

## **REAL PROPERTY EXCHANGE AGREEMENT**

**THIS AGREEMENT** entered into as of this \_\_\_ day of September, 2020 (the "Effective Date") by and between ROBERT CELENTANO, an individual having an address of 12 Washington Avenue, East Haven, Connecticut 06512 ("Celentano"), the CITY OF NEW HAVEN, a municipal corporation organized and existing under the laws of Connecticut ("City"), and TWEED-NEW HAVEN AIRPORT AUTHORITY ("TNHAA"), a body politic and corporate organized and existing under Chapter 267a of the Connecticut General Statutes.

### **RECITALS**

A. Celentano is the owner of that certain real property known as 12 Washington Avenue in the Town of East Haven, State of Connecticut consisting of 2.67 acres on that certain map or plan entitled "Celentano Property; November 2018" ("Plan") and described in Volume 322 at Page 1074 in the East Haven Land Records (the "Celentano Site").

B. City is the owner and TNHAA is the lessee-operator, pursuant to that certain Lease and Operating Agreement (the "TNHAA Lease"), of that certain real property on which TNHAA operates the regional airport known as Tweed-New Haven Airport (the "Airport"), consisting in part of 28,005 square feet on the Plan and shown on a map entitled as "Drawing LLR-1 dated July 2, 2019 (rev. 11-1-19)" shown on Exhibit A as "Property to be Transferred from the City of New Haven to Celentano" (the "Exchange Parcel").

C. The City desires to exchange in fee simple marketable title to the City Exchange Parcel to Celentano and Celentano desires to convey in fee simple marketable title to a portion of the Celentano Site to the City consisting of approximately 28,057 square feet and shown on Exhibit A as "Property to be Transferred from Celentano to City of New Haven" (the "Celentano Exchange Parcel").

D. The parties have determined that the fair market values of their respective exchange parcels have approximately equivalent fair market values.

**NOW THEREFORE**, for good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

**1. Exchange of Property.** Subject to the prior satisfaction of the Conditions to Closing set forth in Section 2. hereof, Celentano shall convey to City for the use of TNHAA the Celentano Exchange Parcel and City shall release from its lease and City shall simultaneously convey to Celentano the City Exchange Parcel (the "Exchange"). The Exchange shall close within ten (10) days of the satisfaction of the Conditions to Closing set forth in Section 2, but in any event not later than July 15, 2020 (the "Outside Date"). The Closing shall occur at a time and place reasonably agreed on by the parties. The Closing shall mean the time and day the Celentano Exchange Parcel Deed (Exhibit B) and the City Exchange Parcel Deed (Exhibit C) are filed in the Land Records of the Town of East Haven. The "Closing Date" shall mean the day on which the Closing occurs.

## **2. Conditions to Closing.**

**2.1 Celentano's Conditions of Closing.** Celentano's obligation to proceed with the Exchange is subject to the fulfillment or waiver by Celentano of the conditions precedent (a) through (d), inclusive, described below ("Celentano's Conditions Precedent"), which are solely for the benefit of Celentano, which shall be fulfilled or waived prior to the Closing or by such other time periods provided for therein:

(a) *Deed.* Conveyance to Celentano of fee simple title to the City Exchange Parcel upon the Closing by the execution, acknowledgment and delivery to Celentano of the City Exchange Parcel Deed, which shall include good and marketable title free of any and all interests, encumbrances, liens, easements, or other clouds of title except: the reservation of covenants concerning the height of trees, buildings and other structures which will be subject to periodic review by the Authority and the Federal Aviation Administration ("FAA") under applicable federal regulations, including Airport Design criteria and Part 77 for interference with aeronautical operations. Any construction shall be subject to prior Authority and FAA review and approval for possible interference, and the Authority hereby reserves access rights to said property for tree removal, which shall be at Authority expense provided the party in possession shall not have interfered with or disputed without substantial cause the Authority's right to do so.

(b) *Title Policy.* The Title Company shall, upon payment of Title Company's regularly scheduled premium, issue a ALTA owner's title insurance policy ("City Exchange Parcel Title Policy") for the City Exchange Parcel upon the Closing.

(c) *FIRPTA Compliance.* At Closing, TNHAA shall have executed and delivered an affidavit of exemption from the Foreign Investment in Real Property Tax Act ("FIRPTA").

(d) *No Default.* As of the Closing, TNHAA shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of TNHAA contained herein shall be true and correct in all material respects.

**2.2 TNHAA's Conditions of Closing.** TNHAA's obligation to proceed with the Exchange is subject to the fulfillment or waiver by TNHAA of the conditions precedent (a) through (d), inclusive, described below ("TNHAA's Conditions Precedent"), which are solely for the benefit of TNHAA and which shall be fulfilled or waived prior to the Closing or by such other time periods provided for therein:

(a) *Deed.* Conveyance to TNHAA of fee simple title to the Celentano Exchange Parcel upon the Closing by execution, acknowledgment and delivery to TNHAA of the Celentano Exchange Parcel Deed, which shall include good and marketable title free of any and all interests, encumbrances, liens, easements, rights of possession, or other clouds of title, including a release of the City Exchange Parcel from the TNHAA Lease. The deed cannot be executed until the FAA makes a Finding of No Significant Impact and the City of New Haven has approved the conveyance.

(b) *Title Policy.* The Title Company shall, upon payment of Title Company's regularly scheduled premium, issue a ALTA owner's title insurance policy ("Celentano Exchange Parcel Title Policy") for the Celentano Exchange Parcel upon the Closing.

(c) *FIRPTA Compliance.* Prior to the Closing, Celentano shall have executed and delivered to Escrow an affidavit of exemption from FIRPTA.

(d) *No Default.* As of the Closing, Celentano shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of Celentano contained herein shall be true and correct in all material respects.

**3. Celentano's Obligations.** At Closing, Celentano shall deliver to the City the Celentano Exchange Parcel Deed and an executed FIRPTA Certificate.

**4. City's Obligations.** At Closing, City shall deliver the Exchange Parcel Deed, any fees to be paid by TNHAA, and an executed FIRPTA Certificate.

**5. Additional Obligations.**

**5.1 Charges and Costs.** TNHAA shall pay the following costs: (i) the cost of any documentary transfer taxes on the City Exchange Parcel Deed and on the Celentano Exchange Parcel Deed, (ii) fees for recording and filing all documents required by this Agreement in connection with the transfer of the Celentano Exchange Parcel and the City Exchange Parcel, (iii) premiums, search fees, or other charges of the Title Company relating to the Celentano Exchange Parcel Title Policy, and (iv) premium, search fees or other charges of the Title Company relating to the City Exchange Parcel Title Policy. However, Celentano shall be responsible for any additional costs of the TNHAA Exchange Parcel Title Policy for any endorsements requested by Celentano.

**5.2 Tax Adjustment Procedure.** At Closing, if there shall be no taxes due and payable with respect to either the Celentano Exchange Parcel or the City Exchange Parcel, there shall be no adjustment of taxes, except that the parties agree as follows:

(a) Celentano shall be charged for all taxes against the Celentano Exchange Parcel which will be due at the Closing and taxes will be prorated based on the average per square foot assessment of land on the Town of East Haven's assessment records corresponding to the Celentano Site; and

(b) TNHAA shall notify the Town of East Haven that the Celentano Exchange Parcel is now tax exempt and the City Exchange Parcel is now taxable. Celentano shall be responsible for taxes on the City Exchange Parcel and shall no longer be liable for taxes on the Celentano Exchange Parcel.

**5.3 Post-closing Fencing.** Within ninety (90) days of the closing, TNHAA shall, at its expense, erect a fence along the new boundary of the airport to FAA specifications, including the removal of trees within five feet of the fence.

## **6. Representations and Warranties.**

**6.1 *Celentano Representations.*** Celentano warrants and represents to TNHAA as follows:

- (a) Celentano has full right, power and lawful authority to grant, sell and convey the Celentano Exchange Parcel as provided herein; and
- (b) To the best of Celentano's knowledge, there are no tenants or other persons who have a lawful interest in the Celentano Exchange Parcel; and
- (c) Celentano is seized of the Celentano Exchange Parcel in fee simple; and
- (d) To the best of Celentano's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Celentano Exchange Parcel or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign; and
- (e) To the best of Celentano's knowledge, there are no service contracts or other contracts affecting the Celentano Exchange Parcel; and
- (f) Until the Closing, Celentano shall not do anything which would impair Celentano's title to the Celentano Exchange Parcel; and
- (g) To the best of Celentano's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument which affects the Celentano Exchange Parcel; and
- (h) Celentano agrees to convey by the Celentano Exchange Parcel Deed to TNHAA marketable fee simple title to the Celentano Exchange Parcel free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes except as approved in writing by TNHAA as provided herein; and
- (i) Celentano is not a "foreign person" within the parameters of FIRPTA, or is exempt from the provisions of FIRPTA; and
- (j) Until the Closing, Celentano shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 6.1 not to be true as of closing, immediately give written notice of such fact or condition to TNHAA.

Except to the extent Celentano has given notice pursuant to clause (j) and TNHAA has waived any objection to the change reflected in such notice, each of the representations made in clauses (a), (b), (c), (d), (e), (g) and (i) of this Section 6.1 shall be deemed made again at and as of the date of Closing.

**6.2 City and TNHAA Representations.** TNHAA represents and warrants to Celentano as follows:

(a) The City has full right, power and lawful authority to grant, sell and convey the TNHAA Exchange Parcel as provided herein; and

(b) To the best of TNHAA's knowledge, there are no tenants or other persons who have a lawful interest in the TNHAA Exchange Parcel; and

(c) The City, at the time of Closing, is seized of the TNHAA Exchange Parcel in fee simple subject only to the TNHAA Lease; and

(d) To the best of TNHAA's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the TNHAA Exchange Parcel or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.; and

(e) To the best of TNHAA's knowledge, there are no service contracts or other contracts affecting the TNHAA Exchange Parcel; and

(f) Until the Closing, TNHAA shall not do anything which would impair City's title to the TNHAA Exchange Parcel; and

(g) To the best of TNHAA's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument which affects the City Exchange Parcel; and

(h) City agrees to convey by the City Exchange Parcel Deed to Celentano marketable fee simple title to the City Exchange Parcel free and clear of all recorded and unrecorded liens, encumbrances, assessments, leases, and taxes except as approved in writing by Celentano as provided herein; and

(i) the City or not a "foreign person" within the parameters of FIRPTA, or is exempt from the provisions of FIRPTA; and

(j) Until the Closing, the City and TNHAA shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 6.2 not to be true as of closing, immediately give written notice of such fact or condition to Celentano.

Except to the extent TNHAA has given notice pursuant to clause (j) and Celentano has waived any objection to the change reflected in such notice, each of the representations made in clauses (a), (b), (c), (d), (f) and (h) of this Section 6.2 shall be deemed made again at and as of the date of Closing.

The representations and warranties set forth in this Section 5.2 shall survive the closing of Escrow.

**7. Release and Waiver of City and TNHAA.** The determination that the Celentano Exchange Parcel is of equivalent value to the City Exchange Parcel and the decision to exchange fee simple marketable title in the Celentano Exchange Parcel for fee simple marketable title in the City Exchange Parcel have been based upon negotiations at arm's length.

**8. Condition of the Exchange Parcels.**

**8.1 Hazardous Materials on Celentano Exchange Parcel.** Celentano represents that to the best of Celentano's knowledge, Hazardous Materials (as defined in Section 8.5 hereof) were not used, generated, stored, released, discharged or disposed of on, under, in, or about the Celentano Exchange Parcel during the period that Celentano has owned the Celentano Exchange Parcel and have been removed in accordance with Applicable Laws, as that term is defined in Section 8.5 hereof. Celentano represents that neither Celentano nor any other person or entity under the control of, or with the knowledge of Celentano will cause or permit the use, generation, storage, release, discharge, or disposal of any Hazardous Materials on, under, in, or about the for the period from the Effective Date of this Agreement until the Closing. Celentano shall be responsible for the removal of all Hazardous Materials on the Celentano Exchange Parcel which are in violation of Applicable Laws, if any, before the Exchange. To the best of Celentano's knowledge, the Celentano Exchange Parcel and its present use complies with all Applicable Laws.

**8.2 Hazardous Materials on City Exchange Parcel.** TNHAA acknowledges that to the best of TNHAA's knowledge, Hazardous Materials (as defined in Section 8.5 hereof) were not used, generated, stored, released, discharged or disposed of on, under, in, or about the TNHAA Exchange Parcel or transported to or from the TNHAA Exchange Parcel during the period that TNHAA has owned the TNHAA Exchange Parcel. TNHAA represents that neither TNHAA nor any other person or entity under the control of, or with the knowledge of TNHAA will cause or permit the use, generation, storage, release, discharge, or disposal of any Hazardous Materials on, under, in, or about the TNHAA Exchange Parcel for the period from the Effective Date of this Agreement until the Closing. TNHAA shall be responsible for the removal of all Hazardous Materials on the TNHAA Exchange Parcel which are in violation of Applicable Laws, if any, before the Exchange. To the best of TNHAA's knowledge, the TNHAA Exchange Parcel and its present use complies with all Applicable Laws.

**8.3 Celentano Indemnity.** Celentano agrees to indemnify, defend and hold TNHAA and its officers, employees, agents, representatives and volunteers harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon any condition or state of facts contrary to or materially at variance with any representation contained in Section 6.1 hereof at the time such representations are made. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury, including sickness, disease or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the

natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. This indemnity extends only to liability created during the period that Celentano has owned the Celentano Exchange Parcel, and Celentano shall not be responsible for acts or omissions to act past the Closing with respect to the Celentano Exchange Parcel.

**8.4 TNHAA Indemnity.** TNHAA agrees to indemnify, defend and hold Celentano and its officers, employees, agents, representatives and volunteers harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the TNHAA Exchange Parcel during the period that TNHAA has owned the TNHAA Exchange Parcel, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the TNHAA Exchange Parcel during the period that TNHAA has owned the TNHAA Exchange Parcel, except for such matters arising from the willful misconduct or negligence of Celentano, or their respective officers, employees, agents or representatives. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury including sickness, disease or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. This indemnity extends only to liability created during the period that TNHAA has owned the TNHAA Exchange Parcel. TNHAA shall not be responsible for acts or omissions to act past the Closing Date with respect to the TNHAA Exchange Parcel.

#### **8.5 Definitions.**

As used in this Agreement, the term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes, prior to the closing date, regulated by any local governmental authority, the State of Connecticut, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Title 22a of the Connecticut General Statutes (ii) defined as "hazardous substance" under Title 22a of the Connecticut General Statutes, (iii) defined as a "hazardous material", under Title 22a of the Connecticut General Statutes, (iv) petroleum, (v) friable asbestos, (vi) polychlorinated biphenyls, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq. Celentano shall be responsible for the removal of all Hazardous Materials which are in violation of Applicable Laws, if any, before Celentano relinquishes actual possession of the Celentano Exchange Parcel.

As used in this Agreement, "Applicable Laws" includes, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and Title 22a of the Connecticut General Statutes, and the rules, regulations, and ordinances of the Town within which the subject property is located, the Connecticut Department of Environmental Protection, the Connecticut Department of Public Health and Addiction Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

As used in this Agreement, to the best of a party's knowledge means the actual knowledge of the employees and officers of such party who are actually working on the transaction contemplated by this Agreement, and the documents in such parties' files, but does not require such party to undertake independent investigation.

## **9. General Provisions.**

**9.1 Brokers.** Each party represents and warrants to the other that it has not used any finder, broker or real estate agent in connection with this transaction, and agrees that it shall indemnify and hold the other harmless from and against all brokerage commissions or finder's fees and claims therefor, payable in connection with the disposition of the Celentano Exchange Parcel and/or the TNHAA Exchange Parcel and resulting from the acts or omissions of such indemnifying party.

**9.2 Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Celentano and TNHAA and their respective heirs, personal representatives, successors and assigns. In no event shall any assignment relieve the assigning party of any of its obligations under this Agreement.

**9.3 Attorneys' Fees.** In any action between the parties to interpret, enforce, award, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled to, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

**9.4 Approvals and Notices.** Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice. Any Notice given under this paragraph, whether personally or by mail, shall be deemed received only upon actual receipt by the intended party.

To TNHAA:

Tweed-New Haven Airport Authority  
155 Burr Street,



New Haven, CT 06512  
Attention: Executive Director

To City of New Haven: c/o Michael Piscitelli  
Economic Development Administrator  
City Hall  
165 Church Street  
Floor 4R  
New Haven, CT 06510

With a copy to: Updike, Kelly & Spellacy, P.C.  
One Century Tower  
265 Church St., 10th Floor  
New Haven, CT 06510  
Attn: Hugh I. Manke, Esq.

To Celentano: Robert Celentano  
12 Washington Avenue  
East Haven, CT 06512

**9.5 Jurisdiction.** This Agreement shall be construed under the laws of the State of Connecticut in effect at the time of the signing of this Agreement and to the extent necessary under federal law.

**9.6 Titles and Captions.** Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

**9.7 Interpretation.** As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

**9.8 No Waiver.** A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

**9.9 Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

**9.10 Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision,

condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

**9.11 Offer.** The signing of this Agreement by TNHAA constitutes an offer which shall not be deemed accepted by Celentano unless and until Celentano has signed this Agreement. TNHAA agrees that this offer shall be acceptable and cannot be revoked for a period of thirty (30) days. This is not a binding agreement until and unless executed by Celentano.

**9.12 Legal Advice.** Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

**9.13 Time of Essence.** Time is expressly made of the essence with respect to the performance by Celentano and TNHAA of each and every obligation and condition of this Agreement including, without limitation, the Closing.

**9.14 Cooperation.** Each party agrees to cooperate with the other in the Closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

**9.15 Entire Agreement.** This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. Each party is entering this Agreement based solely upon the representations set forth herein and upon such party's own independent investigation of any and all facts such party deems material. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

**9.16 Regulatory Requirements.** Each party shall be solely responsible for obtaining governmental approvals for the post-closing use on their own properties.

**9.17 Condition of Celentano Exchange Parcels.** The Exchange Parcels shall be required in their "as is" condition without any warranties or representation of any kind other than those expressly stated in this Agreement.

**9.18 Mortgage Hold Harmless.** If the Celentano Site is subject to a first mortgage held by Mortgagee, TNHAA and Celentano contemplate that a partial release of such mortgage will be executed and delivered by Mortgagee simultaneously with the exchange of

deeds pursuant to this Agreement. Provided Celentano continues timely to make payments of principal and interest as they come due and otherwise to comply with the covenants binding upon Celentano under the mortgage and the note it secures, TNHAA agrees to hold harmless Celentano against any action taken by Mortgagee, whether or not successful and whether or not groundless, to foreclose or accelerate such mortgage as a result of the granting of this license or any action taken by TNHAA under this license. TNHAA may satisfy its obligation hereunder by (a) negotiating the reinstatement of the mortgage, (b) acquiring the mortgage and reinstating the same, (c) lending Celentano the funds required to redeem the property encumbered by the mortgage, or (d) any other commercially reasonable measures, in each case reimbursing Celentano for attorneys' fees and any other out-of-pocket expenses relating to the action taken by Mortgagee, provided that in any event Celentano shall not be required to discharge the indebtedness secured by the mortgage more rapidly than the same would become due in the absence of acceleration and further provided that TNHAA shall have a lien on the land encumbered by such mortgage in the amount of any funds paid to or on behalf of Celentano that represents principal or interest on the loan secured by the mortgage which lien shall be subordinate only to the Mortgagee mortgage to the extent it remains undischarged, and Celentano agrees to execute a mortgage and/or such other documentation as is reasonably required to perfect such lien.

**9.19 *Celentano Fees.*** TNHAA agrees to assume all reasonable attorney fees incurred by Celentano in conjunction with this Agreement and the closing.

**9.20 *Counterparts.*** This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

**9.21 Exhibits Incorporated by Reference.** All exhibits attached to this Agreement are incorporated in this Agreement by this reference. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes the following exhibits:

Exhibit A, Property Transfer, Drawing LLR-1 dated July 2, 2019

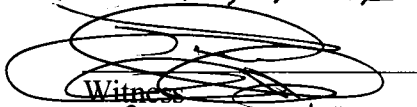
Exhibit B, Celentano Exchange Parcel Deed

Exhibit C, City Exchange Parcel Deed

IN WITNESS WHEREOF, Celentano, TNHAA and the City have signed this Agreement effective as of the date set forth above.

  
Witness Hugh Marke

By:   
Robert Celentano

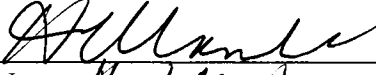
  
Witness Paul Tschies  
STATE OF CONNECTICUT )  
COUNTY OF NEW HAVEN )

ss

EAST HAVEN

September 14, 2020

Personally appeared Robert Celentano, signer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

  
Name Hugh Marke  
Notary Public / Commissioner of the Superior Court  
My Commission Expires:

TWEED-NEW HAVEN AIRPORT AUTHORITY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
John Picard  
Chairman  
Board of Directors

\_\_\_\_\_  
Witness

STATE OF CONNECTICUT    )  
  )  
COUNTY OF NEW HAVEN    )

ss     EAST HAVEN

September \_\_, 2020

Personally appeared, John Picard, Chairman of the Board of Directors of the Tweed-New Haven Airport Authority, a body politic and corporate existing under Chapter 267a of the General Statutes of Connecticut, acting pursuant to authority granted by the City of New Haven, known to me to be the person who executed the foregoing document and acknowledged before me that he is duly authorized and did execute same, as his free act and deed, on behalf of the Tweed-New Haven Airport Authority.

\_\_\_\_\_  
Commissioner of the Superior Court

THE CITY OF NEW HAVEN

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Justin Elicker  
Mayor

\_\_\_\_\_  
Witness

STATE OF CONNECTICUT    )  
                                      )  
COUNTY OF NEW HAVEN    )

ss.     NEW HAVEN

September \_\_, 2020

Personally appeared, Justin Elicker, Mayor of the City of New Haven, acting pursuant to authority granted by the City of New Haven, known to me to be the person who executed the foregoing document and acknowledged before me that he is duly authorized and did execute same, as his free act and deed, on behalf of the City of New Haven.

\_\_\_\_\_  
Commissioner of the Superior Court

\\SALL-PROJECTS\1-1999\1208-1209\1276\ITA TWEEED\1276R\1276-REV 4 10-6-19.dwg, 11/6/2019 11:04:21 AM, Adobe PDF





Exhibit B  
Celentano Exchange Parcel Deed

After recording return to:

Updike , Kelly & Spellacy, P.C.  
One Century Tower  
265 Church Street - 10th Floor  
New Haven, CT 06510

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**WARRANTY DEED**

**TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:  
(Define Grantor and Grantee)**

**KNOW YE**, That ROBERT CELENTANO, an individual having an address of 12 Washington Avenue, East Haven, Connecticut 06512, for the consideration of a contemporaneous conveyance of land of approximate equal size and value and other valuable consideration, received to his full satisfaction from CITY OF NEW HAVEN ("CITY"), a municipal corporation organized and existing under the laws of Connecticut does give, grant, bargain, sell and confirm unto the said CITY, and unto its successors and assigns forever, all that certain piece or parcel of land, situated in the Town of East Haven, in the County of New Haven and State of Connecticut known as 12 Washington Avenue and more particularly described on Schedule A attached hereto and made a part hereof by reference. Said premises are conveyed subject to the items set forth on said Schedule A.

**TO HAVE AND TO HOLD** the above granted and bargained premises, with the appurtenances thereof, unto the said grantee, and his successors, and assigns forever, to it and their own proper use and behoof.

**AND ALSO**, the said grantor, does for himself and his successors and assigns, covenant with the said grantee and its successors and assigns, that at and until the ensealing of these presents, he is well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

**AND FURTHERMORE**, the said grantor, does by these presents bind himself and his successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to it, the said grantee and to its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

[Signature contained on the following page]

**IN WITNESS WHEREOF**, the said grantor has caused these presents to be executed this \_\_\_\_ day of September, 2020.

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert Celentano

\_\_\_\_\_  
Witness

STATE OF CONNECTICUT    )  
  ) ss    EAST HAVEN                                   September \_\_, 2020  
COUNTY OF NEW HAVEN    )

**BEFORE ME**, personally appeared, ROBERT CELENTANO, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Commissioner of the Superior Court

Latest address of Grantee: 165 Church Street, New Haven, CT 06510

SCHEDULE A – LEGAL DESCRIPTION  
TO BE SUPPLIED

Said parcel being more accurately shown on a map entitled “Drawing LLR-1 dated July 2, 2019 (rev. 11-1-19) as “Property to be Transferred from Celentano to City of New Haven.”

**SAID PREMISES ARE SUBJECT TO:**

1. Building lines, if established, all laws, ordinances or governmental regulations, including building, zoning and inland wetland ordinances and regulations, affecting said premises.

Exhibit C  
City Exchange Parcel Deed

After recording return to:

Udike , Kelly & Spellacy, P.C.  
One Century Tower  
265 Church Street - 10th Floor  
New Haven, CT 06510

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**QUIT CLAIM DEED**

**TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:**

**KNOW YE**, That CITY OF NEW HAVEN, a municipal corporation organized and existing under the laws of Connecticut ("CITY"), grantor, located in the County of New Haven and State of Connecticut, for the consideration of a contemporaneous conveyance of land of approximate equal size and value, and other valuable consideration, received to its full satisfaction of ROBERT CELENTANO, grantee, whose mailing address is 12 Washington Avenue, East Haven, Connecticut 06512, does give, grant, bargain, sell and confirm unto the said ROBERT CELENTANO, and unto his successors and assigns forever, all that certain piece or parcel of land, situated in the City of New Haven, in the County of New Haven and State of Connecticut more particularly described as follows:

[INSERT LEGAL DESCRIPTION HERE]

Said parcel being more accurately shown on a map entitled "Drawing LLR-1 dated July 2, 2019 (rev. 11-1-19) as "Property to be Transferred from City of New Haven to Celentano"

Said premises are conveyed subject to taxes not yet due and payable, building lines, if established, all laws, ordinances or governmental regulations affecting said premises, including federal height restrictions for trees, buildings, and other structures under Federal Aviation Administration ("FAA") regulations including Airport Design criteria and Code of Federal Regulations Title 14, Part 77, the right of aircraft overflight and generation of aircraft noise and right to access to said premises which the grantor herein reserves unto itself, its lessee successors and assigns to remove without cost to the grantee any trees that violate said federal regulations.

**TO HAVE AND TO HOLD** the above granted and bargained premises, with the appurtenances thereof, unto the said grantee, and his successors, and assigns forever, to him and their own proper use and behoof.

**AND ALSO**, the said grantor, does for itself and its successors and assigns, covenant with the said grantee and its successors and assigns, that it and any other person or persons in its name and behalf or claiming under it shall not or will not hereafter claim or demand any right or title

to the premises or any part thereof, but they and each of them shall be excluded and forever barred therefrom, except as hereinbefore mentioned.

[Signature contained on the following page]

**IN WITNESS WHEREOF**, the said grantor has caused these presents to be executed and their corporate seals hereunto affixed this \_\_\_\_ day of September, 2020.

Signed, Sealed and Delivered

in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City of New Haven  
Justin Elicker  
Mayor

\_\_\_\_\_  
Witness

STATE OF CONNECTICUT )

) ss

NEW HAVEN

September \_\_, 2020

COUNTY OF NEW HAVEN )

Personally appeared, Justin Elicker, Mayor of the City of New Haven, acting pursuant to authority granted by the City of New Haven, known to me to be the person who executed the foregoing document and acknowledged before me that he is duly authorized and did execute same, as his free act and deed, on behalf of the City of New Haven.

\_\_\_\_\_  
Commissioner of the Superior Court

**CONSENT OF LESSEE, TWEED-NEW HAVEN AIRPORT AUTHORITY**

THE TWEED-NEW HAVEN AIRPORT AUTHORITY

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
John Picard  
Chairman  
Board of Directors

\_\_\_\_\_  
Witness

STATE OF CONNECTICUT    )  
  ) ss    EAST HAVEN                   September \_\_, 2020  
COUNTY OF NEW HAVEN    )

Personally appeared, John Picard, Chairman of the Board of Directors of the Tweed-New Haven Airport Authority, a body politic and corporate existing under Chapter 267a of the General Statutes of Connecticut, acting pursuant to authority granted by the City of New Haven, known to me to be the person who executed the foregoing document and acknowledged before me that he is duly authorized and did execute same, as his free act and deed, on behalf of the Tweed-New Haven Airport Authority.

\_\_\_\_\_  
Commissioner of the Superior Court

Latest address of Grantee: 12 Washington Avenue, East Haven, Connecticut 06512

SCHEDULE A – LEGAL DESCRIPTION  
TO BE SUPPLIED

Said parcel being more accurately shown on a map entitled “Drawing LLR-1 dated July 2, 2019 (rev. 11-1-19) as “Property to be Transferred from City of New Haven to Celentano.”

**SAID PREMISES ARE SUBJECT TO:**

1. Building lines, if established, all laws, ordinances or governmental regulations affecting said premises, including federal height restrictions for trees, buildings, and other structures under Title 14 Code of Federal Regulations Part 77, and a reservation of access rights for the grantor to remove any trees at grantor expense that violate said federal regulations. What about wetlands?