



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS
165 Capitol Avenue, Hartford, Connecticut 06106-1606

RAEANNE V. CURTIS
Commissioner

June 30, 2008

Honorable Benjamin Lathrop
Mayor, City of Norwich
City Hall, 3rd Floor
100 Broadway
Norwich, CT 06360-4431

Re: Purchase and Sale Agreement dated July 31, 2006 by and between the City of
Norwich and the State of Connecticut

Dear Mayor Lathrop:

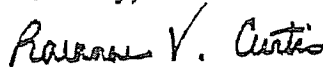
Thank you for your letter dated June 19, 2008, concerning an interpretation of the Purchase and Sale Agreement (hereinafter "Agreement") dated July 31, 2006, by and between the City of Norwich (hereinafter the "City") and the State of Connecticut (hereinafter the "State"). This letter is the first communication between the City of Norwich and the Department of Public Works (hereinafter "DPW") regarding the issue raised in your letter. This issue, as we understand it, is whether the real property that is the subject of the Agreement, and described in Exhibit A to the Agreement as Parcels 2, 3 and 6, being a portion of the Norwich State Hospital site, may be marketed for development and presumably conveyed as separate, individual parcels as described in Exhibit A. In your letter, you asked me for our interpretation of the Agreement on this issue. You indicated, further, that you would appreciate receiving our interpretation of the Agreement on this issue by today as you have a scheduled Mayor's forum dedicated to the Norwich State Hospital site and its potential marketing.

Section A of the Recital of Facts of the Agreement refers to the buildings and the land, which consists of approximately 61 +/- acres, as the "Property." The Property is more particularly described in Exhibit A attached to the Agreement. It is in Exhibit A that the individual parcels referred to above are listed and set forth in metes and bounds. Throughout the Agreement, the land and buildings or the parcels are consistently defined as the "Property," without any qualification such as "or a portion or parcel thereof." Certainly the Agreement requires the State, if all of the terms and conditions are satisfied, to transfer the Property i.e., all of the parcels at one time in one transaction to the City.

June 30, 2008
Mayor Benjamin Lathrop
City of Norwich
Norwich Hospital Property

Based upon our review of the Agreement, and the Agreement only, there is nothing within its terms or conditions that, once the State conveys the Property to the City, would prohibit the City thereafter from marketing and conveying the parcels separately and individually. This statement, however, is not absolute and must be qualified. Any such conveyance by the City to a third party, and any subsequent actions taken in accordance with this conveyance, must comply with all of the terms and conditions of the Agreement generally, and Section 13 - Environmental Matters, specifically, and must not constitute an impediment to achieving the results intended by the Agreement regarding the transfer of this State property to the City. There are, as I am sure you are aware, restrictions on certain uses of the property that, consequently, impose limitations on the conveyance of any individual parcel. The statement regarding conveying individual parcels, in addition, is limited to DPW's interpretation of the Agreement. As such, it is not intended to constitute a representation as to the legality of the transfer of the parcels separately and individually under other federal, state or local law, rule, regulation or order.

Sincerely,



Raeanne V. Curtis
Commissioner

cc. Jonathan Holmes, Deputy Commissioner
Douglas Moore, Chief of Staff
George Finlayson, Assistant Attorney General
Susan A. Hays, Esquire
Rachel Whitesell, Esquire, Staff Attorney
Kevin J. Kopetz, Esquire, Managing Attorney