

AMENDMENT NO. 1 TO LEASE AND OPERATING AGREEMENT

AMENDMENT NO. 1 to the LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF NEW HAVEN AND THE TWEED NEW HAVEN AIRPORT AUTHORITY dated as of _____, 2020 by and between the City of New Haven (the “Landlord”) and Tweed-New Haven Airport Authority (the “Tenant”)

RECITALS:

A. Landlord and Tenant entered into that certain Lease and Operating Agreement dated as of July 1, 1998 (the “Lease”) for certain property owned by Landlord situated in the City of New Haven and the Town of East Haven and defined in Section 1.1 of the Lease and described in Exhibits A and B of the said Lease.

B. Pursuant to Section 15.2 of the Lease, the Lease may not be amended or modified unless such amendment or modification is in writing and duly executed and delivered by Landlord and Tenant.

C. Landlord and Tenant entered into a certain Real Estate Exchange Agreement to acquire a parcel of land abutting the Airport near its northeast corner and said parcel has been conveyed by Robert Celentano to the Landlord by a deed recorded in the land records of the Town of East Haven on _____, 2020 in Volume ____ at Page ____ (“Celentano Deed”). Said parcel is a portion of the property on the tax assessment records of the Town of East Haven as Parcel 4 on Map 180, with an address of 12 Washington Street and is shown on a plan attached hereto as Exhibit A-1 and described in a property description attached hereto as Exhibit B-1.

D. In exchange for the parcel conveyed by Robert Celentano to the Landlord, the Landlord has conveyed a parcel of comparable size and value to Robert Celentano by a deed recorded in the land records of the Town of East Haven on _____. ____, 2020 in Volume ____ at Page ____ (“City Deed”). Said parcel is shown on a plan attached hereto as Exhibit A-1 and described in a property description attached hereto as Exhibit B-2.

E. Landlord and Tenant desire to amend the Lease as hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, including the covenants and conditions contained herein, the parties hereby agree as follows:

1. Incorporation of Recitals. Capitalized terms used but not defined herein shall have the meanings given to them in the Lease. The recitals set forth above are hereby incorporated herein by reference as if set forth in the body of this Amendment.
2. Amendment. The Lease is hereby amended as follows:

- 2.1 Section 1.1 of the Lease is hereby revised to amend the definition of “Leased Premises” by adding the following sentences at the end of the definition:

“A portion of the above described Leased Premises is removed because of the conveyance to an abutter of a parcel shown on a plan attached hereto as Exhibit A-1 and described in a property description attached hereto as Exhibit B-1. Said parcel is hereby released from the Lease. In addition, a parcel is added to the Leased Premises, said parcel shown on a plan attached hereto as Exhibit A-1 and described in a property description attached hereto as Exhibit B-2.”

- 2.2 Exhibit A of the Lease (Property Map with property identifications) shall include Exhibit A-1 and Exhibit B-2 attached hereto.

3. Restatement and Reaffirmation. All provisions of the Lease that are not amended hereby are restated and reaffirmed to be in full force and effect.
4. Ratification. In the event of any conflict between the Lease and this Amendment, this Amendment shall prevail. Except as expressly modified herein, all the terms and provisions contained in the Lease are hereby ratified and remain in full force and effect. This Amendment shall bind and benefit the permitted successors and assigns of the respective parties hereto.
5. Counterparts; Delivery. This Amendment may be executed in any number of counterparts, each of which may be considered an original but which together shall constitute one and the same document. Delivery of an executed counterpart to this Amendment by facsimile or portable document format (PDF) transmission shall be as effective as delivery of a manually signed counterpart of this Amendment.
6. Authority. Landlord and Tenant each have full power and authority to enter into and consummate the transactions contemplated by this Amendment, and each party has obtained all required approvals and authorizations in connection therewith. The execution and delivery by the parties of this Amendment and the consummation of the transactions identified in this Amendment, and the performance by each party of its obligations under this Amendment, shall not conflict with, or result in, any violation or termination of, or any default under (either immediately or with notice or lapse of time) or the creation of any right of acceleration or any lien, charge or encumbrance pursuant to any provision of any agreement, contract, mortgage, lease, license or other instrument to which such party or the Leased Premises are bound.

[Signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant executed and delivered this Amendment as of the day and year first written above.

WITNESSES

WITNESSES

LANDLORD:
THE CITY OF NEW HAVEN

By: _____
Justin Elicker
Mayor

TENANT:
TWEED-NEW HAVEN AIRPORT AUTHORITY

By: _____
John Picard
Chair
Board of Directors

Property Map

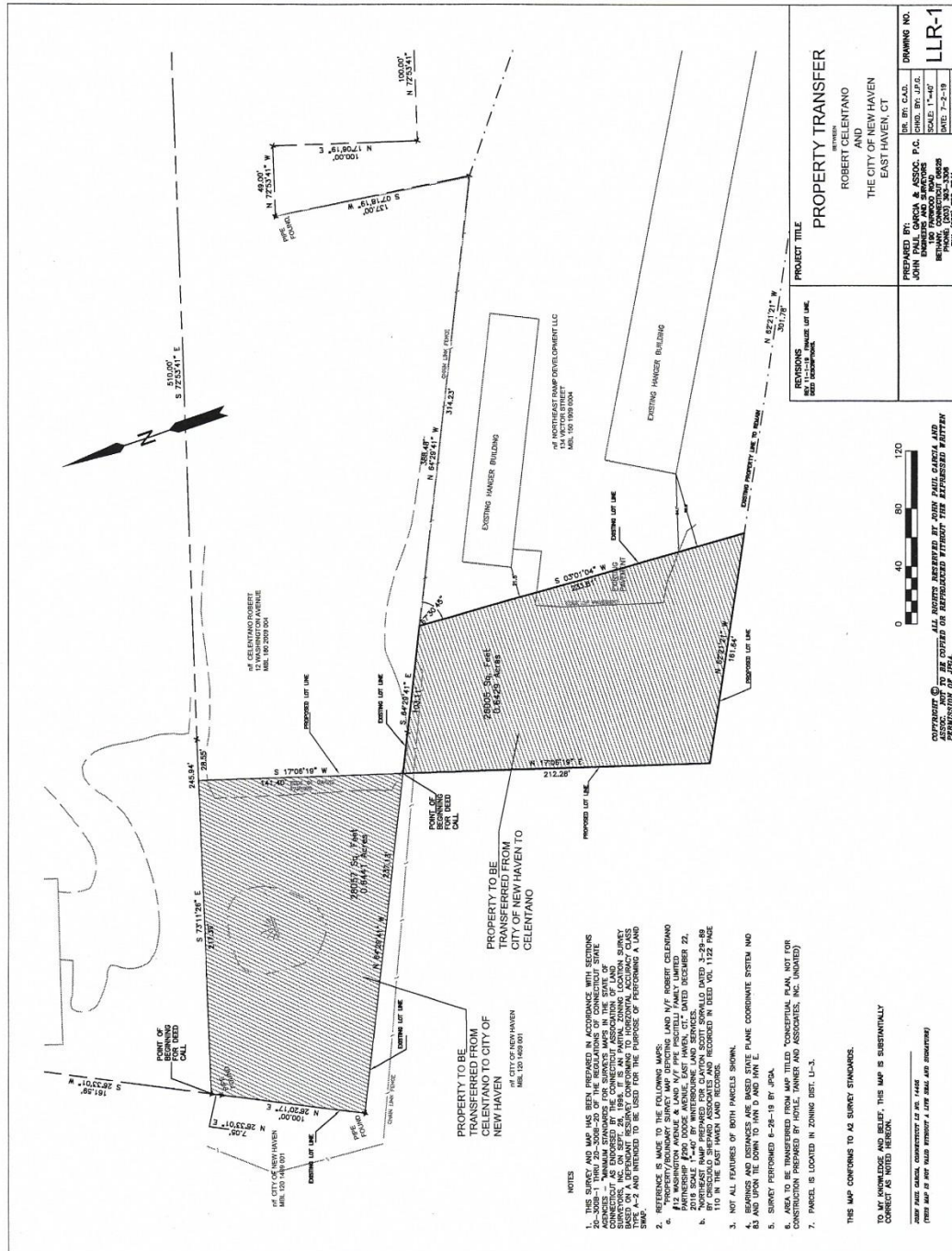


EXHIBIT B-1

Property Description

PARCEL TO BE TRANSFERRED FROM CITY OF NEW HAVEN TO CELENTANO

BEGINNING AT A POINT IN THE COMMON LINE BETWEEN CELENTANO AND THE CITY OF NEW HAVEN, BEING THE SAME CORNER AS MARKED IN COURSE 2 ABOVE, THENCE S 64d-29'-41"E 103.11' TO A POINT, THENCE S 03d-01'-04" W 233.81' TO A POINT, THENCE N 62D-21'-21" W 161.64' TO A POINT, THENCE N 17d-06'-19" E 212.28' TO THE POINT AND PLACE OF BEGINNING, SAID PARCEL COMPRISING 28,005 SF 0.643 ACRES.

Said parcel being more accurately shown on a map titled "Property Transfer between Robert Celentano and the City of New Haven, East Haven, Ct. " drawing no. LLR-1 dated 7-29-19 rev 11-1-19 scale 1"=40' prepared by John Paul Garcia and Assoc. P.C.

EXHIBIT B-2

Property Description

PARCEL TO BE TRANSFERRED FROM CELENTANO TO CITY OF NEW HAVEN

BEGINNING AT A POINT IN THE NORTH-WEST CORNER OF THE PROPERTY TO BE TRANSFERRED, THENCE S 73d-11'-26" E 217.39' TO A POINT, THENCE S 17d-06'-19" W 141.40' TO A POINT, THENCE N 64d-29'-41" W 237.13' TO AN IRON PIPE FOUND, THENCE N 26d-20'-17" E 100.00' TO AN IRON PIPE FOUND, THENCE N 26D-33'-01" E 7.05' TO THE POINT AND PLACE OF BEGINNING, SAID PARCEL COMPRISING 28,057 SF 0.644 ACRES.

Said parcel being more accurately shown on a map titled "Property Transfer between Robert Celentano and the City of New Haven, East Haven, Ct. " drawing no. LLR-1 dated 7-29-19 rev 11-1-19 scale 1"=40' prepared by John Paul Garcia and Assoc. P.C