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James F. Brennan
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Michael V. Sage
Matthew Shafner
Max M. Shapiro
Charles J. Suisman
Thomas B. Wilson
Louis C. Wool

Of Counsel
Hinda K. Kimmel
Jay B. Levin
Richard A. Schatz

November 18, 2022

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND EMAIL: goconnor@pullcom.com and
jeff.respler@resplerhomes.com**

Respler Homes, LLC
833 Glen Drive
Woodmere, NY 11598
Attn: Mr. Jeffrey Respler

Gary B. O'Connor, Esq.
Pullman & Comley
90 State House Square
Hartford, CT 06103

RE: NOTICE OF TERMINATION OF DEVELOPMENT AGREEMENT between
Town of Groton and Respler Homes, LLC re: Mystic Oral School property

Dear Messrs. Respler and O'Connor:

As you are aware, the Town of Groton ("Town") and Respler Homes, LLC ("Respler") entered into a Development Agreement dated February 11, 2020 contemplating Respler's development of the Mystic Oral School property ("Property") owned by the State of Connecticut ("State"). On November 13, 2019, Respler and the State entered into a Purchase and Sale Agreement contemplating Respler's acquisition of said Property to allow for its development thereof.

By letter dated July 22, 2021, the Town declared Respler to be in "Developer Default" of the Development Agreement. On August 31, 2021, pursuant to Section 12.02 of the Development Agreement, a pre-mediation settlement conference was held between the parties and their legal counsel, which conference proved unproductive. Thereafter, the Town initiated mediation with the American Arbitration Association pursuant to Section 12.03 of the Development Agreement. On November 16, 2022, the mediation process terminated without resolution between the parties with regard to the Developer Default. Pursuant to Sections 13.07(b) and 13.08 of the Development Agreement, and without limitation of other remedies available to the Town, the Town has the right to terminate the Agreement Developer Default following the said mediation.

In addition, on October 4, 2022, the State notified Respler that effective October 14, 2022, the Purchase and Sale Agreement was terminated for reasons unrelated to the Town. The

A Tradition of Innovative Solutions

November 18, 2022

Page 2

Development Agreement is predicated on Respler owning and having a legal right to develop the Mystic Oral School property. As a result of the termination of the Purchase and Sale Agreement, the Development Agreement must be terminated as it is now impossible to perform and/or its purpose has been frustrated. This issue was also mediated.

As a result of the foregoing, please be advised that this letter serves as notice that the Town is hereby terminating its Development Agreement with Respler Homes, LLC.

The foregoing is written without waiver or limitation of any right or remedy available to the Town at law or in equity, all of which are expressly reserved.

Respectfully,

Eric W. Callahan

Eric W. Callahan

EWC/tbs

cc: John Burt, Town Manager
Jonathan J. Reiner, AICP, Director of Planning & Development Services
Paige Bronk, Economic & Community Development Manager