

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING THE DISPOSAL OF A PORTION OF THE PARCEL OF LAND KNOWN AS 20 THOMPSON AVENUE EAST HAVEN WHICH IS CURRENTLY A PART OF TWEED NEW HAVEN AIRPORT TO ROBERT CELENTANO AND TO ACQUIRE FROM ROBERT CELENTANO A PORTION OF THE PARCEL OF LAND KNOWN AS 12 WASHINGTON AVENUE EAST HAVEN TO BE USED FOR THE PURPOSES OF TWEED NEW HAVEN AIRPORT

WHEREAS, the City of New Haven (the “City”) is the owner of a certain parcel of land located in East Haven, consisting of approximately .06429 acres and forming a part of 20 Thompson Ave, East Haven, Connecticut (the “City Property”); and

WHEREAS, Robert Celentano (“Celentano”) is the owner of a certain parcel of land located in East Haven, consisting of approximately .06441 acres and forming a part of 12 Washington Ave, East Haven (the “Celentano Property”); and

WHEREAS, the City Property is part of the Tweed New Haven Airport (“the Airport”) whose premises (the “Airport Premises”) are owned by the City and leased to the Tweed-New Haven Authority (the “Authority”) pursuant to a Lease and Operating Agreement entered into between the City and the Authority dated July 1, 1998 (the “Lease”); and

WHEREAS, the Federal Aviation Administration (the “FAA”) has notified the Authority that the Authority must bring one of its taxiways into compliance with an FAA Regulation concerning the amount of separation between taxiways and the main runway; and

WHEREAS, in order bring the taxiways into compliance, the Authority, acting through the City as the owner of the Airport Premises, will need to acquire portions of land owned by two abutters to the Airport Premises on the East Haven side of the Airport in order to pave a new taxiway to the east of the existing one; and

WHEREAS, one of the abutters is Celentano, the owner of the Celentano Property and Celentano is willing to convey the Celentano Property to the City in exchange for the City Property; and

WHEREAS, the FAA has confirmed that the portion of the Airport Premises to be conveyed to Celentano is no longer needed for aviation purposes; and

WHEREAS, two appraisals have been carried out with respect to both the City Property and the Celentano Property which appraisals confirm that the City Property and the Celentano Property are of comparable value; and

WHEREAS, the Authority has prepared a real property exchange agreement (the “Real Property Exchange Agreement”) acceptable to Celentano, which has been approved by the FAA.

NOW, THEREFORE, BE IT ORDERED by the Board of Alders that the Mayor of the City be and hereby is authorized to execute and deliver on behalf of the City the Real Property

Exchange Agreement substantially in the form attached hereto (meaning that no “substantive amendments” may be made to the same without further approval by the Board of Alders, “substantive amendments” being as defined by the Board of Aldermen by resolution adopted April 30, 2002), and to execute and deliver a quit claim deed conveying the City Property to Celentano, in accordance with the Real Property Exchange Agreement and to execute and deliver such other instruments and agreements as may be described in the Real Property Exchange Agreement or otherwise necessary or appropriate, from time to time, in order to implement and effect the intent and purposes of this Order (the “Ancillary Documents”) and that the City-Town Clerk of the City be and hereby is authorized to impress and attest the official seal of the City upon the Real Property Exchange Agreement, the Ancillary Documents (to the extent necessary) and this Order provided that the City shall simultaneously acquire the Celentano Property which Celentano Property shall be incorporated as part of the Airport in accordance with the terms and condition of the Lease.

AND IT IS HEREBY FURTHER ORDERED by the Board of Alders that said disposition of the City Property shall be conditioned upon the simultaneous acquisition by the City of the Celentano Property, which Celentano Property shall be used for the purposes of the Airport and made subject to the Lease in accordance with the Amendment No. 1 to Lease and Operating Agreement in the form attached hereto.