

Should you require any additional services, I will be happy to discuss those services with you.

The Contract!



Review of Contract

- ✓ Diary dates
- ✓ Watch contingencies
- ✓ The importance of names of buyer/seller
- ✓ Adding a 3-day attorney review period
- ✓ CFPB Rider
- ✓ Closing cost credit
- ✓ Additional provisions (solar panels/propane tank/probate approval)

Buyer & Borrower Representation

» *SELLER'S PROPERTY DISCLOSURE FORM*

- C.G.S. §20-327b
- Due upon execution of contract
- \$500.00 credit for failure to provide
- Residential Real Estate
 - 4 dwelling units or fewer
 - PLUS lead paid Abatement if child < 6

Seller's Property Disclosure Form

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



RESIDENTIAL PROPERTY CONDITION DISCLOSURE REPORT

Name of Seller(s):

Property Street Address:

Property Municipality:

Zip Code:

The Uniform Property Condition Disclosure Act (Connecticut General Statutes Section 20-327b) 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 \$500 or the amount set forth in section 20-327c of the Connecticut General Statutes if said section prescribes a different amount, at closing if the seller fails to furnish this report as required by said act.

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 answer the following questions and to disclose herein any knowledge of any problem regarding the following:

YES NO UNKN

I. GENERAL INFORMATION

1. How long have you **occupied** the property? _____ Age of Structure: _____
- ☐ ☐ ☐ 2. Does **anyone other than yourself** have any right to use any part of your property, or does anyone else claim to own any part of your property? If yes, explain: _____

- ☐ ☐ ☐ 3. Is the property in a **flood hazard** area or an inland wetlands area? If yes, explain: _____

- ☐ ☐ ☐ 4. Do you have any reason to believe that the municipality in which the subject property is located may impose any **assessment for** purposes such as **sewer** installation, sewer improvements, **water main** installation, water main improvements, **sidewalks or** other improvements? If yes, explain: _____

- ☐ ☐ ☐ 5. Is the property located in a municipally designated **village district**, municipally designated **historic** district, or **special tax** district, or listed on the National Register of **Historic Places**? If yes, explain: _____

Special statement: Information concerning village districts and historic districts may be obtained from the municipality's village or historic district commission, if applicable.

YES	NO	UNKN	II. SYSTEM/UTILITIES	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.	Heating system problems? If yes, explain and list fuel types. _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a.	Is there an underground fuel tank? If yes, give age of tank and location. _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b.	Are you aware of any problems with the fuel tank? If yes explain: _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c.	(1) During the time you have owned the property, has there ever been an underground storage located on the property? (2) If yes, has it been removed? Yes ____ No ____ (3) If yes, what was the date of such removal and what was the name and address of the person or business who removed such underground storage tank? Provide any and all written documentation of such removal within your control or possession. _____ _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7.	Hot water problems? If yes, explain: _____ Type of hot water heater _____ Age _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.	Plumbing system problems? If yes, explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9.	Sewage system problems? If yes, explain: _____ Type of sewage disposal system (central sewer, septic, cesspool, etc.) _____ a. If private: (a) Name of service company _____ (b) Date last pumped _____ Frequency _____ b. 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 due dates: _____ (4) Are there any unpaid sewer charges? Yes ____ No ____ If yes, state the amount: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10.	Air conditioning problems? If yes, explain: _____ Air Conditioning type: Central _____ Window _____ Other _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11.	Electrical System problems? If yes, explain: _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12.	Are you aware of any problem with the well or domestic water quality, quantity, recovery, and/or pressure? If yes, explain: _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a.	Was well water tested for contaminants/volatile organic compounds? If yes, attach a copy of the report.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b.	Are there any unpaid water charges? If yes, state the amount: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c.	Is there a separate expense for water usage? If yes, state if flat or metered, give the amount and explain: _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13.	Electronic security problems? If yes, explain: _____

- ☐ ☐ ☐ 14. Are there carbon monoxide or smoke detectors located in a dwelling on the property? If yes, state the number of such detectors and whether there have been any problems with such detectors.
- ☐ ☐ ☐ 15. Fire sprinkler system problems? If yes, explain: _____

YES	NO	UNKN	III. BUILDING/STRUCTURE/IMPROVEMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Foundation/slab problems/settling? If yes, explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Basement Water/Seepage/Dampness? If yes, explain amount, frequency and location. _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Sump pump problems? If yes, explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Roof leaks? If yes, explain: _____ Roof type: _____ Age: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Interior walls/ceiling problems? If yes, explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Exterior siding problems? If yes, explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. Floor problems? If yes, explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Chimney/fireplace/wood or coal stove problems? If yes, explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Fire/smoke damage? If yes, explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. Patio/deck problems? If yes, explain: _____ If made of wood, is wood treated or untreated? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Driveway problems? If yes, explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. Termite/insect/rodent/pest infestation problems? If yes, explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. Is house insulated? If yes, type _____ Location _____

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. Building Permits and Certificates of Occupancy

Prospective buyers should consult with the municipal building official in the municipality in which the property is located to confirm that building permits and certificates of occupancy have been issued for work on the property.

VII. Home Inspection

Purchasers should have the property inspected by a licensed home inspector.

VIII. 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.

Date _____	Buyer _____	Buyer _____
	{Signature}	{Type or Print}
Date _____	Buyer _____	Buyer _____
	{Signature}	{Type or Print}

*Questions or Comments? Consumer Problems? Call the Department of Consumer Protection at 1-800-842-2649
www.ct.gov/dcp*

Buyer & Borrower Representation

» ***Calendar Dates***

- ✓ *Inspection Contingency Date (ICD)*
- ✓ *Title & Municipal Search Contingency Dates (T&MSCD)*
- ✓ *Closing Date (CD)*
- ✓ *Is Time of the Essence? (TOE)*

Client Name:		
Property Address:		
Mortgage Contingency Date:		
Closing Date:		
Rate lock date:		
Mortgage Commitment Date:		
Notes:		
<u>Task</u>	<u>Date Completed</u>	<u>Notes</u>
Send Engagement Letter		
Diary Contingency Dates (ICD, MCD, TCD, CD)		
Intro Email to agent		
Order Search		
Search Received		
Confirm Taxes		
Draft prelim CD & send to lender		
Obtain Title Request		
Send title to lender (cc responsible attorney)		
Send title to opposing attorney		
obtain final water/sewer bill		/
Transfer water		
Confirm Oil/propane		
Confirm Commissions		
Obtain resale cert if applicable		
Obtain homeowners ins info		
Clear to close obtained		
Schedule Closing		
notify client/agent/lender/opposing attorney		
Review sale documents		
Finalize CD and balance w/ opposing attorney/lender		
New Haven closing: confirm cash to balance		
New haven: confirm which checks being cut		
Send client final figures		
Insert KM folder into file		
Complete closing checklist and add to file		
Cut checks and scan to dropbox		
Post closing: mail out title policies		
Post closing: wire out or send checks accordingly		

Buyer Representation

- ✓ Order search
 - ✓ Foreclosure
 - ✓ Probate
 - ✓ Municipal
- ✓ Prepare CPL
- ✓ Obtain title request
- ✓ Prepare Prelim CD
- ✓ Review title search, send to lender
& seller's counsel

Buyer & Borrower Representation

» ***Lender's Mortgage Commitment***

- ✓ Review commitment
 - ✓ Is an extension needed?
 - ✓ Credit checks, VOE are ok
 - ✓ Subject to appraisal, tax returns, gift letters etc.
- ✓ When do the rate and commitment expire?

Buyer & Borrower Representation

Addendum to Purchase and Sale Agreement
EXTENSION FOR PERFORMANCE / EXTENSION OF CONTINGENCY

In reference to the Agreement of Sale between _____, the Seller(s),
and _____, the Buyer(s), dated _____, covering the real
property commonly known as _____, the undersigned
Sellers and Buyers hereby agree to the following:

1. **Extension of DEPOSIT DATE** from _____ to _____
(date) (date)
2. **Extension of INSPECTION DATES**
Home Inspection from _____ to _____
(date) (date)
Termite Inspection from _____ to _____
(date) (date)
Radon Inspection from _____ to _____
(date) (date)
Lead Paint Inspection from _____ to _____
(date) (date)
Septic System Inspection from _____ to _____
(date) (date)
Water Quality Inspection from _____ to _____
(date) (date)
Other: _____ from _____ to _____
(date) (date)
3. **Extension of MORTGAGE CONTINGENCY**
To extend the time for Mortgage Contingency of said Agreement to and including date of
_____, 20____. All other terms and conditions of said Agreement remain the same.
4. **Extension of CLOSING DATE**
To extend the time of closing of said Agreement to and including date of _____, 20____. All
other terms and conditions of said Agreement remain the same.

The herein Agreement, upon its execution by both parties, is herewith made an integral part of aforementioned Agreement
of Sale.

Seller _____	Date _____	Buyer _____	Date _____
Seller _____	Date _____	Buyer _____	Date _____

» *Extension Request*

- Is there TOE?
- Must send timely request
- Document when request was sent

Buyer & Borrower Representation

» ***Clear to Close***

- Finalize cd and balance
 - Get seller figures (taxes/oil/water/commissions)
- Schedule the closing
 - Notify all parties
- Confirm who is cutting checks and for how much
- Use a closing checklist

PURCHASE CLOSING CHECKLIST

DATE:

BUYERS:

SELLERS

PROPERTY:

CLOSING LOCATION:

CD Approved: Yes No

Seller Cutting Chks: Yes No

Wire Proceeds In: Yes No

Funding Docs Req'd: Yes No

Collect Deposit : From _____ \$ _____

FROM SELLER'S ATTORNEY

<u>REQ'D</u>	<u>REC'D</u>	<u>ITEM</u>
		Deed
		Conveyance Form
		CHECKS
		____ Conveyance \$
		____ Commissioner \$
		____ Other
		Recording Fees
		Owner's Affidavit
		CO/Smoke Affidavit
		Undertaking/Indem Letter
		Payoff Letter
		FIRPTA
		1099
		Seller Authorization
		Probate Docs
		FHA Settlement Certification

TO SELLER'S ATTORNEY

<u>CHECKS</u>		
Payoff \$	to	bank chk/ wire/ trustee
Payoff \$	to	bank chk/ wire/ trustee
Proceeds \$	to	bank chk/ wire/ trustee
CTB \$	to	bank chk/ wire/ trustee
	to	bank chk/ wire/ trustee



Let's talk about:

The Seller's Duties

Seller Representation

- ✓ Seller Intake Sheet
- ✓ Seller Engagement Letter
- ✓ Contract Review
- ✓ Calendar Dates
- ✓ Seller repairs to be done
- ✓ Notice of Unsatisfactory Inspection
- ✓ Obtain receipts/permits

Seller Representation

- Clearing Title
 - Use of statutory affidavits if needed
 - Obtaining LOI'S if needed
- Order Payoffs
 - Leave some room in the payoff

Seller Representation

» ***Adjustments:***

- Taxes
- Tax districts
- Water/Sewer
- Oil/Propane
- Common Charges & Special Assessments
- Security Deposits/Rent

Seller Representation

Sale Documents

- ✓ Deed
 - Types of deeds
 - covenants
- ✓ Conveyance Tax form
 - State
 - Local
- ✓ FIRPTA Affidavit
- ✓ Smoke & CO Detector Affidavit
- ✓ Title (Owner's) Affidavit
- ✓ 1099
- ✓ Undertaking & Indemnity
- ✓ Copy of payoff/payoff letter
- ✓ Releases
- ✓ Authorization/POA

Closing Checklist

SELLER CLOSING CHECKLIST			
SELLERS:			
BUYERS:			
PROPERTY:			
FROM BUYER'S ATTORNEY			
<u>REQ'D</u>	<u>REC'D</u>	<u>ITEM</u>	
		SELLER CLOSING DISCLOSURE	
		<u>CHECKS</u>	
		Payoff \$	to bank chk/ wire/ trustee
		Payoff \$	to bank chk/ wire/ trustee
		Proceeds \$	to bank chk/ wire/ trustee
		Seller CTB \$	to bank chk/ wire/ trustee
			to bank chk/ wire/ trustee
		Collect Deposit -	
TO BUYER'S ATTORNEY			
<u>REQ'D</u>	<u>DEL'D</u>	<u>ITEM</u>	
		Deed	
		Owner's Affidavit	
		CO/Smoke Affidavit	
		Undertaking/Indem Letter	
		Payoff Letter	
		FIRPTA	
		1099	
		Conveyance Form	
		Conveyance \$	
		Conveyance \$	
		Wire Fee \$	

I got 99 problems....

- Walk through issues
- Closing cost credit issues
- Inaccurate figures (commission/conveyance)
- Schedule A inaccuracies
- Missing documents in the loan package
 - Read your closing instructions!
- Seller documents
- Keys/garage door openers

The Title Search

- **Purpose:** to confirm the status of title beginning with ownership of the premises and to report all open financing, liens, easements agreements or other encumbrances as they affect the property.
- In the course of the title search, defects in the title are identified so that, to the extent possible, they can be eliminated.
- Easements, covenants and restrictions affecting the use and enjoyment of the property can all be revealed by the title search.
- **General Types of Searches:**
 1. Full Title Search
 2. Current Owner Title Search
 3. Probate Court Review
 4. Foreclosure Case Review

The Title Search

» **Full Title Search**

- A 40-year title search commencing with the statutory root of title – a search which must contain an unbroken chain of title for a period of at least forty years.
- *The Connecticut Marketable Record Title Act (MRTA) – C.G.S. §47-33b – §47-33l*
 - An unbroken 40-year chain of successive transfers of a parcel of land is sufficient to establish a root of title.
 - Statutory root can usually be any type of deed as long as it purports to convey a full interest.
 - C.G.S. §47-33c: “[a]ny person having the legal capacity to own land in this state, who has an unbroken chain of title to any interest in land for forty years or more, shall be deemed to have a marketable record title to that interest,” subject only to the statutory exceptions... In order to have an “unbroken chain of title,” a person's title must rely on a “title transaction,” or series of title transactions, going back at least 40 years, with “nothing appearing of record ... purporting to divest the claimant of the purported interest.”

The Title Search

» ***Full Title Search***

- A full title search should list the unbroken chain of title: the owner, the volume and page, the date of the instrument, the type of instrument and the recording date.
- A full title search should also contain:
 - Copies of all easements, restrictions, covenants, agreements and declarations referred to in the deeds of record within the chain of title;
 - Copy of the survey referred to in the warranty deed or otherwise on file;
 - Copy of the deed of conveyance into the current owner;
 - Copy of the first page and signature page of all effective and/or unreleased mortgages;
 - Copies of any liens, violations and affidavits of record within the chain of title;
 - Tax Assessor's property field card;
 - Copy of the current tax bill and any information available regarding sewer and water use taxes and assessments, or any other additional taxes or assessments such as fire and special taxing districts taxes.

The Title Search

» ***Current Owner Title Search***

- A title search commencing with the most recent bona fide conveyance for consideration.
- Title is examined from the date of acquisition by the current owner. An acceptable starting point would be a warranty deed, executor/administrator/trustee's deed. A quit claim deed, certificate of foreclosure, death notice or certificate of devise are generally not acceptable.
- A current owner search may be used only for preparation of a mortgagee title insurance policy in a residential refinance where the new mortgagee is an institutional lender. A current owner search cannot be relied upon for preparation of an owner title insurance policy.

The Title Search

» ***Probate Court Review***

- Probate Court review is necessary when the title search discloses a property owner in the chain of title died or was conserved during their period of ownership of the property, or there is actual notice of the death of the current owner of the property.
- When a land owner dies owning real estate there is an obligation to examine the probate file where the property is located to be sure action was taken to properly administer the estate.
- The appointment of fiduciary, the filing of a will, filing of inventory, release of estate tax lien and probate fee liens, any applications to sell the real property and orders granted and any claims filed against the estate would be items of interest to examine.

The Title Search

» *Foreclosure Case Review*

- When a property was foreclosed either by strict foreclosure or foreclosure by sale, the foreclosure file in Superior Court should be examined to confirm that all defendants found in the title search were made parties to the foreclosure action, were properly served and defaulted, and that title vested as found on the land records.
- The majority of foreclosure usually involve a mortgage, a condominium association, lien or municipal real estate taxes being foreclosed, however judgment liens and mechanics liens can be foreclosed in the same manner.
- The first indication of a foreclosure action will be the recording of a lis pendens on the land records. Lis pendens under CGS §52-325 is simply a notice of pending litigation. It serves as notice to the public that the property owner's interest is subject to the outcome of an active lawsuit.
- There are three types of foreclosure judgments in Connecticut. For our purposes, we are only going to address two of them very generally:

The Title Search

» ***Strict Foreclosure***

- A judgment of strict foreclosure is obtained by the court deciding the case in favor of the foreclosing party.
- CT is a “title theory” state: A mortgage transfers title to a property to the mortgagee, who holds it until the mortgage has been paid off, at which time title passes to the mortgagor.
- At the time of judgment, the plaintiff’s title is subject to the right of the owner/defendant to “redeem” and pay off the indebtedness owed to the plaintiff.
- The Court sets a law day on which the owner will either have to pay the debt or lose his/her title to the property. The Court also sets subsequent law days for any subsequent encumbrancers (defendants) in the inverse order of priority.
- Title to the property either vests absolutely in the party who pays the amount owed under the judgment, subject only to those unpaid interests having priority over the redeeming party, as evidenced by a satisfaction of judgement; or in the foreclosing party if there is no satisfaction of judgment upon the passing of the final law day ordered by the Court.
- The passage of title is then evidenced on the land records by the recording of a certificate of foreclosure stating the interest foreclosed and bearing the signature of the plaintiff.

The Title Search

» ***Foreclosure by Sale***

- The Court enters judgment in favor of the foreclosing plaintiff and sets the terms under which the property is to be sold free and clear of the interest being foreclosed, as well as all subsequent encumbrances.
- The judgment will state the assignment of a sale date and an appointment of an independent committee to conduct the sale.
- The property is then sold at auction and, if the owner fails to redeem the property before the court approves the sale, the owner is foreclosed out.
- A committee deed is prepared and signed by the appointed committee as well as the ordering judge, and is recorded on the land records to properly transfer title into the new owner of the property.

The Title Search

» *Mortgage Liens and Other Encumbrances*

- Liens, mortgages, and other encumbrances affecting the property do not automatically become extinguished when one party conveys to another party. Releases must be filed for all mortgages and liens from prior owners.
- In many cases, mortgages and liens will expire or become extinguished with the passage of time. Mechanics liens, attachments, judgment liens, federal tax liens, UCC financing statements, municipal liens, and mortgages have expiration periods defined by statute.
- The Connecticut General Statutes and Standards of Title provide guidance for the recording of documents and affidavits at times necessary to extinguish a particular instrument.
- Many items are simply extinguished over time by operation of law without further action required.

The Title Search

» *Easements*

- Easement: an interest in land in the possession of another which...
 - entitles the owner of such interest to a limited use or enjoyment of the land in which the interest exists;
 - entitles him to protection as against third persons from interference in such use or enjoyment;
 - is not subject to the will of the possessor of the land;
 - is not a normal incident of the possession of any land possessed by the owner of the interest; and
 - is capable of creation by conveyance.¹
- Easements are typically permanent and run with the land, which means that subsequent owners may be able to enforce them or be burdened by them, but may also expire by their own terms. The recorded instrument should be reviewed to determine its effective period.
- Easements and restrictions in effect can only be extinguished by a release signed by all parties of interest and recorded on the land records.
- Examples: rights of way for shared driveways; rights to use a path to a public beach, easements for gas lines, telephone lines, power lines, etc.

¹Restatement of Property (1936)

The Title Search

» ***Covenants and Restrictions***

- Real Covenant – a formal agreement or promise that passes with land from owner to owner so that the land cannot be conveyed to a new owner without the covenant.
- Real covenants are classified as either affirmative, a promise to do something (e.g. build and maintain a fence) or negative, a promise to not do something (e.g. not use the land for commercial activity).
- Real covenants and restrictions are typically permanent and run with the land, which means that subsequent owners may be able to enforce them or be burdened by them, but may also expire by their own terms. The recorded instrument should be reviewed to determine its effective period.
- Covenants and restrictions will expire if granted for a temporary period of time. The recorded instrument should be reviewed to determine its effective period.
- Covenants and restrictions in effect can only be extinguished by a release signed by all parties of interest and recorded on the land records.

The Title Search

» *Covenants and Restrictions*

- The use and enjoyment can be severely affected or limited by deed restrictions.
 - Buyers can unwittingly violate a covenant causing them to incur unnecessary expense to remedy the violation.
 - Will any covenant interfere with the client's prospective use of the property?
 - Buyer may intend and wish to use the property in a manner prohibited by the covenants although the intended uses may be generally accepted and within the limits of state and local regulations.
 - Example: no above-ground pools; obligation to pay association dues for private road or shared driveway maintenance and snow removal.

Title Commitment

» ***Commitment***

- Title insurance document issued prior to closing
- Commits the title insurance company to insure
- Valid until first to occur:
- 6 months from effective date
- Policy issuance

Title Commitment

» *Anatomy of a Commitment*

- Schedule A (Description of Transaction)
- Exhibit A (Legal Description)
- excluding any references to acreage or area
- Schedule B, Section 1 (Requirements)
- Schedule B, Section 2 (Exceptions)

Title Commitment

» *Schedule A*

- Item 1: Effective Date – this is the date to which the title has been examined
- Item 2: Proposed Insured, Proposed Amount of Insurance & Type of Policy (ALTA and Eagle)
- Item 3: Current Owner(s) as of the date of the Commitment
- Item 4: Property Address

Title Commitment

» *Schedule B-1: Requirements*

- List all items that will be required prior to the issuance of the final policy...
 - Pre-printed item (a)
 - Proceeds of proposed sale or mortgage must be delivered to the sellers or borrowers
 - Pre-printed item (b)
 - Proper documents creating the estate or interest to be insured be executed and recorded, such as:
 - i. *Deed from Roger C. Smith Trustee to Robert Buyer and Bette Buyer to be recorded.*
 - ii. *Fully executed Mortgage from Robert Buyer and Bette Buyer to Really Big Bank in the amount of \$360,000.00 to be recorded.*

Title Commitment

» ***Schedule B-1: Requirements***

- Discharges/partial releases of outstanding mortgages/liens.
- Documentation that will correct a cloud on title
 - Affidavit
 - Confirmatory deeds
 - Votes
 - Death certificates, etc.

Title Commitment

» **Schedule B-1: General Requirements**

- To cover matters in all transactions
 - *Payment of all real estate taxes, water and sewer use charges, assessments, and any other matters with interest thereon.*
 - *Receipt of properly executed Title Insurance Affidavit (Mechanic's Lien/Parties in Possession Affidavit) in order to delete exceptions 1 and 3 of Schedule B.*
 - *The Company reserves the right to raise any such additional exceptions and/or requirements as it deems necessary upon receipt of the details of the transactions and its review of the closing documents.*

Title Commitment

» *Schedule B-2: Exceptions*

- Matters which encumber title/property as of the date of the commitment such as:
 - Easements
 - Restrictions
 - Covenants
 - Street Takings
 - Rights of others



Title Commitment

» ***Schedule B-2: Exceptions***

- Standard Exceptions 1, 2 & 3
 - Same as in an ALTA policy
- Standard Exception 4
 - Exception for defects, liens, encumbrances, adverse claims or other matters created and/or recorded after effective date of the Commitment.
- Standard Exception 5
 - Review of proposed documents
- Standard Exception 6
 - Real estate taxes/municipal charges

Title Commitment

» *Schedule B-2: Exceptions*

- Specific encumbrances
 - As of Commitment Date
 - Statement that they will be included in the proposed policies as Schedule B, Part 1 Exceptions unless properly eliminated
 - List all exceptions that will be listed in the final Policy to be issued
- Items that constitute a cloud on title and must be cleared as per Schedule B, Section 1 may also appear on Schedule B, Section 2

The Title Insurance Policy

» ***Loan (Mortgagee) Policy:***

- Lender insured
- Coverage is usually in the amount of the mortgage
- Terminates when loan paid off

» ***Owner Policy:***

- Buyer/Borrower insured
- Purchase price or appraisal amount

The Title Insurance Policy

The Standard Owner Policy provides basic coverage for those who want to protect their interest in the property they purchase.

The Owner's policy protects owners from defects and liens in the history of the title through the date and time the deed is recorded in the public records. The standard owner's title insurance policy coverage includes the following:

- **Third Party Claim Coverage** – ensures you are the true, legally recognized owner of the property.
- **Defect, Lien & Encumbrance Coverage** – coverage against defects, liens, or encumbrances other than those that have been identified and listed in the title insurance policy.
- **Marketability of Title** – ensures you can sell your home to another buyer without being rejected because of a defect in the title you were unaware of when you purchased the policy.
- **Legal Access** – you have a legal right to access your property from a public street or a privately-owned point of access.
- **Public Violations** – coverage against a previously recorded violation of any public regulation, unless the notice of violation or enforcement is identified in the title insurance policy.

The standard owner policy provides coverage not just for insured's period of ownership, but for as long as the insured might be liable to any future owner. If a new owner makes a legal claim against the insured within the coverage of the title insurance policy, coverage remains in effect for the same protections listed above.

The Title Insurance Policy

The Expanded Owner's Policy takes protection to a higher level by providing coverage for many additional risks – including some that might occur after the deed has been recorded.

The Homeowner's policy protects against many common problems and protects the insured's investment for as long as they or their heirs own the property. Additional coverage in the expanded owner's policy include:

- **Building Permit Violation Coverage** – coverage for the forced removal of an existing structure (excluding boundary walls and fences) built by a previous owner who failed to obtain the necessary permits.
- **Subdivision Coverage** – coverage for the inability to close a sale, secure a loan or obtain a building permit because the land was improperly subdivided prior to purchase.
- **Address Coverage** – ensures that the home has the same address as the property insured in the policy.
- **Restrictive Covenant Violations Coverage** – coverage against the enforcement an existing restrictive covenant due to a violation that occurred before the policy date.
- **Zoning Coverage** – coverage against zoning violations requiring the forced removal or remedy to a structure located on the property.
- **Post-policy Coverage** – protects against possible post-policy ownership claims as a result of forgery or encroachment.
- **Enhanced Access Coverage** – covers actual pedestrian and vehicular access to the property.
- **Encroachment Coverage** – protects against someone building a structure (excluding boundary walls and fences) that encroaches on the insured property.
- **Supplemental Taxes** – protects against supplemental taxes for prior construction, change of use or ownership.
- **Coverage for Structure Damage From Extraction of Minerals, Water and Other Substances** – protects all existing structures and landscaping on property, including future replacements, against damage caused by others using the land for extraction and development of minerals, water and other substances.
- **Automatic Coverage Increases** – each of the first five years, the policy amount will automatically increase by 10% in value, up to a total of 150%.
- **Trust Coverage** – extends policy protection to include a trust that you create.

The Title Insurance Policy

ALTA v. Eagle (Standard v. Expanded)

- » ***ALTA – Standard Coverage***
- » ***Eagle – Enhanced Coverage***
 - Cannot be used for:
 - Construction
 - Raw Land
 - Commercial/Investment
 - LLC (with Endorsement)



The Title Insurance Policy

» *The Anatomy of a Title Insurance Policy*

- Schedule A
 - Description of the Transaction
- Exhibit A
 - Legal Description
 - Excluding any references to acreage or area
- Schedule B, Section 1
 - Exceptions
- Schedule B, Section 2
 - Subordinate Exceptions

The Title Insurance Policy

» ***Schedule A***

- Policy Number:
 - Every policy is assigned a specific number that is taken from the policy jacket.
- Date and Time of Policy:
 - Owner's Policy – Date and time of recording of Deed;
 - Loan Policy – Date and time of recording of Mortgage
- Amount of Insurance:
 - Owner's Policy – Purchase price or appraised value;
 - Loan Policy – Mortgage amount

The Title Insurance Policy

» *Schedule A*

- Item 1 – Name of Insured:
 - Owner's Policy – Borrower;
 - Loan Policy – Lender
- Item 2 – The Estate or interest referred to at Date of Policy:
 - Loan Policy – Borrower
- Item 3 – The Estate or interest is:
- Item 4 – Mortgage and Assignment description
- Item 5 – Property description

The Title Insurance Policy

» ***Schedule B-1 Exceptions***

- Standard Exception 1 (ALTA Policy)
 - Parties in possession
- Standard Exception 2 (ALTA Policy)
 - Boundary line issues
- Standard Exception 3 (ALTA Policy)
 - Mechanics liens
- Standard Exception 4 (ALTA Policy)
 - The insured mortgage (for Owner's Policies)

The Title Insurance Policy

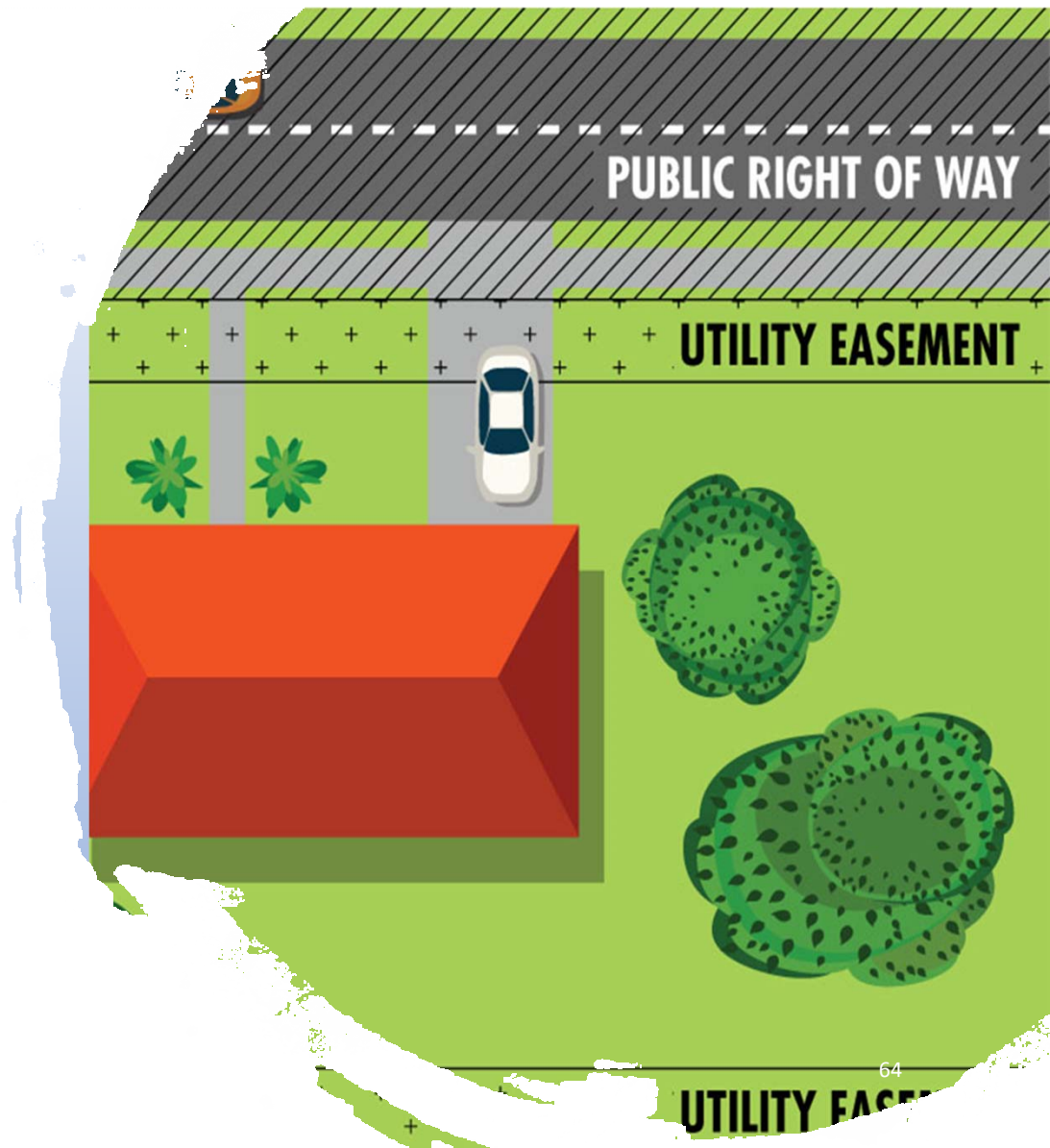
» ***Schedule B-1 Exceptions***

- Standard Exception 5 (ALTA Policy)
 - Real estate taxes and municipal charges
- Standard Exception 6 (ALTA Policy)
 - Condos
- List all matters that encumber the title
 - The Policy should have the same exceptions as the Commitment.
 - If any matters arise subsequent to the Commitment, you should add them here.

The Title Insurance Policy

» *Schedule B-I Exceptions*

- Specific matters which encumber title/property:
 - Easements
 - Restrictions
 - Covenants
 - Street Taking
 - Rights of others
 - Encroachments



The Title Insurance Policy

» ***Schedule B-I Exceptions - Deleting Exceptions***

- Lenders want Standard Exceptions 1, 2 & 3 deleted from the ALTA Policy Loan Policy.
- Standard Exceptions 1 and 3 can be deleted when a Title Insurance Affidavit (Mechanic's Lien/Parties in Possession Affidavit) is signed at the closing.
- Standard Exception 2 can be deleted from a Loan Policy without any additional documentation.

The Title Insurance Policy

» ***Schedule B-II***

- All subordinate matters to Insured Mortgage:
 - Second Mortgages
 - Home Equity Lines of Credit
 - Subordinated Mortgages
 - UCC Financing Statements

The Title Insurance Policy

» *Most Common Mistakes*

- ✓ Missing ISAOA/ATIMA
- ✓ Wrong Forms
- ✓ Missing Names
- ✓ Incorrect Lender Name
- ✓ Forgot to check endorsements and delete 1, 2 & 3
- ✓ Exhibit A contains square footage and exact % interest



The Title Insurance Policy

» *Endorsements*

- Loan Policy Only
- FATIC – Secondary Mortgage Market Endorsement
- ALTA 8.1 Environmental Protection Lien Endorsement
- Other Endorsements are transaction specific
- Even though the lenders require 8.1 and FATIC secondary, checking off the boxes is usually enough and it is not necessary to send the actual paper endorsement

MISCELLANEOUS

**Online Indices/E-recordings/E-Rec
Addressing prior, unreleased mortgages**

FIRPTA

Patriot Act

1099s

Decedent's Estates/Life Uses

Powers of Attorney

CO Detectors

Validating Act

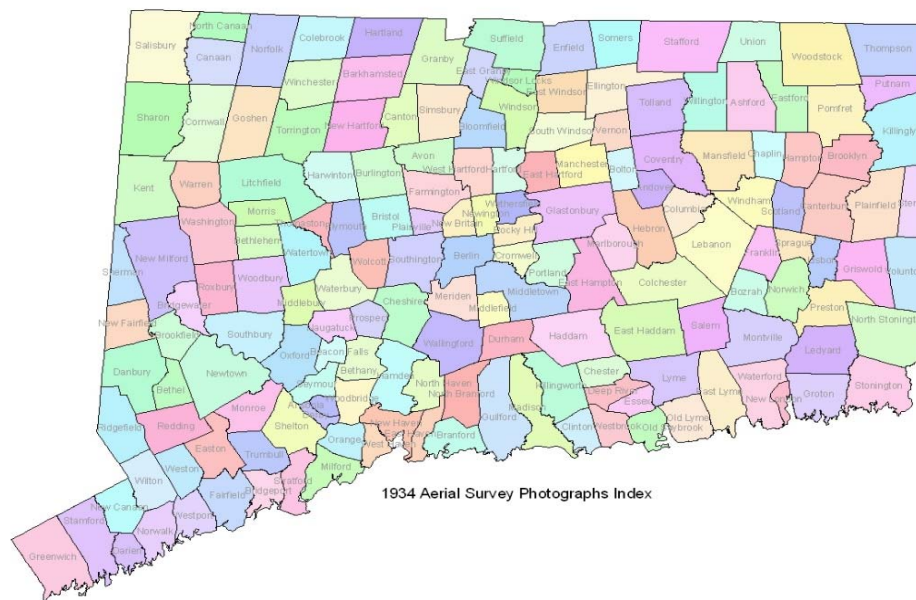
Family Matters

Bankruptcy

Solar Panels

Growth, Use & Sale of Marijuana in Connecticut

ONLINE TOWN CLERK INDICES



ONLINE LAND RECORDS

AS OF LATE, 2018

NO ONLINE LAND RECORDS	24
INDEX ONLY (NO IMAGES)	16 (FREE)
FREE INDEX (FEE FOR IMAGES)	141

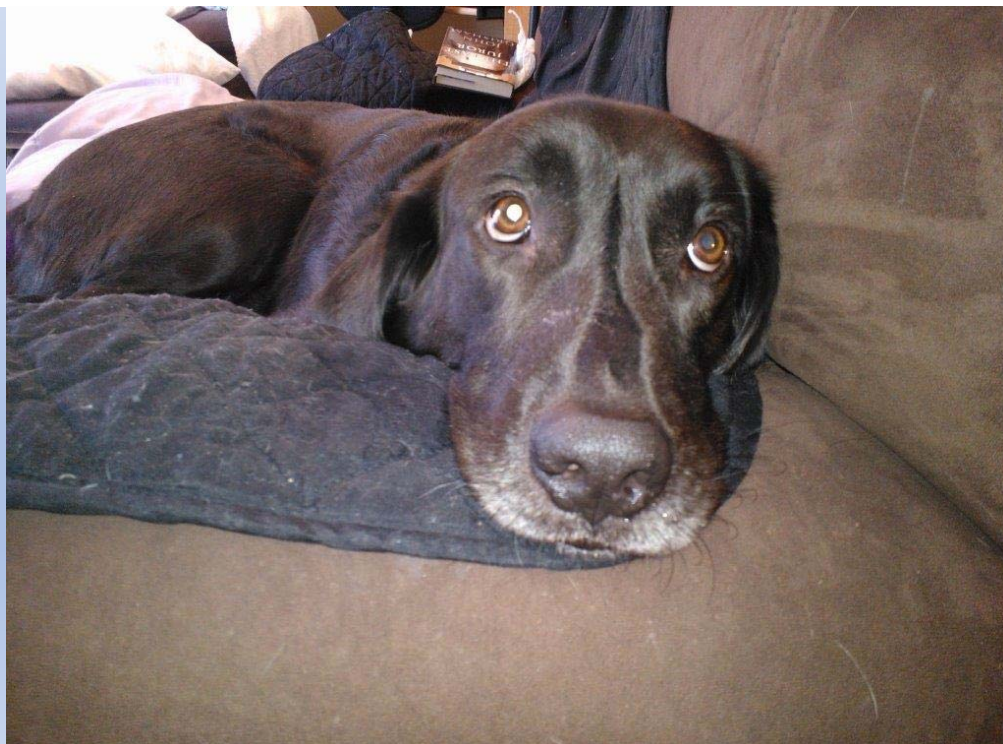
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The Demise of the Portal!

Before Searching Please Read The RECORDhub Section Below To Learn Which Towns Have Moved To RECORDhub. While Some Towns Have Their Dog Search Still On The Connecticut Town Clerks Portal, Their Land Records Have Been Moved.


Welcome to the
Connecticut Town Clerks Portal



E-RECORDINGS




Hey Simplifile users, [log in here.](#)

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[SERVICES](#) [E-RECORDING](#) [COLLABORATION](#) [POST CLOSING](#)

[SENDERS](#) [RECEIVERS](#) [E-RECORDING NETWORK](#) [WHAT IS E-RECORDING?](#)



We have your e-recording solution.

Simplifile leads the nation with the largest e-recording network. For over a decade, we've focused our efforts on providing simply the best electronic recording service tailored to our customers' needs. Having securely e-recorded millions of land records and documents to date, we can show you how easy it is to Simplifile and equip you with everything you need to get started.


HOW WILL YOU E-RECORD THROUGH SIMPLIFILE?

I send documents.

Whether you are a title company, bank, attorney, lien filer, or another type of document submitter, all you need to start e-recording with Simplifile is a Windows PC, high-speed Internet access, and a scanner.

I receive documents.

If you're a county clerk or recorder looking to receive documents from your customers electronically, regardless of county size, Simplifile can integrate into your current land records management system at no cost.

 [Leave a Message](#)

GAP COVERAGE IN ALTA POLICIES

Date of Commitment to Date and time of Recording

ALTA LOAN JACKET (Post 2006)

Covered Risks

14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records **subsequent to Date of Policy & prior to the recording** of the Insured Mortgage in the Public Records.

GREAT NEWS

OP-236 IS NOW FILLABLE ONLINE!


Fillable Return Link:

<http://www.ct.gov/drs/cwp/view.asp?a=1509&q=450816>





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Scott D. Jackson
Commissioner



[Commissioner's Welcome](#)

 **CT FRESH START**
HURRY, PROGRAM ENDS SOON!



Electronic filings of OP-236s

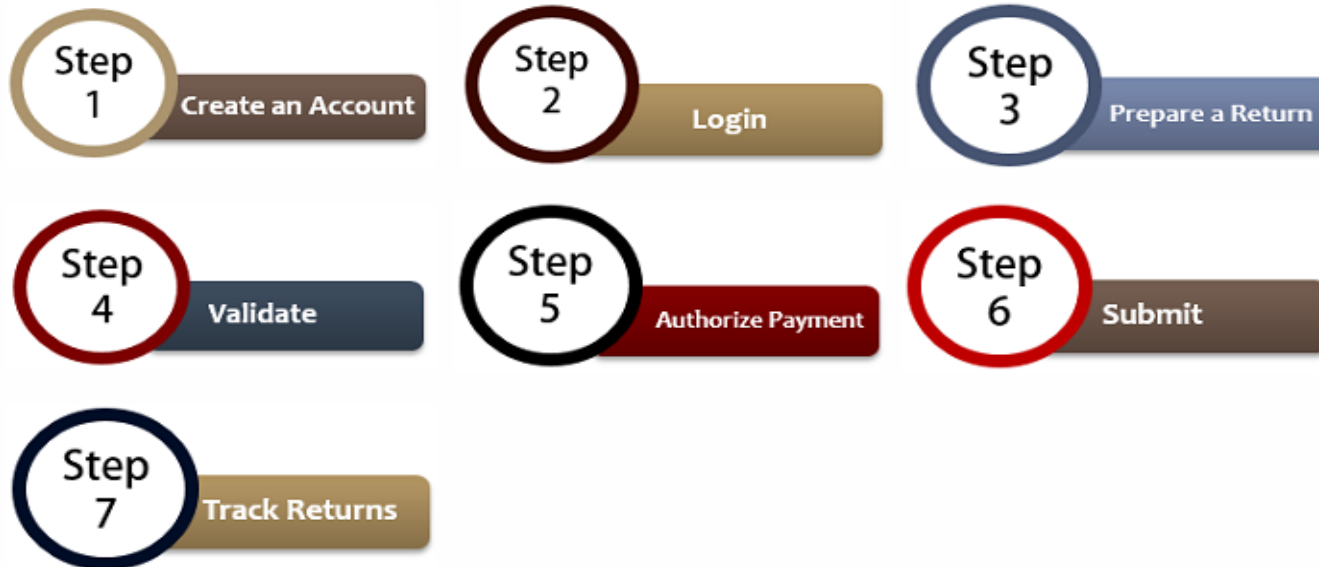
- As of 10/25/2018

- **52 Towns registered:**

Ashford, Barkhamsted, Berlin, Branford, Bristol, Brooklyn, Chaplin, Cheshire, Colebrook, Cornwall, Deep River, Derby, Durham, East Hampton, Easton, Enfield, Farmington, Franklin, Goshen, Greenwich, Griswold, Kent, Killingly, Lebanon, Manchester, Mansfield, Marlborough, Meriden, Middlebury, Milford, Montville, Newington, New Britain, New Hartford, Plainfield, Portland, Prospect, Rocky Hill, Salisbury, Scotland, Seymour, Sharon, Somers, Thompson, Warren, Waterbury, Watertown, West Hartford, Westport, Winchester, Windham and Windsor.

STEPS:

Connecticut e-Rec Process for Submitters



IF NO RELEASE AT CLOSING...

**GET UNDERTAKING & INDEMNITY
FROM SELLER'S ATTORNEY**

UNRELEASED PRIOR MORTGAGES

Possibility of:

Statutory Affidavit

Standards of Title

Other Statutory Affidavits

Letter of Indemnity to other title companies

Procuring Release

Consider Release Tracking

****Call your underwriter****

Affidavits



STATUTORY v. STANDARDS OF TITLE AFFIDAVITS

STATUTORY AFFIDAVITS:

- C.G.S. § 49-9a – Missing Assignment
- C.G.S. § 49-8a – Proof of Payoff
- C.G.S. § 49-13a – 40 years/20 years

STANDARDS OF TITLE AFFIDAVITS:

- Standard 18.7A - > 5 years, proof of payoff, mortgagor
- Standard 18.7B - > 10 years, 6 years after paid in full + 6 years occupancy, mortgagor
- Standard 18.7C - > 20 years, 6 years after paid in full + 6 yrs occupancy, not mortgagor

FIRPTA



What is FIRPTA?

FIRPTA

- FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980
- TAX IMPOSING income tax on foreign persons disposing of United States real property interests.
- Tax is imposed on the amount of **gain** seller recognized.
- What responsibilities do **Buyer** and **Seller's** counsel have to comply?

FIRPTA

PURCHASERS of real property interests are required to **withhold tax (10% - 15%)** of sales price.

GET THE AFFIDAVIT!

**NON-FOREIGN CERTIFICATION
INDIVIDUAL
ENTITY**

**FOREIGN CITIZEN AFFIDAVIT
STATUTORY EXCEPTIONS**

HOW MUCH TO WITHHOLD?

WITHHOLDING PERCENTAGE OF GROSS SALES PRICE			
Intended to Use as a Residence?	Sales Price Is \$300,000 or Less	Sales Price Is Greater Than \$300,000 and Not Over \$1,000,000	Sales Price Is Over \$1,000,000
Yes	Exempt	10% Withholding	15% Withholding
No	15% Withholding	15% Withholding	15% Withholding

FIRPTA W/HOLDING EXCEPTIONS

Withholding is **not** required if:

- By a purchaser for use as a residence for a < **\$300,000**, OR
- Where the purchaser receives a statement from the seller that the seller is a not a foreign person (**FIRPTA AFFIDAVIT**)
- You receive a **withholding certificate** from the IRS excusing withholding.
- **The amount the transferor realizes on the transfer of a U.S. real property interest is zero.**
- The property is acquired by the **United States**

PATRIOT ACT



PATRIOT ACT NAME SEARCH

- **OFAC** (Office of Foreign Assets Control)

What is it?

- Executive Order (13224) signed by Bush
- Federal Law (Pub. L. No. 107-56, 115 Stat. 272 (2001)).

When was it enacted?

- 10/26/01

PATRIOT ACT NAME SEARCH

Who is obligated to conduct a Patriot's Act name search?

Financial institutions

Attorneys representing financial institutions

Transactional attorney – attorney conducting a closing.

What do you do if a name pops up on the list?

- Call the Treasury Hotline

1099



1099

- **What is it?**
- IRS form for **reporting the proceeds** from real estate sales.
- **When must it be used?**
 - Sale of improved or unimproved Land
 - Residential, commercial or industrial building
 - Stock in a cooperative housing corporation

1099

Who prepares it?

- Settlement Agent
- Borrower's Attorney
- Seller's Attorney
- Mortgage lender
- Broker

Where does it get filed?

- IRS

When must it be filed?

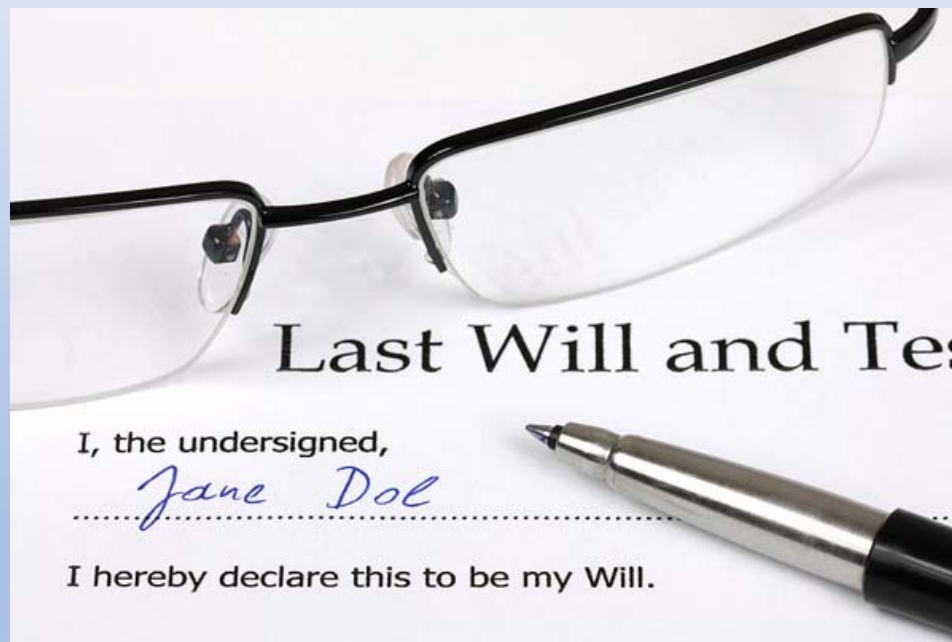
- February 28th

1099 EXCEPTIONS/EXEMPTIONS

- Sale of principal residence for \$250,000 (single person) or \$500,000 (married couple)
- Use Certification Form for non-filing
- Burial plot or vault
- Transaction for < \$600.00 (de minimus transfer)
- Gifts
- Foreclosure, transfer in lieu of foreclosure
- Unaffixed, manufactured structure (mobile home)
- Volume transferors - > 25 transfers to > 25 transferees
- Crops or natural resources

- ESTATES ARE NOT EXEMPT
- 1031 exchanges are NOT exempt
- Easements for > 30 years NOT exempt
- Corporations are exempt

Probate Issues



PROBATE ISSUES

TESTATE ESTATES

Dying with a VALID Will

Check Will for:

Executor's Powers

Fiduciary's Powers Act

(CGS § 45a-233 & Sec. 45a-234)



SPECIFIC DEVISEES

CGS §45a-428

Get release, consent or authorization from specific devisees

PROBATE ISSUES

INTESTATE ESTATES

MUST OBTAIN PROBATE COURT APPROVAL TO MORTGAGE OR SELL
+ 30 day appeals period after decree!



EXCEPTIONS TO RELEASES OF ESTATE TAX

- No need to obtain Release of Lien if decedent is dead > 25 years.
- Standards of Title 23.1:

B. Where more than twenty-five years have passed since the devolution of title upon death, the mere possibility of a succession tax lien shall not render that title unmarketable, even though neither the land records nor the probate records, if any, evidence determination or payment of a succession tax.



Release of Estate Tax

- Combined Release:
 - Estate Tax
 - Statutory Probate Court Fee Release
 - For decedents dying after 1/1/15

LIFE USES

LIFE USE DEEDS

Whose “Measuring Life”

LU ENDS ON **DEATH** BUT:

A. RESERVED LU

Must obtain Tax Clearance upon death

B. GRANTED LU

No Tax Clearance required on death



POWERS OF ATTORNEY



NEW POA RULES – 10/1/16

NEW LAW

CGS §1-350 *et seq.*

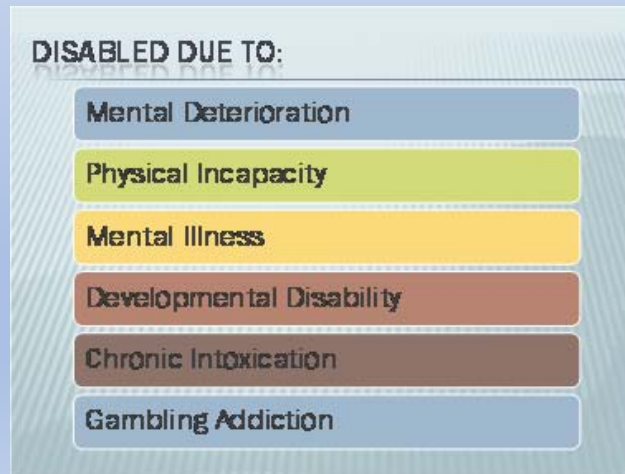
REPEALED

CGS §45a-175 *et seq.*

POAs - DURABILITY

DEFAULT: SURVIVAL OF AUTHORITY UPON *DISABILITY/INCOMPETENCE* OF PRINCIPAL

This power of attorney **SHALL NOT** be affected by the subsequent disability or incompetence of the principal.



PASSAGE OF TIME & TERMINATION

- POA is NOT impacted or void due to passage of time
- POA terminates when
 - Principal dies or revokes POA
 - Agent dies, becomes incapacitated or resigns and no successor provided
 - Court orders termination under C.G.S. 1-350g
- Subsequent POA does not revoke earlier POA unless specifically provided
- C.G.S. §1-350i

ACKNOWLEDGEMENT

- Not required (except for real estate)
- Signature presumed genuine
- Third party acceptance in good faith may rely on it
- Third party may request
 - Agent certification as to factual matter concerning POA
 - English translation
 - Opinion of counsel as to matter of law
- C.G.S. §1-350r

HOT POWERS, CONT'D

1-351– Authority requiring Special Grant

(a) Agent may perform only if special grant :

1. Create, amend, revoke terminate Trust
2. Make a gift
3. Create or change rights of survivorship
4. Create or change beneficiaries
5. Delegate authority
6. Waive right to be a beneficiary
7. Exercise fiduciary powers that P can delegate
8. Disclaim property including power of appt.

CO-AGENTS

1 – 350j – Coagents + Successor Agents

P may designate >more than one

Default is “Joint”

“Several” must be designated

P may designate successor A

Co-A not liable for act of other A

Co-A with actual knowledge of wrongdoing must notify P

NECESSITY TO RECORD

HUMANS:

C.G.S. §47-10...When a conveyance is executed by a POA, the POA shall be recorded with the deed, unless it has already been recorded...

WHEN: BEFORE OR AFTER!

CORPORATIONS:

Corporations need not record POAs:
Standards of title 28.3 (Comment 6)

SMOKE + CO2 AFFIDAVIT



SMOKE + CO2 AFFIDAVIT

- PA 13-372 then PA 14-219
- Effective in 1/1/14; revised in 7/1/14
- Affidavit
- Home is equipped with **smoke + Co2**
- In **good working order**
- In **vicinity** of each **bedroom**
- Capable of producing **alarms**
- **Installed** properly
- Contain **instructions**
- **Hard wired** or **battery operated** w plug in

***** FAILURE TO PROVIDE - \$250.00 CREDIT TO BUYER FROM SELLER *****

SMOKE + CO2 AFFIDAVIT

Exemptions Part 1

Exemptions:

- **1. Non-residential building**
- **2. Occupied by > 1 or 2 families**
- **3. Bldg permit after 10/1/05**
- **4. CO issued after 10/1/85**

SMOKE + CO2 AFFIDAVIT

Exemptions Part 2

Exemptions - Transfers:

- 1. Between Co-owners
- 2. Between family members for \$0
- 3. Pursuant to Court Order
- 4. By Federal Govt or political subdivision
- 5. Deed in Lieu of Foreclosure
- 6. Refinancing mortgage deed
- 7. Made by Fiduciaries

Validating Act

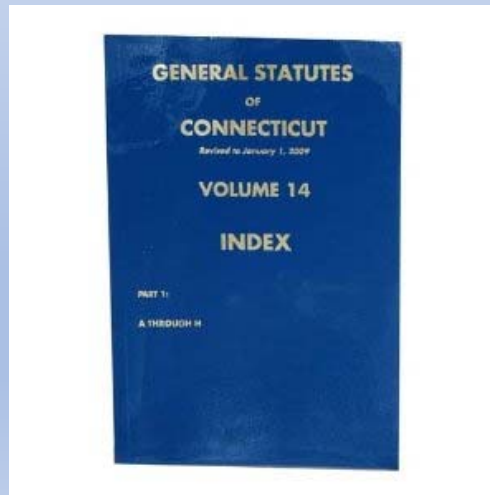


VALIDATING ACT

WHAT IS IT?

Conn. Gen. Statute §47-36aa and bb

Validates *certain* conveyancing defects



VALIDATING ACT

What is Covered?

- **Conveyancing Defects**
- **Insubstantial Defects**
- **POAs**
- **Fiduciary Conveying to Self**
- **Conveyance by Fiduciary**
- **Release/Assignment by Out-of-State Fiduciary**

VALIDATING ACT

- **General Rule:** Defect treated as valid if no Action within 2 years (But Beware Exceptions!)
- What if **LESS** than statutory (e.g. 2 year) time frame?



NEW ADDITION RE TRUSTS

- **CGS 47-36bb**

Convey to Trust

Convey from Trust

FAMILY MATTERS - AUTOMATIC ORDERS

Applies to both parties JD-FM-158

- Served with complaint
- Effective against:
 - P when complaint signed
 - D when service made
- Remains until case ends unless:
 - Terminated - Modified - Court order upon motion of either party



AUTOMATIC ORDERS

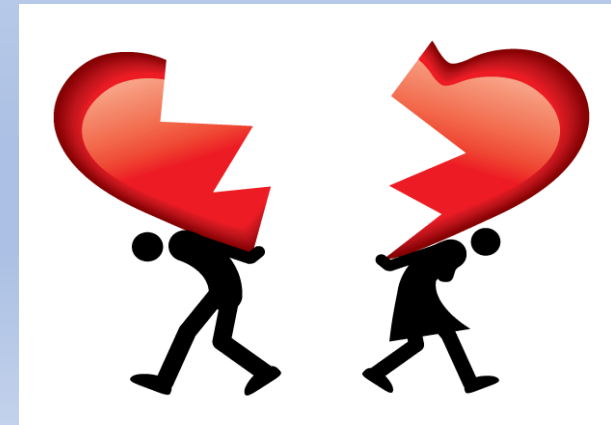
Neither party shall without the: consent of the other party in writing, or a judicial order

(1) ...sell, transfer, ...or in any way dispose of,, any property, except in the usual course of business or for customary and usual household expenses or for reasonable attorney's fees

(3) ...encumber (except for a lis pendens) any property except in the usual course of business or for customary & usual household expenses or for reasonable attorney's fees

(4) ...cause any asset, co-owned ...to become held in his name solely

(5) ... borrow against any credit line secured by the family residence...



SURVIVORSHIP ISSUES

Is Survivorship broken with divorce?

YES OR NO!



SURVIVORSHIP ISSUES

Is Survivorship broken with divorce?

YES AND/OR NO!

- ❖ H and W are JT
 - ❖ Divorce **Decree** severs survivorship
 - ❖ Converts to TIC
 - ❖ **ONLY IF** certified copy of Divorce
decree is recorded
- Unless Divorce Decree provides otherwise



COURT PASSING TITLE

C.G.S. § 46b-81 The Court may.. *assign or transfer title:*
(C.G.S. § 52-22 – Court of Equity may pass title)

- Assign to either the H or W any part of the estate;
- Pass title to either party or to a 3rd person; or
- Order the sale without any act by either the H or W.
- Effective when decree is recorded



COURT ORDERED TRANSFER

C.G.S. §46b-66a. Order of court re conveyance



Court may:

- **Order H & W to convey to the other or to 3rd person; or**
- **Pass title on its own by decree to H or W or to 3rd party**
- **When decree is recorded, same effect as deed to other party**

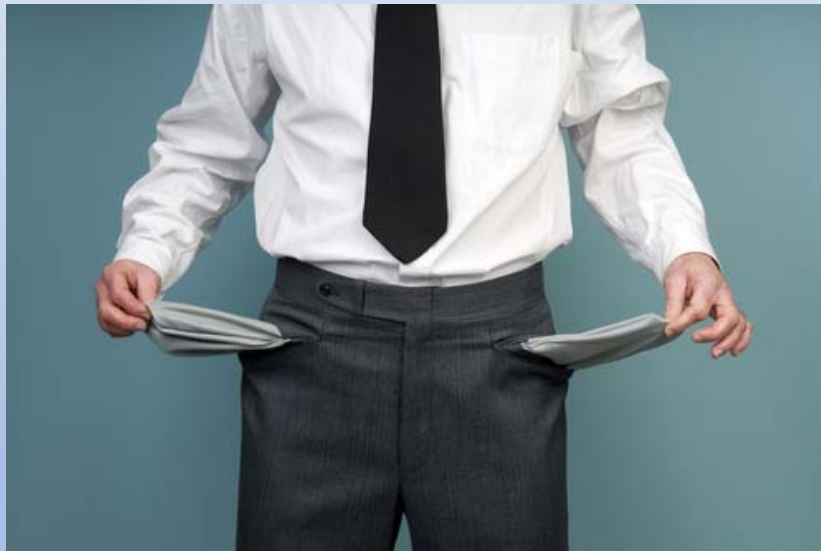
FAMILY LIS PENDENS

- **C.G.S. § 46b-80** (not C.G.S. § 52-325)

NO need for Release of LP if

- Party filing the LP acquired the property.
- The divorce is no longer pending (ownership of the property is determined by the divorce decree)

Bankruptcy



Causes of Bankruptcy Filings

1. 42% Medical Expenses
2. 22% Unemployment
3. 15% Excess debt (consumer debt)
4. 8% Divorce/child support
5. 7% Natural disasters
6. 1.5% Avoid foreclosure (Cptr 13)
7. 1.5% No sound financial planning
8. 1% Utility costs
9. 1% Student Loans
10. 1% Car repossession

The Bankruptcy Act

11 USC §101 *et seq.*

- Chapter 7** Liquidation
- Chapter 11** Reorganizations
- Chapter 12** Family enterprises
- Chapter 13** Consumer debt



Bankruptcy

Trustee's Duties

The trustee may:

- Sell debtor's nonexempt property consistent with best interests of creditors



Bankruptcy

DISCHARGE:

A discharge relieves the *debtor* of further responsibility for dischargeable debts & gives him a fresh start.



Bankruptcy

But what about Judgment Liens?

Debtor may avoid some liens against exempt properties that impair the exemptions

“Motion to Avoid Judicial Lien”

Depends on exemptions chosen



Bankruptcy

HOW CAN PROP BE SOLD?

After B/R filing:

- **Trustee** can convey or mortgage
- If Trustee **abandons** property
 - Property is no longer part of BR estate
 - If so, title reverts in **debtor**
- In a **Chapter 11**
 - Debtor-in-possession (DIP) controls prop UNLESS a Trustee is appointed

SOLAR PANELS



SOLAR PANELS

WHAT DOES THIS HAVE TO DO WITH TITLE?

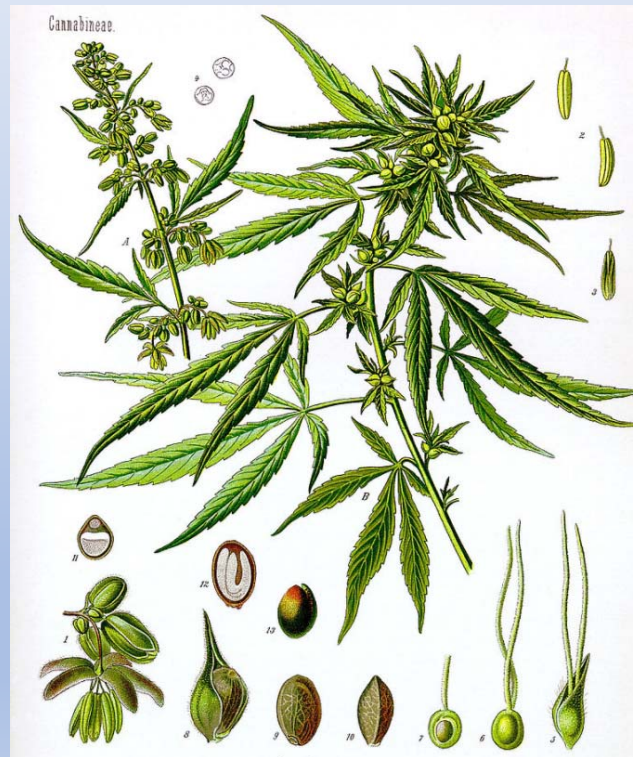
- ▶ Are recorded as UCC-1 Financing Statement
 - Filing Fee \$50.00
 - Governed by §C.G.S. 49a-9-203
 - Effective for 5 years

SOLAR PANELS SECURITY AGREEMENTS

What to do if representing Buyer:

- **Cannot ignore**
- **Must obtain release**
(UCC-3 – Financing Statement Amendment -Termination)
- **OR, obtain a subordination**
- **OR, take exception on title policy**

Growth, Sale & Distribution of Marijuana



MARIJUANA

Why is it illegal to Feds?

Controlled Substances Act

(CSA) (21 U.S.C. § 811), which does not recognize the difference between medical & recreational use of cannabis

Considered: **Highly addictive**
No medicinal value
High abuse potential
Severe Safety concerns

MARIJUANA

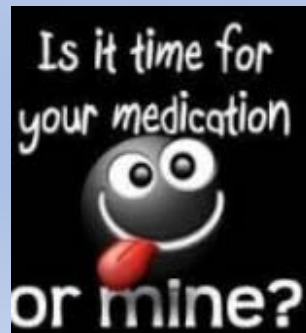
In Connecticut:

Medicinal:

(2012) Medical Marijuana

Obtain with prescription

Obtain at dispensary



PALLIATIVE USE

C.G.S. § 21a-408 (12) - **PALLIATIVE USE**

Means ...

Acquisition, distribution, transfer, possession, use or transportation of marijuana ... to alleviate a qualifying patient's symptoms of a **debilitating medical condition** or the effects of such symptoms, but does not include any such use of marijuana by any person other than the qualifying patient

Debilitating Medical Condition

PALLIATIVE USE
of Medicinal is permitted if:

Debilitating Medical Condition

Defined in CGS 21a-408 (3)

Debilitating Medical Condition

If **over** 18 years old – defined as:

Cancer

PTSD

Glaucoma

Cystic Fibrosis

HIV

CP

MS

Epilepsy

Parkinson's

Spinal cord injury

Crohn's Disease

End-of-life care

Debilitating Medical Condition

If **under** 18 years old – Defined as:

Terminal illness requiring end-of-life care

Irreversible spinal cord injury with objective neurological indication of intractable spasticity

Cerebral palsy

Cystic Fibrosis

Severe Epilepsy

Uncontrolled Intractable Seizure Disorder

Debilitating Medical Condition

OR – defined as:

(B) any medical condition, medical treatment or disease approved for qualifying patients by the Dept. of Consumer Protection

Under C.G.S. §21a-408m.

QUALIFYING PATIENT

C.G.S. § 21a-408 (16) “Qualifying Patient”

(A) Is a resident of Connecticut,

(B) diagnosed by a physician or an advanced practice RN as having a debilitating medical condition,

(C) (i) (ii) (iii) 18 or older, emancipated, or written consent from a custodial parent

PHYSICIAN'S CERTIFICATE

C.G.S. § 21a-408c

MD or APRN can issue Written Certification:

- **Only good for 1 year**

- **They are not subject to arrest if:**

 - They diagnosed the QP as having a debilitating medical condition**

 - They explained the risks & benefits**

 - They conducted a complete medical assessment**

 - They have no financial interest**

REGISTRATION

C.G.S. § 21a-408a

**“Qualifying patient” must register with Dept. Consumer Protection
Issues a “Registration Certificate”**

WILL YOU BE ARRESTED?

C.G.S. § 21a-408a

Qualified Patient is **not under arrest if:**

- 1. Registered**
- 2. Has MD's certificate**
- 3. Amount does not exceed palliative use**

HOWEVER, You still **CANNOT.....**

PROHIBITED USES



PROHIBITED USES

C.G.S. § 21a-408a

- (A) motor bus/school bus/any other moving vehicle,
- (B) in the workplace,
- (C) school grounds/public or private school, dormitory, college/university property, unless such college or university is participating in a research program & such use is pursuant to the terms of the research program,
- (D) in any public place, or
- (E) in the presence of a person <18



PRODUCERS

C.G.S. § 21a-408i

Must be **licensed** by Dept. of Consumer Protection

Max # - **not < 3; not > 10**

No Marijuana can be sold, delivered, transported **out of state**

\$25,000 fee for the application

Licensed fee

Renewal every **5 years**

DISPENSARIES

C.G.S. § 21a-408h

- ❖ Up to Dept of Consumer Protection
- ❖ Only **Licensed Pharmacist** can apply
- ❖ Renewal every **2 years**
- ❖ No Marijuana can be dispensed, obtained from or transferred to a location **out of CT**.
- ❖ C.G.S. § 21a-408b(c) shall not dispense... in a smokable, inhalable or vaporizable form to a primary caregiver for a QP who is <18.

DISCRIMINATION

C.G.S. § 21a-408p

NO discrimination by:

Landlord

School

Employer (can't take during work hours...)

As long as user is a qualified patient or caregiver.

MARIJUANA --- CRIMINAL?

Up to **½ oz + paraphernalia**

1. 1st offense - Non-criminal infraction, \$150 fine, no arrest, no jail time, no criminal record.
2. Subsequent offense -non- criminal infraction + \$200–\$500 fine

MARIJUANA

½ oz to 4 oz + paraphernalia

- 1. Misdemeanor punishable by up to 1 year in prison + \$1,000 in fine.**
- 2. Subsequent offense - felony - up to 5 years incarceration + \$3,000 fine.**

MARIJUANA

4 oz or more

1. 1st offense:

5 years imprisonment + \$2,000 fine

2. Subsequent offenses:

10 years in jail + \$5,000 fine.

MARIJUANA

NEAR SCHOOLS (OR DAY CARES):

Possession -within**1,500** feet of a school - **2 years**
(without monetary fine) that runs consecutively with any other sentence.

Selling any amount of marijuana is completely illegal - punishable by no less than **7 years** +\$25,000 in fine.

Selling to minors + possessing both felonies which **adds** 3 years to any other sentence imposed.

MARIJUANA

CT – MEDICINAL USE ONLY
GROWTH & SALE A FEDERAL CRIME
21 USC § 811



MARIJUANA

RULE 1.2 (d) RULES OF PROFESSIONAL CONDUCT

A lawyer shall **not** counsel a client to **engage, or assist** a client, in conduct that the lawyer knows is **criminal or fraudulent**,.....

MARIJUANA

RULE 1.2 (d) RULES OF PROFESSIONAL CONDUCT

A lawyer shall not counsel a client to **engage, or assist** a client, in conduct that the lawyer knows is **criminal or fraudulent**, **but** a lawyer **may**

Discuss the legal consequences of any proposed course of conduct with client;

Counsel or assist a client to make a **good faith effort to determine** the validity, scope, meaning or application of the law; or

Counsel or assist a client re conduct expressly permitted by CT law, provided that the lawyer **counsels the client about the legal consequences**, under other applicable law, of the client's proposed course of conduct.

MARIJUANA

WHAT TYPE OF INQUIRY MUST YOU MAKE?
OF BUYER
OF SELLER
OF REALTOR
OF LENDER

MARIJUANA

TITLE INSURANCE:

NOPE

MARIJUANA

FINANCING:

NOPE

MARIJUANA

BANK DEPOSITS:

NOPE

THE END!

????ANY QUESTIONS????



Attention:

Copy A of this form is provided for informational purposes only. Copy A appears in red, similar to the official IRS form. The official printed version of Copy A of this IRS form is scannable, but the online version of it, printed from this website, is not. Do **not** print and file copy A downloaded from this website; a penalty may be imposed for filing with the IRS information return forms that can't be scanned. See part O in the current General Instructions for Certain Information Returns, available at www.irs.gov/form1099, for more information about penalties.

Please note that Copy B and other copies of this form, which appear in black, may be downloaded and printed and used to satisfy the requirement to provide the information to the recipient.

To order official IRS information returns, which include a scannable Copy A for filing with the IRS and all other applicable copies of the form, visit www.IRS.gov/orderforms. Click on [Employer and Information Returns](#), and we'll mail you the forms you request and their instructions, as well as any publications you may order.

Information returns may also be filed electronically using the IRS Filing Information Returns Electronically (FIRE) system (visit www.IRS.gov/FIRE) or the IRS Affordable Care Act Information Returns (AIR) program (visit www.IRS.gov/AIR).

See IRS Publications 1141, 1167, and 1179 for more information about printing these tax forms.

7575

☐ VOID☐ CORRECTED

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone number		1 Date of closing	OMB No. 1545-0997 2019 Form 1099-S	Proceeds From Real Estate Transactions
		2 Gross proceeds		
FILER'S TIN	TRANSFEROR'S TIN	3 Address (including city, state, and ZIP code) or legal description		Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2019 General Instructions for Certain Information Returns.
TRANSFEROR'S name				
Street address (including apt. no.)		4 Check here if the transferor received or will receive property or services as part of the consideration ► <input type="checkbox"/>		
City or town, state or province, country, and ZIP or foreign postal code		5 Check here if the transferor is a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust) ► <input type="checkbox"/>		
Account number (see instructions)		6 Buyer's part of real estate tax		
		\$		

Form **1099-S**

Cat. No. 64292E

www.irs.gov/Form1099S

Department of the Treasury - Internal Revenue Service

Do Not Cut or Separate Forms on This Page — Do Not Cut or Separate Forms on This Page

☐ CORRECTED (if checked)

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone number		1 Date of closing	OMB No. 1545-0997 2019 Form 1099-S	Proceeds From Real Estate Transactions Copy B For Transferor This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
		2 Gross proceeds \$		
		FILER'S TIN		
TRANSFEROR'S name		4 Transferor received or will receive property or services as part of the consideration (if checked) ▶ <input type="checkbox"/>	5 If checked, transferor is a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust) ▶ <input type="checkbox"/>	
Street address (including apt. no.)		6 Buyer's part of real estate tax \$		
City or town, state or province, country, and ZIP or foreign postal code				
Account number (see instructions)				

Form **1099-S** (keep for your records) www.irs.gov/Form1099S Department of the Treasury - Internal Revenue Service

Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the IRS and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the Instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if **all** the following apply.

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828 and Pub. 523.

Transferor's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN)). However, the issuer has reported your complete TIN to the IRS.

Account number. May show an account or other unique number the filer assigned to distinguish your account.

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See *Box 4*.

Box 3. Shows the address or legal description of the property transferred.

Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5. If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).

Box 6. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 6 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Schedule 1 (Form 1040). For more information, see Pub. 523, Pub. 525, and Pub. 530.

☐ VOID ☐ CORRECTED

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone number		1 Date of closing	OMB No. 1545-0997 2019 Form 1099-S	Proceeds From Real Estate Transactions
		2 Gross proceeds \$		
		FILER'S TIN	TRANSFEROR'S TIN	
TRANSFEROR'S name		4 Check here if the transferor received or will receive property or services as part of the consideration ► <input type="checkbox"/>		
Street address (including apt. no.)		5 Check here if the transferor is a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust) ► <input type="checkbox"/>		
City or town, state or province, country, and ZIP or foreign postal code		6 Buyer's part of real estate tax \$		
Account number (see instructions)				

Form **1099-S**

www.irs.gov/Form1099S

Department of the Treasury - Internal Revenue Service

Instructions for Filer

To complete Form 1099-S, use:

- The 2019 General Instructions for Certain Information Returns, and
- The 2019 Instructions for Form 1099-S.

To order these instructions and additional forms, go to www.irs.gov/Form1099S.

Due dates. Furnish Copy B of this form to the transferor by February 15, 2020.

Caution: Because paper forms are scanned during processing, you cannot file Forms 1096, 1097, 1098, 1099, 3921, or 5498 that you print from the IRS website.

File Copy A of this form with the IRS by February 28, 2020. If you file electronically, the due date is March 31, 2020. To file electronically, you must have software that generates a file according to the specifications in Pub. 1220. The IRS does not provide a fill-in form option for Copy A.

Foreign transferors. Sales or exchanges involving foreign transferors are reportable on Form 1099-S. For information on the transferee's responsibility to withhold income tax when a U.S. real property interest is acquired from a foreign person, see Pub. 515.

Need help? If you have questions about reporting on Form 1099-S, call the information reporting customer service site toll free at 866-455-7438 or 304-263-8700 (not toll free). Persons with a hearing or speech disability with access to TTY/TDD equipment can call 304-579-4827 (not toll free).

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
450 Columbus Blvd, Suite 901 ♦ Hartford, CT 06103



RESIDENTIAL PROPERTY CONDITION DISCLOSURE REPORT

The Uniform Property Condition Disclosure Act (Connecticut General Statutes Section 20-327b) 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, including cooperatives and condominiums, 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 \$500 at closing if the seller fails to furnish this report (Connecticut General Statutes Section 20-327c).

INSTRUCTIONS TO SELLERS:

1. You **must** answer **all** questions to the best of your knowledge.
2. You are required to identify and disclose any problems regarding the subject property.
3. **Your real estate licensee cannot complete this form on your behalf.**
4. "UNK" means Unknown, "N/A" means Not Applicable.
5. If you need additional space to complete any answer or explanation, attach additional page(s) to this form. Include subject property address, seller's name and the date.

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

	A. SUBJECT PROPERTY	
--	----------------------------	--

- 1) Name of seller(s): _____

- 2) Street address, municipality, zip code: _____

YES NO UNK N/A	B. GENERAL INFORMATION	
----------------	-------------------------------	--

- 3) What year was the structure built? _____
- 4) How long have you occupied the property? _____ If not applicable, indicate with N/A.
- 5) Does anyone else claim to own any part of your property, including, but not limited to, any encroachments? If yes, explain: _____

- 6) Does anyone other than you have or claim to have any right to use any part of your property, including, but not limited to, any easement or right of way? If yes, explain: _____

- 7) Is the property in a flood hazard area or an inland wetlands area? If yes, explain: _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

YES NO UNK N/A

B. GENERAL INFORMATION (Continued)

☐ ☐ ☐ ☐

8) Do you have any reason to believe that the municipality in which the subject property is located may impose any assessment for purposes such as sewer installation, sewer improvements, water main installation, water main improvements, sidewalks or other improvements? If yes, explain: _____

☐ ☐ ☐ ☐

9) Is the property located in a municipally designated village district, municipally designated historic district, or listed on the National Register of Historic Places? If yes, explain: _____

Note: Information concerning village districts and historic districts may be obtained from the municipality's village district commission, if applicable.

☐ ☐ ☐ ☐

10) Is the property located in a special tax district? If yes, explain: _____

☐ ☐ ☐ ☐

11) Is the property subject to any type of land use restrictions, other than those contained within the property's chain of title or that are necessary to comply with state laws or municipal zoning? If yes, explain: _____

☐ ☐ ☐ ☐

12) Is the property located in a common interest community? If yes, is it subject to any community or association dues or fees? Please explain: _____

☐ ☐ ☐ ☐

13) Do you have any knowledge of prior or pending litigation, government agency or administrative actions, orders or liens on the property related to the release of any hazardous substance? If yes, explain: _____

YES NO UNK N/A

C. LEASED EQUIPMENT

☐ ☐ ☐ ☐

14) Does the property include any leased or rented equipment that would necessitate or oblige either of the following: the assignment or transfer of the lease or rental agreement(s) to the buyer **or** the replacement or substitution of the equipment by the buyer? If yes, indicate by checking all items that apply:

☐ Propane fuel tank

☐ Water treatment system

☐ Water heater

☐ Solar devices

☐ Security alarm system

☐ Major appliances

☐ Fire alarm system

☐ Other _____

☐ Satellite dish antenna

Property Address: _____ Seller Initials _____ Buyer Initials _____

☐ ☐ ☐ ☐

15) Fuel type? _____ Are you aware of any heating system problem? If yes, explain: _____

☐ ☐ ☐ ☐

16) Hot water heater type? _____ Age: _____ Are you aware of any hot water problems? If yes, explain: _____

☐ ☐ ☐ ☐

17) Is there an underground storage tank? If yes, list the age of tank _____ and location: _____

☐ ☐ ☐ ☐

18) Are you aware of any problems with the underground storage tank? If yes, explain: _____

☐ ☐ ☐ ☐

19) During the time you have owned the property, has there ever been an underground storage tank located on the property? If yes, has it been removed? ☐ Yes ☐ No
If yes, what was the date of removal _____ and what was the name and address of the person or business who removed such underground storage tank? _____

Provide any and all written documentation of such removal within your control or possession by attaching a copy of such documentation to this form.

☐ ☐ ☐ ☐

20) Air conditioning type? _____ Are you aware of any air conditioning problems? If yes, explain: _____

☐ ☐ ☐ ☐

21) Plumbing system problems? If yes, explain: _____

☐ ☐ ☐ ☐

22) Electrical system problems? If yes, explain: _____

☐ ☐ ☐ ☐

23) Electronic security system problems? If yes, explain: _____

☐ ☐ ☐ ☐

24) Are there carbon monoxide or smoke detectors located in the dwelling on the property? If yes, state the number of detectors _____ and whether there have been problems with such detectors: _____

☐ ☐ ☐ ☐

25) Fire sprinkler system problems? If yes, explain: _____

YES NO UNK N/A

E. WATER SYSTEM

☐ ☐ ☐ ☐

26) Domestic water system type: ☐ Public; ☐ Private well; Other _____

27) If public water:

☐ ☐ ☐ ☐

a) Is there a separate expense/fee for water usage? If yes, is the expense/fee for water usage flat or metered? _____ Provide the amount of the expense/fee _____ and explain:

☐ ☐ ☐ ☐

b) Are there unpaid water charges? If yes, state amount unpaid: _____

28) If private well:

☐ ☐ ☐ ☐

Has the well water been tested for contaminants/volatile organic compounds? If yes, attach a copy of the report. If no report is available, provide name of entity that performed testing and describe results of such testing: _____

☐ ☐ ☐ ☐

If public water or private well: Are you aware of any problems with the well or with the water quality, quantity, recovery, or pressure? If yes, explain: _____

YES NO UNK N/A

F. SEWAGE DISPOSAL SYSTEM

☐ ☐ ☐ ☐

29) Sewage disposal system type: ☐ Public; ☐ Septic; ☐ Cesspool; Other: _____

30) If public sewer:

☐ ☐ ☐ ☐

a) Is there a separate charge made for sewer use? If yes, is it flat or metered? _____

☐ ☐ ☐ ☐

b) If it is a flat amount, state amount _____ and due dates: _____

☐ ☐ ☐ ☐

c) Are there any unpaid sewer charges? If yes, state the amount: _____

31) If private:

☐ ☐ ☐ ☐

a) Name of service company: _____

☐ ☐ ☐ ☐

b) Date last pumped: _____ Frequency of pumping during ownership: _____

☐ ☐ ☐ ☐

c) For any sewage system, are there problems? If yes, explain: _____

YES NO UNK N/A

G. ASBESTOS/ LEAD

☐ ☐ ☐ ☐

32) Are asbestos insulation or building materials present? If yes, location: _____

☐ ☐ ☐ ☐

33) Is lead paint present? If yes, location: _____

☐ ☐ ☐ ☐

34) Is lead plumbing present? If yes, location: _____

YES NO UNK N/A

H. BUILDING/ STRUCTURE/ IMPROVEMENTS

☐ ☐ ☐ ☐

35) Is the foundation made of concrete? If no, explain: _____

☐ ☐ ☐ ☐

36) Foundation/slab problems or settling? If yes, explain: _____

☐ ☐ ☐ ☐

37) Basement water seepage/dampness? If yes, explain amount, frequency and location: _____

☐ ☐ ☐ ☐

38) Sump pump problems? If yes, explain: _____

☐ ☐ ☐ ☐

39) Do you have knowledge of any testing or inspection done by a licensed professional related to a foundation on the property? If yes, attach a copy of the report. If no report is available, provide name of entity that performed testing and describe results of such testing: _____

☐ ☐ ☐ ☐

40) Do you have knowledge of any repairs related to a foundation on the property? If yes, explain: _____

☐ ☐ ☐ ☐

41) Roof type: _____; Age: _____

☐ ☐ ☐ ☐

42) Roof leaks? If yes, explain: _____

☐ ☐ ☐ ☐

43) Exterior siding problems? If yes, explain: _____

☐ ☐ ☐ ☐

44) Chimney, fireplace, wood or coal stove problems? If yes, explain: _____

☐ ☐ ☐ ☐

45) Patio/deck problems? If yes, explain: _____

- ☐ ☐ ☐ ☐ 46) If patio/deck is constructed of wood, is the wood treated or untreated? _____
- ☐ ☐ ☐ ☐ 47) Driveway problems? If yes, explain: _____
- ☐ ☐ ☐ ☐ 48) Water drainage problems? If yes, explain: _____
- ☐ ☐ ☐ ☐ 49) Interior floor, wall and/or ceiling problems? If yes, explain: _____
- ☐ ☐ ☐ ☐ 50) Fire and/or smoke damage? If yes, explain: _____
- ☐ ☐ ☐ ☐ 51) Termite, insect, rodent or pest infestation problems? If yes, explain: _____
- ☐ ☐ ☐ ☐ 52) Rot or water damage problems? If yes, explain: _____
- ☐ ☐ ☐ ☐ 53) Is the structure(s) insulated? If yes, type: _____; location: _____
- ☐ ☐ ☐ ☐ 54) Has a test for radon been performed? If yes, attach copy of the report. If no report is available, provide the name of entity that performed the testing and describe the results of such testing: _____
- ☐ ☐ ☐ ☐ 55) Is there a radon control system in place? If yes, explain: _____
- ☐ ☐ ☐ ☐ 56) Has a radon control system been in place in the previous 12 months? If yes, explain: _____

The seller should attach additional pages, if necessary, to further explain any item(s) above. Indicate here the number of additional pages attached: _____

Questions or Comments? Consumer Problems? Visit the Department of Consumer Protection website at: www.ct.gov/dcp

IMPORTANT INFORMATION

(A) 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.

(B) Statements Not to Constitute a Warranty

Any representations made by the seller on the written residential property condition disclosure report shall not constitute a warranty to the buyer.

(C) Nature of Disclosure Report

This Residential Property Condition Disclosure Report is not a substitute for inspections, tests, and other methods of determining the physical condition of the property.

(D) 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.

(E) Building Permits and Certificates of Occupancy

Prospective buyers should consult with the municipal building official in the municipality in which the property is located to confirm that building permits and certificates of occupancy have been issued for work on the property.

(F) Home Inspection

Buyers should have the property inspected by a licensed home inspector.

(G) Concrete Foundation

Prospective buyers may have a concrete foundation inspected by a licensed professional engineer who is a structural engineer for deterioration of the foundation due to the presence of pyrrhotite.

(H) 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.

Date _____ Buyer _____
Signature _____ Print Name _____

Date _____ Buyer _____
Signature _____ Print Name _____

(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 brokers or salespersons to provide the above information to prospective buyers, selling agents or buyer's agents.

Date _____ Seller _____
Signature _____ Print Name _____

Date _____ Seller _____
Signature _____ Print Name _____

CONFLICT WAIVER
JOINT REPRESENTATION OF MULTIPLE CLIENTS

RE: Property:
Seller:
Purchaser:

You have asked us to represent you [Client A] and [Client B] jointly in connection with [full description of matter]. We would be pleased to do so, subject to the following understandings.

Although the interests of [Client A] and [Client B] in this matter are generally consistent, it is recognized and understood that differences may exist or become evident during the course of our representation. Notwithstanding these possibilities, [Client A] and [Client B], have determined that it is in their individual and mutual interests to have a single law firm represent them jointly in connection with [full description of matter]. Potential conflicts of interest, including but not limited to: _____, _____, etc...

Accordingly, this confirms agreement of [Client A] and [Client B] that we may represent them jointly in connection with the above-described matter. This will also confirm that [Client A] and [Client B] have each agreed to waive any conflict of interest arising out of, and that you will not object to, our representation of each other in the matter described herein.

It is further understood and agreed that we may freely convey necessary information provided to us by one client to the other, and that there will be no secrets as between [Client A] and [Client B] unless both of you expressly agree to the contrary.

If you need to edit the terms of this letter, or wish to discuss any related issues, please contact us at your earliest convenience. However, if you agree that the foregoing accurately reflects our understanding, please sign and return the enclosed copy of this letter.

Dated at _____, CT this ____ day of _____, 20__

Seller(s):

Purchaser(s):

Client(s) Name: _____

Current Address: _____

Property Address: _____

POST CLOSING:

- ☐ Address Client Correspondence to Address above
- ☐ Address Client Correspondence to: _____
- ☐ Forwarding Address: _____

Client Phone # (Check Preferred Contact)

- ☐ Home _____
- ☐ Work _____
- ☐ Cell _____
- ☐ Email _____
- ☐ Work _____
- ☐ Cell: _____
- ☐ Email: _____

Client(s) Social Security #: _____

Legal Fee \$ _____

Closing Date _____, 2019

Mortgage Contingency _____

Inspection Contingency _____

Purchase Price \$ _____

Closing Cost Credit \$ _____

Mortgage Amount \$ _____

Other Attorney: _____

Email _____

Phone _____

Fax _____

Email _____

Paralegal _____

Their Client: _____

ENGAGEMENT LETTER

Emailed: _____ D/S _____

Mailed: _____

Authorization to Rel. _____

Questionnaire _____

Received: _____

Real Estate Agents:

(Theirs)

Name _____

Agency _____

Phone _____

Email _____

(Ours)

Name _____

Agency _____

Phone _____

Email _____

Agreed upon commission _____ % = \$ _____

Deposit \$ _____ Held by _____

Items to be adjusted at Closing (List names, addresses, and phone# of service providers)

- ☐ Public Water _____ Well _____
- ☐ Sewer _____ Septic _____ + _____
- ☐ Home Heating Oil/Gas/Propane _____
- ☐ Solar Panels _____ Leased _____ Purchased _____
- ☐ Private Assn/Condominium Charges _____
- ☐ Taxes _____ Total Annual Tax \$ _____ Paid Thru _____
- ☐ Rental Charges _____
- ☐ Payoff _____ No. _____ Ordered _____ Good Thru _____
- ☐ Payoff _____ No. _____ Ordered _____ Good Thru _____
- ☐ Other _____

Mortgage Lender/Broker:

LENDER:

Company _____

Phone _____

Email _____

Contact _____

BROKER:

Company _____

Phone _____

Email _____

Contact _____

Homeowner's Insurance Agent/Company _____

Phone _____ Fax _____

WAIVER OF MECHANICS' LIENS

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, have commenced or are about to commence to render services, to perform work, or to furnish materials in the construction, raising, removal or repair of a building or any of its appurtenances upon, or in the improvement of a lot, or in the site development or subdivision of a plot of land, on certain real property owned

by _____ known
as _____ in the Town/City of
_____, Connecticut.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration received by each of us to our full satisfaction, we, the undersigned, do hereby severally waive and release all of the several liens and claims of lien which we may have, or may hereafter have, on the above mentioned lot, land, buildings and appurtenances pursuant to the laws of the State of Connecticut, by virtue of sale services rendered, work performed or materials furnished, heretofore and hereafter, upon said lot, land, building and appurtenances, whether completed or still in the process of construction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates appearing before our respective names.

(Note: If a provider of labor or materials uses a CTA Form 002.1 instead, please attach it to this form and print "See Form 002.1 Attached" in the place where the provider would have signed below.) This waiver consists of this page plus _____ additional pages.

Date
Signed

Date
Signed

_____	General Contractor	_____	Cabinets
_____	Architect	_____	Carpenter
_____	Architect (landscape)	_____	Carpeting
_____	Air Conditioning System	_____	Concrete
_____	Boiler	_____	Concrete Blocks
_____	Brick	_____	Doors
_____	Face Brick	_____	Doors - Overhead
_____	Ducts	_____	Insulation

Excavating (cellar/cesspool)	Iron - Steel
Electrician	Kitchen Cabinets
Electrical Supplies	Landscaping
Electric Fixtures	Lather
Elevator and Doors	Linoleum - Rubber Tile
Fire Escape	Lumber
Flagstone	Lumber (trim)
Flashings - Gutters	Marble
Flooring (material)	Mason
Floor (laying)	Mason's Supplies
Floor (scraping)	Metal Work
Floor (finishing)	Oil Burner
Foundation	Oil Tank
Frames - Sash	Paint Supplies
Gas - Electric Ranges	Painter (outside)
Glass - Glazier	Painter (inside)
Grading	Paper - Decorator's Supplies
Hardware	Paperer - Decorator
Heating Contractor	Plasterer
Heating Supplies	Plumber

Heaters - Radiators	Plumbing Fixtures
Incinerator	Plumbing Supplies
Refrigeration	Surveyor
Roofer	Tile
Roofing (Material)	Tiler
Sand - Gravel - Stone	Tinner
Screens	Trimmer
Septic Tank - Cesspool	Vanities
Shades	Venetian Blinds
Shingles	Walks
Shutters - Blinds	Water Pumping System
Stair Builder	Weather Strips
Steel Sash	Well Drilling
Stones (for building)	Other (specify)
Stone (for driveway)	Other (specify)
Stone (ornamental)	Other (specify)
Storm Doors and Windows	Other (specify)

**GENERAL CONTRACTOR'S
AFFIDAVIT AND INDEMNITY AGREEMENT**

STATE OF CONNECTICUT)

) ss:

Date: _____

COUNTY OF _____)

I, being the GENERAL CONTRACTOR, or being an authorized officer and/or agent of the below-named corporate GENERAL CONTRACTOR, engaged in construction on the above described property, after being duly sworn, depose and say: (1) that I have read the within and the foregoing WAIVER OF MECHANICS' LIENS; (2) that the persons, firms and corporations who have executed said waiver are the only persons, firms and corporations who have furnished or have contracted to furnish services, labor, or materials in the construction or repair of the buildings and appurtenances on said property as of the date hereof; (3) that I have no notice of any claim of any subcontractor, laborer, or materialman against said property; (4) that this combined Affidavit and Indemnity Agreement is being made with the understanding that **[title company]** will rely upon the truth of the statements made herein when it issues its policy or policies of title insurance on this date insuring title to said property without taking any exception with respect to any possible unrecorded mechanics' liens; (5) that, in order to induce **[title company]** to issue such policy or policies, I, individually, or said corporate GENERAL CONTRACTOR, do/does hereby agree to indemnify **[title company]**, and agree to hold it harmless by reason of any and all loss, cost or damage, including attorneys' fees and court costs, which it may sustain by reason of the recording of any and all mechanics' liens against said property by any person or entity claiming under any subcontract with the undersigned; and (6) that, if any such mechanics' liens are recorded against said property, I or said corporate GENERAL CONTRACTOR, will immediately cause the same to be removed by bonding the same, by payment or by any other process or manner which will effectively remove any and all such liens from said property.

_____ - General Contractor

By _____, its _____

Subscribed and sworn to by _____,

before me, this _____ day of _____, 19____.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

OWNERS' AFFIDAVIT AND INDEMNITY AGREEMENT

STATE OF CONNECTICUT)
) ss.
COUNTY OF)

Date: _____

Each of the undersigned OWNER(S), or an authorized officer and/or agent of the below-named CORPORATE OWNER of the above-described property, after being duly sworn, deposes and says: (1) that I have read the within and the foregoing WAIVER OF MECHANICS' LIENS; (2) that the persons, firms and corporations who have executed said waiver are the only persons, firms and corporations who have furnished or have contracted to furnish services, labor, or materials in the construction or repair of the buildings and appurtenances on said property as of the date hereof; (3) that he/she has no notice of any claim of any subcontractor, laborer, or materialman against said property; (4) that this combined Affidavit and Indemnity Agreement is being made with the understanding that **[title company]** will rely upon the truth of the statements made herein when it issues its policy or policies of title insurance on this date insuring title to said property without taking any exception with respect to any possible unrecorded mechanics' liens; (5) that, in order to induce **[title company]** to issue such policy or policies, he/she jointly and/or severally, or said CORPORATE OWNER, do/does hereby agree to indemnify **[title company]**, and agree to hold it harmless by reason of any and all loss, cost or damage, including attorneys' fees and court costs, which it may sustain by reason of the recording of any and all mechanics' liens against said property; and (6) that, if any such mechanics' liens are recorded against said property, he/she or said CORPORATE OWNER, will immediately cause the same to be removed by bonding the same, by payment or by any other process or manner which will effectively remove any and all such liens from said property.

_____ - OWNER _____ - OWNER

_____ - OWNER By _____, its

Subscribed and sworn to by _____,
before

me, this _____ day of _____, 19____.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

NON-FOREIGN CERTIFICATION

(Individual)

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon my disposition of a U.S. real property interest, I (name of transferor), hereby certify the following:

1. I am not a nonresident alien for purposes of U.S. income taxation;
2. My U.S. taxpayer identification number (Social Security number) is _____ and;
3. My home address is: _____.

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete.

Date: _____

Signature of Transferor

STATUTORY POWER OF ATTORNEY – LONG FORM

Notice: The powers granted by this document are broad and sweeping. They are defined in Connecticut Uniform Power of Attorney Act, which expressly permits the use of any other or different form of power of attorney desired by the parties concerned. The grantor of any power of attorney or the agent may make application to a court of probate for an accounting as provided in subsection (b) of Section 45a-175, of the general statutes. This power of attorney does not authorize the agent to make health care decisions for you.

Know All Men by These Presents, which are intended to constitute a GENERAL POWER OF ATTORNEY pursuant to Connecticut Uniform Power of Attorney Act:

That I, _____
(insert name and address of the principal)

do hereby appoint: _____
(insert name and address of the agent, or each agent, if more than one is designated)

My agent(s) TO ACT: _____

(If more than one agent is designated and the principal wishes each agent alone to be able to exercise the power conferred, insert in this blank the word "**Severally**". Failure to make any insertion or the insertion of the word "jointly" shall require the agents to act **jointly**.)

First: In my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in the Connecticut Uniform Power of Attorney act to the extent that I am permitted by law to act through an agent:

(Strike out and initial in the opposite box any one or more of the subparagraphs as to which the principal does NOT desire to give the agent authority. Such elimination of any one or more of subparagraphs (A) to (M), inclusive, shall automatically constitute an elimination also of subdivision (N)).

To strike out any subdivision the principal must draw a line through the text of that subdivision AND write his/her initials in the box opposite.

- | | | |
|-----|---|------------|
| (A) | Real property; | () |
| (B) | Tangible personal property; | () |
| (C) | Stocks and bonds; | () |
| (D) | Commodities and options; | () |
| (E) | Banks and other financial institutions; | () |
| (F) | Operation of entity or business; | () |
| (G) | Insurance and annuities; | () |
| (H) | Estates, trusts, and other beneficial interests; | () |
| (I) | Claims and litigation; | () |
| (J) | Personal and family maintenance; | () |
| (K) | Benefits from governmental programs or civil or military service; | () |
| (L) | Retirement plans; | () |
| (M) | Taxes; | () |
| (N) | All other matters: | () |

(Special provisions and limitations may be included in the statutory form power of attorney only if they conform to the requirements of the Connecticut Uniform Power of Attorney Act.)

OPTIONAL ESTATE PLANNING POWERS

YOU SHOULD SEEK LEGAL ADVICE BEFORE INCLUDING THE FOLLOWING POWERS:

CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.

My agent MAY NOT do any of the following specific acts UNLESS I HAVE INITIALED the specific authority listed below:

- (O) Create, amend, revoke or terminate an inter vivos trust, ()
provided in the case of a trust established for a disabled person
pursuant to 42 USC 1396p(d)(4)(A) or 42 USC 1396p(d)(4)(C),
the creation of such trust by an agent shall be only as permitted
by federal law;
- (P) Make a gift, subject to the limitations of the Connecticut ()
Uniform Power of Attorney Act and any special instructions in
this power of attorney. Unless otherwise provided in the special
instructions, gifts per recipient may not exceed the annual dollar
limits of the federal gift tax exclusion under the Internal Revenue
Code Section 2503(b), or if the principal's spouse agrees to consent
to a split gift pursuant to Internal Revenue Code Section 2513, in
an amount per recipient not to exceed twice the annual federal gift
tax exclusion limit. In addition, an agent must determine that gifts
are consistent with the principal's objectives if actually known by
the agent and, if unknown, as the agent determines is consistent
with the principal's best interest based on all relevant factors;
- (Q) Create or change rights of survivorship; ()
- (R) Create or change a beneficiary designation; ()
- (S) Authorize another person to exercise the authority granted ()
under this power of attorney;
- (T) Waive the principal's right to be a beneficiary of a joint ()
and survivor annuity, including a survivor benefit under
a retirement plan;
- (U) Exercise fiduciary powers that the principal has authority ()
to delegate;
- (V) Disclaim or refuse an interest in property, including a ()
power of appointment;
- (W) Take any action (including changing a terms of service agreement ()
or other governing instrument) with respect to my Digital Assets and
Digital Accounts as my Agent deems necessary or appropriate, and as
shall be permitted by applicable law. This authority is intended to
constitute "lawful consent" to a service provider to divulge the contents
of any communication under The Stored Communications Act (currently
codified as 18 U.S.C. § 2701 et seq.), to the extent such lawful consent is
required, and my Agent shall be an authorized user for purposes of
applicable computer-fraud and unauthorized-computer-access laws. ()

Second: With full and unqualified authority to delegate any or all of the foregoing powers to any person or persons whom my agent(s) shall select.

Third: Hereby ratifying and confirming all that said agent(s) or substitutes(s) do or cause to be done.

Fourth: LIMITATION ON AGENT'S AUTHORITY. An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the special instructions.

Fifth: DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent: _____

Successor Agent's Address: _____

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of Second Successor Agent: _____

Second Successor Agent's Address: _____

Sixth: EFFECTIVE DATE. This power of attorney is effective immediately unless I have stated otherwise in the special instructions.

The execution of this statutory long form power of attorney shall be duly acknowledged by the principal in the manner prescribed for the acknowledgment of a conveyance of real property.

In Witness Whereof, I have hereunto signed my name and affixed my seal this ____ day of _____, 20__.

Witness

Principal

Witness #2

STATE OF CONNECTICUT)
) ss.
COUNTY OF)

ON this the _____ day of _____, 20__, before me, (name of Principal), signer of the foregoing instrument, personally appeared, and acknowledged the execution of such instrument to be his/her free act and deed.

Notary Public
My Commission Expires:

STATUTORY POWER OF ATTORNEY – SHORT FORM

Notice: The powers granted by this document are broad and sweeping. They are defined in Connecticut Uniform Power of Attorney Act, which expressly permits the use of any other or different form of power of attorney desired by the parties concerned. The grantor of any power of attorney or the agent may make application to a court of probate for an accounting as provided in subsection (b) of Section 45a-175, of the general statutes. This power of attorney does not authorize the agent to make health care decisions for you.

Know All Men by These Presents, which are intended to constitute a GENERAL POWER OF ATTORNEY pursuant to Connecticut Uniform Power of Attorney Act:

That I, _____
(insert name and address of the principal)

do hereby appoint: _____
(insert name and address of the agent, or each agent, if more than one is designated)

My agent(s) TO ACT: _____

(If more than one agent is designated and the principal wishes each agent alone to be able to exercise the power conferred, insert in this blank the word "**Severally**". Failure to make any insertion or the insertion of the word "jointly" shall require the agents to act **jointly**.)

First: In my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in the Connecticut Uniform Power of Attorney act to the extent that I am permitted by law to act through an agent:

(Strike out and initial in the opposite box any one or more of the subparagraphs as to which the principal does NOT desire to give the agent authority. Such elimination of any one or more of subparagraphs (A) to (M), inclusive, shall automatically constitute an elimination also of subdivision (N)).

To strike out any subdivision the principal must draw a line through the text of that subdivision AND write his/her initials in the box opposite.

- | | | |
|-----|---|-----------|
| (A) | Real property; | () |
| (B) | Tangible personal property; | () |
| (C) | Stocks and bonds; | () |
| (D) | Commodities and options; | () |
| (E) | Banks and other financial institutions; | () |
| (F) | Operation of entity or business; | () |
| (G) | Insurance and annuities; | () |
| (H) | Estates, trusts, and other beneficial interests; | () |
| (I) | Claims and litigation; | () |
| (J) | Personal and family maintenance; | () |
| (K) | Benefits from governmental programs or civil or military service; | () |
| (L) | Retirement plans; | () |
| (M) | Taxes; | () |
| (N) | All other matters: | () |

(Special provisions and limitations may be included in the statutory form power of attorney only if they conform to the requirements of the Connecticut Uniform Power of Attorney Act.)

Second: With full and unqualified authority to delegate any or all of the foregoing powers to any person or persons whom my agent(s) shall select.

Third: Hereby ratifying and confirming all that said agent(s) or substitutes(s) do or cause to be done.

Fourth: LIMITATION ON AGENT'S AUTHORITY. An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the special instructions.

Fifth: DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent: _____

Successor Agent's Address: _____

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of Second Successor Agent: _____

Second Successor Agent's Address: _____

Sixth: EFFECTIVE DATE. This power of attorney is effective immediately unless I have stated otherwise in the special instructions.

The execution of this statutory short form power of attorney shall be duly acknowledged by the principal in the manner prescribed for the acknowledgment of a conveyance of real property.

In Witness Whereof, I have hereunto signed my name and affixed my seal this ____ day of _____, 20__.

Witness

Principal

Witness #2

STATE OF CONNECTICUT)
) ss.
COUNTY OF)

ON this the _____ day of _____, 20__, before me, (name of Principal), signer of the foregoing instrument, personally appeared, and acknowledged the execution of such instrument to be his/her free act and deed.

Notary Public
My Commission Expires:

Jane Doe
1234 Main St
Town, CT 00000

RE: Sale/Purchase/Refinance of [Property Address]

Dear Jane,

Thank you for selecting _____ (the "Firm") to represent you in connection with the _____ Sale/Purchase/Refinance of property located at [Property Address], Connecticut.

This letter is written to acquaint you with the scope of the Firm's representation. As your counsel the Firm will:

1. Negotiate terms with opposing counsel;
2. Order and review the title search;
3. Obtain a title policy for you and your lender;
4. Prepare Borrower's closing documents; review Seller's closing documents;
5. Attend the closing;
6. Provide an accounting of funds; and
7. Record documents and handle post-closing matters.

Should you require any additional services, I will be happy to discuss those services with you.

The legal fee for representing you in your Sale/Purchase/Refinance transaction will be \$XXXXX, plus any and all disbursements; disbursements include title search fees, recording fees, photocopy, facsimile and long-distance telephone charges, delivery charges, and wiring fees. Should unforeseen circumstances arise this fee will be re-evaluated.

This fee is already a portion of your closing costs as quoted to you on your Loan Estimate (LE). Please note that since the Firm incurs certain costs and makes certain disbursements on your behalf prior to closing, you will be responsible for reimbursing the Firm for those disbursements (such as a title search fee) even if this transaction does not close. Additionally, as an agent of a title insurance company, the Firm receives a portion of the premium charged for title insurance policies as payment for drafting those policies. Both the title insurance premium and the amount the Firm retains are regulated by statute in the State of Connecticut.

Please sign below as confirmation of receipt of this letter and acceptance of the aforementioned terms, and return the signed original in the enclosed pre-paid, self-addressed envelope. If at any time you have any questions regarding this transaction, please do not hesitate to call me. I look forward to working with you.

Very truly yours,

**TITLE INSURANCE COMPANY
OWNER/SELLER'S AFFIDAVIT**

STATE OF Connecticut

Title No. :

ss:

COUNTY OF

I/We, _____, being sworn, depose and say as follows;

1. That I am/we are the owner(s) of certain premises known as _____ and located in the Town (City) of _____, County of _____ and State of **Connecticut**, known as (Unit No., if applicable).
2. That I/we have owned the property now being sold or mortgaged by me/us continuously for _____ years, last past, and my/our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to my/our knowledge, nor do I/we know of any facts by reason of which the title to, or possession of, said property might be disputed or questioned, or by reason of which any claim to any of said property might be asserted adversely against me/us. I/we know of no action or proceeding, including but not limited to bankruptcy, which is now pending against me/us in any State or Federal Court, nor do I/we know of any attachment, judgment or other encumbrance which may now constitute a lien upon the above referenced premises. I/we know of no claims or pending claims against me/us which may be satisfied through a lien or attachment against the property.
3. That within the last ninety (90) days, including the date hereof, no person, firm or corporation has furnished any labor, services, or materials in connection with the construction or repair of any buildings or improvements on the herein described premises for which a mechanic's or materialmen's lien could be filed. **(IF WORK HAS BEEN PERFORMED OR MATERIALS FURNISHED WITHIN THE LAST NINETY DAYS, CROSS OUT THIS PARAGRAPH AND ATTACH A COMPLETED MECHANICS' LIEN WAIVER FORM CTA-002).**
4. That there are no present tenants, lessees or other parties in possession of said premises, except (if none, state "none"): NONE
5. That I/we have examined a certain survey entitled, "_____" N/A _____ made by _____ Surveyor, dated _____; that no exterior alterations or additions have been made to the buildings shown on said survey; that no additional buildings have been constructed on said premises since the date of said survey; that no additional buildings have been constructed on said premises since the date of said survey; and that said survey reflects the current status of the premises. A copy of said survey is hereto attached. **IF SURVEY COVERAGE IS NOT DESIRED ON AN OWNER'S POLICY AND/OR COMMERCIAL LOAN POLICY, THIS PARAGRAPH NEED NOT BE COMPLETED.**
6. That during the time of ownership of the premises above described, I/we have conveyed no portion of the premises nor done any act or allowed any act to be done, which has changed or could change the boundaries of the premises.
7. That I/we have allowed no encroachments on the premises above described by any adjoining land owners nor have encroached upon any property of adjoining land owners.
8. That I/we have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water gas or oil pipeline or other rights of passage to others over the premises above described and have no knowledge of such adverse rights.
9. That I/we have no knowledge of any old highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises.
10. That I/we have no knowledge of any taxes or special assessments which are not shown as existing liens by the public records other than as shown in the above-numbered binder or commitment.
11. That I/we have no knowledge of any violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting said premises.
12. That there are no unpaid assessments for common expenses or common charges assessed against the premises or the undersigned **(IF APPLICABLE).**
13. That the undersigned has fully complied with the requirements of any "Right of First Refusal" provisions contained in the Bylaws of the Association, and that any such "Right of First Refusal" has been effectively waived by the Association **(IF APPLICABLE).**
14. That I/we make this affidavit for the purpose of inducing a purchase or lease of said premises, and/or for the purpose of inducing the granting of a mortgage on said premises, and for the purpose of inducing Commonwealth Land Title Insurance Company to issue a policy (policies) of title insurance.
15. That I/we indemnify and hold the Company harmless from and against any claim or liability and promptly proceed to remove, bond or otherwise dispose of record, any encumbrance, lien or matter objectionable to title which may arise or be filed against the property during the period between the date of the last update of the commitment for the Property and the date of recording of the insured documents.

Subscribed and Sworn to before me this

____ day of _____, 20____

Commissioner of The Superior Court

Revised 11/07 (Combines Aff23, Aff23a, Aff24)

For use in certain Connecticut Real Estate Transactions
AFFIDAVIT CONCERNING SMOKE AND CARBON MONOXIDE DETECTORS
Pursuant to Connecticut Public Acts, Effective July 1, 2014

(Prior to transferring title to real property containing a residential building designed to be occupied by one or two families)*

State of _____)
County of _____) ss:

I/we, _____ being the owner(s) of premises situated in _____, Connecticut, known as _____, swear that they have no reason to believe the following statements are untrue:

(A) EXEMPTION FOR NEWER HOMES: ☐ a building permit for new occupancy of the premises named above was issued on or after October 1, 2005. *(If checked, skip rest of form and sign below before a notary or commissioner of the superior court)*

(B) PARTIAL EXEMPTION FOR CERTAIN HOMES: ☐ a building permit for new occupancy of the premises named above was issued on or after October 1, 1985. *(If checked, skip to Section D below)*

(C) SMOKE DETECTORS: The premises named above is equipped with smoke detection equipment in working order that is capable of sensing visible or invisible smoke particles, is installed in accordance with the manufacturer's instructions and in the immediate vicinity of each bedroom, and is capable of providing an alarm suitable to warn occupants when such equipment is activated. The smoke detector(s) are:

- ☐ Hard-wired
- ☐ Battery-operated or plug-in with battery backup

(D) NO COMBUSTION: ☐ the premises named above does not contain any fuel-burning appliance, fireplace or attached garage. *(If checked, skip Section E and sign below before a notary or commissioner of the superior court)*

(E) CARBON MONOXIDE DETECTORS: The premises named above is equipped with carbon monoxide detection equipment in working order that is capable of sensing carbon monoxide present in parts per million, is installed in accordance with the manufacturer's instructions, and is capable of providing an alarm suitable to warn occupants when such equipment is activated. The carbon monoxide detector(s) are:

- ☐ Hard-wired
- ☐ Battery-operated or plug-in with battery backup

Nothing in this affidavit shall constitute a warranty beyond the transfer of title. By acceptance of this affidavit, Buyer(s) acknowledge that affiants possess no special technical knowledge regarding the inner workings of smoke and carbon monoxide detectors and that Buyer(s) have had an opportunity to perform a home inspection and have had the opportunity of assessing whether the installed detectors satisfy the requirements detailed above.

I/we understand that I/we will credit the Buyer(s) with the sum of \$250 at closing for failing to provide this affidavit.

Owner

Owner

Subscribed and sworn to, before me, this _____ day of _____.

Notary Public/ Commissioner of the Superior Court
My Commission expires:

* This affidavit is not required for (1) Any transfer from one or more co-owners solely to one or more of the other co-owners; (2) transfers made to the spouse, mother, father, brother, sister, child, grandparent or grandchild of the transferor where no consideration is paid; (3) transfers pursuant to an order of the court; (4) transfers by the federal government or any political subdivision thereof; (5) transfers by deed in lieu of foreclosure; (6) any transfer of title incident to the refinancing of an existing debt secured by a mortgage; (7) transfers by mortgage deed or other instrument to secure a debt where the transferor's title to the real property being transferred is subject to a preexisting debt secured by a mortgage; and (8) transfers made by executors, administrators, trustees or conservators.

File #: 2019-_____ ☐ SALE ☐ PURCHASE ☐ REFINANCE

Client(s) Name: _____

Current Address: _____

Property Address: _____

POST CLOSING:

- ☐ Address Client Correspondence to Address above
☐ Address Client Correspondence to: _____
☐ Forwarding Address: _____

Client Phone # (Check Preferred Contact)

- ☐ Home _____
☐ Work _____
☐ Cell _____
☐ Email _____
☐ Work _____
☐ Cell: _____
☐ Email: _____

Client(s) Social Security #: _____

Legal Fee \$ _____

Purchase Price \$ _____

Closing Date _____, 2019

Closing Cost Credit \$ _____

Mortgage Contingency _____

Mortgage Amount \$ _____

Inspection Contingency _____

Other Attorney: _____

Email _____

Phone _____

Fax _____

Email _____

Paralegal _____

Their Client: _____

ENGAGEMENT LETTER

Emailed: _____ D/S _____

Mailed: _____

Authorization to Rel. _____

Questionnaire _____

Received: _____

Real Estate Agents:

(Theirs)

(Ours)

Name _____

Name _____

Agency _____

Agency _____

Phone _____

Phone _____

Email _____

Email _____

Agreed upon commission _____ % = \$ _____

Deposit \$ _____ Held by _____

Items to be adjusted at Closing (List names, addresses, and phone# of service providers)

- ☐ Public Water _____ Well _____
☐ Sewer _____ Septic _____ + _____
☐ Home Heating Oil/Gas/Propane _____
☐ Solar Panels _____ Leased _____ Purchased _____
☐ Private Assn/Condominium Charges _____
☐ Taxes _____ Total Annual Tax \$ _____ Paid Thru _____
☐ Rental Charges _____
☐ Payoff _____ No. _____ Ordered _____ Good Thru _____
☐ Payoff _____ No. _____ Ordered _____ Good Thru _____
☐ Other _____

Mortgage Lender/Broker:

LENDER:

BROKER:

Company _____

Company _____

Phone _____

Phone _____

Email _____

Email _____

Contact _____

Contact _____

Homeowner's Insurance Agent/Company

Phone _____ Fax _____

Title Search Ordered _____ CATIC ☐ CHICAGO ☐ FIDELITY ☐ STEWART ☐ No CPL fee

☐ Received ☐ Reviewed Erin 860.529.8855 Jill 860.249.1661 Cindy 860.289.9548 Mike 860.670.0064

NOTES: _____

PURCHASE CLOSING CHECKLIST

DATE:

BUYERS:

SELLERS

PROPERTY:

CLOSING LOCATION:

CD Approved: Yes No

Seller Cutting Chks: Yes No

Wire Proceeds In: Yes No

Funding Docs Req'd: Yes No

Collect Deposit : From _____ \$ _____

FROM SELLER'S ATTORNEY

REQ'D

REC'D

ITEM

Deed
Conveyance Form
CHECKS
____ Conveyance \$
____ Commissioner \$
____ Other
Recording Fees
Owner's Affidavit
CO/Smoke Affidavit
Undertaking/Indem Letter
Payoff Letter
FIRPTA
1099
Seller Authorization
Probate Docs
FHA Settlement Certification

TO SELLER'S ATTORNEY

CHECKS

Payoff \$	to	bank chk/ wire/ trustee
Payoff \$	to	bank chk/ wire/ trustee
Proceeds \$	to	bank chk/ wire/ trustee
CTB \$	to	bank chk/ wire/ trustee
	to	bank chk/ wire/ trustee

SELLER CLOSING CHECKLIST

SELLERS:
BUYERS:
PROPERTY:

FROM BUYER'S ATTORNEY

<u>REQ'D</u>	<u>REC'D</u>	<u>ITEM</u>
		SELLER CLOSING DISCLOSURE

CHECKS

Payoff \$	to	bank chk/ wire/ trustee
Payoff \$	to	bank chk/ wire/ trustee
Proceeds \$	to	bank chk/ wire/ trustee
Seller CTB \$	to	bank chk/ wire/ trustee
	to	bank chk/ wire/ trustee

Collect Deposit -

TO BUYER'S ATTORNEY

<u>REQ'D</u>	<u>DEL'D</u>	<u>ITEM</u>
		Deed
		Owner's Affidavit
		CO/Smoke Affidavit
		Undertaking/Indem Letter
		Payoff Letter
		FIRPTA
		1099
		Conveyance Form

Conveyance \$
Conveyance \$
Wire Fee \$

Addendum to Purchase and Sale Agreement
EXTENSION FOR PERFORMANCE / EXTENSION OF CONTINGENCY

In reference to the Agreement of Sale between _____, the Seller(s),
and _____, the Buyer(s), dated _____, covering the real
property commonly known as _____, the undersigned
Sellers and Buyers hereby agree to the following:

1. **Extension of DEPOSIT DATE**

from _____ to _____
(date) (date)

2. **Extension of INSPECTION DATES**

Home Inspection from _____ to _____
(date) (date)

Termite Inspection from _____ to _____
(date) (date)

Radon Inspection from _____ to _____
(date) (date)

Lead Paint Inspection from _____ to _____
(date) (date)

Septic System Inspection from _____ to _____
(date) (date)

Water Quality Inspection from _____ to _____
(date) (date)

Other: _____ from _____ to _____
(date) (date)

3. **Extension of MORTGAGE CONTINGENCY**

To extend the time for Mortgage Contingency of said Agreement to and including date of
_____ 20 _____. All other terms and conditions of said Agreement remain the same.

4. **Extension of CLOSING DATE**

To extend the time of closing of said Agreement to and including date of _____ 20 _____. All
other terms and conditions of said Agreement remain the same.

The herein Agreement, upon its execution by both parties, is herewith made an integral part of aforementioned Agreement
of Sale.

_____ Seller	_____ Date	_____ Buyer	_____ Date
-----------------	---------------	----------------	---------------

_____ Seller	_____ Date	_____ Buyer	_____ Date
-----------------	---------------	----------------	---------------



REAL ESTATE PURCHASE CONTRACT
Greater Hartford Association of REALTORS®, Inc.



When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

1. Parties

Buyer

Name(s) _____

Address _____

Seller

Name(s) _____

Address _____

2. Property. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property, known as

Number _____ Street _____ Town _____, CT _____ Zip Code _____ ("Property").

3. Fixtures and Personal Property. Except as specifically indicated below or on the attached Property Inclusions/Exclusions Rider (if checked), all fixtures located on the Property are included in this sale, and all personal property located on the Property is excluded from this sale. Included as fixtures in this sale as part of the Property are the buildings, structures and improvements now thereon, and the fixtures belonging to the Seller and used in connection therewith, including, if any, all blinds, window shades, screens, doors, door and window hardware, wood and gas stoves, storm windows, landscaping, awnings, shutters, electrical and lighting fixtures, door mirrors, pumps, mailboxes, plumbing fixtures, cabinetry, door and cabinet hardware, pool house and other outbuildings, mantels, flagpoles, alarm system and codes, swimming pool and swimming pool pumps and equipment (if any), garbage disposal, garage door openers, central air conditioning equipment, and built-in dishwashers. **No part of the purchase price below is assigned to any personal property or fixtures.**

☐ See Property Inclusions/Exclusions Rider attached. (CHECK IF APPLICABLE)

The following personal property is INCLUDED (NOT APPLICABLE UNLESS FILLED IN): _____

The following fixtures are EXCLUDED (NOT APPLICABLE UNLESS FILLED IN): _____

4 (a), (b), (c) and (d) BELOW ARE NOT APPLICABLE UNLESS FILLED IN

4. Price. The total purchase price is \$ _____

(a) Buyer has made the following deposit with this Contract, to be applied to the total purchase price, subject to collection:

(b) Buyer will make the following additional deposit by cashier's or certified check on or before _____ calendar days after the date that this Real Estate Contract is fully executed, to be applied to the purchase price or closing costs, subject to collection:

(c) Buyer will assume the existing mortgage on the Property which, at the closing, will not be in default and will have a principal balance of approximately:

(d) Buyer will pay the following amount at the closing by cashier's or certified check by obtaining a Bank or institutional Mortgage as described in paragraph 5:

(e) Buyer will pay the following balance at the closing by cashier's or certified check:

(f) **TOTAL (If the total shown in 4(f) exceeds the total purchase price, the excess shall be returned to Buyer at closing.)**

\$ _____

Buyer Initial _____ Date _____

Seller Initial _____ Date _____

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 Nutmeg Properties, 22 Mountain Ave, Unit D Bloomfield, CT 06002

Phone: (860)463-0841

Fax:

Mike Trinh

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

(GHAR Form #A-1)

GHAR contract

THE FOLLOWING MORTGAGE CONTINGENCY IS NOT APPLICABLE UNLESS FILLED IN

5. Mortgage Contingency. Buyer will make prompt and diligent efforts to obtain a written commitment for a mortgage loan ("Mortgage") from a bank or other institutional lender on or before _____ ("Mortgage Contingency Date"). Buyer will provide Seller and Broker, not later than the Mortgage Contingency Date, with a copy of any written commitment for a Mortgage obtained by Buyer. Buyer will pay all application fees, points (not to exceed _____), and other charges in accordance with the policies established by the applicable lender. The Mortgage must be on the following terms:

(a) Amount \$ _____ (b) Maximum initial interest rate: _____ % per annum (c) Minimum term: _____ years (d) Types of mortgage: CHECK THE FOLLOWING AS APPLICABLE:

- ☐ Conventional Fixed Rate ☐ CHFA ☐ FHA ☐ Other: _____
☐ Conventional Variable Rate ☐ VA (Seller will pay termite inspection charges if required by the applicable lender.)

CHECK ONE OF THE FOLLOWING, AS APPLICABLE:

- ☐ Buyer represents that upon obtaining Mortgage, Buyer will have sufficient funds to close without the necessity of selling any real estate.
☐ Buyers ability to close is contingent upon the sale of Buyer's property. See attached Rider.

If Buyer cannot obtain a written commitment for the Mortgage, Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If Buyer obtains a written commitment but such commitment contains any of the following conditions and such condition(s) has/have not been satisfied on or before the Mortgage Contingency Date: appraisal, lender verification of employment, lender verification that Buyer has sufficient funds to close, lender approval of Buyer's creditworthiness, or if applicable, lender approval of common interest community; then Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If the reason for Buyer's termination of this Contract is that the lender to which Buyer applied for the Mortgage denied such application, then Seller shall be entitled to request from and receive from Buyer a copy of the adverse action notice which is required to be delivered to the Buyer by such bank or institutional lender under the Fair Credit Reporting Act. If the reason for Buyer's termination of this Contract is that the commitment received by Buyer did not meet the requirements set forth in this paragraph 5, then Buyer shall provide Seller with a copy of such commitment not later than the Mortgage Contingency Date.

If Buyer does not elect to so terminate, then this Contract will remain in full force and effect free of this mortgage contingency, unless Seller, within seven (7) days from the Mortgage Contingency Date, gives written notice to Buyer and Broker that Seller has elected to terminate this Contract as a result of Buyer's inability to obtain such commitment. If either party so terminates this Contract, then all deposits will be returned to Buyer, and, except as provided in paragraph 17, the obligations of the parties under this Contract shall end.

6. Deposit and Escrow of Deposits. The deposit(s) payable under this Contract shall be made at the stated time(s) and shall be made by check (cashier's or certified check, if applicable) payable to the listing Broker. Time is of the essence with respect to payment of such deposit(s), and if any deposit payable under this Contract is not so paid by Buyer at the stated time, and if such failure shall continue for a period of three (3) calendar days thereafter, then until such time as Buyer makes such deposit(s) Seller shall have the right to (a) declare Buyer to be in default and (b) terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder. All deposits will be held in escrow by listing Broker in accordance with Connecticut law until: CHECK ONE.

- ☐ The earlier of (a) the date on which the Buyer obtains the mortgage commitment described in Section 5, or (b) the eighth (8th) day following the Mortgage Contingency Date.
☐ Transfer of title.

7. Closing. The closing will take place on _____ (date) or sooner as mutually agreed by the parties. The closing will be held at the offices of the Buyer's attorney or at such other place as Buyer's mortgage lender may reasonably require.

8. Possession at Closing; Condition of Property; Risk of Loss. At the time of closing, possession and occupancy of the improvements and personal property on the Property included in this Contract shall be delivered to Buyer in the condition they were in on the date of this Contract, subject to ordinary wear and use and, except as otherwise agreed by the parties, free of all tenants and occupants. Seller agrees to deliver the Property to Buyer in broom clean condition. Seller agrees (unless the Property is a common interest community and Seller is not responsible for the grounds) to continue to maintain the grounds until closing. Buyer shall have the right to inspect the Property for compliance with this Contract before the closing, upon reasonable notice to Seller. Risk of loss or damage to the Property shall be upon the Seller until the closing.

Buyer Initial _____ Date _____ Seller Initial _____ Date _____

9. Other Conditions. _____

10. Title. Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, (or Connecticut Form of Fiduciary Deed if Seller is an Executor, Administrator, Conservator or Trustee), subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record; any state of facts an accurate survey or personal inspection of the Property might reveal; provided that none of the above interfere with the present location of any building now located on the Property, prevent the use of the Property as a residence, or render title to the Property unmarketable; (b) current taxes and municipal assessments; (c) any mortgage which Buyer has agreed to assume under this Contract; and (d) the following additional liens and encumbrances which shall be assumed and paid by Buyer in addition to the purchase price (*NOT APPLICABLE UNLESS FILLED IN*): (sewer and water liens will not be assumed by buyer unless specifically stated below)

Seller agrees to furnish such affidavits concerning title, encroachments, mechanics' liens and other items and in such form as Buyer's title insurance company may require in order to allow Buyer to obtain owner's title insurance coverage on the Property or to waive exceptions to the title policy that are objectionable to Buyer's lender.

11. Adjustments. Adjustments for taxes, association fees, rents, water, fire taxes, sewer, interest, fuel, condominium fees, municipal assessments, special assessments, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county or municipality where the Property is located. (See Common Interest Community Rider, if applicable)

12. Default; Liquidated Damages; Remedies. If Buyer defaults under this Contract and Seller is not in default, Buyer's deposits shall be paid over to and retained by Seller as liquidated damages and both parties shall be relieved of further liability under this Contract, except to the extent of Buyer's obligations under paragraph 17.

If Seller defaults under this Contract and Buyer is not in default, Buyer shall be entitled to any and all remedies provided by law and equity including, but not limited to, specific performance and recovery of amounts spent for mortgage application, appraisal, title search, and tests or inspections. If a legal action is brought to enforce any provision of the Contract, the prevailing party, including a broker who is made party to such action and who has not significantly contributed to the default, shall be entitled to court costs and attorneys' fees.

13. Complete Agreement. This Contract contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property.

14. Non-assignability. Buyer shall not assign its rights under this Contract without the written consent of the Seller.

15. Survival. This Contract shall be binding upon and inure to the benefit of the respective personal representatives, heirs, successors and assigns of Buyer and Seller.

16. Equal Housing Rights. Buyer acknowledges that he/she is aware of his/her right to be shown any home within his/her price range in any area specified by Buyer and which is available to the REALTOR® in the area in which he/she is licensed.

17. Home, Pest and Environmental Inspection/Tests. Buyer acknowledges that Buyer has the opportunity to make a full and complete inspection of the Property and other improvements, to the extent desired by Buyer. If Buyer elects to make a less than thorough inspection, Buyer waives any right to object to any defects in the Property and other improvements that would have been disclosed by a full and complete inspection. Buyer has the right to have the lead inspection or risk assessment described below (unless voluntarily waived by Buyer) and the other inspections checked below performed on the Property. Buyer must arrange and pay for all inspections including any additional inspections recommended by the inspector (except if the mortgage described in paragraph 5 is VA, Seller will pay termite inspection charges to the extent required by the applicable lender). Buyer must give Seller written notice of any inspection that does not meet the standards set forth below together with a copy of the relevant pages of the inspection report, on or before _____ calendar days after the date that this Contract is fully executed (Inspection Contingency Date). If Buyer does not give Seller such notice, Seller shall have no responsibility or obligation concerning any condition to which this paragraph 17 applies. At Buyer's sole cost and expense, Buyer shall restore the Property to substantially the same condition it was in immediately before any inspections.

Buyer Initial _____ Date _____ Seller Initial _____ Date _____

If an inspection report given by Buyer to Seller on or before the Inspection Contingency Date reveals that the Property or other improvements do not meet the terms set forth below, then Buyer may, at Buyer's option, terminate this Contract by giving Seller written notice of termination no later than the Inspection Contingency Date. Alternatively, Buyer may give Seller the option to correct the conditions that are unacceptable to Buyer. If Seller and Buyer cannot reach a mutually satisfactory written agreement regarding the correction of these matters, then Buyer may terminate this Contract by giving Seller written notice of termination no later than 3 calendar days after the Inspection Contingency Date. Failure by Buyer to so terminate relieves Seller from all responsibility and obligation concerning any condition to which this paragraph 17 applies. If Buyer terminates this Contract pursuant to Buyer's rights under this paragraph 17, Buyer shall receive all deposited sums and the obligations of the parties under this Contract shall end, except with respect to the obligations under this paragraph 17.

In consideration of the rights of inspection, and whether Buyer exercises such rights or not, Buyer hereby releases Seller, Broker and Co-Broker (if any) from any and all liability related to any defects in the Property or the cost of addressing any environmental condition in the Property of which Seller, Broker or Co-Broker, as the case may be, had no actual knowledge before the execution of this Contract. This release and the obligations and agreements of Buyer contained in this paragraph 17 shall survive the deed and the termination of this Contract.

In completing paragraph 17, Buyer and Seller understand that: If the Property is "target housing" under federal law (meaning with some exceptions, housing built before 1978), Seller must permit Buyer a 10-day period (unless the parties mutually agree in writing to a different time period) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and lead-based paint hazards before Buyer is obligated under this Contract. Buyer may waive this right of inspection in writing.

BUYER MAY CONDUCT AN INSPECTION OR RISK ASSESSMENT (as defined by federal law) by a licensed environmental inspector or recognized inspection service for lead-based paint and lead based paint hazards in the Property (as those terms are defined by federal regulation) within the time period stated in paragraph 17, with the results being satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any such inspection. Buyer may waive this right by completing the WAIVER below (if applicable, Buyer executed HUD notice on lead-based substances, attached).

☐ **WAIVER.** By initialing here: _____, Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards in the Property. Seller acknowledges such waiver by initialing here: _____

[Applicable Only If Checked]

☐ **A HOME INSPECTION** performed by an engineer licensed by the State of Connecticut or a home inspection service licensed by the State of Connecticut indicating that the buildings and other improvements located on the Property are structurally sound and that the mechanical, electrical and plumbing systems of any of the buildings are in good repair.

☐ **A TERMITE OR WOOD DESTROYING INSECT INSPECTION** performed by a licensed exterminator or inspection service licensed by the State of Connecticut and indicating that the buildings on the Property are not infested by termites or wood-boring insects and that the buildings on the Property are not damaged as a result of such infestation.

☐ **OTHER ENVIRONMENTAL INSPECTIONS/TESTS** of the buildings located on the Property for ☐ asbestos; ☐ radon; ☐ mold; and ☐ _____ (other), performed by a licensed environmental inspector or inspection service licensed by the State of Connecticut, the results of which are satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any inspection and/or test.

18. Riders. The riders which are checked below and which are attached to the Contract are made part of this Contract.

APPLICABLE ONLY IF CHECKED

RIDERS:

- ☐ Appraisal ☐ As Is ☐ Attorney Approval ☐ Combined Contingency Addendum ☐ Common Interest Community Rider ☐ Insulation (New Homes only) ☐ Perc/Pit Test ☐ Sale of Buyer's Residence Contingency (AKA Hubbard) ☐ Sale of Buyer's Residence Contingency (Under Contract) ☐ Short Sale ☐ Septic/Well ☐ TRID Rider ☐ Other _____

Buyer Initial _____ Date _____ Seller Initial _____ Date _____

19. (a) Property Condition Disclosure Report. To the extent required by P.A. 95-311, Seller shall furnish Buyer with a Residential Property Condition Disclosure Report before Buyer's execution of this Contract or credit Buyer with \$500 toward the purchase price at closing.

(b) **Smoke and Carbon Monoxide Detectors.** In the event the Property is a one or two family residence and Seller fails to provide Buyer at closing with an affidavit concerning smoke and carbon monoxide detectors required by P.A. 13-272, Seller shall credit Buyer with the sum of \$250 at closing unless the transaction is otherwise exempted under subsection (e) of such Act.

20. Notices to Buyer. (a) Lists of Hazardous Waste Sites. Buyer is notified that the Department of Energy and Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town to the Town Clerk's office. Buyer should refer to these lists and the Department of Energy and Environmental Protection for information on environmental questions concerning the Property and the lands surrounding the Property. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327f of the Connecticut General Statutes.

(b) **Lists of Properties where Shooting Sports Conducted.** Buyer is notified that a list of local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk's office. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327g of the Connecticut General Statutes.

(c) **Information Concerning Environmental Matters.** Buyer is notified that information concerning environmental matters on the Property and surrounding properties is available from the federal Environmental Protection Agency, the National Response Center, the Department of Defense and third-party providers.

(d) **Educational Material Concerning Well Water Testing.** If the Property is served by a private well, Buyer is notified that important educational material concerning private well testing is available on the Department of Public Health's web site.

21. Execution by Electronic Methods. The parties agree that they may enter into this Contract (including any amendments and riders hereto) via facsimile (fax) machine and/or email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments or riders hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

Buyer elects to use:

___ Fax: Fax number is: _____

___ Email: Email address is: _____

Seller elects to use:

___ Fax: Fax number is: _____

___ Email: Email address is: _____

If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

22. Broker(s). Buyer and Seller recognize _____ (firm name) and _____ (firm name) as the sole broker(s) in this transaction.

When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

BUYER

SELLER

Date: _____

Date: _____

After recording return to:

WAIVER OF RIGHT OF FIRST REFUSAL

KNOW ALL MEN BY THESE PRESENTS, _____ a Connecticut Corporation having an office _____, does hereby **release** a certain **WAIVER OF RIGHT OF FIRST REFUSAL** as to the following described unit (_____), to which reference may be had:

All that certain real property described as Unit No. _____ of

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this ____ day of _____, 20__

Witnessed By: _____ CONDOMINIUM ASSOCIATION, INC.

BY: _____
Its _____

STATE OF CONNECTICUT
COUNTY OF _____ ss: _____

On this ____ of _____, 20__, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ for _____ a Connecticut 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 _____ as his free act and deed and the free act and deed of the corporation.

In witness whereof I hereunto set my hand.

Notary Public
My Comm. Exp. _____

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	

Commitment No.: **HART6692353**

CLIENT NAME OR FILE NO: **1 RUM HAM ROAD, NEW HAVEN**

Issued To: **BIRD LAW GROUP, P.C.**

Attn: **CHARLIE KELLY, ESQ**

1. Effective Date: **February 24, 2017 at 1:00 p.m.**

2. Policy (or Policies) to be issued:

AMOUNT

- | | |
|---|----------------------|
| a. ALTA Owner's Policy (06-17-06): | \$ |
| EAGLE Owner's Policy: | \$ 750,000.00 |
| Proposed Insured: Deandra Reynolds | |
| | |
| b. ALTA Loan Policy (06-17-06): | \$ 562,500.00 |
| EAGLE Loan Policy: | \$ |
| Proposed Insured: First Philly Financial
1 Brotherly Love Plaza
Philadelphia, PA 19106 | |
| | |
| c. ALTA Loan Policy (06-17-06): | \$ |
| EAGLE Loan Policy: | \$ |
| Proposed Insured: | |

3. The estate or interest in the land described or referred to in this Commitment is:
(Identify estate covered, i.e., Fee, Leasehold, etc.)

FEE SIMPLE

4. Title to the estate or interest in the land is at the Effective Date vested in:

Dennis Reynolds, by virtue of the warranty deed recorded July 15, 2009 in Volume 9022 at Page 30 of the New Haven Land Records.

5. The land referred to in this Commitment is described as follows:

Real property known as: **1 Rum Ham Road, New Haven, Connecticut**

Described as follows: See Schedule A, Property Description, attached

SCHEDULE A, PROPERTY DESCRIPTION

All that certain piece or parcel of land, with the buildings and improvements thereon, situated in the City of New Haven, County of New Haven and State of Connecticut, bounded and described as follows:

NORTHEASTERLY: by Rum Ham Road, 400 feet;

SOUTHEASTERLY: by land now or formerly of Ronald "Mac" McDonald, 396 feet, more or less;

SOUTHWESTERLY: by land now or formerly of Matthew Mara, 400 feet; and

NORTHWESTERLY: by land now or formerly of Liam and Ryan McPoyle, 396 feet, more or less.

Said premises are more particularly shown as "Parcel A" on a survey entitled "Map of Property owned by Frank Reynolds, Rum Ham Road, New Haven, Conn.", Scale 1" = 40', May 1997, surveyed by Country Mac, Civil Engineer, Clinton, Conn.

TOGETHER WITH the rights and easements set forth in a Declaration of Easements, Covenants, Conditions and Restrictions by Frank Reynolds dated July 5, 1997 and recorded in Volume 5021 at Page 100 of the New Haven Land Records.

 First American Title™	Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Schedule BI	

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. The Seller/Borrower must execute the Company's Owner's Affidavit
5. If there is a current survey of the Land, the Seller/Borrower must complete the survey update portion of the Company's Owner's Affidavit. The survey must be submitted, and any adverse matters shown on the survey must be excepted on Schedule B.
6. If labor or materials have been supplied to the premises within the 90 days prior to and including the Date of Policy, or if labor and/or materials have been contracted for future construction or if any contractor has been hired for contemplated work, service or materials, the Company's applicable affidavits, indemnities, subordinations and/or lien waiver forms must be fully completed and submitted prior to closing, all in accordance with the Company's current underwriting standards and guidelines.
7. If there are tenants or parties in possession other than recorded leases shown in Schedule B, rights of those tenants and parties in possession must be excepted on Schedule B.
8. All municipal taxes, special tax district taxes, water and sewer use charges, and municipal and private association charges and/or assessments including common interest community common charges and special assessments must be paid current to date of policy.
9. Authority documentation for the transaction and the entities involved as may be required by the Company.
10. The matters set forth in the following exceptions must be paid and released of record at or prior to Date of Policy:
 - a. Mortgage from Frank Reynolds to Shadynasty Bank, N.A., in the original principal amount of \$50,000, dated January 17, 1987 and recorded on January 18, 1987 in Volume 4011 at Page 120 of the New Haven Land Records. [NOTE – Prior owner mortgage. No release of record].
 - b. Mortgage from Dennis Reynolds to Flipadelphia Savings & Loan, in the original principal amount of \$600,000.00 Dated July 15, 2009 and recorded July 15, 2009 in Volume 8022 at Page 33 of the New Haven Land Records. Mortgage assigned to Atwater Capitol, Inc. by Assignment of Mortgage dated July 30, 2009 and recorded July 31, 2009 in Volume 8023 at Page 21. Release of Mortgage from Flipadelphia Savings & Loan dated August 1, 2011 and recorded August 20, 2011 in Volume 9034 at Page 266. [NOTE - No assignment to Flipadelphia Savings & Loan was found].
 - c. Mortgage from Dennis Reynolds to Pepe Silvia Financial Services, Inc., in the original principal amount of \$500,000.00 Dated July 1, 2011 and recorded July 1, 2011 in Volume 9077 at Page 33 of the New Haven Land Records.

 First American Title™	Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Schedule BII	

EXCEPTIONS

This policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties other than the insured in actual possession or under unrecorded leases of any or all of the land.
2. Easements or claims of easements not shown by the public records, encroachments, violations, variations or adverse circumstances affecting the Title that would be disclosed by an accurate survey of the Land.
3. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
5. Liens for taxes and assessments which become due and payable subsequent to date of policy.
6. Sewer and water use charges as may be due and payable. Contact GNH WPCA and SSC RWA.
7. Real Estate Taxes to the City/Town of New Haven on the list of October 1, 2015. First half paid, second half in the amount of \$7,720.00 DELINQUENT.

Note: List # 6697125 Map: 47 Block: 29 Lot: 1
8. Real Estate taxes to the Town of on the List of October 1, 2016 and thereafter.

Continued...

 First American Title™	Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Schedule BII -continued	

9. Easement in favor of The Connecticut Gas Company dated July 31, 1977 and recorded August 5, 1977 in Volume 3202 at Page 127 of the New Haven Land Records. .
10. Variance dated May 8, 1996 and recorded May 9, 1996 in Volume 4992 at Page 188 of the New Haven Land Records.
11. Easements and restrictions as set forth in a Declaration of Easements, Covenants, Conditions and Restrictions by Frank Reynolds dated July 5, 1997 and recorded in Volume 5021 at Page 100 of the New Haven Land Records.

24 MONTH CHAIN OF TITLE (Residential properties):

1. Warranty Deed from Geno Reynolds to Frank Reynolds dated March 17, 1975 and recorded March 20, 1975 in Volume 3101 at Page 66 of the New Haven Land Records.

Warranty Deed from Frank Reynolds to Dennis Reynolds dated July 15, 2009 and recorded July 15, 2009 in Volume 9022 at Page 30 of the New Haven Land Records.

END OF SCHEDULE BII

First American Title Insurance Company

LOAN POLICY OF TITLE INSURANCE

SCHEDULE A

Name and Address of Title Insurance Company: **First American Title Insurance Company**, 1 First American Way, Santa Ana, California 92707

File Number HART6692353	Policy Number 5011300-6692353	Date of Policy March 24, 2017	Amount of Insurance \$562,000.00
--	--	--	---

1. Name of Insured:
**First Philly Financial
1 Brotherly Love Plaza
Philadelphia, PA 19106**
2. The estate or interest in the Land described that is encumbered by the Insured Mortgage is:
Fee Simple
3. Title is vested in: **Deandra Reynolds**
4. The Insured Mortgage and its assignments, if any, are described as follows:

Mortgage in the amount of **\$562,500.00** from **Deandra Reynolds** to **First Philly Financial** dated **March 24, 2017** and recorded **March 24, 2017** at **11:00 a.m.** in the **New Haven** Land Records.
5. The Land referred to in this policy is described as follows:

(See Exhibit A Legal Description attached hereto.)

Address Reference:

1 Rum Ham Road, New Haven, Connecticut

By: _____
Charles Kelly

First American Title Insurance Company

LOAN POLICY SCHEDULE B EXCEPTIONS FROM COVERAGE

File No. HART6692353

Policy No.: 5011300-6692353

PART I

This Policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses that arise by reason of the following:

1. Rights or claims of parties other than the insured in actual possession or under unrecorded leases of any or all of the Land.
2. Easements or claims of easements not shown by the public records, encroachments, encumbrances, violations, variations or adverse circumstances affecting the Title that would be disclosed by an accurate survey of the Land.
3. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Liens for taxes and assessments which become due and payable subsequent to the date of policy.
5. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of the insured premises or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.

[X] FOR ADDITIONAL EXCEPTIONS, SEE SCHEDULE B CONTINUED

Exceptions numbered 1, 2, and 3 are hereby omitted from the Loan Policy.

The following coverage, as checked, is hereby given with respect to this **Loan Policy** to the same extent as if the endorsement checked was attached to said policy:

- [] ALTA 4.1.06 Condominium Endorsement
- [] ALTA 5.1.06 Planned Unit Development Endorsement
- [] ALTA 6.06 Variable Rate Mortgage Endorsement
- [] ALTA 6.2.06 Variable Rate Negative Am. Endorsement
- [X] ALTA 8.1.06 Environmental Protection Lien Endorsement (This Endorsement is hereby completed by adding to the end of Paragraph (b) thereof: "None".)
- [X] Residential Mortgage Endorsement
- [X] Secondary Mortgage Market Endorsement

First American Title Insurance Company

LOAN POLICY SCHEDULE B EXCEPTIONS FROM COVERAGE

File No. HART6692353

Policy No.: 5011300-6692353

PART I

7. Easement in favor of The Connecticut Gas Company dated July 31, 1977 and recorded August 5, 1977 in Volume 3202 at Page 127 of the New Haven Land Records.
8. Variance dated May 8, 1996 and recorded May 9, 1996 in Volume 4992 at Page 188 of the New Haven Land Records.
9. Easements and restrictions as set forth in a Declaration of Easements, Covenants, Conditions and Restrictions by Frank Reynolds dated July 5, 1997 and recorded in Volume 5021 at Page 100 of the New Haven Land Records.

First American Title Insurance Company

**LOAN POLICY SCHEDULE B
EXCEPTIONS FROM COVERAGE**

File No. HART6692353

Policy No.: 5011300-6692353

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

None

First American Title Insurance Company

EXHIBIT A (LEGAL DESCRIPTION)

All that certain piece or parcel of land, with the buildings and improvements thereon, situated in the City of New Haven, County of New Haven and State of Connecticut, bounded and described as follows:

NORTHEASTERLY: by Rum Ham Road, 400 feet;

SOUTHEASTERLY: by land now or formerly of Ronald "Mac" McDonald, 396 feet, more or less;

SOUTHWESTERLY: by land now or formerly of Matthew Mara, 400 feet; and

NORTHWESTERLY: by land now or formerly of Liam and Ryan McPoyle, 396 feet, more or less.

Said premises are more particularly shown as "Parcel A" on a survey entitled "Map of Property owned by Frank Reynolds, Rum Ham Road, New Haven, Conn.", Scale 1" = 40', May 1997, surveyed by Country Mac, Civil Engineer, Clinton, Conn.

TOGETHER WITH the rights and easements set forth in a Declaration of Easements, Covenants, Conditions and Restrictions by Frank Reynolds dated July 5, 1997 and recorded in Volume 5021 at Page 100 of the New Haven Land Records.

RESIDENTIAL MORTGAGE ENDORSEMENT SECONDARY MARKET

The Company insures the owner of the indebtedness secured by the insured mortgage against actual loss or damage sustained by reason of any inaccuracies in the following assurances:

1. That the location of any easement and/or right of way referred to in Schedule B is ascertainable and fixed; and/or

That the exercise of any rights pursuant to any easement and/or right of way referred to in Schedule B will not interfere with the use of the buildings and improvements presently located on the insured premises for residential purposes, and that none of the improvements located on the insured premises encroach upon any easement or right of way.
2. That there are no violations of any covenant, condition, restriction referred to in Schedule B, and that a future violation will not cause a forfeiture or reversion of title or otherwise affect the lien of the insured mortgage.
3. That there are no discrepancies, conflicts in the boundary lines, shortage in area, violations, variations, encroachments, adverse circumstances or other facts which an accurate survey would disclose relating to the land.

To the extent that they are checked, the following standard ALTA Endorsements are incorporated by reference as if they were attached to the policy:

- | | | |
|-------------------------------------|--------------|--|
| <input type="checkbox"/> | ALTA-4.1 -06 | - Condominium Endorsement |
| <input type="checkbox"/> | ALTA-5.1-06 | - PUD Endorsement |
| <input type="checkbox"/> | ALTA-6-06 | - Variable Rate Mortgage Endorsement |
| <input type="checkbox"/> | ALTA-6.2-06 | - Negative Amortization Endorsement |
| <input checked="" type="checkbox"/> | ALTA-8.1-06 | - Environmental Lien Endorsement - Referring to "the following state statute" in sub-paragraph (b): "NONE" |
| <input type="checkbox"/> | ALTA-9-06 | - Restrictions, Encroachments & Minerals Endorsement |
| <input type="checkbox"/> | ALTA-13.1-06 | - Leasehold Loan Endorsement |
| <input type="checkbox"/> | ALTA-14-06 | - Future Advance – Priority Endorsement |
| <input type="checkbox"/> | ALTA-14.3-06 | - Future Advance – Reverse Mortgage Endorsement |

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective Date of Policy, nor as increasing the Amount of Insurance under said policy, unless otherwise expressly stated.

First American Title Insurance Company

By: _____

Authorized Agent

Attached to Loan Policy No.



First American

First American Title Insurance Company

TITLE AFFIDAVIT

The undersigned, being the owner(s) of Property located in the Town of _____ and State of Connecticut and known as _____ ("Property"), being duly sworn, hereby depose(s) and says:

I. Mechanic's Liens:

Within the last ninety (90) days, no person/firm has furnished any labor, services or materials in connection with the construction or repair of any buildings or improvements or site work on the Property, and no work remains to be performed under any existing contracts. [If this statement is not true, please strike this section. Lien waivers must be provided or the mechanic's exception cannot be deleted from Schedule B without Company's approval.]

II. TENANTS:

There are no tenants or parties in possession of the Property. [If there are such parties, please strike this section and list the tenants/parties on the back of this page and identify the portion of the Property in possession. The corresponding Schedule B exception for tenants/parties in possession cannot be deleted without Company approval. The general exception may be deleted if a specific exception for the parties listed is taken in Schedule B.]

**III. SURVEY MATTERS:
(Owners Policy):**

The undersigned has examined the survey which is attached to this affidavit. Said survey reflects the current location of all buildings and improvements on the property.

NOTE: If no survey showing the current status of the property is attached to this affidavit, an exception for matters of survey must appear in Schedule B of any ALTA owners policy to be issued.

(Mortgagee Policy):

The undersigned has been in peaceful and undisturbed possession of the property. There is no dispute or disagreement as to the location of any boundary lines. The undersigned is not aware of any encroachments of structures or other improvements onto the subject property or onto adjoining land or onto any easement area. The undersigned has not allowed any easement or right of way across the subject property and no person has attempted to assert any such right.

IV. TAXES, ASSESSMENTS AND COMMON CHARGES

All real estate taxes, common charges, association dues, common interest community assessments, special taxing district charges, water and sewer charges and municipal charges and assessments are current and the next installment or payment is not yet due and payable.

V. RIGHT OF FIRST REFUSAL

The undersigned has fully complied with the requirements of any Right of First Refusal provisions which may affect the property. Any such Right of First Refusal provision has been effectively waived.

VI. BUILDING PERMITS

The undersigned has no knowledge of any structural modification or improvement on this property that was performed without a building permit and a certificate of occupancy (if applicable).

NOTE: If this item is stricken, an Eagle policy cannot be issued.

This affidavit is made for the purpose of inducing a purchase and/or mortgage of the subject property and to induce FIRST AMERICAN TITLE INSURANCE COMPANY to issue its policy or policies of title insurance. The undersigned acknowledges that the purchaser, mortgage lender and FIRST AMERICAN TITLE INSURANCE COMPANY will rely upon the truth and accuracy of the statements contained herein.

Owner _____

Owner _____

Subscribed and sworn to before me this _____.

Notary Public
Commissioner of the Superior Court



JPMorgan Chase
Control Sheet for Agent Remittances
(One control sheet per transmission)

STARS Account Number: **Error! Reference source not found.**

Agency Name:

Agency Street Address: City:

JPMorgan Chase Lockbox Number: **29974**

Overnight Courier Address (i.e. Fed-Ex, DHL, UPS):

JPMorgan Chase – Lockbox Processing

Attn: FATIC / LBX #**29974**

4 Chase Metrotech Center, 7th Floor East

Brooklyn, NY 11245

(800) 562-5002

United States Postal Service:

First American Title Ins. Co.

P.O. Box **29974**

New York, NY 10087-9974

*****Complete Appropriate Section*****

A. PREMIUM REMITTANCE

Number of Policies Attached: _____

☐ Bill / Invoice Agent: _____
(Policies to be billed and invoiced to agent for payment)

Number of Checks Attached: _____

If Rate is other than standard, indicate here:

___ Refinance/Reissue (Prior liability = \$ _____;
Policy # _____) for multiple policies, attach add'l
Sheets

___ Government/Charitable (Policy # _____)

___ Foreclosure (Policy # _____)

___ Bulk (Policy # _____)

___ Negotiated Rate (Policy # _____)

Total Dollar Value of Attached Checks: \$ _____

B. PAYMENT FOR A BALANCE DUE

Total Dollar Value of Attached Check: \$ _____

Check Appropriate Box

☐ Policy #: _____ ☐ Endorsement Related Policy #: _____

☐ Invoice #: _____ (or attach copy of invoice)

C. SCAN ONLY

☐ Attached are policies or endorsements that need to be scanned into Back Title for which remittance has previously been paid.

Comments – Out of Balance Notes – Special Instructions for Scanning Department:

*Confirm that all policies are legible and complete.
Attach this control sheet to the top of your batch and retain a copy for your records.*

Prepared By: _____ Date Sent: _____

First American Title Insurance Company

OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE A

Name and Address of Title Insurance Company: **First American Title Insurance Company,
1 First American Way, Santa Ana, California 92707.**

**File Number
HART6692353**

**Policy Number
5006400-6692353**

**Date of Policy
March 24, 2017**

**Amount of Insurance
\$750,000.00**

1. Name of Insured: **Deandra Reynolds**
2. The estate or interest in the Land described that is insured by this policy is: **Fee Simple**
3. Title is vested in: **the Insured**
4. The Land referred to in this policy is described as follows: **1 Rum Ham Road, New Haven**
(See Exhibit A Legal Description attached hereto.)

By: _____
Charles Kelly

First American Title Insurance Company

OWNER'S POLICY EXHIBIT A (LEGAL DESCRIPTION)

All that certain piece or parcel of land, with the buildings and improvements thereon, situated in the City of New Haven, County of New Haven and State of Connecticut, bounded and described as follows:

NORTHEASTERLY: by Rum Ham Road, 400 feet;

SOUTHEASTERLY: by land now or formerly of Ronald "Mac" McDonald, 396 feet, more or less;

SOUTHWESTERLY: by land now or formerly of Matthew Mara, 400 feet; and

NORTHWESTERLY: by land now or formerly of Liam and Ryan McPoyle, 396 feet, more or less.

Said premises are more particularly shown as "Parcel A" on a survey entitled "Map of Property owned by Frank Reynolds, Rum Ham Road, New Haven, Conn.", Scale 1" = 40', May 1997, surveyed by Country Mac, Civil Engineer, Clinton, Conn.

TOGETHER WITH the rights and easements set forth in a Declaration of Easements, Covenants, Conditions and Restrictions by Frank Reynolds dated July 5, 1997 and recorded in Volume 5021 at Page 100 of the New Haven Land Records.

First American Title Insurance Company

OWNER'S POLICY SCHEDULE B EXCEPTIONS FROM COVERAGE

Policy No.: 5006400-6692353

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

1. Rights or claims of parties other than the insured in actual possession or under unrecorded leases of any or all of the Land.
2. Easements or claims of easements not shown by the public records, encroachments, encumbrances, violations, variations or adverse circumstances affecting the Title that would be disclosed by an accurate survey of the Land.
3. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Liens for taxes and assessments which become due and payable subsequent to the date of policy.
5. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of the insured premises or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.

[X] FOR ADDITIONAL EXCEPTIONS, SEE SCHEDULE B CONTINUED

Exceptions numbered 1, 2, and 3 are hereby omitted from the Owner's Policy.

CONDOMINIUM COVERAGE

If the insured premises is a condominium unit, the coverages contained in the ALTA 4.1.06 Condominium Endorsement are hereby given with respect to this Owner's Policy to the same extent as if the endorsement was attached to this policy.

INFLATION PROTECTION COVERAGE (For One-to-Four Residential Properties ONLY)

The Inflation Protection Endorsement (Form No. 55-10206) is hereby incorporated into this Owner's Policy to the same extent as if the Endorsement was attached to this policy, provided that the conditions of the endorsement are met.

First American Title Insurance Company

OWNER'S POLICY SCHEDULE B EXCEPTIONS FROM COVERAGE

Policy No.: 5006400-6692353

7. Easement in favor of The Connecticut Gas Company dated July 31, 1977 and recorded August 5, 1977 in Volume 3202 at Page 127 of the New Haven Land Records.
8. Variance dated May 8, 1996 and recorded May 9, 1996 in Volume 4992 at Page 188 of the New Haven Land Records.
9. Easements and restrictions as set forth in a Declaration of Easements, Covenants, Conditions and Restrictions by Frank Reynolds dated July 5, 1997 and recorded in Volume 5021 at Page 100 of the New Haven Land Records.



First American Title™

Addressee:

**First Philly Financial
1 Brotherly Love Plaza
Philadelphia, PA 19106**

Date: February 7, 2019

Name of Issuing Agent or Approved Attorney (the "Issuing Agent" or "Approved Attorney," as the case may require):

Charles Kelly
Bird Law Group, P.C.

Transaction (the "Real Estate Transaction"):

**Deandra Reynolds
1 Rum Ham Road
New Haven, CT 06512
Closing Date: March 24, 2017
Loan No. 5555785**

Re: Closing Protection Letter

Dear Sir or Madame:

In consideration of Your acceptance of this letter, First American Title Insurance Company (the "Company"), agrees to indemnify You for actual loss of Funds incurred by You in connection with the closing of the Real Estate Transaction conducted by the Issuing Agent or Approved Attorney on or after the date of this letter, subject to the Conditions and Exclusions set forth below and provided:

- (A) the Company issues or is contractually obligated to issue a Policy for Your protection in connection with the closing of the Real Estate Transaction;
- (B) You are to be the (i) lender secured by the Insured Mortgage or (ii) purchaser or lessee of the Title;
- (C) the aggregate of all Funds You transmit to the Issuing Agent or Approved Attorney for the Real Estate Transaction does not exceed \$5,000,000.00; and
- (D) Your loss is solely caused by:
 - 1. failure of the Issuing Agent or Approved Attorney to comply with Your written closing instructions that relate to:
 - (a) the disbursement of Funds necessary to establish the status of the Title or the validity, enforceability, or priority of the lien of the Insured Mortgage; or
 - (b) the obtaining of any document, specifically required by You, but only to the extent that the failure to obtain the document affects the status of the Title or the validity, enforceability, or priority of the lien of the Insured Mortgage;

or



*First American Title*TM

2. fraud, theft, dishonesty, or misappropriation of the Issuing Agent or Approved Attorney in handling Your Funds or documents in connection with the closing, but only to the extent that the fraud, theft, dishonesty, or misappropriation relates to the status of the Title or to the validity, enforceability, or priority of the lien of the Insured Mortgage.

Conditions and Exclusions

1. Your transmittal of Funds or documents to the Issuing Agent or Approved Attorney constitutes Your acceptance of this letter.
2. For purposes of this letter:
 - a. "Commitment" means the Company's written contractual agreement to issue the Policy.
 - b. "Funds" means the money received by the Issuing Agent or Approved Attorney for the Real Estate Transaction.
 - c. "Policy" or "Policies" means the contract or contracts of title insurance, each in a form adopted by the American Land Title Association, issued or to be issued by the Company in connection with the closing of the Real Estate Transaction.
 - d. "You" or "Your" means the Addressee of this letter, the borrower if the Land is solely improved by a one-to-four family residence, and subject to all rights and defenses relating to a claim under this letter that the Company would have against the Addressee,
 - (i) the assignee of the Insured Mortgage; and
 - (ii) the warehouse lender in connection with the Insured Mortgage.
 - e. "Indebtedness," "Insured Mortgage," "Land," and "Title" have the same meaning given them in the American Land Title Association Loan Policy (06-17-06).
3. The Company shall have no liability under this closing protection letter for loss arising out of:
 - a. failure of the Issuing Agent or Approved Attorney to comply with Your closing instructions that require title insurance protection inconsistent with that set forth in the Commitment. Your written closing instructions received and accepted by the Issuing Agent or Approved Attorney after issuing the Commitment that require the removal, where allowed by state law, rule, or regulation, of specific Schedule B Exceptions from Coverage or compliance with the requirements contained in the Commitment shall not be deemed to require inconsistent title insurance protection;
 - b. loss or impairment of Your Funds in the course of collection or while on deposit with a bank due to bank failure, insolvency, or suspension, except loss or impairment resulting from failure of the Issuing Agent or Approved Attorney to comply with Your written closing instructions to deposit the Funds in a bank that You designated by name;
 - c. any constitutional or statutory lien or claim of lien that arises from services, labor, materials, or equipment, if any Funds are to be used for the purpose of construction, alteration, or renovation. This subsection does not affect the coverage, if any, as to any lien for services, labor, materials, or equipment afforded in the Policy;
 - d. fraud, theft, misappropriation, dishonesty, or negligence of Your employee, agent, attorney, or broker;



- e. Your settlement or release of any claim without the Company's written consent;
 - f. any matters created, suffered, assumed, or agreed to or actually known by You;
 - g. Federal consumer financial law, as defined in 12 U.S.C. § 5481(14), or other federal or state laws relating to truth-in-lending, a borrower's ability to repay a loan, qualified mortgages, consumer protection, or predatory lending;
 - h. federal or state laws establishing the standards or requirements for asset-backed securitization including, but not limited to, exemption from credit risk retention;
 - i. the periodic disbursement of Funds to pay for construction, alteration, or renovation on the Land relating to the Real Estate Transaction; or
 - j. the Issuing Agent or Approved Attorney acting in the capacity of a qualified intermediary or facilitator for tax deferred exchange transactions as provided in Section 1031 of the Internal Revenue Code.
4. If the closing is to be conducted by an Approved Attorney, a Commitment must have been received by You prior to the transmittal of Your final closing instructions to the Approved Attorney.
5. When the Company shall have indemnified You pursuant to this letter, it shall be subrogated to all rights and remedies You have against any person or property had You not been indemnified. The Company's liability for indemnification shall be reduced to the extent that You have impaired the value of this right of subrogation.
6. The Company's liability for loss under this letter shall not exceed the least of:
- a. the amount of Your Funds;
 - b. the Company's liability under the Policy at the time written notice of a claim is made under this letter;
 - c. the value of the lien of the Insured Mortgage; or
 - d. the value of the Title insured or to be insured under the Policy at the time written notice of a claim is made under this letter.
7. If You are not a purchaser, borrower, or lessee, You must hold the Indebtedness both at the time that the Company is notified of a claim pursuant to this letter and at the time that payment is made to make a claim for indemnification under this letter.
8. Payment to You or to the owner of the Indebtedness under the Policy or Policies or from any other source shall reduce liability under this letter by the same amount. Payment in accordance with the terms of this letter shall constitute a payment pursuant to the Conditions of the Policy.
9. The Issuing Agent is the Company's agent only for the limited purpose of issuing Policies. Neither the Issuing Agent nor the Approved Attorney is the Company's agent for the purpose of providing closing or settlement services. The Company's liability for Your loss arising from closing or settlement services is strictly limited to the contractual protection expressly provided in this letter. Other than as expressly provided in this letter, the Company shall have no liability for loss resulting from the fraud, theft, dishonesty, misappropriation, or negligence of any party to the Real Estate Transaction, the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction.
10. In no event shall the Company be liable for a loss if the written notice of a claim is not received by the Company within one year from the date of the transmittal of Funds. The condition that the Company must be provided with written notice under this provision shall not be excused by lack of prejudice to the Company.



*First American Title*TM

11. You must promptly send written notice of a claim under this letter to the Company at its principal office at First

American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA

92707. If the Company is prejudiced by Your failure to provide prompt notice, the Company's liability to You under this letter shall be reduced to the extent of the prejudice.

12. The Company shall have no liability under this letter if:

- a. the Real Estate Transaction has not closed within one year from the date of this letter; or
- b. at any time after the date of this letter, but before the Real Estate Transaction closes, the Company provides written notice of termination of this letter to the Addressee at the address set forth above.

13. The protection of this letter extends only to real estate in Connecticut, and any court or arbitrator shall apply the law of the jurisdiction where the Land is located to interpret and enforce the terms of this letter. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law. Any litigation or other proceeding under this letter must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

14. Either the Company or You may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000. There shall be no right for any claim under this letter to be arbitrated or litigated on a class action basis. If You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and You. If the Real Estate Transaction solely involves a one-to-four family residence and You are the purchaser or borrower, the Company will pay the costs of arbitration.

This closing protection letter supersedes and cancels any previous letter or similar agreement for closing protection that applies to the Real Estate Transaction.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY:

Joshua A. Luksberg, Duly Authorized

MUNICIPAL SEARCH REPORT

ISSUED BY: MUNIS4YOU.COM

Order No. CTSTTEST

Issue date: November 17, 2017

Issued to: Law Offices of MunisforDummies LLC

Attn: Attorney

Client Name or File No.: NoOpenPermits

Property Address: 100 Club Road, Stamford, CT

This is not an insurance policy, a guaranty or a commitment to insure. Although this report may have been forwarded to you by First American Title Insurance Company, it has been issued by the party named above. The information contained in this report is based upon information provided by municipal employees to the issuing party named above. No liability is assumed for the accuracy or completeness thereof. Any liability in connection with the issuance of this municipal search report on the part of First American Title Insurance Company and/or the issuing party, whether in contract, tort, indemnification, reliance, or otherwise, is limited to \$2,500 in the aggregate. Notwithstanding the foregoing, neither First American Title Insurance Company nor the issuing party shall be liable for any consequential damages.

BUILDING DEPARTMENT:

Permit #	Date	Description of Work	CO issued
34214	5-25-59	Dwelling	9-8-59 #2682
45378	7-1967	Porch	9-22-67 #7123

Note: See attached permit record street card that shows Electrical Permit #9686 dated 12-2-86. Final inspection dated 12-18-86. "Closed by operation of law. See CGS 29-265 (c)"

Note: See attached Electrical Permit #2006-0858 dated 5-18-06. Service inspection passed dated 7-21-06. Closed by operation of law. See CGS 29-265 (c)

No other Permits, Certificates or Violations were reported.

CONSERVATION COMMISSION:

Property IS NOT located in an area designated as Wetlands.

NOTE: Inland Wetlands are determined by soil type as defined in Chapter 440 of the Connecticut General Statutes. An on-site soil survey must be performed to determine the existence and location of any wetlands.

No known Violations were reported.

ZONING DEPARTMENT:

Property located in ____R-20____ zone.

Permit #	Date	Description of Work
----------	------	---------------------

No known Violations were reported.

A copy of the Zoning Regulations is available on request.

HEALTH DEPARTMENT:

Permit#	Date	Description of Work
---------	------	---------------------

No known Violations were reported.

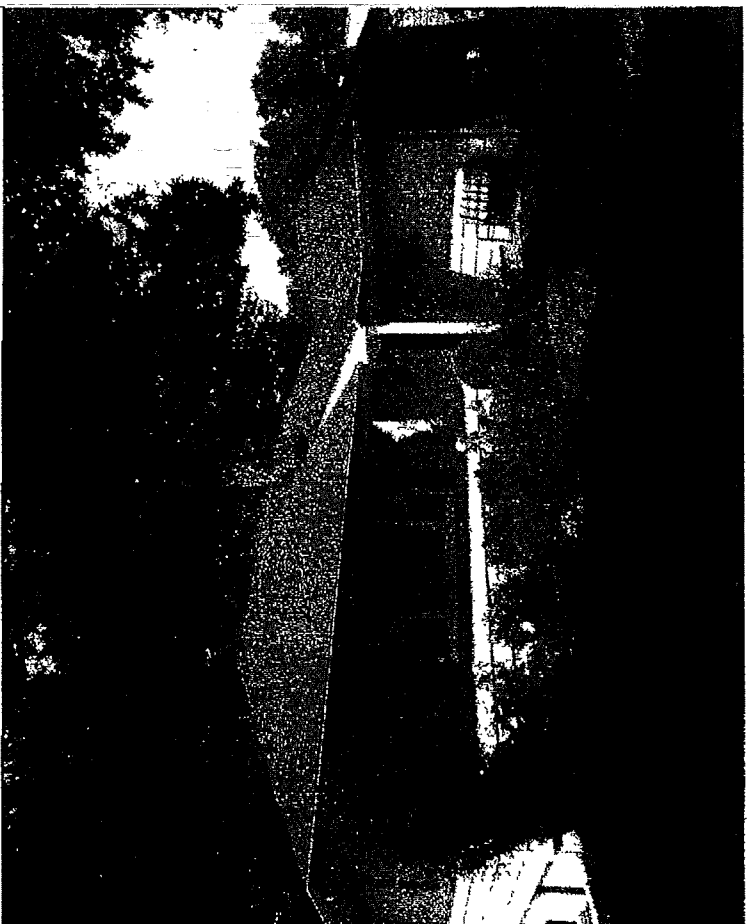
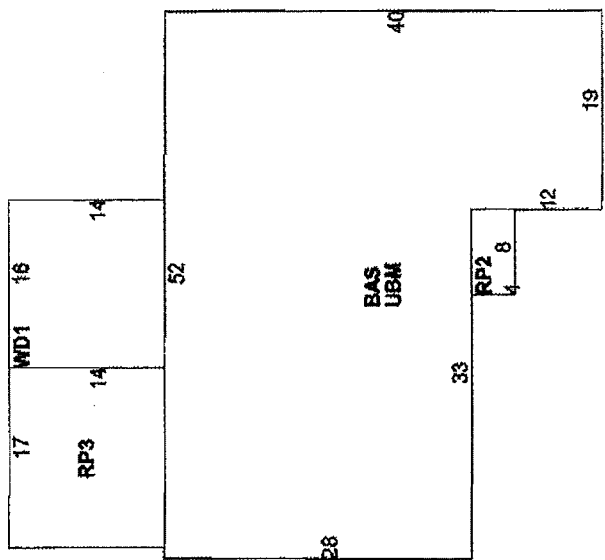
FIRE MARSHALL:

Notes: Nothing found.

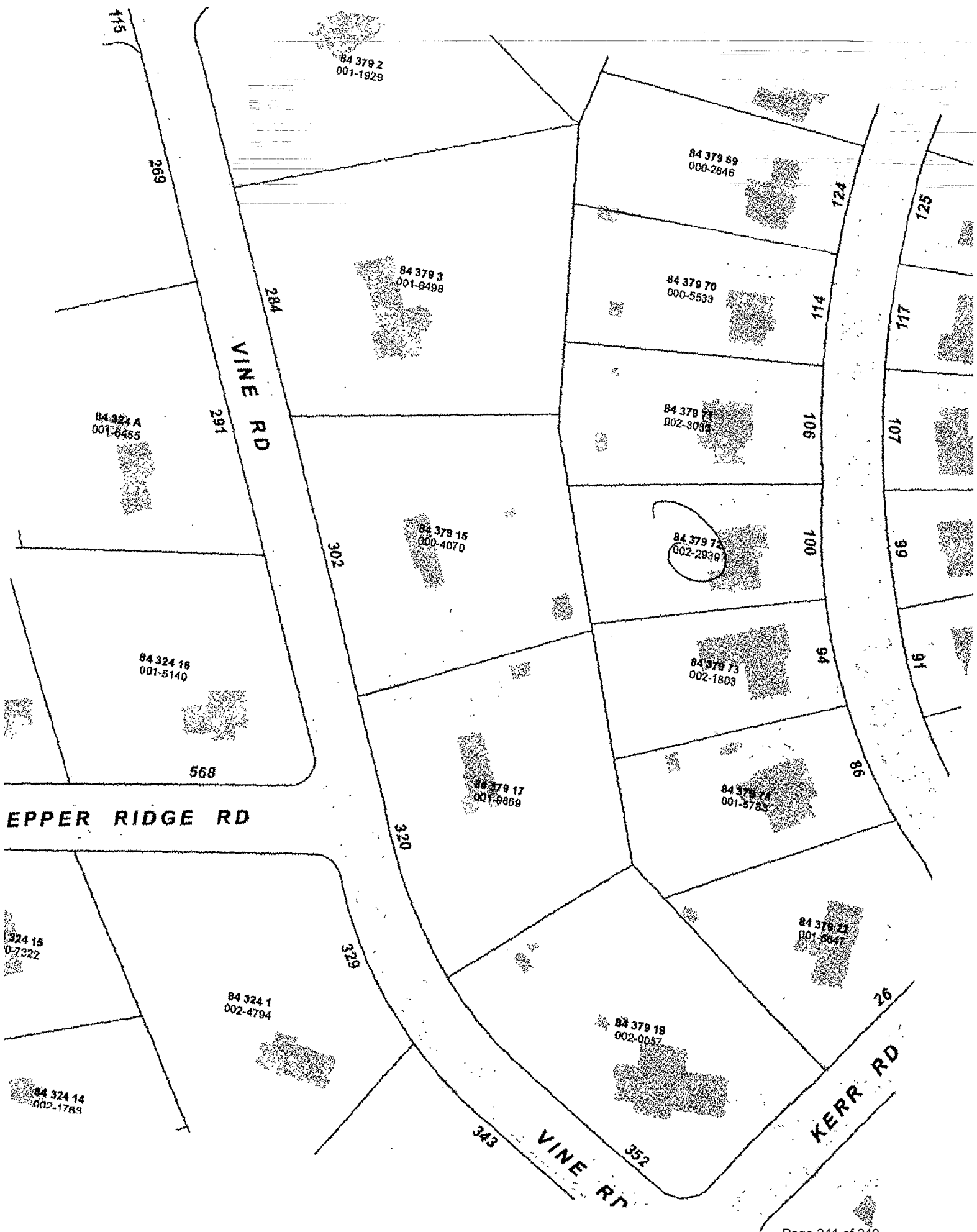
PUBLIC WORKS

Notes: Club Road is an accepted city street.

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL CONTINUED			
Element	Cd	Ch	Description	Element	Cd	Ch	Description
Style	01		Ranch				
Model	01		Residential				
Grade	05		C+				
Stories	1		1 Story				
Occupancy	1						
Exterior Wall 1	14		Wd Shls/Clapb				
Exterior Wall 2							
Roof Structure	03		Gable/Hip				
Roof Cover	03		Asph/F Glu/Cmp				
Interior Wall 1	05		Drywall				
Interior Wall 2							
Interior Flr 1	12		Hardwood				
Interior Flr 2							
Heat Fuel	02		Gas/LP				
Heat Type	03		Forced Air-Duc				
AC Type	03		Central				
Total Bedrooms	03		3 Bedrooms				
Total Baths	2						
Total Half Baths	0						
Total Xtra Fixts							
Total Rooms	6						
Bath Style	02						
Kitchen Style	02						
Fireplace Mnny	1						
Fpl. Gas/Prefab							
Fpl. Outdoor							
Fpl. Adnl. Open							
Bmnt. Garage	2						



BUILDING SUB-AREA SUMMARY SECTION									
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Underprec. Value			
W01	First Floor	1,684	1,684		121.59	204,598			
RP2	Porch Covered	0	32		0.00	0			
RP3	Porch Screen	0	238		0.00	0			
URM	Basement, Unfinished	0	1,684		24.31	40,944			
WD1	Deck, Wood	0	224		0.00	0			
Tot. Gross Liv/Lease Area:		1,684	3,862			270,909			



Certificate of Occupancy

Nº 2682

In the City of Stamford

New Construction

Stamford, Conn., 9-8, 1959

Owner.....DANIEL L. GALASSIO Address 1441 SHIPPAN AVE.

Job Location.....LOT #72 CLUB ROAD

Type of Building.....ONE FAMILY DWG.

This is to Certify that all work under Permit No. 34214 has been
substantially done, and all laws under said permit enforced.

FINAL INSPECTION

Date.....9-4-59
C.F.

Paul A. [Signature]
Building Inspector

CERTIFICATE OF OCCUPANCY

No. 7123

In the City of Stamford

New Construction

Stamford, Conn., Sept 22, 1962

Owner Shelburne Trust Co. Address 1110 Church Rd.

Job Location 1110 Church Rd.

Type of Building Church Parsonage

This is to Certify that all work under Permit No. 45378 has been substantially done, and all laws under said permit enforced.

FINAL INSPECTION

Date 9-22-62

James J. Foster (pp)
Building Inspector

BUILDING PERMIT										ELECTRICAL					PLUMBING					HEATING & AIR CONDITIONING					REMARKS	
LOT NO	OWNER'S NAME	CP	TYPE	PERMIT NO.	PERMIT DATE	ISSUING	NOTICE	FINAL	FINAL	PERMIT NO.	PERMIT DATE	ISSUING	NOTICE	FINAL	PERMIT NO.	PERMIT DATE	ISSUING	NOTICE	FINAL	PERMIT NO.	PERMIT DATE	ISSUING	NOTICE	FINAL		
151	M. Muller																									
130	M. Fawcett																									
165	J. B. Galt																									
117	Tom B. Galt																									
133	E. W. Galt																									
100	S. T. Galt																									
24	M. Galt																									
227	Spencer Heath																									
280	Andy Painter																									
139	D. Galasso																									
162	Joan Sheingold																									
124	Barry Stewart																									
254	Robert K. W. Moran																									
261	Charles DeLuca																									
245	Bronislaw Baszczak																									
237	Frank & Nancy Swetka																									
328	Crescenzo A. Signore																									
66	D. S. S. S. S.																									
318	Francis Tortora																									
36	Clayton V. Lafferty																									
39	Ben Brucoli																									
290	Jerry & Bracha Silber																									
355	Bruce Koch																									
285	R. Gold																									
299	James Caggiano																									
56	D. Herman																									
233	Cohen																									
245	A. Szwed																									
307	Boris Seelien																									
269	T. O. Sullivan																									
CLUB ROAD																										

TURN OF RIVER



CITY OF STAMFORD, CONNECTICUT
Building Department
888 Washington Blvd.
Stamford, CT 06901

CITY OF STAMFORD, CONNECTICUT
Building Department
Inspections, Permitting & Code Compliance

Page 1

Inspection Line: (203) 977-6600 (X-1581)
Questions: (203) 977-3700
Fax Number: (203) 977-4163
WebSite: www.cityofstamford.org

Lueck, Michael
20 LUND AVE.
STAMFORD, CT 06907

Electrical Permit
EP-2006-0858

This permit may be Revoked by the City of Stamford upon violation of any of its rules and regulations.

PARCEL	
Parcel ID	002-2939
Card	S 009
Lot	072
Owner	Gottlin Sandra G Et Al William J Gottlin Sur Cl
Location	100 Club Road

SERVICE	
Exist. Serv	
Revamp Serv	
CRS No's	

APPLICATION	
Application id	42210
Dated	5/18/2006
Applicant	Lueck, Michael
Job Category	434 Alterations to dwellings
Use Group	
BP#	EP-2006-0858
Fee Type	Residential one and two family
Dwelling Type	Single Family House
Units Now	
Units To Be	
Est. Cost	\$1,500.00

Electrical Permit Issued On: 05/18/2006

Application for Electrical Permit is Approved and the permission is hereby granted to perform the following work:
200 AMP SINGLE PHASE 3 WIRE OVERHEAD ELECT SVC. REVAMP -- 120/240 V. NEW METER AND GRID.

At - 100 CLUB ROAD

By Contractor - LUECK, MICHAEL

License Number - 184402

Robert D. Demarco
Chief Building Official

PAYMENT SUMMARY

Invoice#	Due Date	Fee Description	Use Grp Rate	Est. Cost	Fee Due	Tax Due	Date Paid	Check#	Fee Paid	Tax Paid
48138	05/18/2006	Permit Fee	R10	1,500.00	25.00	0.32	05/18/2006	1355	25.00	0.32
BALANCE: \$0.00				TOTAL DUE: \$25.32				TOTAL PAID: \$25.32		

List of Permits By Parcel

Building Bureau, City of Stamford

OWNER: GOTTLIN SANDRA G ET AL WILLIAM J GOTTLIN PARCELID: 002-2939 5 009 072
SUR CL OWNER ADDRESS: 100 Club Road
Stamford, CT 06905

EP-2006-0858

PERMIT NO. EP-2006-0858 PERMIT TYPE Electrical JOB CATEGORY 434 Alterations to dwellings JOB LOCATION 100 Club Road JOB DESCRIPTION 200 AMP SINGLE PHASE 3 WIRE OVERHEAD ISSUE DATE 05/18/2006 STATUS Approved
ELECT SVC. REVAMP -- 120/240 V. NEW
METER AND GRID.

REVISIONS

FLAGS

STATUS

INSPECTIONS

Insp.Type	Requested On	Mark Inspected On	Inspector	Result	Violation	Remarks
Service	I	7/21/2006	Dcarlson	Passed		service ok to release

CERTIFICATES

Sec. 29-265. (Formerly Sec. 19-400). Certificate of occupancy. (a) Except as provided in subsection (h) of section 29-252a, no building or structure erected or altered in any municipality after October 1, 1970, shall be occupied or used, in whole or in part, until a certificate of occupancy, as defined in the regulations adopted under section 29-252, has been issued by the building official, certifying that such building, structure or work performed pursuant to the building permit substantially conforms to the provisions of the State Building Code and the regulations lawfully adopted under said code. Nothing in the code or in this part shall require the removal, alteration or abandonment of, or prevent the continuance of the use and occupancy of, any single-family dwelling but within six years of the date of occupancy of such dwelling after substantial completion of construction of, alteration to or addition to such dwelling, or of a building lawfully existing on October 1, 1945, except as may be necessary for the safety of life or property. The use of a building or premises shall not be deemed to have changed because of a temporary vacancy or change of ownership or tenancy.

(b) No building official shall refuse to issue a certificate of occupancy for any single-family dwelling because such dwelling is not connected to an electric utility if such dwelling is otherwise in conformity with the requirements of this section and applicable local health codes and is equipped with an alternative energy system. A certificate issued under this section shall contain a statement that an alternative energy system is in place. For the purposes of this subsection, "alternative energy system" means any system or mechanism which uses solar radiation, wind, water, biomass or geothermal resources as the primary source for the generation of electrical energy.

(1949, Rev., S. 4111; 1969, P.A. 443, S. 11; P.A. 80-108, S. 1; P.A. 81-162, S. 3; P.A. 85-195, S. 3; P.A. 90-230, S. 52, 101; P.A. 93-435, S. 10, 95; P.A. 98-233, S. 5, 8.)

History: 1969 act required certificate of occupancy after October 1, 1970, rather than after adoption of state building code by municipality; P.A. 80-108 added Subsec. (b) re certificate for buildings with alternative energy systems; P.A. 81-162 included six-year limitation on need for certificate on single-family dwelling; Sec. 19-400 transferred to Sec. 29-265 in 1983; P.A. 85-195 amended Subsec. (a), providing that state agencies be exempt from certificate of occupancy requirement; P.A. 90-230 corrected an internal reference; P.A. 93-435 made a technical amendment to Subsec. (a), effective June 28, 1993; P.A. 98-233 amended Subsec. (a) by referencing the definition of certificate of occupancy and adding "work performed pursuant to the building permit," effective July 1, 1999.

See Sec. 29-261(e) re return of plans and specifications by building officials.

See Sec. 47a-57 re issuance of certificate of occupancy as requirement for lawful occupation.

Cited. 191 C. 528.

Subsec. (a):

Although plaintiff owner of commercial property failed to secure a certificate of occupancy for the property in violation of statute, public policy did not preclude plaintiff from recovering unpaid rent from defendant lessee, who continued to occupy the premises after being informed that plaintiff had failed to secure certificate of occupancy. 282 C. 434.

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Sec. 29-265a. Permits for swimming pools. (a) As used in this section, "pool alarm" means a device which emits a sound of at least fifty decibels when a person or an object weighing fifteen pounds or more enters the water in a swimming pool.

(b) No building permit shall be issued for the construction or substantial alteration of a swimming pool at a residence occupied by, or being built for, one or more families unless a pool alarm is installed with the swimming pool.

(P.A. 99-140.)

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General Assembly **File No. 89****January Session,
2017**

House Bill No. 7046

House of Representatives, March 20, 2017

The Committee on Planning and Development reported through REP. LEMAR of the 96th Dist., Chairperson of the Committee on the part of the House, that the bill ought to pass.

AN ACT CONCERNING THE CLOSURE OF CERTAIN BUILDING PERMITS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Section 29-265 of the general statutes is amended by adding subsection (c) as follows
(Effective October 1, 2017):

(NEW) (c) Nine years from the date of issuance of a building permit issued pursuant to section 29-263 for construction or alteration of a one-family dwelling, two-family dwelling or structure located on the same parcel as a one-family dwelling or two-family dwelling, for which construction or alteration a certificate of occupancy, as defined in the regulations adopted pursuant to section 29-252, has not been issued by the building official, such building permit shall be deemed closed. Following such nine-year period, no enforcement action based upon an open building permit shall be commenced. No municipality or officer or employee of any such municipality shall be liable concerning any claim relating to the closure of a building permit pursuant to this section. For the purposes of this section, "structure" has the same meaning as in the zoning regulations for the municipality in which the building permit was issued, or if undefined by such regulations, "structure" means any combination of materials that is affixed to the land, including, but not limited to, a shed, garage, sign, fence, wall, pool, patio, tennis court or deck.