



JOSEPH P. GANIM
Mayor

City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

May 16, 2023

Planning & Zoning Commission
City Hall - Room #206
45 Lyon Terrace
Bridgeport, CT 06604

RE: Request for a Sec. 8-24 Report
Ground Lease and Development of City-Owned Parcels
Mt. Growmore Hydroponic Container Farm & Community Wellness Center
329 Central Avenue; 118 & 124 Suggests Lane; 128 Trowel Street

Honorable Commissioners:

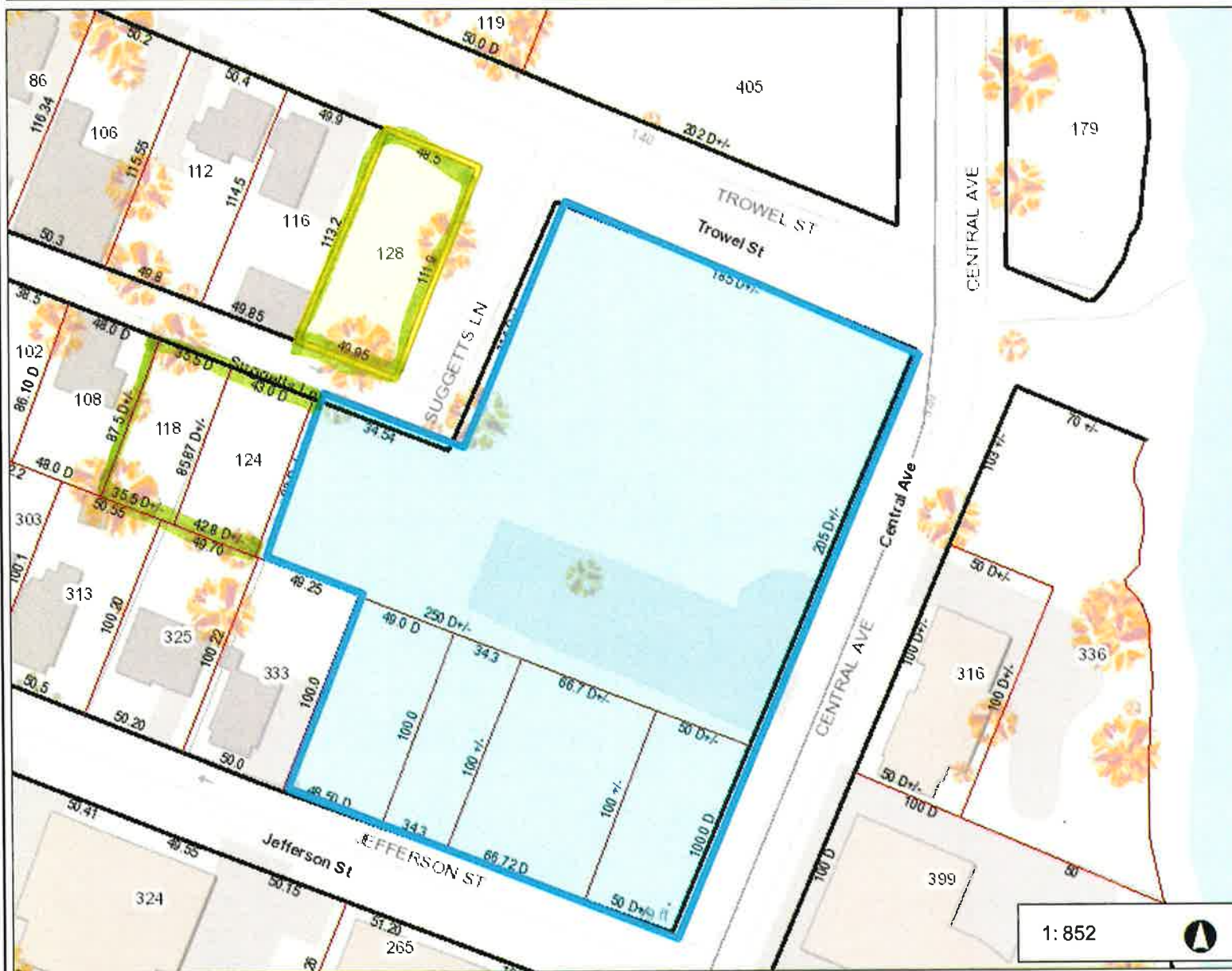
Relevant to the above-captioned city-owned properties, the City's Office of Planning and Economic Development (the "City") has submitted to the City Council the attached Ground Lease Agreement and Land Development Agreement with the East End NRZ Market & Cafe Inc. (the "Developer") pursuant to which the Developer would convert these vacant parcels into a hydroponic container farm, greenhouse garden and community wellness center.

The CT General Statutes Section 8-24 requires that prior to its final vote on these Agreements, the City Council must receive a report from the Planning & Zoning Commission (the "Commission") on the appropriateness of the proposed Agreements as they relate to *Plan Bridgeport*, the City's Master Plan of Conservation and Development. Believing the Mt. Growmore development to be both in accordance with *Plan Bridgeport* and of great benefit to the community, OPED respectfully requests the Commission's favorable report.

Thank you for the consideration.

Truly Yours,

Bill Coleman
Deputy Director



Legend

- Parcels
- Streetname
- Roadways
 - Local
 - Collector
 - Minor Collector
 - Minor Arterial
 - Major Collector
 - PA Other
 - PA Other Expwy
 - PA Interstate

1:852

141.9 0 70.97 141.9 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Created by Connecticut Metropolitan Council of Governments

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION





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Deputy Director

April 12, 2023

COMM. #54-22 Ref'd to Joint Committee on ECD&E and Contracts
on 4/17/2023

City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

**Re: Resolution Authorizing the Mt. Growmore Land Development Agreement &
Ground Lease**

Request for a Public Hearing Before the Full Council on Monday, May 1, 2023

Referral to the Joint ECDE & Contracts Committee

Dear City Clerk and Honorable Members of the City Council:

For your consideration, the attached resolution would authorize the attached *Land Development Agreement and Ground Lease Agreement with the East End NRZ Market & Café Inc.* to advance the development of "Mount Growmore," a community-led development project which shall include a hydroponic container farm, a greenhouse, and a community learning and wellness center to be developed in a campus setting.

This item will require a public hearing, which we request be ordered for the full City Council meeting of Monday, May 1, 2023.

This item is for referral to the Joint ECDE and Contracts Committee.

Truly yours,

William Coleman
Deputy Director

C: Thomas Gill, Director
Ronald Pacacha, Esq.
Thomas Gaudett

RECEIVED
CITY CLERK'S OFFICE
28 APR 12 PM 4:14
WILLIAM J. COLEMAN

Resolution Authorizing
a
Land Development Agreement and Ground Lease Agreement
with
East End NRZ Market & Café, Inc.
for
329 Central Avenue, 124 Suggetts Lane, 118 Suggetts Lane, 128 Trowel Street

WHEREAS, the City's Master Plan of Conversation and Development, Plan Bridgeport (adopted by the City Council on April 1, 2019, and officially adopted by the Planning and Zoning Commission on April 22, 2019) establishes among its guiding principles that **Bridgeport shall be a community where residents are healthy and have access to healthy food and where nature is present and accessible throughout....** (p. 5, Plan Bridgeport);

WHEREAS, Plan Bridgeport establishes as a goal that the City shall *increase the number of urban gardens and, using the 2019 Urban Agriculture Master Plan, [shall] introduce new gardens in appropriate areas....*" (Goal 5.4.6, p. 96, Bridgeport Values Nature, Plan Bridgeport);

WHEREAS, Chapter 2.123 of the Bridgeport Municipal Code of Ordinances, enacted December 3, 2012, establishes the **Food Policy Council** to *improve the availability of healthy fresh food to all residents and to increase food production and to establish policy with respect to land use such that in determining the use to be made of city ... redevelopment parcels, [City agencies] shall give special consideration to the benefit of using such sites, at least in part, for food production....* (Ch. 2.123.020 B, 1,4).

WHEREAS, on June 19, 2019, the Food Policy Council adopted the document entitled, Cultivating Community: An Urban Agriculture Master Plan for Bridgeport, which recommended the creation of a *uniform City-owned vacant lot leasing process (Section 4B.4, Recommendations, p. 19 of the Urban Agriculture Master Plan)*;

WHEREAS, the **East End NRZ Market & Café Inc. (the "Lessee" or the "Developer")** is a non-stock, nonprofit corporation which has established at 1841 Stratford Avenue a successful community-based market that specializes in the provision of fresh and healthy food;

WHEREAS, expanding upon its success in the provision of healthy food, the Lessee proposes to develop a hydroponic farm as the anchor of a larger agricultural learning campus to include a greenhouse and a wellness center in the East End of Bridgeport, (the "**Project**");

WHEREAS, pursuant to *City Council Resolution No. 125-19, as approved on August 3, 2020*, in support of the Lessee's Project, the City's Office of Planning and Economic Development ("**OPED**") and its Central Grants Office are in receipt of, and are administering, an approximately \$50,000 *Connecticut Department of Agriculture Farm Viability Grant* (the "**DOA Grant**") awarded to support the Project;

WHEREAS, in or about April of 2022, the Developer was awarded a one-million dollar grant to advance the Project via a *Community Project Federal Funding Grant* provided under the federal *Transportation and Housing and Urban Development – Economic Development Initiative*, which is administered by the *US Department of Housing & Urban Development* (the "**HUD Grant**");

WHEREAS, on May 26th of 2022, the *Connecticut Bond Commission* authorized a two-million dollar *Urban Act Grant* to the City (the “**DECD Grant**”) to support the development of the Project;

WHEREAS, in advancement of the Food Policy Council recommendations and the planning objectives noted above, OPED finds that there would be broad community and environmental and economic benefit stemming from the development of this Project on the vacant, City-owned redevelopment property, which consists of 128 Trowel Street, 124 Suggests Lane, 118 Suggests Lane and 329 Central Avenue (collectively the “**Property**”);

WHEREAS, the **East End Neighborhood Revitalization Zone (“NRZ”) Plan**, as adopted in 2005, stresses the need for the repurposing of this Property;

WHEREAS, OPED, in part with the help of the US Environmental Protection Agency (the “**EPA**”) and in part with funding from the Brownfields Program of the Connecticut Department of Economic & Community Development (the “**DECD**”), has conducted various environmental clean-up activities on this Property and anticipates that the Project, in part through the development of the concrete pads needed to support hydroponic farming trailers, will provide the hard capping needed to finalize aspects of these clean-up activities;

WHEREAS, to complement the DOA Grant, the HUD Grant, and the DECD Grant mentioned above, the City will use existing City capital accounts, as previously approved by the City Council specifically to support NRZ sponsored projects and brownfields redevelopment projects, to fund needed capital improvements on this City-owned Property, particularly for utility infrastructure installation and for the final remediation activities required;

WHEREAS, it is in the City’s best interest to enter into the Land Development Agreement and Ground Lease Agreement attached hereto;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL that, based upon the statements and representations made herein, the Director of OPED is hereby authorized to finalize and to execute the attached Land Development Agreement and Ground Lease Agreement in substantially the form attached hereto and made a part hereof, and is further authorized to negotiate and to execute such other agreements, and to take such other necessary or desirable actions in furtherance of, and consistent with, this resolution in the best interests of the City.

LAND DEVELOPMENT AGREEMENT

between

City of Bridgeport

and

East End NRZ Market & Café, Inc., or an Affiliate

for the Redevelopment of

329 Central Avenue, 118 & 124 Suggetts Lane, and 128 Trowel Street

LAND DEVELOPMENT AGREEMENT

AGREEMENT, made this _____ day of _____, 2023 between the **CITY OF BRIDGEPORT**, a municipal corporation having an address at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (hereinafter the "**City**"), and **EAST END NRZ MARKET & CAFÉ, INC.**, a not-for-profit, tax-exempt corporation organized and existing under the laws of the State of Connecticut, having its principal place of business at 1841 Stratford Avenue, Bridgeport, Connecticut, or its approved affiliate (hereinafter, the "**Developer**").

WITNESSETH:

WHEREAS, the City's Master Plan of Conservation and Development "**Plan Bridgeport**", adopted by the City Council on April 1, 2019, and officially adopted by the Planning and Zoning Commission on April 22, 2019, establishes among its guiding principles that "Bridgeport shall be a community where residents are healthy and have access to healthy food and where nature is present and accessible throughout..." (p. 5);

WHEREAS, Plan Bridgeport establishes as a goal that the City "shall increase the number of urban gardens and, using the 2019 Urban Agriculture Master Plan, [shall] introduce new gardens in appropriate areas..." (Goal 5.4.6, p. 96, Bridgeport Values Nature);

WHEREAS, Chapter 2.123 of the Bridgeport Municipal Code of Ordinances, enacted December 3, 2012, establishes the **Food Policy Council** to "improve the availability of healthy fresh food to all residents and to increase food production and to establish policy with respect to land use such that in determining the use to be made of city ... redevelopment parcels, [City agencies] shall give special consideration to the benefit of using such sites, at least in part, for food production..." (Ch. 2.123.020 B, 1,4).

WHEREAS, on June 19, 2019, the Food Policy Council adopted the document entitled, Cultivating Community: An Urban Agriculture Master Plan for Bridgeport, which recommended the creation of a uniform City-owned vacant lot leasing process (Section 4B.4, Recommendations, p. 19 of the Urban Agriculture Master Plan);

WHEREAS, the Developer has established at 1841 Stratford Avenue a successful community-based market that specializes in the provision of fresh and healthy food;

WHEREAS, expanding upon its success in providing healthy food, the Developer proposes to develop a hydroponic farm as the anchor of a larger

campus to include a greenhouse and a learning and wellness center in the East End of Bridgeport (the "**Project**");

WHEREAS, pursuant to City Council Resolution No. 125-19, approved on August 3, 2020, in support of the Project, the City's Office of Planning and Economic Development ("**OPED**") and its Central Grants Office ("**Central Grants**") are in receipt of, and are administering, an approximately \$50,000 *Connecticut Department of Agriculture Farm Viability Grant* (the "**DOA Grant**") awarded to support the Project;

WHEREAS, on or about April of 2022, the Developer was awarded a one-million dollar federal grant to advance the Project via a *Community Project Federal Funding Grant* provided under the federal *Transportation and Housing and Urban Development – Economic Development Initiative*, which is administered by the *US Department of Housing & Urban Development* (the "**HUD Grant**");

WHEREAS, on May 26th of 2022, the *Connecticut Bond Commission* authorized a two-million dollar *Urban Act Grant* to the City (the "**DECD Grant**") to support the development of the Project;

WHEREAS, in advancement of the Food Policy Council recommendations and the planning objectives noted above, OPED finds that there would be broad community, environmental and economic benefit stemming from the development of this Project on the vacant, City-owned redevelopment property, which consists of 329 Central Avenue, 118 Suggests Lane, 124 Suggests Lane and 128 Trowel Street (collectively the "**Property**");

WHEREAS, the East End Neighborhood Revitalization Zone ("**NRZ**") adopted a plan in 2005 (the "**Plan**") stresses the need for the repositioning of this Property;

WHEREAS, OPED, in part with the help of the US Environmental Protection Agency (the "**EPA**") and in part with funding from the Brownfields Program of the Connecticut Department of Economic & Community Development (the "**DECD**"), has conducted various environmental analyses and clean-up activities on this brownfield property and anticipates that the Project, particularly through the construction of the concrete pads needed to support hydroponic farming trailers and other impervious surfaces, will also serve to provide the hard capping needed to finalize environmental remediation;

WHEREAS, to complement the DOA Grant, the HUD Grant, and the DECD Grant, OPED will use existing City capital accounts, as previously

approved by the City Council specifically to support NRZ-sponsored projects and brownfields redevelopment projects, to fund needed capital improvements on the Property, particularly for the construction of utility infrastructure and the final remediation activities required;

WHEREAS, it is in the City's best interest to enter into this Agreement and the accompanying lease of the Property ("**Ground Lease**") in substantially the form attached hereto;

WHEREAS, the Developer has determined, subject to its conduct of due diligence and other pre-closing investigations and activities, that the Project will be financially feasible;

WHEREAS, the parties agree that undertaking and completing the Project is in the best interests of the City and its economy, will serve to promote the health, safety, morals, and welfare of its residents, and is in accord with the public purposes and provisions of the applicable state and local laws and requirements under which the Project has been undertaken.

The above recitals are incorporated into this Agreement as if fully set forth therein with full legal force and effect.

NOW THEREFORE, in consideration of the representations, warranties, covenants, agreements and the obligations of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

ARTICLE I

DEFINITIONS

For the purpose of this Agreement and the Schedules annexed hereto, the following terms shall have the meanings assigned to them below:

"**Access Agreement**" shall mean an agreement requested by the Developer seeking access to the Property for its due diligence purposes including provisions for the Developer's indemnification of the City, evidence of insurance, and requiring restoration of the Property to its condition prior to the Developer's entry.

"**Affiliate**" of, or a person "affiliated" with, the Developer shall mean any corporation or other entity that is, directly or indirectly, through one or more

intermediaries, boards of directors, owners, shareholders or operating managers, controlled by or under common control with the Developer.

"Agency" shall mean the Office of Planning and Economic Development of the City of Bridgeport, which shall be responsible for ensuring that the Developer's Project is designed, funded, constructed and completed in accordance with the Plan.

"Agreement" shall mean this Land Development Agreement between the City and the Developer, together with all documents, Exhibits and Schedules referred to herein or annexed hereto, which are incorporated by reference as if fully set forth herein.

"Applicable Laws" shall mean any and all federal, state, or municipal law, or decisions made by a court, agency, commission, board, bureau, or instrumentality having jurisdiction under any applicable laws related to the Project or the ability to enforce the same.

"Approval" shall mean approval or consent in writing required from or by a party in such form, executed in such manner and containing such information required by this Agreement.

"City" shall mean the City of Bridgeport, located in Fairfield County, Connecticut, organized and existing by virtue of an Act of the General Assembly of the State of Connecticut, acting through its mayor, his designee, or another duly-authorized administrative officer, its elected and appointed officials, officers, executives, administrators, employees, agents and contractors, and any successor in interest, whether by act of a party or parties to this Agreement, by operation of law, or otherwise.

"City Development Costs" shall mean the costs expended by the City of Bridgeport as described herein and including, without limitation, completion of the Remediation of the Existing Environmental Conditions on the Property, certain other pre-development work relating to bringing utilities to the Property, and any other costs and expenses related to the preparation of the Property for the development of the Project.

"City Remediation Activities" shall mean the City's obligation to complete at the City's sole cost the Remediation related to Existing Environmental Conditions described in the Environmental Reports pursuant to a remedial action plan approved by the Connecticut Department of Energy And Environmental Protection so that the Developer's Improvements to the Property in connection with the Project can be constructed.

"City Utility Activities" shall mean the City's obligation to provide at the City's sole cost and expense utility services to the Property including, gas if

available in the public street abutting the Project, public water and sewer connections, and electricity services that will enable the Developer to incorporate and connect such utility services to the Improvements.

"Contractor" shall mean contractors, subcontractors, and consultants employed directly or indirectly by a Party and procured in the manner required herein or by any state, federal or private funding source.

"Control" (including the terms "controlling," "controlled by," and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management, decisions and/or policies of any person, corporation or other entity whether through the ownership of securities, by contract or otherwise.

"Developer" shall mean the Developer identified herein, a not-for-profit, tax-exempt corporation organized and existing under the laws of the State of Connecticut, and shall include its officials, officers, executives, administrators, employees, agents and contractors (**"Developer Parties"**), any successor in interest or assign, whether by act of a party or parties to this Agreement, or by operation of law, or otherwise, but shall not mean a mortgagor of, or a holder of any mortgage or lien on the Property. All references to Developer contained in this Agreement shall be deemed to include any Affiliate.

"Environmental Conditions" shall mean the Release or migration of Polluting Substances, alone or in conjunction with other substances, at, upon, under, onto, generated by, emanating or having emanated from, or emitting or having been emitted from, the Property under Applicable Law.

"Environmental Laws" shall mean all statutory and common federal, state and local laws, rules, orders, regulations, statutes, ordinances, codes, orders, decrees or other requirements of and/or within the jurisdiction of any Governmental Authority, now or at any point in effect and applicable to the City and/or Developer and regulating, relating to, or imposing liability for the protection of the environment, or any Polluting Substances, including without limitation the following: The Clean Air Act, 42 USC Section 7401 *et seq.*; the Clean Water Act, 33 USC Section 1251 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601 *et seq.* ("CERCLA"); the Solid Waste Disposal Act, as amended by the Resource Conservation Recovery Act, 42 USC Section 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 USC 2601 *et seq.* ("TCSA"); the Emergency Planning and Community Right to Know Act, 42 USC 11001 *et seq.*; the Pollution Prevention Act of 1990, 42 USC Section 13101 *et seq.*; the Occupational Safety and Health Act, 29 USC 651, *et seq.*, ("OSHA"); and Title 22a of the Connecticut General Statutes, as any of them may be amended from time to time.

"Environmental Release" shall mean the release document to be delivered by the Developer to the City at Closing in the form attached hereto as **Exhibit 4**.

"Existing Environmental Conditions" means those Environmental Conditions existing prior to or the date of this Agreement identified in environmental reports provided to the Developer and identified herein that are the City's responsibility .

"Final Construction Improvements" shall mean the completion of the Improvements in accordance with the Final Plans and Specifications as set forth and referred to in the permanent certificate of occupancy therefor.

"Final Plans and Specifications" shall mean the Developer's Plan that is further developed and prepared by the Project Architect to approximately 70% completion and submitted to the City for Approval pursuant to this Agreement, which when Approved by the City shall be incorporated by reference as if fully set forth herein. Construction of the Improvements in accordance with such Final Plans and Specifications shall be subject, but not limited to, the legal requirements of the City and all governmental agencies and authorities, boards and commissions having jurisdiction over the Project and the construction of the Improvements, including design review and approval of preliminary or schematic design, final design documents, preliminary and final site plans, elevations, traffic studies, landscaping plans, plumbing, mechanical, electrical and related plans and specifications, construction drawings, as-built plans and surveys, filed maps, permits, governmental approvals and such other information as may be reasonably required by such governmental agencies or authorities.

"Future Environmental Conditions" means those Environmental Conditions that come into existence after the date of this Agreement that are caused or permitted by any of the Developer Parties that are the Developer's responsibility.

"Governmental Agency" shall mean any federal, state, or local court, agency, commission, board, bureau, or instrumentality having jurisdiction under or ability to enforce any Applicable Laws related to the Project.

"Ground Lease" shall mean that certain long-term lease and occupancy agreement that the Parties will enter into upon the substantial completion of the Project in substantially the form attached that may be modified by mutual agreement of the Parties consistent with and not in contradiction with this Agreement, an unexecuted copy of which is attached hereto and made a part hereof as **Exhibit A**.

"Improvements" shall mean those certain physical improvements to be made by the Developer on the Property or related to the Project, as more fully

described in the Plan submitted by the Developer and as to which the City has given its Approval.

"Permitted Use" shall mean the City's approval of the leasing of the Property to the Developer for the construction of a hydroponic farm, learning campus and wellness center for the benefit of the citizens of Bridgeport and for no other use without the City's prior written Approval.

"Plan" shall mean the Developer's preliminary site plan and illustration of the Improvements to be constructed on the Property, which Plan is attached hereto or shall be attached hereto within thirty (30) days after the execution of this Agreement as **Exhibit B**. Said Plan shall be developed into a detailed site plan based upon an A-2 T-2 quality survey, including elevations, preliminary or schematic design drawings, detailed design drawings and specifications, Final Plans and Specifications, budgets and cost estimates, schedules, evidence of compliance with all Applicable Laws, including but not limited to applicable zoning and building laws, environmental, health and safety laws and the like, together with such other materials and information as the Agency or any authority having jurisdiction may require that shall be used for the preparation of the Final Plans and Specifications. Upon the City's giving Approval of the Plan, the Plan shall be incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

"Polluting Substances" shall mean any hazardous, toxic, polluting or regulated substance identified in Environmental Laws, including any substances determined by a Governmental Agency to pose an actual or potential threat to human health or the environment.

"Project" shall mean the design and construction of the Improvements on the Property in accordance with the Plan set forth in this Agreement.

"Project Architect" shall mean such architect chosen by the Developer.

"Project Cost" shall mean the final cost of construction including all permits, professional fees, and soft costs, as more fully described in the Plan.

"Project Phasing" shall mean the process and timing of each Party's respective work and other activities set forth in the Schedule so that such work is properly timed, coordinated, pursued and completed within the milestone dates set forth in the Schedule including the establishment of any mandatory milestone dates that could or would stop or interrupt the progress of a phase or the completion of other work that is conditioned on a Party meeting its obligations on a particular date.

"Property" shall mean the real property located at 329 Central Avenue, 118 Suggetts Lane, 124 Suggetts Lane and 128 Trowel Street, Bridgeport,

Connecticut more specifically described as those parcels of real property identified on **Schedule A** attached hereto and made a part hereof.

"Release" shall mean any spill, discharge, leak, emission, migration, or other intentional or unintentional release of any Polluting Substance under the Environmental Laws.

"Remediation" shall mean any and all investigative, mitigation, containment, removal, monitoring, and cleanup activity pursuant to an approved remedial action plan approved by the State Department of Energy and Environmental Protection consistent with and necessary to achieve compliance with Connecticut Remediation Standards Regulations found in Sections 22a-133k-1 et seq. of the Regulations of Connecticut State Agencies, as they may be amended from time to time ("**RSRs**") or other Environmental Laws as a result of Environmental Conditions, and the allocation of responsibility therefor described herein.

"Schedule" shall mean the Developer's preparation and submission to the City within thirty (30) days after the execution of this Agreement a comprehensive schedule of all activities related to the development of the Project, including due diligence activities, applying for and obtaining land use permits, a design schedule including conceptual design, design development, and final design, a financing schedule, City Remediation Activities, City Utility Activities, construction schedule and a proposed operations start date for the hydroponic farm initially, which schedule shall include milestone dates, including mandatory milestone dates, blackout periods, if any, and the like and the same shall be attached hereto as **Exhibit C**, as the same may be amended from time to time. The Schedule shall not exceed time frames set forth in or to be developed under this Agreement without the mutual Approval of the Parties, shall be revised at appropriate intervals as required by the conditions of the Work and the Project, shall be related to the entire Project to the extent required by this Agreement, and shall provide for expeditious and practicable execution of the Work. The Developer shall plan for the coordination, phasing and scheduling of the activities of the City's contractors with the Work of the Developer and its contractors, who shall cooperate with one another. The Developer shall propose revisions to the Schedule deemed necessary after a joint review with the City by upon mutual Approval of the Parties, not to be unreasonably withheld or delayed. The Schedule, as it may be amended by mutual agreement, shall constitute the Schedule to be used by the Developer's general contractor or construction manager, its separate contractors and the City and its contractors until subsequently revised as provided herein. Unless otherwise provided herein, when the City performs construction or operations related to the Project with its own contractors, the City shall be deemed to be subject to the same obligations and to have the same rights which apply to the Developer and the Developer Parties under this Agreement.

ARTICLE II

CONDITION OF PROPERTY

SECTION 2.1 **Ground Lease of Property**. The City agrees to enter into a Ground Lease of the Property to the Developer upon the issuance of a certificate of occupancy for the hydroponic farm, subject to all of the terms, covenants and conditions of this Agreement, including but not limited to the City's right to terminate such Ground Lease if the Developer fails to complete the Project in accordance with the Schedule, as the same may be amended by mutual consent of the parties, or fails to commence operations of the hydroponic farm within sixty (60) days following the issuance of a certificate of occupancy therefor.

SECTION 2.2 **Condition of the Property; City Obligations**.

(a) The City agrees to deliver possession of the Property pursuant to the Ground Lease to the Developer free of all tenants and occupants. The City shall deliver the Property with all existing improvements thereon free of debris, construction materials and the like related to City work.

(b) The City has disclosed all known subsurface water conditions, such as, streams or aquifers, and Environmental Conditions. The City represents that it has disclosed to the Developer any and all information, including any geotechnical reports and soil samples, in its possession regarding the conditions of the Property and leaves the Developer to determine and satisfy itself that the condition of the Property is acceptable for purposes of constructing the Project during its Due Diligence activities.

(c) The City agrees that, upon the Developer's discovery and notice to the City of unanticipated and previously undisclosed subsurface conditions with supporting documentation ("**Latent Defects**"), it will act in good faith and with diligence to seek and obtain the necessary funding to address such Latent Defects in a manner reasonably acceptable to the parties.

(d) The City agrees to conduct the City Remediation Activities, including but not limited to, the import of clean fill material needed to make the site level according to the Schedule.

(e) The City further agrees to conduct the City Utility Activities according to the Schedule.

Except as stated in this Agreement, the City has not made and does not make any representations or warranties as to the physical condition, expenses, operations, legality of occupancy, governmental compliance or any other matter or thing affecting or relating to the Property, the construction of the Improvements or the use thereof by the Developer, except as herein specifically set forth. The Developer hereby expressly acknowledges and represents that no such representations or warranties have been made to it, and if, after the inspections and examinations permitted to be made upon the Property by the Developer, the Developer agrees to lease the Property "**AS IS, WHERE IS, WITH ALL FAULTS**" that exist at the time of execution of this Agreement, normal wear and tear and deterioration by the elements prior to the closing excepted. The City shall not be liable or bound in any way for any oral statements, representations, or information pertaining to the Property furnished by any real estate broker or agent of either party, or any other person. The Parties understand and agree that all prior and contemporaneous representations, statements, understandings and agreements, oral and written, between the parties are merged into this Agreement, which alone fully and completely expresses the agreement of the Parties. The obligation of the Developer to lease the Property is subject to its evaluation, investigation and testing of the Property condition as set forth herein.

SECTION 2.3 Ground Lease of the Property to the Developer. The City shall convey a ground leasehold interest in the Property on the Closing Date defined herein. The City shall convey such ground leasehold interest in substantial accordance with the Ground Lease attached hereto and made a part hereof as **Exhibit A**, subject to the Permitted Encumbrances and further subject to the terms and conditions set forth in this Agreement that are specifically stated to survive delivery of the Ground Lease.

SECTION 2.4 Ground Rent. The City agrees to rent the Property to the Developer for the nominal sum of One Dollar (\$1.00) per year during the Term (the "**Ground Rent**") for the Initial Term and any Additional Terms in the aggregate. Such Ground Rent shall be prepaid upon execution of this Agreement for the entire Initial Term and any Additional Terms.

SECTION 2.5 Access to the Property. The Developer shall have access to the Property for testing and evaluation at all reasonable times and hours from Monday through Saturday, except holidays observed by the City, upon reasonable advance notice, upon providing certificates of insurance and required policy endorsements from the Developer and all of its contractors and consultants deemed in form and content acceptable to the City.

SECTION 2.6 Closing Adjustments. The City is a municipal government exempt from most state sales taxes and all local property taxes. The City will remove of record any tax liens incurred prior to the Closing Date. Real and personal property taxes are assessed in accordance with State statutes. In the event that any State or local taxes are assessed against the

Property or the Developer under the Ground Lease in violation of existing law, the City agrees to cooperate with the Developer to have unlawful assessments or taxes removed or released. Although the Property has not been occupied for many years, if necessary the City will arrange for the release of any WPCA fees incurred prior to the Closing Date.

SECTION 2.7 **State of Title.** The Property will be leased subject to those exceptions to title set forth below (the "**Permitted Encumbrances**"):

(a) The Developer shall obtain a title commitment for a leasehold interest in the Property within thirty (30) days after the execution of this Agreement such that _____ (the "**Title Company**") will be willing to approve and insure at normal rates, title to the Developer's leasehold interest in the Property subject to the exceptions set forth in its title commitment, a copy of which has been or will be provided to the City and shall be included as **Schedule B** annexed hereto and to standard printed exceptions in such Title Company's form of policy. The parties shall mutually agree as to the Property description for leasing purposes and to the Permitted Encumbrances to be set forth on **Schedule B** annexed hereto.

(b) If at the Closing Date there exist any other liens or encumbrances not contained on **Schedule B** that the City has incurred or permitted and is obligated to pay or discharge in order to convey to the Developer such leasehold interest as is herein provided to be conveyed, the City shall satisfy the same, provided:

(i) The City shall deliver to the Developer at the closing of title, instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with monies sufficient for the cost of recording or filing said instruments; or

(ii) The City, having made arrangements with the Title Company selected by the Developer, shall deposit with said Title Company sufficient monies acceptable to said Title Company to insure the obtaining and the recording of satisfactions of such liens and encumbrances. The existence of any such liens or encumbrances shall not be deemed objections to title if the City shall comply with the foregoing requirements and the Title Company shall make no exception from coverage therefor.

(c) In the event that on the Closing Date the title to the Property shall be subject to mortgages, liens, encumbrances or objections other than Permitted Encumbrances, or if the Developer shall have any other grounds for refusing to lease the Property under this Agreement, if the Developer is unwilling to waive the same and to lease the Property without abatement or reduction of the Ground Rent or allowance of any kind, the City shall have

the right, in the City's sole discretion, either (i) to take such action in good faith and with due diligence as necessary to remove, remedy or comply with such mortgages, liens, encumbrances, objections or other grounds or to commence a quiet title action in the Superior Court of the State of Connecticut, whereupon the City shall indemnify, hold harmless and defend the Developer from and against any and all direct loss, cost, damage and expense, including court costs and reasonable attorneys' fees incurred in connection with such encumbrance and the City's delay or failure to remove the same or (ii) cancel this Agreement, in which case the Agreement shall be null and void and have no further force and effect and the parties shall have no further obligation to one another except for those matters that specifically survive termination of the Agreement.

(d) Nothing shall constitute an encumbrance, lien, objection or other ground for a defect in title for the purposes of this Agreement if the Standards of Title of the Connecticut Bar Association, as amended from time to time, recommend that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien, objection or other ground. No attempt to cure any alleged encumbrance, lien, objection or other ground shall constitute an admission of its validity.

(e) A notice of the Ground Lease in form acceptable to and executed by both of the Parties may be recorded in the Bridgeport Land Records and when recorded shall constitute a Permitted Encumbrance upon the Property but not otherwise.

Section 2.8 Environmental Representations.

(a) **Environmental Reports on the Property.** The City has disclosed the environmental reports concerning the Property identified on **Schedule D** and shall provide such additional reports that the City may conduct to the Developer after the execution of this Agreement. The City will make available any additional environmental materials in its possession to the Developer promptly after receiving the same.

(b) **Obligations of the Developer.** It is the Developer's obligation to determine the environmental condition of the Property to its satisfaction during the Inspection Period (defined below). The Developer agrees to cooperate by promptly providing to the City, without warranty or representation as to the accuracy, correctness or completeness thereof, copies of all environmental reports, correspondence, tests and analyses that result from the Developer's efforts or which have been received from any third party, consultant, engineer, or governmental agency or authority having jurisdiction or that have been obtained by the Developer, and documents otherwise available to it or contained in its files concerning the Property.

(c) **Connecticut Transfer Act.** The City makes no representations as to whether the Property constitutes an "establishment", as that term is defined in the Connecticut Transfer Act (Connecticut General Statutes §§ 22a-134, *et seq.*) (the "**Transfer Act**") and compliance with the Transfer Act is not applicable to this transaction.

SECTION 2.9 Inspection Contingency. The Developer's obligation under this Agreement is conditioned upon its ability to conduct inspections and to test the Property during the inspection period, which commences on the date of execution hereof and expires **ninety (90) days** thereafter (the "**Inspection Period**") to ensure that the Property is in acceptable physical and environmental condition for construction of the Project and for the Permitted Use of the Developer (the "**Inspection Contingency**"). If, at the end of the Inspection Period, the results are unacceptable to Developer, in its sole and absolute discretion, the Developer shall before the expiration of **fifteen (15) calendar days** after the end of the Inspection Period give written notice to the City of its election to cancel this Agreement, and, if such termination notice is not delivered, the Agreement shall continue in full force and effect as if such Inspection Contingency was not a part of this Agreement, in which case the Parties shall proceed to a closing. Upon the termination of this Agreement, the Parties shall have no further obligation to each other except for those responsibilities specifically stated to survive early termination, which shall survive and be binding upon the Parties.

SECTION 2.10. Zoning and Land Use Contingency. The Developer has the right to determine to its sole satisfaction what permits and approvals will be required to permit the proposed development of the Project on the Property at its sole cost and expense and shall obtain the same within one hundred eighty (180) days after the City has completed the City Remediation Activities and the City Utility Activities (the "**Land Use Contingency**"). The City makes no representations concerning special permit uses, or any other uses, permits or approvals required for the development of the Project, including permits or waivers for any increase in floor area ratio, required parking and the like. If the Developer does not receive all permits and approvals at the expiration of the Land Use Contingency, the Agreement shall be terminated and the parties shall have no further obligation to one another except for those items that are specifically stated to survive the expiration or earlier termination of this Agreement.

SECTION 2.11 Pre-Closing Indemnification and Insurance Requirements.

(a) **Indemnification.** The Developer agrees to defend, indemnify and hold harmless the City from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including without limitation direct damage to the City's property or the property of others, and costs

of every kind and description arising from the Developer's negligence or misconduct in connection with the inspection work or activities conducted under this Agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Developer shall not be responsible or obligated for claims arising due to the sole proximate cause of the City.

(b) **Insurance requirements:** The Developer is required to obtain the following insurance coverage and shall procure, present to the City, and maintain in effect through and including the Closing Date or the earlier termination of this Agreement without interruption and during the term of the Ground Lease the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A + 15 or rating otherwise acceptable to the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement and under the Ground Lease, as applicable. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of \$5,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$2,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

Property Damage insuring against direct damage loss to buildings, structures or improvements and all materials and equipment to become part of the temporary construction requirements or to permanent buildings, structures or improvements (including boiler and machinery equipment), including materials and equipment in transit and thereafter stored on-site or off-site. Coverage shall include standard builders risk broad form coverage including repair and replacement including agreed amount clause covering 100% replacement value with no co-insurance

requirement, including flood, collapse and earthquake. Waivers of subrogation will be provided for all interested parties named herein. The City shall be named as loss payee as its interests may appear. Developer, its contractors and subcontractors will be responsible for insuring their respective equipment, tools and materials brought to the Property but which are not intended to become part of the temporary construction requirements or part of the permanent structures, buildings or improvements.

Builder's Risk insurance covering materials, fixtures and/or equipment being used in the construction or renovation of a building or structure should those items sustain physical loss or damage from a covered cause including perils such as fire, wind, theft and vandalism.

General requirements. All policies shall include the following provisions:

Cancellation notice—The Developer shall arrange with its insurance carriers to provide the City with not less than 30 days' prior written notice of cancellation or non-renewal **BY POLICY ENDORSEMENT** to be given to the City at: Office of Planning and Economic Development, City of Bridgeport, City Hall Annex, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD 25S form authorized and executed with the original signature or official stamp of the insurer or a properly-authorized agent or representative thereof reflecting all coverage required and delivered to the City prior to any entry onto the Property or the commencement of work or other activity under this Agreement.

Additional insured—The Developer shall arrange with its insurance agents or brokers to name the City as an additional insured party on all policies of primary and excess insurance coverages **BY POLICY ENDORSEMENT**. The Developer shall submit to the City upon commencement of this Agreement and periodically thereafter, but in no event less than once during each year of this Agreement and during the term of the Ground Lease, as applicable, evidence of the existence of the required insurance in the form required hereby. Such certificates shall specifically designate the City in the following form and manner:

The City of Bridgeport, its elected and appointed officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA

Attention: Office of Planning and Economic Development

999 Broad Street
Bridgeport, Connecticut 06604

SECTION 2.12 Project Phasing; Timetable. Due to the rights and obligations of the Parties in connection with the evaluation of the Project, the completion of various preconditions, the requirement that the Parties cooperate and coordinate their respective activities related to the Project, and the desire to ensure that each Party adheres to and/or acknowledges the dates and durations contained in the Schedule, the Developer shall prepare a preliminary Schedule within sixty (60) days after the execution of this Agreement in which the Developer shall organize the following activities in a manner that satisfies the respective needs of the Parties and provides for the efficient and effective development of the Project within a period from the date of the execution of this Agreement until issuance of a certificate of occupancy that does not exceed three (3) years, as follows:

- Title Commitment
- Engagement of Design Firm
- Engagement of Builder
- Inspection Contingency
- Funding Contingency
- Pledge Contingency
- Preparation of Preliminary Design
- Preparation of Design Development Documents
- Preparation of Issued-For-Construction Documents
- Land Use Approval Contingency
- City approval from CT DEEP of a Remedial Action Plan
- City Remediation Activities
- City Bids and Awards Utility Contract
- City Utility Activities
- Issuance of Building Permit
- Construction of the Improvements
- Certificate of Occupancy
- Ground Lease Closing
- Other Items

SECTION 2.13 Closing of the Ground Lease

Upon the Developer's receipt of a certificate of occupancy and a certificate of zoning compliance for the hydroponic farm portion of the Project at a minimum in conformance with the requirements of this Agreement, the Parties shall promptly execute the Ground Lease in substantially the form attached hereto and shall deliver such other documents as required herein and do such other things that the Parties mutually require in connection with the Project (the "**Closing Date**"), as follows:

(a) **Developer's Closing Documents and Requirements.** The Developer shall deliver the following items at or before the Closing:

- (i) Evidence of Project Financing
- (ii) Copies of all land use permits and approvals
- (iii) Certificate of Occupancy
- (iv) Certificate of Zoning Compliance
- (v) Corporate resolution
- (vi) Legal opinion
- (vii) Executed Ground Lease
- (viii) Executed Notice of Ground Lease
- (ix) Prepaid Rent
- (x) Evidence of Insurance Protecting City as Owner
- (xi) Environmental Release

(b) **City's Closing Documents and Requirements.** The City shall deliver the following items at or before the Closing:

- (i) Environmental Land Use Restriction and Survey
- (ii) Executed Ground Lease
- (iii) Executed Notice of Ground Lease

SECTION 2.14 Additional Contingencies

(a) **Funding Contingency.** This Agreement is contingent upon the Developer or the City receiving (i) \$49,999.00 in the form of a *Connecticut Department of Agriculture Farm Viability Grant*, (ii) \$1,000,000 in the form of funding from the federal *Transportation and Housing and Urban Development – Economic Development Initiative*, which is administered by the *US Department of Housing & Urban Development*, and \$2,000,000 in the form of an *Connecticut Urban Act Grant*, which is administered by the *State of Connecticut DECD*. As to any such funding sources being administered or managed by the City, the City shall provide to the Developer proof of the availability of said funds and one or more disbursement schedules acceptable to the Developer. Such funds shall be paid to the Developer promptly in accordance with the requirements of each funding source, which requirements shall be set forth and described on **Exhibit E** attached hereto and made a part hereof as soon as the City determines such requirements.

(b) **Land Use Approvals Contingency.** This Agreement is contingent upon the Developer's receipt of all non-appealable state and municipal approvals necessary to construct, occupy and operate the Project (the "**Governmental Approvals**"). The Developer shall have a period of **one (1) year** from the execution of this Agreement to obtain the Governmental Approvals (the "**Governmental Approvals Deadline**"). In the event any of the Governmental

Approvals are appealed, then the Developer shall have the right to extend the Governmental Approvals Deadline until the resolution of such appeal. In the event that the Developer does not obtain the Governmental Approvals in the required time frames as provided herein, the Developer may terminate this Agreement, whereupon the Parties shall have no further obligation to each other except for those responsibilities specifically stated to survive early termination, which shall survive and be binding upon the Parties. The City shall cooperate with the Developer with the execution of any and all documents in the application for such Governmental Approvals.

ARTICLE III

RESTRICTIONS AND EASEMENTS

SECTION 3.1. Use of the Property. The Developer acknowledges that its use of the Property is subject to the terms and conditions of any and all agreements related to the leasing of the Property, use of the Project, this Agreement and all documents and agreements referred to and/or incorporated by reference, and the terms and conditions of any and all federal, state and municipal permits and approvals or funding obtained or required in connection with the Project.

SECTION 3.2. Restrictions on Use of the Property. Developer covenants and agrees for itself, its successors and assigns, and all successors in interest to the Property or any part thereof, that the lease conveying a ground leasehold interest the Property shall contain the following language specifically related to the use of the Property:

(a) **Permitted Use.** The Property shall primarily be used as a hydroponic container farm, greenhouse, wellness center and learning campus for the benefit of the Bridgeport community, including all necessary and desirable accessory uses reasonably related to such use, including but not limited to off-street parking, and shall not be used or devoted in whole or in part to any other purpose without the express prior written Approval of the City, and shall not be used in a manner inconsistent with or in violation of any of the limitations or requirements of this Agreement and the Ground Lease (the "**Permitted Use**"); nothing contained herein shall prohibit residents from outside the City from taking advantage of the products from the hydroponic farm, the wellness center programs and the learning center programs.

(b) **Restrictions on Transfer or Assignment.** The Property shall be leased by the Developer for purposes of the Permitted Use and not for any

other purpose or to any other entity without prior notice to the City and receipt of the City's Approval. The Developer shall have the right to sublease one or more portions of the Property to an Affiliate or to any other subtenant or assignee who shall operate such portion of the Property consistent with the Permitted Use. The City is willing to Approve subleases promptly upon receipt of fully-executed copies of such subleases containing terms and conditions consistent with this Agreement, including an obligation upon each such subtenants to adhere to the terms and conditions of the Ground Lease and provide the insurance and indemnification requirements to which the Developer is subject to hereunder. The City agrees to execute Non-Disturbance and Recognition Agreements with the Developer and any Approved subtenant whereby in the event the Developer and/or City shall terminate the Lease, the lease of the subtenant shall remain in full force and effect.

(c) Prohibition Against Discrimination. The Developer Parties and their respective successors and assigns shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, intellectual disability or physical disability, in the use of the Property, the Project, or any Improvements to be erected thereon, or in its employment or contracting practices, shall not effect or execute any agreement, lease, conveyance, or other instrument having a discriminatory intention or effect, and shall comply with all federal, state and local laws, in effect from time to time, prohibiting discrimination. The Developer shall not sublease or otherwise convey any interest in, or permit use of occupancy of the Property without notice to the City and receipt of its prior written Approval.

SECTION 3.3. Developer to Cooperate with the City

The Developer agrees to cooperate fully with the City with regard to all matters referred to in this Agreement, whether such matters occur before or after the Developer acquires a leasehold interest in the Property.

SECTION 3.4. Covenants Binding Upon Successors in Interest; Duration; Enforcement.

(a) The Developer acknowledges that this Agreement and the agreements and covenants set forth in the Ground Lease shall be covenants running with the land, and that such covenants shall, in any event, and without regard to technical classification or designation, legal or otherwise, be binding upon the Developer, its successors and assigns, to the fullest extent provided by law and in equity for the benefit of and enforceable by the City, its successors and assigns, against the Developer and its successors and assigns.

(b) The Developer agrees that the City, its successors and assigns, are beneficiaries of the agreements and covenants contained in this Agreement, for themselves and on behalf of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been given.

ARTICLE IV

ACCESS TO PROPERTY

SECTION 4.1 Sign. The Developer shall permit the City to place and maintain an appropriate sign or signs on the Property upon the execution of this Agreement and until the completion of the Improvements indicating the City's interest, support and involvement in the Project.

SECTION 4.2 Access. Prior to the transfer of a leasehold interest in the Property, the City shall provide reasonable access for ingress and egress by persons pursuant to the access described herein that will require indemnification and insurance coverage. After the Closing, the Developer shall permit the City reasonable access upon receipt of prior notice to the Developer so that representatives of the City may inspect the Property and make inquiry of the Developer concerning the Developer's development of the Property under the Final Plans and Specifications, its compliance with this Agreement, and its proposed operation of the Project.

ARTICLE V

CONSTRUCTION OF THE IMPROVEMENTS

SECTION 5.1 Construction of Improvements

In partial consideration for the ground leasing of the Property, the Developer undertakes and agrees to construct on the Property the Improvements described in the Final Plan. The improvements described in the Final Plan must be completed according to the Schedule and failure to meet the mandatory milestones identified shall entitle the City to the invocation of the rights and remedies described in this Agreement.

SECTION 5.2 Commencement and Continuation of Operations

In further consideration for leasing of the Property, the Developer undertakes and agrees to operate the Project for the duration of the Term of the Ground Lease. In the event of any default by the Developer with respect to its

failure to continue operations (unless excused by force majeure, improper repairs, etc.) or to meet its other obligations hereunder, then, the City shall be entitled to pursue any and all remedies that may be available to it arising out of such default, whether hereunder or at law or in equity.

SECTION 5.3 Time for Commencement and Completion

(a) The Developer shall commence the construction of the improvements pursuant to a building permit in accordance with the Schedule, unless this Agreement has been earlier terminated by either Party pursuant to the terms hereof, within **six (6) months** after the receipt of all of the required Governmental Approvals and the expiration of any appeal periods to commence the Project. Such Improvements shall be substantially completed and the Developer shall be required to commence the operation of the hydroponic farm portion of the Project within **eighteen (18) months** from the date of issuance of the first building permit (the "**Construction Period**").

(b) The Developer shall diligently and continuously pursue construction of the improvements as required by the terms of this Agreement until substantial completion is achieved pursuant to the terms hereof. The Developer's obligation to complete the Improvements by the expiration of the Construction Period shall be deemed satisfied if Developer receives beneficial use of the Property for the operation of the Project pursuant to a temporary certificate of occupancy, so long as the completion of the necessary items to obtain a permanent certificate of occupancy (a) are normal and customary for projects similar to the improvements in size and type; (b) are capable of being satisfied or completed by the Developer within a reasonable time period; and (c) will not cause any material interference with the use and operation of the Project.

SECTION 5.4 Construction Schedules, Progress Reports, Meeting Minutes, Etc.

The Developer shall make available in the City of Bridgeport for inspection and copying by the City during normal business hours all documents, schedules, weekly and monthly construction meeting minutes, progress reports and contract compliance reports prepared in accordance with this Agreement.

SECTION 5.5 Use of MBEs, WBEs, DBEs and Efforts to Employ Bridgeport Residents and Ex-Felons.

(a) The Developer shall use all reasonable efforts, including newspaper and other advertising, contacting local minority agencies and the like, to contract for and employ the services of qualified minority business enterprises ("MBEs"), women's business enterprises ("WBEs") and disadvantaged business enterprises ("DBEs") where appropriate in performing the construction of the Improvements of the

Project in compliance with Chapter 3.12 of the Bridgeport Municipal Code of Ordinances.

(b) The Developer agrees to use all reasonable efforts to comply with Chapter 3.29 of the Bridgeport Municipal Code of Ordinances such that it will give first hiring preference to qualified workers to the fullest extent possible who are bona fide residents of the City of Bridgeport and further agrees to make all good faith efforts to achieve a minimum goal of twenty percent (20%) hiring from residents of the City of Bridgeport and five percent (5%) hiring from ex-felons. The Developer agrees to meet with appropriate City officials, including representatives of the Agency and the City's Small & Minority Business Enterprise Office, on a regular basis to discuss its efforts to meet these hiring goals.

(c) The Developer's Minority Business and Resident Hiring Plan is or shall be attached hereto after the Inspection Period and made a part hereof as **Exhibit D**.

SECTION 5.6 Tax Credits and Incentives

If the Developer intends to apply for aid from the State of Connecticut or the United States Government, the City agrees to assist the Developer in qualifying for such aid or requesting an extension of the duration or expansion of such aid.

ARTICLE VI

SUBMISSION OF PLANS; REVIEW AND APPROVAL BY THE CITY

SECTION 6.1 Time for Submission of Plans

(a) The Developer shall submit its Plan to the Agency for its review and Approval for the Project on or before **one hundred twenty (120) days** from the date of execution of this Agreement and the City shall Approve or object to such Plan within thirty (30) days after receipt of a complete set thereof.

(b) Within **one hundred twenty (120) days** after the Developer has received all Governmental Approvals for the Project except for building permits, the Developer shall submit to the City for its review and Approval the design development and Final Plans and Specifications for the Project.

SECTION 6.2 Review of Plans

(a) If the Agency does not Approve the Plan or the Final Plans and Specifications for the Improvements, as the case may be, the Developer shall,

within thirty (30) days after being notified of such disapproval and the reasons therefor, resubmit the Plan or the Final Plans and Specifications to the City, as the case may be, for review. The Agency shall have an additional fourteen (14) days after the receipt thereof to review the same and inform the Developer in writing if the Agency's Approval has been granted, provided, however, that the failure of the Agency to give its Approval within the time required shall not be deemed to be an Approval by default or a waiver of the right to Approve or object. The described submission, review and plan revision process, and the time limits for each step thereof, shall continue until the Developer receives Approval.

(b) No Approval required to be given by the City to any of the Plan or Final Plans and Specifications, or amendments thereof, shall be unreasonably refused, withheld or delayed by the City in the exercise of its commercial business judgment reasonably exercised. The purpose of the review and Approval required pursuant to this Agreement is to ensure substantial compliance with the provisions of the Plan and this Agreement and to ensure that the Plan and the Final Plans and Specifications meet the reasonable needs and goals of the City for the re-use of the Property and the creation of employment opportunities in the City.

(c) Notwithstanding anything contained in this Article to the contrary, the review and Approval of the Plan and the Final Plans and Specifications shall be separate and apart from any reviews and approvals of the use of the Property and the construction of the improvements required from federal, state and municipal agencies, boards, commissions and authorities having jurisdiction over the Property and the improvements.

ARTICLE VII

COMPLETION OF IMPROVEMENTS

SECTION 7.1 Cost of Project Improvements The Developer shall undertake and complete the construction of the Project improvements on the Property as set forth in the Final Plans and Specifications Approved by the City at its sole cost and expense, including funding from the public and private sources described herein, in a good and workmanlike manner within the times established for the completion of construction in accordance with the Schedule and the opening of the Project as set forth in this Agreement.

SECTION 7.2 Verification of Completion Within ten (10) days after the Improvements have been substantially completed, the Developer shall notify the City that the Project improvements have been completed in accordance with this Agreement and are ready for final inspection by the City. Evidence of the

satisfactory completion of the improvements shall be evidenced by the issuance, at a minimum, of a temporary certificate of occupancy for the beneficial use of the hydroponic farm improvements in accordance with the Final Plans and Specifications.

SECTION 7.3 Permits All federal, state and municipal land use permits and other approvals required by law or pursuant to the terms of this Agreement with regard to construction of the Project and the use and occupancy of the Property for the operation of the Project shall be obtained at the sole cost and expense of the Developer.

ARTICLE IX

REPRESENTATION OF THE DEVELOPER AS TO REDEVELOPMENT, TRANSFER OR OTHER CHANGES IN ITS INTEREST

SECTION 9.1 Representations as to Re-Development The Developer represents and agrees that the Ground Lease of the Property, and the other undertakings and agreements made under this Agreement, are solely for the purpose of the development and use of the Project on the Property in accordance with the terms of the Plan and will be used for such purposes specific to the Permitted Use and not for any other purposes.

SECTION 9.2 No Right to Encumber the Property or to Transfer the Developer's Interest Contrary to this Agreement

(a) The Developer shall have the right to enter into one or more bona fide financing transactions from public sources or from private sources of funds in connection with the construction of the Project and related facilities, and the acquisition of furniture, fixtures and equipment related to its business or to create or allow mortgages, liens or other security interests in the Developer's ground leasehold interest.

(b) The Developer shall have the right, upon prior written notice to the City and receipt of its written Approval, to convey, assign or otherwise transfer all or any portion of its rights or obligations under this Agreement, or all or any portion of its interest in the Property to an Affiliate of Developer, provided, however, that the Developer gives notice to the City and delivers to the City a written assignment and assumption agreement guaranteeing the performance by such Affiliate of all of present and future obligations of the Developer under this Agreement in form and content acceptable to the City in the exercise of its commercial business judgment. Upon receipt of such assignment and assumption agreement, the Developer shall be released from its obligations under the Ground Lease.

SECTION 9.4 General Indemnification of the City and the Developer

(a) The Developer hereby indemnifies, will hold harmless and defend the City from and against any and all claims, demands, actions, liability, loss, damage or expense, including without limitation all reasonable attorneys' and experts' fees arising out of the failure or neglect of the Developer to perform and comply with any of the covenants, representations, agreements and obligations arising under this Agreement, any material inaccuracy of the representations, warranties, covenants or agreements made to the City or any other governmental agency, commission, board, authority or other entity pursuant to or in connection with the terms of this Agreement or any Financing Transaction.

(b) The City hereby indemnifies, will hold harmless and defend the Developer from and against any and all claims, demands, actions, liability, loss, damage or expense, including without limitation all reasonable attorneys' and experts' fees arising out of the failure or neglect of the City to perform and comply with any of the covenants, representations, agreements and obligations arising under this Agreement, any material inaccuracy of the representations, warranties, covenants or agreements made to the Developer or any other governmental agency, commission, board, authority or other entity pursuant to or in connection with the terms of this Agreement or any Financing Transaction.

(c) Within thirty (30) days after the occurrence of an event giving rise to a claim for indemnification becomes known to a Party (the "**Indemnified Party**"), the Indemnified Party shall promptly notify the other Party (the "**Indemnifying Party**"). Such notice shall contain a brief written description of the facts relating to such claim for indemnification and shall identify or include copies of all relevant documents, pleadings or other relevant evidence relating to the claim for indemnification. The Indemnified Party shall have the right, upon giving written notice to the Indemnifying Party on or before thirty (30) days after receipt of any such claim for indemnification to assume the defense of the matter giving rise to the claim for indemnification at the sole cost and expense of the Indemnifying Party. If the Indemnifying Party does not give notice to the Indemnified Party that it intends to assume the defense of such claim within the time above specified, the Indemnifying Party shall be deemed to have elected not to assume the defense of such matter but shall nevertheless remain liable for the Indemnified Party's costs and expenses of such defense and shall pay or reimburse the Indemnified Party within thirty (30) days of demand such costs and expenses as they are incurred. The Indemnified Party agrees to cooperate promptly, in good faith and with due diligence with the Indemnifying Party's requests. The Indemnifying Party shall have no right to compromise or settle such matter unless and until it has received the prior written Approval of the Indemnified Party, which Approval shall not be unreasonably withheld or delayed in the exercise of the Indemnified Party's commercial business judgment reasonably exercised, and unless and until it has paid to the Indemnified Party all sums that

may be due and owing to either or both of them with respect to the costs and expenses incurred in defending such claim. If the Indemnified Party gives its Approval to the compromise or settlement of such claim, all Parties shall be bound by the judgment of any court or arbitrator based upon such compromise or settlement. If, on the other hand, the Indemnifying Party has elected not to assume or fails to assume the defense of such matter, the Indemnified Party alone shall have the right, as it deems appropriate or necessary in its sole and absolute discretion, to defend against any such claim and to compromise or settle the same without the prior consent of the Indemnifying Party, in which case the Indemnifying Party shall continue to be liable to the Indemnified Party for indemnification of all liabilities, costs and expenses incurred by the Indemnified Party with respect to such claim.

This indemnification provision shall survive the closing of the Ground Lease for the Property or the earlier termination of this Agreement.

9.5 **Environmental Indemnification.**

(a) The Developer hereby agrees, jointly and severally, if more than one, to indemnify, defend and hold harmless the City from and against any liabilities made or arising directly or indirectly or in connection with (i) the neglect, omission or action of the Developer, its Contractors, representatives, agents, invitees, or employees (each a "**Developer Party**") that results in Environmental Conditions that originate at the Property after the Closing Date; (ii) the failure by the Developer to construct the Project improvements such that the City cannot conduct the Remediation as proposed in any remedial action plan; (iii) any alleged or actual violation of Environmental Law by a Developer Party after the Closing Date; (iv) a breach or violation by a Developer Party of this Agreement; and (v) activities undertaken by the Developer Parties pursuant to this Agreement.

(b) The City hereby agrees to indemnify, defend and hold harmless the Developer from and against any liabilities made or arising directly or indirectly or in connection with (i) the neglect, omission or action of the City, its Contractors, representatives, agents, invitees, or employees (each a "**City Party**") that results in Environmental Conditions that originated at the Property prior to the execution date of this Agreement; (ii) any alleged or actual violation of an Environmental Law by a City Party prior to the Closing Date; (iii) a breach or violation by a City Party of this Agreement; and (iv) activities undertaken by the City Parties pursuant to this Agreement.

The provisions of this indemnification shall govern and control over any inconsistent provision of any other document executed or delivered by the Developer in connection with this Agreement. This indemnification shall survive the expiration of the Agreement or the earlier termination thereof and shall be a continuing obligation of the Developer and the City, respectively, and their

respective successors and assigns and shall inure to the benefit of the City and Developer, respectively, and their respective successors and assigns.

ARTICLE X

MAINTENANCE OF IMPROVEMENTS

SECTION 10.1 Maintenance of Improvements

For the term of the Ground Lease, unless said period shall be amended by mutual agreement of the Parties hereto, the Developer shall maintain the Project improvements in good condition, making any and all necessary capital and ordinary maintenance, repairs and replacements thereto at its sole cost and expense. In the event any or all of the improvements shall be partially or totally destroyed, Developer shall repair or reconstruct same to the same condition in which such improvements existed prior to such destruction, reasonable wear and tear and deterioration by the elements excepted, or at its option, shall construct replacement improvements of equivalent or greater value within the City of Bridgeport, all at its sole cost and expense within a reasonable time following said destruction not to exceed twenty-four (24) months from the date of such destruction.

ARTICLE XI

EVENTS OF DEFAULT; REMEDIES

SECTION 11.1 Default by City. In the event that the City defaults in any of its material obligations under this Agreement, or in the event that any representation or warranty made by the City herein is inaccurate in any material respect to the actual damage of the Developer and such default shall not have been cured within thirty (30) days after written notice thereof is given to the City, and provided that the Developer is in compliance and is not then in default with respect to any of its material obligations arising under this Agreement, then the Developer may pursue legal remedies available to it at law or in equity against the City as it deems appropriate. If the City shall be unable or incapable of curing a default within such 30-day period, it shall be permitted reasonable additional time to cure such default so long as it acts in good faith and diligently to pursue and cure such default.

SECTION 11.2 Defaults by Developer

(a) The following events shall each constitute an event of default if they continue beyond any applicable grace or cure period provided herein (each an "Event of Default"):

(i) If the Developer shall breach any material term of this Agreement, or violate any other term or condition of this Agreement in a consistent or repetitive manner;

(ii) If the Developer shall file for bankruptcy or become bankrupt or insolvent, or shall file any debtor protection proceedings in any court pursuant to any statute of the United States, or shall file or have filed against it a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the assets of the Developer, or if the Developer makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the partial satisfaction of its debts, and if any of the aforesaid are not vacated, dismissed or cancelled within sixty (60) days of the date any such event occurs.

(iii) If the Developer abandons the Property or the improvements or gives evidence of its intention to abandon any of them, or otherwise indicates its unwillingness to perform substantially all of its material obligations hereunder.

(iv) If the Developer defaults in the performance of any of its material obligations under this Agreement, or in the event that any representation or warranty made by the Developer in this Agreement is or becomes untrue, inaccurate or misleading in any material respect, and such default or failure shall not be cured within ninety (90) days after written notice from the City, then the City shall have the right to institute such proceedings as it may deem appropriate to protect its interests and to recover damages therefor except the right to pursue compensatory, punitive or other exemplary damages.

(v) If the Developer fails to execute the Ground Lease and adhere to the other closing requirements on the Closing Date.

SECTION 11.3 Force Majeure

The Parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of severe weather conditions, natural disasters, catastrophic events, epidemics, pandemics, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the Party claiming hindrance or delay. If a Party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other Party of the nature of

such hindrance or delay, its effect upon such Party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such Party's performance. Notwithstanding notification of a claim of hindrance or delay by one Party, such request shall not affect, impair or excuse the other Party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the Party claiming delay or hindrance.

ARTICLE XII

ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 12.1 Representations, Warranties and Covenants of the City.

The City represents and warrants that:

(a) Prior to completion of the Improvements, so long as the Developer has not committed an Event of Default that continues beyond any applicable grace or cure period provided herein, the City will not change, modify, amend or terminate its obligations hereunder in such a manner as to materially and adversely affect the construction of the Improvements or the intended use of the Property by the Developer.

(b) The Mayor or his designee have each been-duly authorized and have full right, power, authority and legal capacity to enter into and obligate the City to this Agreement, that the execution and delivery of this Agreement have been duly-authorized by action of the City's legislative body, and that no further consents or approvals of any person or entity are necessary in connection with the execution of this Agreement.

SECTION 12.2 Representations, Warranties and Covenants of the Developer. The Developer represents and warrants to the City that:

(a) The Developer has full right, power, authority and legal capacity to enter into this Agreement, the execution and delivery of this Agreement have been duly-authorized by its Board of Directors or governing authority, and no further consents or approvals of any person or entity are necessary in connection with the execution of this Agreement.

(b) The entry into and performance of this Agreement will not result in or constitute any breach or violation of its charter or bylaws, or constitute a breach

or violation of any financing transaction, mortgage, indenture, contract or other agreement or instrument to which the Developer is a party.

(c) No agreement or provision of applicable law requires the vote of any other persons to authorize or approve the performance by the Developer contemplated by this Agreement.

(d) Except as provided herein, the Developer shall not sublease or otherwise dispose of the Property or its interest in this Agreement, or a portion thereof, prior to the Closing without the City's prior written Approval or, subsequent to the Closing, without the City's prior written Approval prior to the expiration of the term of the Ground Lease.

(e) The Developer shall not discriminate or permit discrimination in the performance of this Agreement against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, in the sale, lease or rental, or in the use or occupancy of the Property or any Improvements erected or to be erected thereon, and shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the Property or any part thereof is restricted on the basis of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability; including, but not limited to, blindness. The Developer shall comply with all state and local law, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental retardation or physical disability, including, but not limited to blindness.

(f) The Developer shall make every reasonable and lawful effort to assist the City to implement and execute the Plan in accordance with Chapter 132 of the Connecticut General Statutes; and

(g) The Developer has not contracted with, nor has any obligation to, any broker, finder or other person entitled to a fee, and no such person has been involved in this transaction in any way. The Developer hereby indemnifies, will hold harmless and defend the City from and against any claim for a brokerage commission or other finder's fee by a party claiming to have dealt with the Developer in connection with the Property or the construction of Improvements thereon. This provision shall survive the transfer of the Property or the earlier termination of this Agreement.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

SECTION 13.1 Entire Agreement This Agreement shall supersede all prior verbal statements, agreements and understandings between the Parties hereto with respect to the transactions contemplated by this Agreement that are not contained herein.

SECTION 13.2 Corporate Authority The Developer hereby certifies that (i) it is a duly-formed or duly-organized and validly existing corporation organized under the laws of the State of Connecticut; (ii) its signatory is a duly-authorized officer or official of the Developer and has full right, power, authority and legal capacity to enter into and obligate the Developer to this Agreement; (iii) the execution and delivery of this Agreement and the performance thereof has been duly-authorized by the governing body of the Developer; (iv) the execution of the Agreement by the Developer will not violate any other contract, arrangement or other obligation; and (v) no further consents or approvals of any person or entity are necessary in connection with the foregoing.

SECTION 13.3 Notices All notices, demands or other communications required or desired pursuant to this Agreement by any Party hereto shall be made in writing and shall be deemed sufficiently given or delivered only when mailed by certified mail, return receipt requested, postage prepaid, by overnight delivery service, or delivered personally to:

(a) With respect to Developer:
Mr. Keith Williams
Chairman
East End NRZ Market & Café Inc.
1851 Stratford Avenue
Bridgeport, CT 06607

with a copy to:

Edward Lavernoich
President, BEDCO
10 Middle Street
Bridgeport, CT 06604

(b) With respect to the City:

Director, Office of Planning & Economic Development
City of Bridgeport

Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604

With a copy to:

City Attorney
Office of the City Attorney
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604

Each of the parties hereto shall promptly notify each other in the manner set forth above of any change in their respective addresses or any other address or other person to whom future notices should be sent.

SECTION 13.4 Severability If any provision of this Agreement shall be held to be invalid by a court of competent jurisdiction, the remaining terms of this Agreement, to the extent not inconsistent with any such holding, shall not be affected thereby if such remaining terms would then continue to conform with the requirements of applicable laws and the provisions of the Plan, the Municipal Development Plan and this Agreement.

SECTION 13.5 Counterparts This Agreement may be executed in one or more counterparts, with facsimile and ".pdf" signatures to be binding, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement.

SECTION 13.6 Waiver Any right or remedy which either the City, the Agency, the Developer, or their respective successors or assigns may have under this Agreement may be waived in writing by such Party without the execution of a new or supplementary agreement, but any such waiver shall not affect the future exercise of the rights of such Party hereunder (to the extent not previously waived in writing) or any other rights of the Parties not specifically waived. No waiver of any right or remedy by any Party at any one time shall be deemed to be a waiver of any such right or remedy in the future.

SECTION 13.7 Amendments: Modifications This Agreement may be amended or modified only by a written document, duly-executed by the Parties hereto, evidencing their mutual agreement any such amendment or modification.

SECTION 13.8 Section Headings The descriptive headings of the articles, sections and subsections of this Agreement are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

SECTION 13.9 Governing Law The respective rights, obligations and remedies of the Parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Connecticut which pertain to agreements made and to be performed in the State of Connecticut.

SECTION 13.10 Binding Effect This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

SECTION 13.11 Gender; Number Whenever used in this Agreement and the context so requires, the singular number shall include the plural and vice-versa, and the use of the masculine, feminine, or neuter gender shall include any gender required.

SECTION 13.12 Limitations on Personal or Financial Interest

(a) No elected representative, official or employee of the City shall participate in any decision relating to this Agreement if such a person has a personal or financial interest, direct or indirect, in the Developer or the Project.

(b) After the date of the execution of this Agreement and for a period of two (2) years, the Developer will not knowingly, without a prior finding by the City that such action is consistent with the public interest, employ any employee of the City who has participated in the Plan or the Project.

SECTION 13.13 Offer and Acceptance It is expressly understood and agreed that this Agreement shall not constitute an offer or create any rights in favor of the Developer and shall in no way obligate or be binding upon the City nor shall it have any force or effect unless the same has been Approved by the City Council or other duly-authorized person and until the City delivers a fully-executed original thereof to the Developer.

SECTION 13.14 Further Assurances Each Party hereto shall from time to time execute, acknowledge and deliver such further instruments and perform such additional acts at no cost to such other Party as the other Party may reasonably request to further effectuate or confirm the intent of this Agreement.

SECTION 13.15 Dispute Resolution Any dispute concerning this Agreement or the interpretation thereof set forth in written notice by one of the Parties hereto, except for any claimed default or termination of this Agreement by one of the Parties shall be resolved by a court of competent jurisdiction over the parties located in Fairfield County, Connecticut

SECTION 13.16 Legal Relationship of Parties The Parties hereto shall be deemed and construed to be independent of one another for all purposes and nothing contained in this Agreement shall be deemed or determined to create a

partnership or joint venture between them with respect to the Parties' respective activities in connection with this Agreement.

SECTION 13.17 Nondiscrimination The Developer agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, sexual orientation, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This Agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be cancelled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The Parties to this Agreement, as part of the consideration therefor, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The Parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Parties agree as part of the consideration hereof that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

SECTION 13.18 Waste or Nuisance The Developer shall not commit or permit waste to the Improvements on the Property nor shall it maintain, commit or permit the maintenance or commission of any nuisance, unsightly or unhealthy condition on or about the Property.

SECTION 13.19. Recording This Agreement shall not be recorded on the Land Records of the City of Bridgeport and any such recording shall be void.

SECTION 13.19 Duration This Agreement shall be in effect, unless otherwise terminated pursuant to the terms hereof, for a period of **three (3) years** from the date of the Developer's receipt of all Governmental Approvals and a certificate of occupancy.

SECTION 13.20 Attorneys' Fees. In the event of any litigation regarding the rights and obligations of the Parties under this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, court costs and other litigation expenses.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the parties have executed this agreement on and as of the date first above written.

Signed, sealed and delivered
in the presence of:

CITY OF BRIDGEPORT

By: _____

Signed, sealed and delivered
in the presence of:

DEVELOPER

By: _____

Its _____
Duly authorized

Schedule A

Description of the Property

[TO BE PROVIDED UPON MUTUAL AGREEMENT OF THE PARTIES]

Permitted Encumbrances

[TO BE PROVIDED UPON MUTUAL AGREEMENT OF THE PARTIES]

Exhibit A

Ground Lease

1

Exhibit B

Developer's Preliminary Site Plan

Development Schedule

**Developer's Minority Business Plan
And Bridgeport Resident and Ex-Felon Hiring Plan**

Disbursement Requirements For State Funds

GROUND LEASE

by and between

CITY OF BRIDGEPORT

and

**EAST END NRZ MARKET & CAFÉ, INC.
or an Affiliate**

Relating to City-Owned Property Located at
329 Central Avenue, 118 Suggetts Lane, 124 Suggetts Lane, and 128 Trowel Street,
Bridgeport, CT

Dated as of _____, 2023

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SCHEDULES

- Schedule A Description of Land
- Schedule B Encumbrances
- Schedule C Site Plan Showing Locations of Project Operations

EXHIBITS

- Exhibit 1 - City Council Resolution
- Exhibit 2 Land Disposition Agreement (incorporated by reference)
- Exhibit 3 Environmental Land Use Restriction and Survey

GROUND LEASE

AGREEMENT made as of the ___ day of ___, 2023, by and between **CITY OF BRIDGEPORT**, a municipal corporation having an office at 999 Broad Street, Bridgeport, Connecticut 06604 (the "**Landlord**"), and **EAST END NRZ MARKET & CAFÉ, INC.**, a non-profit nonstock corporation organized and existing under the laws of the State of Connecticut, having an office and principal place of business at 1841 Stratford Avenue, Bridgeport, Connecticut 06607 or its Affiliate (the "**Tenant**").

WITNESSETH:

WHEREAS, Landlord is the owner of properties commonly known as 329 Central Avenue, 128 Trowel Street, 118 Suggests Lane and 124 Suggests Lane in the City of Bridgeport (collectively, the "**Premises**"), together with all the buildings and improvements located thereon, if any, more particularly described in **Schedule A** attached hereto and made a part hereof;

WHEREAS, the Landlord is willing to lease the Premises for purposes of the Developer's construction of the Project (described below);

WHEREAS, the Landlord desires to lease the Premises to the Tenant and the Tenant desires to rent the Premises from the Landlord for the Project on the terms and conditions set forth herein;

WHEREAS, the Tenant shall use the Premises solely as a hydroponic container farm, a greenhouse, a wellness center, and a learning center and any ancillary uses related thereto as more particularly described herein (the "**Permitted Uses**");

WHEREAS, pursuant to a resolution of the Bridgeport City Council adopted on _____ a copy of which is attached as **Exhibit 1** and made a part hereof, the Director of the Office of Planning and Economic Development is authorized to enter into this Ground Lease for the Premises for the Project and take all other necessary actions in furtherance of such resolution; and

WHEREAS, the parties have entered into a land disposition agreement dated _____, 2023 (the "**Land Disposition Agreement**"), which Land Disposition Agreement is incorporated herein by reference as **Exhibit 2** and may be viewed at the Office of Planning and Economic Development, 999 Broad Street, Bridgeport, CT upon request.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, the parties mutually agree as follows:

ARTICLE 1

The above recitals are incorporated into the body of this agreement with full legal force and effect.

DEFINED TERMS

Section 1.1. Definitions. For the purpose of this Lease, unless otherwise provided, the capitalized terms listed below have, and shall be construed and interpreted to have, the following meanings:

"Affiliate" shall mean an entity that is controlled by or under common control with the Tenant, or having a controlling interest in the Tenant entity and that is Approved by the Landlord.

"Approval" or **"Approve"** means the Landlord's right to receive notice and to grant, deny or condition its written approval of a Tenant request that is stated herein to require the Landlord's "Approval" of an action in the manner set forth in this Lease.

"Environmental Conditions" shall mean any existing or future condition that has resulted in, results in, or is reasonably likely to result in the Release or migration of **"Hazardous Materials"** as defined herein, alone or in conjunction with other substances, at, upon, under, onto, generated by, emanating or having emanated from, or emitting or having been emitted from, the Premises in violation of applicable **"Environmental Laws"** as defined herein.

"Environmental Laws" shall mean all statutory and common federal, state and local laws, rules, orders, regulations, statutes, ordinances, codes, orders, decrees or other requirements of and/or within the jurisdiction of any Governmental Authority (defined herein), now or at any point in effect and applicable to Landlord and/or Tenant and regulating, relating to, or imposing liability for the protection of the environment, or any Hazardous Materials, including without limitation the following: any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601-9657 ("CERCLA"), the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA"), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.) ("TSCA"), the Clean Air Act, 42 U.S.C. §§ 7401 et seq. ("CAA"), the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq. ("FIFRA"), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)

("FWPCA") and/or the Safe Drinking Water Act (42 U.S.C. §300f et seq.) ("SDWA"), Connecticut General Statutes 22a-114 et seq., 22a-134 et seq., and 22a-451 et seq., as the foregoing may have been amended to date, and all similar federal, state and local environmental laws, ordinances, rules, codes and regulations, and any other federal, state or local laws, ordinances, rules, codes and regulations, as any of the foregoing may have been from time to time amended, supplemented or replaced and any other federal, state or local laws, ordinances, rules, codes and regulations relating to the protection of health, safety or the environment or the regulation or control or imposing liability or standards of conduct concerning toxic or Hazardous Materials or other contaminants.

"Environmental Release" shall mean the release document to be delivered by the Developer to the City at Closing releasing the City from Existing Environmental Conditions.

"Environmental Reports" shall mean reports concerning Environmental Conditions at the Property, including communications from governmental agencies asserting the existence of any Environmental Conditions on or affecting the Property as set forth in **Exhibit 3** attached hereto.

"Existing Environmental Conditions" shall mean those Environmental Conditions existing prior to or as of the execution of this Lease, whether known or unknown, and not caused by or the action or omission of the Tenant before the parties' entry into this Lease.

"Future Environmental Conditions" means those Environmental Conditions that are either created by the Tenant after its entry onto the Premises to construct the Project or that first come into existence after the execution of this Lease.

"Landlord" means the City of Bridgeport, and any person or entity acquiring all right, title and interest of Landlord in and to the Premises or the Expanded Premises at any time during the Term, whether by affirmative act of Landlord or by operation of law.

"Lease" means this instrument, together with any renewals, extensions, exhibits, amendments, or modifications thereof executed by the Landlord and the Tenant.

"Project" shall mean the improvements constructed on the Premises for the operation of the Permitted Uses as shown on an A-2 survey entitled _____, prepared by _____, dated _____, indicating the location of all portions of the Project and the improvements, which has been recorded in the Bridgeport Land Records in Map Book ____, at Page ____, which is incorporated by reference as if fully set forth herein as **Schedule C**.

"Tenant" means East End NRZ Market & Café Inc. or an Affiliate that is Approved by the Landlord, and any person or entity acquiring all right, title and

interest of the Tenant in and to the Premises, whether by affirmative act of Tenant or by operation of law.

ARTICLE 2

GRANT OF LEASE

Section 2.1. Grant of Lease. Landlord hereby leases and demises to Tenant and Tenant hereby rents and takes from Landlord the Premises on the terms and conditions set forth herein.

Section 2.2. "AS IS" Lease; Adverse Conditions; Environmental Indemnification.

(a) EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, LANDLORD MAKES NO REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER TO TENANT, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES REGARDING THE ENVIRONMENTAL CONDITION AND/OR PHYSICAL CONDITION OF THE PREMISES FOR ANY PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN THIS AGREEMENT, TENANT AGREES TO ACCEPT THE PREMISES IN ITS "AS IS, WHERE IS CONDITION, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION, WARRANTY, PROMISE, COVENANT, AGREEMENT OR GUARANTEE WHATSOEVER, EXPRESS OR IMPLIED".

(b) Adverse Conditions. Tenant acknowledges other adverse conditions at the Premises, if any, listed below:

[NONE]

(c) Reports. The Tenant agrees that during the course of its occupancy of the Premises, it will promptly deliver to Landlord any written reports, materials, data or other information the Tenant may generate or obtain, particularly as it relates to independent subsurface investigations of the Premises whether the same are generated by the Tenant or a third party, and the Tenant agrees to have such reports, materials, data and other information certified to the Landlord by the consultants providing such reports.

(d) Environmental Indemnification. The Landlord has remediated all Existing Environmental Conditions at the Premises pursuant to the remedial action plan (the "RAP") approved by the State of Connecticut Department of Energy and the Environmental Protection including the preparation and recording of an Environmental Land Use Restriction in Book ___ at Page ___ of the Bridgeport Land Records (the "ELUR") as well as a related survey delineating the area of environmental restrictions entitled _____.

prepared by _____, dated _____ recorded in Book ___ at Page ___ of the Bridgeport Land Records attached hereto as **Exhibit 3**, provided, however, that the Landlord shall not be responsible to the extent that the Tenant has disturbed, mishandled, improperly disposed of, or committed violations of the Environmental Laws with regard to such ELUR.

- (i) The Parties' respective obligations to indemnify (the "**Indemnifying Party**") the other party (the "**Indemnified Party**") are as follows:
- a. The Landlord, for itself, its elected and appointed officials, department heads, contractors in any tier, consultants, employees, agents, successors and assigns, agrees to defend, indemnify and hold harmless the Tenant, its officials, officers, members, owners, employees, contractors and agents, from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including costs and expenses, including reasonable attorneys' and consultants' fees arising from the Existing Environmental Conditions and Landlord's activities on the Leased Premises prior to the execution of this Lease, provided, however, that the Landlord shall not be responsible or obligated for claims that arise from circumstances as to which the Tenant's action or omission is the proximate cause of the facts and circumstances giving rise to a claim for indemnification.
 - b. The Tenant, for itself, its officials, members, owners, employees, contractors in any tier, consultants, employees, agents, successors and assigns, agrees to defend, indemnify and hold harmless the Landlord, its elected and appointed officials, department heads, employees, contractors and agents, from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including costs and expenses, including reasonable attorneys' and consultants' fees arising from the Future Environmental Conditions and Tenant's activities on the Premises both before and after the execution of this Lease, provided, however, that the Tenant shall not be responsible or obligated for claims that arise from circumstances as to which the Landlord's action or omission is the sole proximate cause of the facts and circumstances giving rise to a claim for indemnification.
 - c. The Indemnifying Party hereby agrees, unconditionally, absolutely and irrevocably, jointly and severally, if more than one, to indemnify, defend and hold harmless the Indemnified Party from and against and in respect of any loss, liability, cost, injury, expense or damage caused by the negligence or omission of the

Indemnifying Party, which at any time or from time to time may be claimed, suffered or incurred in connection with any inquiry, charge, claim, cause of action, demand, abatement order or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the Release from the Premises into the Environment of any Hazardous Substances including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under or as a result of the enforcement of the Environmental Laws, whether now known or unknown, including without limitation:

(A) the removal, encapsulation, containment or other treatment, transport or disposal of Hazardous Substances on the Premises or emanating therefrom;

(B) the imposition of a lien against the Premises, including liability resulting from the Indemnifying Party's failure to take prompt steps to remove, and to remove, such lien by payment of the amount owed or by the furnishing of a bond, cash deposit or security in an amount necessary to secure the discharge of such lien or the claim out of which the lien arises;

(C) any inquiry, claim or demand, by any person including without limitation, any costs incurred in connection with responding to or complying with such inquiry, claim or demand;

(D) any failure of the Premises or the Indemnifying Party's use thereof to comply with all applicable Environmental Laws, and the defense of any litigation, proceeding or governmental investigation relating to such failure to comply with Environmental Laws;

(E) any personal injury concerning or relating to the presence of Hazardous Substances on or emanating from the Premises, or as a result of activities conducted on or with respect to the Premises in connection with the remediation of Hazardous Materials thereon or emanating therefrom.

The provisions of this indemnification shall govern and control over any inconsistent provision of any other document executed or delivered by the Indemnifying Party in connection with this Lease. This paragraph shall survive the expiration of the Lease or the earlier termination thereof, shall be a continuing obligation of the Indemnifying Party, and

shall be binding upon the Indemnifying Party, its successors and assigns, and shall inure to the benefit of the Indemnified Party, its successors and assigns.

Definitions

(i) "Environment" means any water or water vapor, any land including the land surface and subsurface, air, aquatic life, wildlife, biota and all other natural resources and features.

(ii) "Environmental Permits" means, without limitation, all permits, licenses, approvals, authorizations, filings, consents or registrations required by any applicable Environmental Law in connection with (a) the ownership, use and/or operation of the Premises for the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, or (b) the sale, transfer, encumbrance or conveyance of all, or any portion of the Premises.

(iii) "Hazardous Substances" means, without limitation, any flammable, explosive, corrosive or ignitable material, characteristic waste, listed waste, radon, radioactive material, asbestos, urea-formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based wastes, methane gas, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, mixtures or derivatives having the same or similar characteristics and effects, as defined in, listed under, or regulated by various federal, state or local environmental statutes, including, without being limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 et seq., as amended, the Resource, Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), as amended, the Clean Water Act, as amended (33 U.S.C. 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. 300, et seq.), or as such substances are defined under any similar state laws or regulations, including, without being limited to, the release of substances constituting a "spill" as defined in Connecticut General Statutes Section 22a-452©.

(vi) "Improvements" means the buildings, structures and other physical improvements previously existing, presently located on, or to be constructed on the Premises.

(vii) "Premises" means the Premises described herein, and its appurtenances.

(viii) "Release" or "spill" shall have the same meaning given to those terms under the Environmental Laws whether they are historic or sudden, and without regard to quantity.

Section 2.3. Permitted Liens and Encumbrances on the Premises. The Premises defined herein is leased together with the appurtenances and all the estate and rights of Landlord in and to the Premises, subject, however, to such agreements, liens Approved by the Landlord on the Tenant's leasehold interest, encumbrances, taxes and governmental regulations and other matters (the "**Permitted Encumbrances**") set forth in **Schedule B** attached hereto and made a part hereof.

Section 2.4. Additional Rights and Privileges. To the extent not specifically enumerated herein, the Landlord further agrees to provide the Tenant with such further rights and privileges as are necessary in order that the Tenant may use the Premises for the purposes of the Project under this Lease in the exercise of the Landlord's commercial business judgment reasonably exercised.

Section 2.5. Mutual Obligations. Each of the Parties herein expressly covenants and agrees to timely, fully, and diligently keep, perform and observe all the terms and conditions of this Lease on its respective part to be kept, performed and observed.

Section 2.6. Construction of Project; Additional Construction. Landlord has a significant interest in the construction and improvements on the Premises and no construction of improvements in addition to the improvements constituting the Project may be constructed without the prior written Approval of the Landlord.

ARTICLE 3

TERM

Section 3.1. Term; Renewals. The initial term of this Lease shall be for a period of twenty (20) years (the "**Initial Term**") commencing on the execution date of this Lease (the "**Commencement Date**"). If the Tenant has met all of its material obligations under this Lease during the Initial Term and there are no existing and uncured defaults (as defined herein) at the time of the Tenant's request for an extension of the Initial Term, the Tenant may request up to two (2) extensions of the Initial Term for an additional fifteen (15) years each (each, an "**Additional Term**") no earlier than twelve (12) months and no later than six (6) months prior to the expiration of the Initial Term or any Additional Term, as the case may be. Only one extension of the Initial Term shall be exercisable at a time. The Initial Term and any Additional Term duly-requested and Approved shall collectively be referred to herein as the "**Term**").

Section 3.2. Termination. Upon the occurrence of a Default (defined below) that continues beyond the expiration of any grace or cure period provided for herein, the leasehold estate granted herein shall terminate, this Lease shall end, and the parties shall

have no further obligations to one another except for those obligations that are specifically stated herein to survive.

ARTICLE 4

RENT

Section 4.1. Rent. The Tenant shall prepay rent upon the execution of this Lease at the rate of One (\$1.00) per annum for the Initial Term ("**Rent**").

ARTICLE 5

TYPE OF DEMISE

Section 5.1. Triple-Net Lease. This lease is made on a "triple-net" basis, meaning that the Tenant shall be responsible for the payment of Rent and for the payment of all utility costs, insurance, personal property taxes, as applicable, all costs of construction except as otherwise may be set forth in the LDA, maintenance, repair and replacement of improvements at the Premises, and all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises or the Project, which may arise or become due during the Term.

Section 5.2. No Setoff. Any and all Rent and other sums payable hereunder by Tenant to, or on behalf of, Landlord, shall be fully and timely paid without notice, demand, setoff, counterclaim, abatement, suspension, deduction or defense.

Section 5.3. Title to the Premises and to the Project. Fee title to the parcels that constitute the Premises shall continue to vest in the Landlord or its successors at all times during the Term of this Lease, subject to the Tenant's leasehold interest and any additional rights expressly and specifically granted in this Lease to the Tenant. During the Term, ownership of the Project, including, without limitation, all improvements constructed on the Premises by the Tenant (collectively, the "**Improvements**"), and all personal property and fixtures installed or located therein, except in the case of a Tenant default that is uncured resulting in a termination of this Lease, shall, at all times, vest in and remain the property of Tenant. Should the Tenant commit a Default that is uncured during any cure period provided herein that results in the Landlord evicting the Tenant from the Premises, the Improvements made to the Premises shall be owned by the Landlord without any payment to the Tenant being required and the Tenant hereby waives any and all rights to the ownership thereof.

ARTICLE 6

USE AND MAINTENANCE OF PREMISES

Section 6.1. Permitted Uses; Prohibited Uses. The Tenant shall use the Premises for the construction and operation of the Project for the Permitted Uses and for no other use without the Landlord's express prior written Approval. The Permitted Uses are:

- A hydroponic container farm consisting of growing trailers
- A greenhouse facility for conventional growing
- A wellness center offering family and maternal counseling and support
- A learning center offering horticultural, nutritional, and vocational training

Section 6.2. Maintenance of Improvements and Alterations; Restoration After Partial or Total Destruction. Throughout the Term, the Tenant shall maintain the Improvements in reasonably good and stable condition, making any and all necessary ordinary and capital repairs thereto or capital replacements thereof at its sole cost and expense. In the event any or all of the Improvements shall be partially or totally destroyed, the Tenant shall repair or reconstruct same to render them substantially equivalent to the form of the Improvements prior to said destruction or construct a replacement improvement of equivalent or greater value, all at its sole cost and expense within one (1) year from the date of such damage or destruction, unless the Landlord agrees to a longer period in the exercise of its commercial business judgment, provided, however, that the Tenant shall not be required to repair or restore the Improvements partially or totally destroyed in the final two (2) years of the Initial Term or any Renewal Term, as applicable. The provisions of this Section 6.2 shall survive the termination of this Lease.

Section 6.3. Compliance With Laws. The Tenant shall comply with all Applicable Laws related to the Premises, the Project and the use thereof and shall not use or allow the Premises to be used for any unlawful purpose or purpose that may make void or voidable any insurance then in force with respect thereto.

ARTICLE 7

QUIET ENJOYMENT

Section 7.1. Right to Quiet Enjoyment. In consideration of the lease of the Premises, the Tenant's full and timely payment of the Rent, and the Tenant's full, timely and diligent performance of all terms and conditions of this Lease, the Tenant shall quietly hold, occupy and enjoy the Premises during the Term of this Lease without hindrance or

molestation by any party claiming by, through or under Landlord, subject, however, to the terms and conditions of this Lease.

ARTICLE 8

RELATIONSHIP OF THE PARTIES

Section 8.1. No Partnership, Joint Venture, Etc. Nothing in this Lease shall create or be construed to create a partnership between the Tenant and the Landlord, or make them joint venturers, or bind or make the Landlord in any way liable or responsible for any debts, obligations, liabilities or losses of the Tenant.

Section 8.2. Disclosure. Commencing upon the execution of this Lease and annually thereafter, the Tenant shall disclose to the Landlord in writing the names of its officers, directors, managers, subtenants, agents and any other individuals or entities having a significant role in the activities of the Tenant. At no time may any such individual or entity be delinquent in any tax obligation owed to the City of Bridgeport or have been convicted of or charged with a crime punishable by a prison term of one year or more or by a fine of \$10,000 or more for the previous ten (10) years.

ARTICLE 9

DESIGN REVIEW; DEVELOPMENT IN PHASES; SCHEDULE OF COMPLETION; SUBSTANTIAL COMPLETION

Section 9.1. Future Alterations and/or Expansions. The Tenant agrees that it shall not make future alterations or expansions of the Improvements on the Premises without the Landlord's Approval except for accessory uses not requiring a building permit. Other improvements in each Phase not previously constructed or Approved by the Landlord require prior notice to and receipt of the Landlord's Approval, which may not be unreasonably withheld in the exercise of the Landlord's commercial business judgment. The rights and obligations set forth in this Article shall survive the expiration or earlier termination of this Lease.

Section 9.2. Phases of Development. If there are any Phases of the Project that have not been completed prior to the execution of this Lease, the Tenant shall continue to be obligated to develop the Project in such Phases in the manner and within the timeframes established in the LDA.

Section 9.3. Landlord's Right to Approve all Subtenants and Occupants.

(a) The Tenant shall request the Landlord's Approval, acting through OPED, in writing, to sublet or permit temporary occupancy by a third party of a portion of the Premises, which request shall contain the name of the entity, the names of its principal

owners or members having 10% or more ownership, a copy of the proposed agreement containing the material terms of any sublease, license, lease or other occupancy agreement (each, an "**Occupancy Agreement**"). The Tenant shall send such request not less than thirty (30) days prior to the proposed effective date of any such transaction and provide any other information or documents reasonably requested by the Landlord. The Landlord may grant Approval of such Occupancy Agreement in the exercise of its commercial business judgment reasonably exercised.

(b) If the Tenant enters into an occupancy agreement or permits occupants other than the Tenant at the Premises or any portion thereof without the Landlord's prior Approval, the Landlord shall have the right to declare a Tenant Default and terminate this Lease unless the Tenant removes such occupant within thirty (30) days after written notice from Landlord. If the Tenant fails to remove such occupant from the Premises within such 30-day period, in addition to the Landlord's right to terminate this Lease, it may impose upon Tenant a \$500 per day fine ("**Liquidated Damages**") measured from the date of delivery of such 30-day notice and continuing daily until such occupant is removed to the Landlord's sole satisfaction. Such Liquidated Damages shall constitute a lien on the Tenant's leasehold interest in the Premises and a lien on the Tenant's Improvements. The Parties agree that the injury to the Landlord for such an unauthorized occupancy established by the amount of Liquidated Damages are a reasonable amount because the damage to the Landlord resulting from such default are uncertain or difficult of proof and the amount agreed to is not greatly disproportionate to the Landlord's anticipated damages.

Section 9.4. Use of Minority and Local Companies. The Tenant shall continue to be obligated under the LDA to meet the goals and requirements of the Landlord's Minority Business Enterprise Ordinance to hire minority-owned companies and to hire Bridgeport residents in connection with the construction of the Project.

Section 9.5. Landlord Cooperation. The Landlord agrees to cooperate fully with the Tenant at no cost to the Landlord in connection with the construction of the Phases of the Project, including, without limitation, signing any necessary applications or permits as owner of the Premises and otherwise assisting Tenant in the timely and lawful completion of any remaining Phases of the Project not yet completed at no cost to the Landlord.

ARTICLE 10

LEASEHOLD FINANCING

Section 10.1. Leasehold Mortgages Permitted. With the prior written Approval of Landlord not to be unreasonably withheld, the Tenant may, upon the circumstances and subject to the terms contained in this Article, encumber the Tenant's leasehold interest in the Premises and the Project and all of Tenant's rights under this Lease in order to finance the construction of the Project.

Section 10.2. Landlord To Join in Financing Or Recognize in Writing the Leasehold Mortgagee's Rights. In connection with any such leasehold financing, the Tenant may require the Landlord, and the Landlord hereby agrees, to either:

(a) acknowledge the existence or commencement of a mortgage or other financing instrument on the Tenant's leasehold interest in the Premises to provide financing for the Project, or

(b) execute an agreement with any mortgagee or financing party, in recordable form and otherwise in form and substance satisfactory to such party, providing in pertinent part that:

(1) The Landlord will give such party notice of any default by Tenant under this Lease and a reasonable opportunity to cure such default; provided, however, that such party shall have no obligation to effect a cure of the Tenant's default by reason of receipt of such notice;

(2) In the event such mortgage is foreclosed upon by the mortgagee and the leasehold estate is acquired by the mortgagee or an independent third party as the result of a foreclosure sale under said mortgage, this Lease will survive any such foreclosure and the Landlord will permit such acquiring mortgagee or independent third party to become the Tenant under this Lease, provided that such mortgagee or third party shall execute an assignment and assumption agreement acceptable to the Landlord in the Landlord's exercise of its commercial business judgment reasonably exercised wherein all obligations, covenants and undertakings of the Tenant are assumed by the mortgagee or third party, as the case may be, which assumption or liability shall be limited to the period of time during which such mortgagee or third party is the holder of the leasehold estate created by this Lease;

(3) Neither the Landlord nor the Tenant may modify this Lease or terminate the same without prior written notice to the mortgagee and receipt of its prior written consent;

(4) The Landlord hereby agrees that if any leasehold mortgagee to whom the Tenant proposes to grant a leasehold mortgage on the Tenant's leasehold interest hereby created shall require as a condition to making any loan secured by such leasehold interest that the Landlord agree to modifications of this Lease, then the Landlord agrees that it will enter into modifications that are required by such lender mortgagee provided that such changes are reasonable in Landlord's commercial business judgment. However, in no circumstances shall the Landlord be required to make any agreement that materially changes the dimensions of the Premises, decreases the Rent, materially abridges or extends the Term of the Lease, requires the expenditure of funds by the Landlord which the Landlord is not obligated to expend under the terms of this Lease, or in any other manner materially modifies the Landlord's rights, remedies or obligations

under this Lease. The foregoing enumeration is not intended as a limitation on the Landlord's right to refuse to consent to a modification.

(5) Any subsequent tenant of the mortgagee shall be permitted to become the Tenant under this Lease provided it executes an assignment and assumption agreement satisfactory to Landlord in Landlord's commercial business judgment.

Section 10.3. New Lease in the Event of Bankruptcy. If, at any time during the Term of this Lease, the Tenant files for bankruptcy protection under the Bankruptcy Code or any successor statute thereto, or under any statute pursuant to which the Landlord may reject this Lease, and the Landlord does in fact reject this Lease, the Landlord shall enter into a new lease with such mortgagee on identical terms to those contained in this Lease for the remainder of the Term provided for hereunder. In such circumstances, the mortgagee shall have the right to transfer its rights under the new Lease to a third party, provided however, that such third party shall have executed an assignment and assumption agreement acceptable to the Landlord in the Landlord's commercial business judgment reasonably exercised providing that such third party assumes all obligations, covenants and undertakings of the Tenant under this Lease arising after the execution of such assignment and the issuance of a new lease.

Section 10.4. Types of Leasehold Mortgages Permitted. Any mortgage permitted hereunder is required to be in favor of an institutional lender as mortgagee, meaning any nationally chartered or State bank, trust company, savings and loan association, insurance company, pension fund, governmental lending or bond-issuing agency, or similar organization (each, an "**Institutional Lender**").

Section 10.5. Limitations on Landlord's Liability. In the event the Landlord joins in a mortgage permitted hereunder, in accordance with Section 10.2, such mortgage must contain a provision that the mortgagee recognizes it to be a fact that the joinder by the Landlord in the mortgage is primarily for the purpose of creating a mortgage lien against the Tenant's leasehold interest in the Premises and that no personal liability shall ever attach to or personal judgment be sought or obtained against the Landlord by reason of the Landlord's joinder in the mortgage.

Section 10.6. Limitations on Leasehold Mortgagee's Liability. No leasehold mortgagee shall be or become liable to the Landlord as an assignee of this Lease or otherwise until it expressly assumes by written instrument such liability (in which event the mortgagee's liability shall be limited to the period in which it is the holder of the leasehold estate created by this Lease), and no assumption shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof, provided however, that nothing in this Section 10.6 shall be deemed to prevent the Landlord from exercising the remedies contained in Article 17 if the obligations of such foreclosing mortgagee as the Tenant under this Lease are not subsequently performed. No person who acquires title to, or other rights in, the Premises or this Lease solely by virtue of a mortgage, collateral assignment, security agreement, or similar security instrument shall have any liability under this Lease except as provided in this Article 10, notwithstanding

that such security instrument may provide for a present assignment of the Tenant's rights under this Lease to the mortgagee.

ARTICLE 11

INDEMNIFICATION AND INSURANCE

Section 11.1. Indemnification.

(a) Each Party (the "**Indemnifying Party**") shall defend, hold harmless and indemnify the other Party (the "**Indemnified Party**") against any and all claims, causes of action, damages, judgments, liability costs, expenses, including attorneys' and consultants' fees, and penalties in connection with loss of life, personal injury, and destruction or damage to property arising from or out of any occurrence in, at or about the Premises or any part thereof, or occasioned wholly or in part by any act, omission or negligence of the Indemnifying Party, its subtenants and occupants, agents, contractors, employees, servants, licensees, or others under its direction or control, except for those matters resulting from the proximate cause of the Indemnified Party if the Tenant and resulting from the sole proximate cause of the Indemnified Party if the Landlord.

(b) In addition the Tenant covenants and agrees that it shall defend and indemnify the Landlord and hold it harmless from and against any claims, judgments, liens, damages, penalties, fines, costs, liabilities, losses or other expense, including without limitation all reasonable attorneys' fees, incurred or paid by the Landlord arising out of: (i) The Tenant's failure to perform and comply with any of its covenants, representations, agreements and obligations arising under this Agreement, or (ii) the material inaccuracy of any representation, warranty, covenant or agreement made by the Tenant to the Landlord or any other governmental agency, commission, board or other entity related to the Premises or pursuant to the terms of this Agreement.

(c) Within thirty (30) days after an event giving rise to a claim for indemnification becomes known to a Party, the Indemnified Party shall promptly notify the Indemnifying Party in writing of its claim for indemnification hereunder. Such notice shall contain a brief written description of the facts relating to the alleged claim, suit, proceeding or loss and copies of all relevant documents, pleadings or other instruments relating thereto. The Indemnifying Party shall then proceed to provide a defense of such matter on behalf of the Indemnified Party at the Indemnifying Party's sole cost and expense and may not compromise or settle such alleged claim, suit or proceeding without the Indemnified Party's prior written consent, which consent may not be unreasonably withheld or delayed in the exercise of the Indemnified Party's commercial business judgment, reasonably exercised.

Section 11.2. Insurance Requirements: The following insurance coverage is required of the Tenant and the **Tenant shall ensure that the Landlord is named by policy endorsement as an additional insured with thirty (30) days notice of**

cancellation by policy endorsement. The Tenant shall procure, present to the Landlord, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the Landlord.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$2,000,000 per occurrence and \$1,000,000 property damage.

Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of \$5,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$2,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

Upon commencement of the construction of any Phase of the Project not started at the time of the execution of this Lease, a policy of Builder's Risk Comprehensive Insurance with endorsements for fire, extended coverage, and vandalism insurance, in an amount sufficient to comply with the co-insurance clause applicable to the location and character of the Premises and the Improvements, and in any event, in amounts not less than one hundred (100%) percent of the fair market value of the Project and the Improvements. For the purpose of this paragraph, the aforesaid policy of Builder's Risk Comprehensive Insurance, if carried by the general contractor who has contracted to construct the Improvements (as evidenced by a copy of the declaration page of such policy affording such coverage or a certificate of insurance evidencing the same), and

meeting all of the Landlord's requirements for coverage need not be carried by the Tenant.

General requirements. All policies shall include the following provisions:

General provisions—No policy shall have a deductible of more than \$25,000.00 without the prior consent of the Landlord. Each policy shall provide that it shall not be invalidated as to the Landlord by reason of any act or omission by the Tenant or if the Tenant has made any misrepresentations in its application for said insurance. All policies shall be written as primary and not contributing with or in excess of the coverage which the Landlord may carry. All policies of insurance required pursuant to this Article 11 shall be issued by insurers licensed to do business in the State of Connecticut.

Cancellation notice—The Landlord shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage **by policy endorsement** to be given to the Landlord at: Office of Planning and Economic Development, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance; **Required Endorsements**—All policies of liability coverage shall be evidenced by an original certificate of insurance **and a policy endorsement** as above described delivered to the Landlord and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate **and endorsements** required to be delivered to the Landlord prior to the Tenant's entry upon the Premises and prior to any work or other activity with new certificates **and endorsements** evidencing the coverages required annually during the Term.

Additional insured—The Tenant shall name the Landlord, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties **by policy endorsement** and as loss payee with respect to any damage to property of the Landlord, as its interest may appear, on a non-contributory basis. The undersigned shall submit to the Landlord prior to the Tenant's entry upon the Premises and upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this Lease, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut issued in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA

Attention: Office of Planning and Economic Development
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604".

Section 11.3. Tenant Responsible. The Landlord shall not be liable for any theft or damage to the Premises nor for any damage caused by any persons in or about the Premises, or caused during construction of any private, public or quasi-public work. All property of the Tenant at or about the Premises shall be installed, used, or enjoyed at the risk of the Tenant only, and the Tenant shall defend, indemnify and hold the Landlord harmless from any and all claims and/or causes of action pertaining to, or arising out of, damage to the same including, but not limited to, subrogation claims by the Tenant's insurance carrier, unless such damage shall be caused by the sole, proximate negligence of the Landlord. This paragraph shall survive expiration of this Lease or early termination.

Section 11.4. No Abatement of Rent. The Tenant shall not be entitled to any abatement of Rent, nor shall its obligations under this Lease be terminated during the Term hereof, notwithstanding any destruction or damage to the Premises by any cause whatsoever.

ARTICLE 12

CONDEMNATION

Section 12.1. Entire Taking. In the event of the taking or condemnation by any competent authority for any public or quasi-public use or purpose of the whole or materially all of the Premises at any time during the Term, the rights of the Landlord and the Tenant to share in the net proceeds of any award for land, buildings, improvements and damages upon any such taking, shall be as follows and in the following order of priority:

(a) The Landlord, at all times, regardless of when the taking occurs, shall be entitled to receive that portion of the award as shall represent compensation for the value of the Landlord's fee simple interest in the Premises, considered as vacant and unimproved land, such value being hereinafter referred to as the "Land Value." The Landlord shall also be entitled to costs and any interest awarded in the condemnation proceeding proportionately attributable to such Land Value.

(b) During the Term herein demised, the Tenant shall be entitled to the entire balance of the award, which balance is hereinafter referred to as "Award Balance."

(c) If the values of the respective interest of the Landlord and the Tenant shall be determined according to the provision of subdivisions (a) and (b) of this Section in the proceeding pursuant to which the Premises shall have been taken or condemned, the values so determined shall be conclusive and enforceable upon the Landlord and the

Tenant. If such values shall not have been thus separately determined, such values shall be fixed by agreement between the Landlord and the Tenant, or, if they are unable to agree, then the controversy shall be resolved by the dispute resolution procedures set forth herein.

Section 12.2. Definition of Entire Taking. If title to the whole or materially all of the Premises shall be taken or condemned, this Lease shall cease and terminate, and all Rent, additional rent and other charges hereunder shall be apportioned as of the date of vesting of title in such taking or condemnation proceeding. For the purposes of this Article, a taking or condemnation of materially all of the Premises, as distinguished from a taking or condemnation of the whole of the premises of which the Premises is a portion, means a taking of such scope that the untaken portion of the Premises is insufficient to permit the restoration of the then-existing improvements thereon so as to constitute a complete rentable building capable of producing a proportionately fair and reasonable net annual income, taking into consideration the payment of all operating expenses thereof, including, but not limited to, the net rent, additional rent and all other charges herein reserved, and, after the performance of all covenants, agreements and provisions herein provided to be performed by the Tenant. The determination of what constitutes a fair and reasonable net annual income shall be governed by reference to the average net annual income produced by the Premises during the five-year period immediately preceding the taking. As used above, the term "operating expenses" does not include depreciation, income taxes or franchise taxes.

Section 12.3. Partial Taking. In the event of a partial taking or condemnation, i.e., a taking or condemnation of less than materially all of the Premises, this Lease (except as hereinafter provided) shall, nevertheless, continue, but the annual net Rent to be paid by the Tenant shall thereafter be reduced in the ratio that the rental value of the portion of the Premises taken or condemned bears to the rental value of the entire Premises at the time of the taking or condemnation and the Tenant shall promptly restore the building, as below provided.

That portion of the award as shall represent compensation for the Land Value shall belong to the Landlord. The Award Balance shall belong to the Tenant.

Should such partial taking or condemnation (a) result in rendering the part of the Premises remaining, unsuitable for the purposes for which the building was designed or (b) occur during the last five (5) years of the Term, then the Tenant in either event, at its option, upon thirty (30) days' prior notice to the Landlord, given at any time within sixty (60) days after the vesting of title in the condemnor, may cancel and terminate this Lease and the net rental and other charges hereunder to be apportioned as of the date of termination and the Tenant to be discharged from responsibility to restore the Premises. In the circumstances of such termination, the entire Award Balance shall belong to the Landlord free of any claim thereto or any part thereof by the Tenant, anything above set forth to the contrary notwithstanding.

Section 12.4. Temporary Taking. If the whole or any part of the Premises or of the Tenant's interest under this Lease be taken or condemned by any competent authority

for its or their temporary use or occupancy, this Lease shall not terminate by reason thereof and the Tenant shall continue to pay, in the manner and at the times herein specified, the full amounts of the Rent and all additional rent and other charges payable by the Tenant hereunder, and, except only to the extent that the Tenant may be prevented from so doing pursuant to the terms of the order of the condemning authority, to perform and observe all of the other terms, covenants, conditions, and obligations hereof upon the part of the Tenant to be performed and observed, as though such taking or condemnation had not occurred. In the event of any such temporary taking, or condemnation, the Tenant shall be entitled to receive the entire amount of any award made for such taking, whether paid or by way of damages, rent or otherwise, unless such period of temporary use or occupancy shall extend to or beyond the expiration date of the term of this Lease, in which case such award shall be apportioned between the Landlord and the Tenant as of such date of expiration of the Term, but the Landlord shall in that circumstance receive the entire portion of the award that is attributable to physical damage to the Premises and the restoration thereof to the condition immediately prior to the taking or condemnation. The Tenant covenants that, upon the termination of any such period of temporary use or occupancy, prior to the expiration of the Term, it will, at its sole cost and expense, restore the Premises, as nearly as may be reasonably possible, to the condition in which the same were immediately prior to such taking.

ARTICLE 13

PAYMENT OF TAXES

Section 13.1. Payment of Personal Property Taxes. The Tenant shall be responsible for any and all personal property taxes, charges, water and sewer charges and assessments, extraordinary as well as ordinary (each a "Tax") starting at such time as they may be levied, imposed or assessed during the Term of this Lease by governmental authorities upon the Premises or the Project.

Section 13.2. Changes in Taxation. If at any time after the date of this Lease, the methods of taxation of real property prevailing at the date of this Lease shall be altered and there shall be levied, assessed or imposed in substitution, in whole or in part, for the present general real estate taxes, a capital levy tax, or a tax upon revenues or rents derived from real estate or personal property, or any other tax howsoever denominated by whatsoever governmental agency or authority (including, but not limited to, any municipal, county, state, or federal authority) which shall be measured by or based in whole, or in part, upon the value of the Premises or the revenues or rents derived therefrom, then all such taxes, or the part thereof so measured or based, shall be deemed to be included within the term "Tax" for purposes of this Section, but only to the extent to which they shall be substituted for the present personal property taxes. In addition, the Tenant shall pay any new tax of a nature not presently in effect, but which may hereafter be levied, assessed or imposed upon the Landlord or the Premises, if such tax is based on or arises out of the ownership, use or operation of the Premises or the Project.

Section 13.3. Tenant to Provide Evidence of Payment. Tenant shall furnish Landlord and its mortgagees, if any, within thirty (30) days after the date when any Tax would become delinquent, with evidence satisfactory to the Landlord or such mortgagee, evidencing the payment thereof. A certificate, receipt or bill of the appropriate official authorized to make or issue the same or to receive payment of any such Tax, shall be prima facie evidence that such Tax is due and unpaid or has been paid at the time of the making or issuance of such certificate, receipt or bill.

ARTICLE 14

DEFAULTS; REMEDIES

Section 14.1. Tenant's Default; Landlord Remedies.

(a) In the event the Tenant defaults in the full and timely payment of any or all sums payable under this Lease, whether as Rent, utilities or service charges, insurance premium costs, Taxes, other taxes, charges, or assessments, or any other charges whatsoever, and said default continues for ten (10) days after written notice from the Landlord to the Tenant specifying the obligations in default or in the event the Tenant defaults in the full and timely performance of any and all material terms and conditions of this Lease (each a "**Tenant Event of Default**") and said default continues for (30) days after written notice from the Landlord to the Tenant specifying the facts of such default, or in the case of a default which cannot with due diligence be cured within said 30-day period, the Tenant fails to proceed promptly with best efforts to cure the same and thereafter to prosecute the curing of such default with due diligence; or if the Tenant does anything constituting a default under the section of this Lease relating to the Tenant's bankruptcy (a "**Tenant Default**"), then in any or all such events the Landlord shall be entitled to exercise any and all remedies under this Lease and/or those available at law and/or equity with respect to such Tenant Default, and those remedies shall include, but not be limited to the following:

(i) The Landlord shall be entitled to terminate this Lease and the Tenant's occupancy by written notice to that effect sent to the Tenant, and the term of this Lease shall expire and come to an end on the date said notice is issued (or on the expiration of the shortest notice period otherwise required by applicable governmental authority and notwithstanding any written agreement of the parties to the contrary), and the Tenant shall forthwith quit, vacate and surrender the Premises to the Landlord and the Tenant shall be liable for and thereupon pay to the Landlord any and all sums described in this Lease to the expiration date thereof on the Tenant's part to be paid, all of which amounts shall be immediately due and payable from the Tenant to the Landlord. The Landlord or its designees shall also be entitled with prior written notice to enter the Premises whether by force, peaceable repossession, summary proceedings or action or proceedings at

law or equity, and remove the Tenant and anyone seeking to claim rights or interest in the Premises together with all the portable personal property of said persons or entities, and the Landlord shall be entitled to place and store the same in a public or private warehouse at the Tenant's expense, all without liability to the Landlord or its designees and without being liable, or subject to prosecution therefor.

(ii) The Landlord shall also be entitled to take, hold, and use all, but only all, of the Premises for its own account, in which event the Tenant shall forthwith pay to the Landlord any and all costs, expenses, fees, attorneys' fees, and losses incurred by the Landlord in recovering the Premises and such property, restoring the same to good repair and good working order, removing property of the Tenant or others, curing any and all defaults of the Tenant up to the date of the Landlord's taking of the Premises for which purposes the Landlord shall be entitled to recover said sums from the Tenant by any or all remedies available at law and equity.

(iii) The Landlord shall also be entitled, without terminating this Lease, to re-let all, or part, of the Premises for the account of the Tenant for the balance of the Term described in this Lease or any longer or shorter period, on the same or other terms and conditions in whole or in part, and alter, decorate, repair or restore the Premises and any such personalty in any way appropriate or necessary in the Landlord's discretion to re-let the same, without releasing the Tenant from any liability to Landlord, and apply the proceeds of such re-letting first to reimbursement or payment, as the case may be, of the cost and expenses of removing the Tenant and any others from the said Premises, then to restoring and repairing the Premises, then to the costs and expense of preparing the same for any new tenant or tenants, then to the costs and expenses of re-letting the same, then to its attorneys' fees in the matter, and then applied to the extent thereof in full or part payment as the case may be to any and all sums described in this Lease as Rent whether due or to become due, and the Tenant shall be and remain liable for any deficiency in the full payment and satisfaction of the foregoing and shall pay such deficiency to the Landlord forthwith upon the Landlord's demand, failing which the Landlord shall be entitled to collect the same by remedies available at law and equity, and the Tenant shall be entitled to any surplus after such full payment and satisfaction for all of the foregoing.

(b) Tenant Liable for the Landlord's Attorneys' Fees. In case suit shall be brought for recovery of possession of the Premises and/or for the recovery of Rent or any other amounts due under the provisions of this Lease or because of the breach of any other covenant herein contained on the part of the Tenant to be kept or performed, and such breach shall be established, the Tenant shall pay to the Landlord all reasonable expenses incurred therefor, including out-of-pocket expenses, court costs and reasonable attorneys' fees. This paragraph shall survive termination of the Lease.

(c) Landlord's Remedies Cumulative. The remedies set forth in this Lease are cumulative and not exclusive, and are in addition to and not in substitution for any remedies available at law or equity.

(d) Landlord's Right to Cure Tenant's Defaults. If the Tenant shall default in the performance or observance of any covenant or condition herein contained on the Tenant's part to be performed or observed, the Landlord may, on at least (10) days' prior written notice to the Tenant, or without notice if in the Landlord's opinion an emergency shall exist, perform the same for the account and at the expense of the Tenant, and the expense of so doing, together with interest thereon at the maximum annual rate permitted by law, from the date of the advance therefor, shall be additional rent hereunder and due and payable upon the Landlord's demand therefor. If the Landlord shall incur any costs, including reasonable attorneys' fees, instituting, prosecuting or defending any action or proceedings instituted by reason of a default by the Tenant, the Tenant shall promptly reimburse the Landlord for the amount of such expense.

(e) No Waiver of Performance Except in Writing. No failure by the Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition hereof to be performed or complied with by the Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

(f) Landlord's Right of Injunction. In the event of any breach or threatened breach by the Tenant of any of the agreements, terms, covenants, or conditions contained in this Lease, the Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed by law or in equity, or by statute or otherwise, as though right of re-entry, summary proceedings and other remedies were not provided for in this Lease.

(g) Trustee's Right to Cure Tenant Default. The Landlord agrees to give to the Trustee in bankruptcy copies of all notices of the Tenant default(s) under this Lease in the same manner as, and whenever, the Landlord shall give any such notice of default to the Tenant. The Trustee shall have the right to remedy any Tenant default under this Lease, or to cause any default of the Tenant under this Lease to be remedied, and for such purpose the Landlord hereby grants the Trustee such period of time given to the Tenant for remedying, or causing to be remedied, any such default plus thirty (30) days. The Landlord shall accept performance by the Trustee of any term, covenant, condition or agreement to be

performed by the Tenant under this Lease with the same force and effect as though performed by the Tenant.

Section 14.2. Landlord Default; Tenant Remedies.

(a) In the event the Landlord defaults in the full and timely performance of any and all material terms and conditions of this Lease (each a "**Landlord Event of Default**") and said default continues for (30) days after written notice from the Tenant specifying the facts of such default, or in the case of a default which cannot with due diligence be cured within said 30-day period, the Landlord fails to proceed promptly with best efforts to cure the same and thereafter to prosecute the curing of such default with due diligence; or if the Landlord does anything constituting a default under the section of this Lease relating to the Landlord's bankruptcy (a "**Landlord Default**"), then in any or all such events the Tenant shall be entitled to exercise any and all remedies under this Lease and/or those available at law and/or equity with respect to such Landlord Default, and those remedies shall include, but not be limited to the following:

(i) The Tenant shall be entitled to terminate this Lease by written notice to that effect sent to the Landlord, and the term of this Lease shall expire and come to an end on the date said notice is issued (or on the expiration of the shortest notice period otherwise required by applicable governmental authority and notwithstanding any written agreement of the Parties to the contrary).

(ii) The Tenant shall also be entitled to seek all available remedies at law or in equity against the Landlord, provided, however, the Tenant shall not be entitled to seek or recover consequential, punitive, exemplary or other damages.

(b) Landlord Liable for Tenant's Attorneys' Fees. In case suit shall be brought for a Landlord Default because of the breach of any covenant herein contained on the part of the Landlord to be kept or performed, and such breach shall be established, the Landlord shall pay to the Tenant all costs and expenses incurred in connection therewith, including out-of-pocket expenses, court costs and reasonable attorneys' fees. This paragraph shall survive termination of the Lease.

(c) Tenant's Remedies Cumulative. The remedies set forth in this Lease are cumulative and not exclusive, and are in addition to and not in substitution for any remedies available at law or equity.

(d) Tenant's Right to Cure Landlord's Defaults. If the Landlord shall default in the performance or observance of any covenant or condition herein contained on the Landlord's part to be performed or observed, the Tenant may, on at least (10) days' prior written notice to the Landlord, or without notice if in the Tenant's opinion an emergency shall exist, perform the same for the account and

at the expense of the Landlord, and the expense of so doing, together with interest thereon at the maximum annual rate permitted by law, from the date of the advance therefor, shall be due and payable upon the Tenant's demand therefor. If the Tenant shall incur any costs, including reasonable attorneys' fees, instituting, prosecuting or defending any action or proceedings instituted by reason of a default by the Landlord, the Landlord shall promptly reimburse the Tenant for the amount of such expense.

(e) No Waiver of Performance Except in Writing. No failure by the Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition hereof to be performed or complied with by the Landlord, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Tenant. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

(f) Tenant's Right of Injunction. In the event of any breach or threatened breach by the Landlord of any of the agreements, terms, covenants, or conditions contained in this Lease, the Tenant shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed by law or in equity, or by statute or otherwise.

(g) Trustee's Right to Cure Landlord Default. The Tenant agrees to give to the Trustee in bankruptcy copies of all notices of the Landlord default(s) under this Lease in the same manner as, and whenever, the Landlord shall give any such notice of default to the Tenant. The Trustee shall have the right to remedy any Landlord Default under this Lease, or to cause any default of the Landlord under this Lease to be remedied, and for such purpose the Landlord hereby grants to the Trustee such period of time given to the Trustee for remedying, or causing to be remedied, any such default plus thirty (30) days. The Tenant shall accept performance by the Trustee of any term, covenant, condition or agreement to be performed by the Landlord under this Lease with the same force and effect as though performed by the Landlord.

ARTICLE 15

DUTY TO SURRENDER

Section 15.1. Tenant's Duty to Surrender. On the expiration or earlier termination of this Lease or any extension thereof, or upon the Landlord's exercise of its right to limit

the Tenant's occupancy to the Premises, the Tenant shall deliver possession of any portion of the Premises to the Landlord that the Tenant is not entitled to occupy under this Lease in such order and state of repair as provided herein.

ARTICLE 16

HOLDOVER

Section 16.1. Landlord's Rights If Tenant Holds Over. If the Tenant remains in possession of the Premises or any portion thereof after the described date of expiration of the Term or after the earlier termination of the Lease, at the option of the Landlord, the Tenant shall be deemed to be in occupation as a month-to-month tenant at the Rent most recently chargeable under the terms and conditions of this Lease, and subject to the other terms and conditions of this Lease apart from the length of Term including but not limited to Liquidated Damages, and the terms and conditions of this Lease provision shall be enforceable by the Landlord notwithstanding expiration or other termination of this Lease, but nothing in this Lease provision shall be deemed to extend the Term beyond the expiration date thereof or the date of its earlier termination nor grant any right to the Tenant or any other person to use, occupy or remain in possession of all or any part of the Premises beyond the date of expiration of this Lease or any earlier termination of this Lease. This paragraph shall survive termination of the Lease.

ARTICLE 17

NO LANDLORD LIABILITY

Section 17.1. No Landlord Liability. The Landlord shall not be liable for any loss or damage to the Premises, the Project or to any property of the Tenant or any other person thereon, anything in this Lease to the contrary notwithstanding and no Party shall be liable to its respective failure to perform in the case of Force Majeure (see below).

ARTICLE 18

RIGHT OF ENTRY

Section 18.1. Landlord's Right of Entry. The Landlord expressly reserves and shall have the right by its agents and servants upon reasonable prior notice to enter into and upon the Premises during normal business hours notice except in the case of emergency for the purpose of inspecting same.

ARTICLE 19

SUBORDINATION, ATTORNMENT AND ESTOPPEL

Section 19.1. Subordination to Easements and Restrictions. This Lease shall be subject to any and all easements and restrictions now of record, and to any and all utility easements hereafter affecting the Premises (the "**Permitted Encumbrances**") after the Commencement Date.

Section 19.2. Attornment. The Tenant hereby agrees that in the event of sale or assignment of the Landlord's interest in the Premises, whether by act of the Landlord, by operation of law or otherwise, the Tenant shall attorn to the Landlord or any new owner upon any such event and recognize such person, firm or entity as the owner of the Premises as the "Landlord" under this Lease and the Landlord shall deliver a non-disturbance agreement from its assignee to the Tenant in a form mutually agreeable to the parties.

Section 19.3 Estoppel. At any time, and from time to time upon not less than thirty (30) days' prior written notice by the Tenant to the Landlord, the Landlord shall execute, acknowledge and deliver to the Tenant a statement, in writing in form satisfactory to the Tenant, certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), and the dates to which the Rent have been paid in advance, stating whether there are any offsets to the Tenant's obligation to pay Rent hereunder and describing them, if any, and stating whether or not to the best knowledge of the signer of such certificate (who shall be a duly-authorized officer or signatory of the Landlord) the Tenant is in default in performance of any term, covenant or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, and containing such other information as shall reasonably be required by the Tenant, it being intended that any such statement delivered pursuant hereto may be relied upon by any party dealing with the Tenant.

Section 19.4. No Liens. The Tenant shall not encumber the Landlord's fee interest in the Premises in any manner without the prior written consent of the Landlord and the Landlord shall not encumber the Tenant's leasehold interest in the Premises without the prior written Approval of the Tenant.

ARTICLE 20

NOTICES

Section 20.1. Form and Manner of Notice. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications, or documents required or desired to be given, delivered or served, or which may be given, delivered or served under or by the terms and provisions of this

Lease, pursuant to law or otherwise, shall be in writing and shall be deemed to have been duly given, delivered or served if and when either personally delivered or two (2) days after mailing by certified mail, return receipt requested, postage prepaid, or delivered by overnight delivery service addressed to the other Party, at the respective addresses of each indicated below or to such other address, for example, a mortgagee, as a Party may from time to time designate by written notice to the other Party:

(a) To Landlord: City of Bridgeport
Director,
Office of Planning and Economic Development
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

With copy to: City Attorney
Office of City Attorney
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

(b) To Tenant: Keith Williams
Chairman
East End NRZ Market & Café Inc.
1841 Stratford Avenue
Bridgeport, CT 06607

With copy to: Edward Lavernoich
President
BEDCO
10 Middle Street
Bridgeport, CT 06604

ARTICLE 21

WAIVER

Section 21.1. Waiver Effective Only If In Writing. No waiver by either Party to this Lease of any condition or term of this Lease shall be effective unless it is in writing and

signed by the waiving party, nor shall any such waiver constitute a further waiver by such party of the same or any other condition or term hereunder.

ARTICLE 22

PAYMENTS UNDER PROTEST

Section 22.1. Tenant's Right to Make Payments Under Protest. In case of any dispute between the Landlord and the Tenant with respect to the amount of money payable by the Tenant to the Landlord under the provisions of this Lease, the Tenant shall have the right to make payment under protest, and, in such event, shall be permitted to assert and prosecute a claim or claims for the recovery of the sum, or any part thereof, that shall have been so paid by the Tenant under protest.

ARTICLE 23

ENTIRE AGREEMENT; NO ORAL MODIFICATION

Section 23.1. All Prior Understandings and Writings Merged. All prior understandings and agreements between the Parties are merged into this Lease, which alone fully and completely sets forth the understanding of the Parties, and this Lease may not be changed orally or in any manner other than by an agreement in writing and signed by the Party against whom enforcement of the change or termination is sought.

ARTICLE 24

COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES

24.1. Covenants Binding on Heirs, Successors and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of the Landlord, its successors and assigns, and the Tenant, its permitted successors and assigns, except as may be otherwise provided herein.

ARTICLE 25

CONSTRUCTION OF LEASE

Section 25.1. Connecticut Law Applies. This Lease shall be governed and construed in accordance with the laws of the State of Connecticut.

ARTICLE 26

CAPTIONS AND TABLE OF CONTENTS

Section 26.1. Captions. The captions of this Lease are for convenience and reference only, and neither define, limit nor describe the scope or intent of this Lease nor in any way affect this Lease.

Section 26.2. Table of Contents. The Table of Contents preceding this Lease, but under the same cover, is for the purpose of convenience and reference only, and is not to be deemed or construed in any way as part of this Lease, nor as supplemental thereto, or amendatory thereof.

ARTICLE 27

RESOLUTION OF DISPUTES

Section 27.1. Disputes. All disputes under this Agreement shall be resolved by a court of law having jurisdiction over the parties located in Fairfield County, Connecticut.

ARTICLE 28

NO MERGER

Section 28.1. No Merger. There shall be no merger of the leasehold estate with the fee estate in the real property comprising the Premises because one Party or such Party's transferee may acquire or shall hold directly or indirectly any interest in the estate created by or granted by this Lease and no such merger shall occur unless all entities shall obtain the Approval of their respective governing bodies and thereafter join in a written instrument effecting such merger and shall duly-record same on the land records of the City of Bridgeport.

ARTICLE 29

COUNTERPARTS

Section 29.1. Counterparts. This Lease may be executed by the Parties in several counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement.

ARTICLE 30

NON-DISCRIMINATION

Section 30.1. Non-Discrimination; Affirmative Efforts to Hire MBEs, WBEs, Bridgeport-Based Businesses.

The Tenant agrees to comply with the City of Bridgeport's laws against discrimination and its MBE Ordinance in contracting for construction services with minority business enterprises, women's business enterprises and Bridgeport-based businesses and shall use its best efforts to meet the requirements and goals set forth in such MBE Ordinance.

ARTICLE 31

TRANSFER; ASSIGNMENT

Section 32.1. Landlord Consent to Tenant's Transfer or Assigning of Interest.

(a) The Tenant represents and warrants to the Landlord that its lease of the Premises and its other undertakings pursuant to this Agreement, are and will be for the purpose of the development and use of the Premises in accordance with the terms of this Lease and the LDA.

(b) Tenant's Transfer or Encumbrance of its Leasehold Interest in the Premises Prior to Completion of the Project.

(1) Prior to completion of the Improvements constituting the Project, the Tenant shall not convey, assign or otherwise transfer to a third party any portion of its interest in the Premises except in the manner set forth in this Lease to an Affiliate that is Approved by the Landlord. The Tenant shall deliver written notice to the Landlord of such proposed transfer, together with all material information pertaining to the proposed transaction and any proposed Affiliate, an assignment and assumption agreement reasonably satisfactory to the Landlord, and a written instrument reasonably satisfactory to the Landlord guaranteeing the performance of this Lease by the transferee. The Tenant shall not make any such transfer until it obtains the prior written Approval of the Landlord, which Approval shall not be unreasonably withheld or delayed in the exercise of Landlord's commercial business judgment, reasonably exercised. No such assignment shall relieve the Tenant of any obligation arising in connection with this Agreement except as may be set forth in an assignment and assumption agreement acceptable to the Landlord.

Project. (c) Transfer of Tenant's Interest Subsequent to Completion of the

(1) Subsequent to the completion of the Improvements, the Tenant shall have the right to convey, assign, or otherwise transfer, to a third party or to an Affiliate any of its rights or interests under this Agreement, or any right or interest it may have in the Premises, provided, however, that the Tenant has not committed a Tenant Default that continues beyond any applicable grace or cure period, and, further provided that the Tenant shall within a reasonable time before such conveyance, assignment, or transfer, deliver to the Landlord an assignment and assumption of this Lease reasonably satisfactory to the Landlord. The Tenant shall not make any such transfer until it obtains the prior written Approval of the Landlord, which Approval shall not be unreasonably withheld or delayed.

ARTICLE 32

FORCE MAJEURE

Section 32.1. Force Majeure. The Parties hereto, respectively, shall not be in default of this Lease if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, epidemic, pandemic, enactment of a law, rule or regulation or a change in existing laws, rules or regulations which prevents any party's ability to perform its respective obligations, or actions by other persons beyond the exclusive control of the Party claiming hindrance or delay. If a Party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other Party of the nature of such hindrance or delay, its effect upon such Party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such Party's performance. Notwithstanding notification of a claim of hindrance or delay by one Party, such request shall not affect, impair or excuse the other Party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the Party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the Parties and may result in the need to modify the Lease accordingly.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Lease as of the year and date first above written.

Signed, sealed and delivered
in the presence of:

LANDLORD:

CITY OF BRIDGEPORT

Witness

By: _____
Name
Title
Duly-authorized

Witness

TENANT:

Witness

By: _____
Name:
Title:
Duly-authorized

Witness

SCHEDULE A

Property Description

SCHEDULE B

Permitted Encumbrances

SCHEDULE C

**Project Site Survey Showing Locations of All Phases
Of the Project**

Exhibit 1

Council Resolution

Exhibit 2

Land Disposition Agreement dated _____,
Incorporated by reference as if fully set forth herein.

Exhibit 3

**Environmental Land Use Restriction
And Survey**

Environmental Release

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

GREETING, KNOW YE, THAT _____, having an address at _____ ("Releasor"), for good and valuable consideration received from the _____, a _____ organized and existing under the laws of the State of Connecticut, the receipt and sufficiency whereof is hereby acknowledged, has remised, released and forever discharged, and by these presents does for **ITSELF, ITS** administrators, successors and assigns, remise, release and forever discharge the said _____, **ITS AGENTS, SERVANTS, EMPLOYEES, OFFICERS, OFFICIALS, COMMISSIONERS, AGENCIES, BOARDS AND COMMISSIONS**, and their respective heirs, administrators, successors and assigns ("Releasees") of and from all, and all manner of, actions, causes of action, suits, personal injury claims, property damage, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity relating to:

Environmental Conditions existing prior to the date hereof defined on Schedule A attached hereto and made a part hereof

which against the said _____ **AND/OR ITS AGENTS, SERVANTS, EMPLOYEES, OFFICERS, OFFICIALS, COMMISSIONERS, AGENCIES, BOARDS AND COMMISSIONS**, and their respective heirs, administrators, successors and assigns ever had, now have or which the undersigned's administrators, successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of these presents.

And especially in connection with **ANY ENVIRONMENTAL CLAIMS** related to that **certain Land Disposition Agreement** dated _____.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand and seal on the day of _____, 20____.

Sealed in the presence of:

[Releasor]

By: _____

Name:

Title:

duly-authorized

State of Connecticut)
) ss.:
County of _____)

At:

Personally appeared, _____, the _____ of [entity],
signer and sealer of the foregoing instrument, and acknowledged the same to be his/her
free act and deed in such capacity on behalf of said [entity], before me.

Notary Public
My commission expires:
Commissioner of the Superior
Court



PLANNING & ZONING COMMISSION APPLICATION

1. NAME OF APPLICANT: SIMCOVE LLC

2. Is the Applicant's name Trustee of Record? Yes _____ No **XX** DEC 29 '22 PM 2:22

If yes, a sworn statement disclosing the Beneficiary shall accompany this application upon filing.

3. Address of Property: 2600 Madison Avenue Bridgeport Ct
(number) (street) (state) (zip code)

4. Assessor's Map Information: Block No. 64 Lot No. 2387/6/A

5. Amendments to Zoning Regulations: (indicate) Article: _____ Section: _____

(Attach copies of Amendment)

6. Description of Property (Metes & Bounds): Northerly: by Vincellest st 246.72 ft, Easterly: by land now or formerly of ameridge condo 601.88 ft, Southerly: by Glendale Ave 642.03 ft, Westerly: by Madison ave 806.42 ft, Northwesterly: by the intersection of Madison Ave and Vincellest st. 40.04 ft

7. Existing Zone Classification: MX2

8. Zone Classification requested: _____

9. Describe Proposed Development of Property: Change of use to Self Storage

Approval(s) requested: Special Permit

Signature: Hugh Scott Date: 12-27-2022
Print Name Hugh Scott

If signed by Agent, state capacity (Lawyer, Developer, etc.) Signature: _____
Print Name: _____

Mailing Address: 12 Bradley Street Branford Ct 06405

Phone: _____ Cell: 203-981-0123 Fax: _____

E-mail Address: hugh@covefunds.com

\$ _____ Fee received Date: _____ Clerk: _____

THIS APPLICATION MUST BE SUBMITTED IN PERSON AND WITH COMPLETED CHECKLIST

- Completed & Signed Application Form
- Completed Site / Landscape Plan
- Written Statement of Development and Use
- Cert. of Incorporation & Organization and First Report (Corporations & LLC's)
- A-2 Site Survey
- Drainage Plan
- Property Owner's List
- Building Floor Plans
- Building Elevations
- Fee

PROPERTY OWNER'S ENDORSEMENT OF APPLICATION

<u>Hugh Scott</u> Print Owner's Name	<u>Hugh Scott</u> Owner's Signature	<u>December 28, 2022</u> Date
_____ Print Owner's Name	_____ Owner's Signature	_____ Date

2600 Madison Avenue Property Overview.

SimCove proposes to redevelop the former Stop and Shop property into a state-of-the-art self-storage facility. Bridgeport has a dramatic shortage of self-storage space and there are very few, if any, sites in the city that are zoned for such use and are of sufficient size and location. Demand for self-storage is typically about 6 to 10 square feet per capita. Currently, Bridgeport has about 2 square feet per capita which has resulted in shortages of space and dramatic rental rate spikes in the peak summer periods. Self-storage is also a critical resource for small businesses. Typically, 25% of the space is used by small businesses. It accomplishes incremental growth for them by providing a location to conveniently store supplies, records, and inventory without having to relocate their core business location.

The building will receive new clapboard siding, windows, pavement, fencing and gates, security systems, mechanical systems and compliant signage.

The proposed facility would provide a modern class A climate controlled and highly secure storage option, particularly for those residing in the Northwest section of the city where there are no existing facilities. The closest facility is nearly three miles away which is a long distance by urban self-storage standards.

The property is currently zoned MX2 which allows for self-storage subject to a special permit.

The building will feature a drive-in area that will allow customers to load and unload inside the building and out of the weather. It will also have at least 50 parking spaces that will be available to be rented to help satisfy local parking needs. We have completed a traffic study and it indicates that, unlike almost any other development type, it would have minimal traffic impact to the neighborhood. The site will provide ingress and egress from Madison Avenue and Vincelle Street.

This project provides a needed and viable use option for a long-neglected property in the city. Self-storage just like many other services is a needed service in the community and it is important that it is in a convenient and safe and secure location. It will substantially add to the tax base and require very little city services. It will have no impact on schools, minimal impact on water and sewer, and very little impact on other city services.

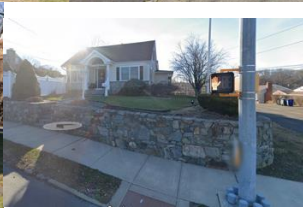
SIMCOVE LLC
HUGH SCOTT
12 BRADLEY STREET BRANFORD CT 06405
203-981-0123

Aerial Photo of Property



Photographs of Surrounding Properties





2387-5A	35 AMERIDGE DR	BOONE ENAE	35 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	43 AMERIDGE DR	JACBSON MICHELE A	100 MAGNOLIA ST	BRIDGEPORT	CT	06606
2387-5A	67 AMERIDGE DR	MORAIS CARLOS A	67 AMERIDGE DRIVE	BRIDGEPORT	CT	06606
2387-5A	71 AMERIDGE DR	DUBE AMY	71 AMERIDGE DRIVE UNIT	BRIDGEPORT	CT	06606
2387-5A	85 AMERIDGE DR	GILMORE JASON R	85 AMERIDGE DR	BRIDGEPORT	CT	06606-6040
2387-5A	99 AMERIDGE DR	PEREZ IRENE M	99 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	103 AMERIDGE DR	SMRIGA CARMELLA	603 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	123 MARCONI AV	BROWN PAUL M JR	123 MARCONI AVENUE	BRIDGEPORT	CT	06606
2387-5A	125 MARCONI AV	ADAES CARLOS A	125 MARCONI AVE	BRIDGEPORT	CT	06606
2387-5A	133 MARCONI AV	COX OPAL L	133 MARCONI AV	BRIDGEPORT	CT	06606-6024
2387-5A	135 MARCONI AV	WESTSTAR TREND LLC	11437 EAST TERRA DRIVE	SCOTTSDALE	AZ	85259
2387-5A	147 MARCONI AV	THACH HIEU	147 MARCONI AVE	BRIDGEPORT	CT	06606
2387-5A	149 MARCONI AV	MISIK MARTIN & MARTINA	149 MARCONI AVE	BRIDGEPORT	CT	06606
2387-5A	87 MARCONI AV	FISHER KARLINE	87 MARCONI AVE	BRIDGEPORT	CT	06606
2387-5A	93 MARCONI AV	WILLIAMS BRUCE	93 MARCONI AVE UNIT 93	BRIDGEPORT	CT	06604
2387-5A	97 MARCONI AV	ZIKO ARTAN	113 BUDDINGTON RD	SHELTON	CT	06484
2387-5A	525 GLENDALE AV	BRITO ARTURO JR	525 GLENDALE AV	BRIDGEPORT	CT	06606-6045
2387-5A	529 GLENDALE AV	SMITH BEVERLY L	529 GLENDALE AVE	BRIDGEPORT	CT	06606
2387-5A	539 GLENDALE AV	APPLE CLAUDETTE B	539 GLENDALE AV	BRIDGEPORT	CT	06606-6007
2387-5A	549 GLENDALE AV	TORRES OLGA	549 GLENDALE AVE	BRIDGEPORT	CT	06606
2387-5A	549 VINCELLETTE ST	WEIL HOWARD J	108 MAY STREET	FAIRFIELD	CT	06825
2387-5A	553 GLENDALE AV	LUBY RONDA	180 QUEEN ST	BRIDGEPORT	CT	06606
2387-5A	557 VINCELLETTE ST	STEWART GREGORY	557 VINCELLETTE ST	BRIDGEPORT	CT	06606
2387-5A	565 GLENDALE AV	ORLOWSKI MARIA TERESA	565 GLENDALE AVE	BRIDGEPORT	CT	06606
2387-5A	567 GLENDALE AV	SILVA MELISA	567 GLENDALE AVE	BRIDGEPORT	CT	06606
2387-5A	571 GLENDALE AV	GORE MARK S	571 GLENDALE AVE	BRIDGEPORT	CT	06606
2387-5A	579 GLENDALE AV	SEC OF HOUSING & URBAN DEV	C/O MICHAELSON CONN 4400 WILL ROGERS PARKV	OKLAHOMA CI	OK	73108
2387-5A	581 GLENDALE AV	CAAL-AGUSTIN OSCAR	581 GLENDALE AV	BRIDGEPORT	CT	06606
2387-5A	587 VINCELLETTE ST	LEE CHARLENE A & RANDY (SURV OF THEM)	587 VINCELLETTE ST UNIT	BRIDGEPORT	CT	06606
2387-5A	593 VINCELLETTE ST	SAADH PROPERTIES INC	13 CHIPPING LA	NORWALK	CT	06854
2387-5A	595 VINCELLETTE ST	PENIASTEKOVA PETRA	595 VINCELLETTE STREET	BRIDGEPORT	CT	06606
2387-5A	599 GLENDALE AV	LATIFI GERTA & FATON	248 CHURCH HILL RD	TRUMBULL	CT	06611
2387-5A	8 AMERIDGE DR	VALENTINE THOMAS M & NICOLE	8 AMERIDGE DR UNITE 8	BRIDGEPORT	CT	06606-6027
2387-5A	9 AMERIDGE DR	ALABRE MARIE R	9 AMERIDGE DR	BRIDGEPORT	CT	06606-6000
2387-5A	109 AMERIDGE DR	SILVA EDIR	109 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	109 MARCONI AV	LEMONS VALDEMIR C & ANDREA	109 MARCONI AV	BRIDGEPORT	CT	06606-6023
2387-5A	127 MARCONI AV	JOHNSON DONNA J	127 MARCONI AVE	BRIDGEPORT	CT	06604
2387-5A	153 MARCONI AV	BOTTA CHRISTINA	43 GARDEN DR	FAIRFIELD	CT	06825
2387-5A	521 GLENDALE AV	BURNES NIKOLE D	521 GLENDALE AVE	BRIDGEPORT	CT	06606
2387-5A	531 GLENDALE AV	MOKTAN DENISHA	531 GLENDALE AV	BRIDGEPORT	CT	06606-6006
2387-5A	537 GLENDALE AV	BURDICK KEITH P	537 GLENDALE AVE	BRIDGEPORT	CT	06606
2387-5A	545-G GLENDALE AV	COSTA RONALD & SHERRY	30 HURD AVE	MONROE	CT	06468
2387-5A	547 VINCELLETTE ST	SILVA RICKY B	547 VINCELLETTE ST	BRIDGEPORT	CT	06606-2255
2387-5A	551 GLENDALE AV	MOHAN ABILASH	77 MALER AVENUE	SHELTON	CT	06484
2387-5A	551 VINCELLETTE ST	SANTELLA RICHARD A & SALLY E	15 RENCHY STREET	FAIRFIELD	CT	06824
2387-5A	559 VINCELLETTE ST	SLATKY KIMBERLY A	559 VINCELLETTE ST	BRIDGEPORT	CT	06606
2387-5A	563 GLENDALE AV	LATIFI GERTA & FATON	248 CHURCH HILL RD	TRUMBULL	CT	06611
2387-5A	583 VINCELLETTE ST	EDGETT SABINE C	443 CHURCH HILL RD	FAIRFIELD	CT	06825
2387-5A	587 GLENDALE AV	BRITTO MARYANN	25 HICKORY ST	TRUMBULL	CT	06611
2387-5A	597 GLENDALE AV	SNOWBALL KHARI	597 GLENDALE AV	BRIDGEPORT	CT	06606-6014
2387-5A	611 GLENDALE AV	RANNEY LAURA G	48 RIVERVIEW DR	BRIDGEPORT	CT	06606
2387-5A	619 GLENDALE AV	SPIGAROLO EYVLENE H	619 GLENDALE AVE	BRIDGEPORT	CT	06606
2387-5A	4 AMERIDGE DR	ROMA TERRI I	4 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	11 AMERIDGE DR	GOMES JORGE M & MARIA G	11 AMERIDGE DR	BRIDGEPORT	CT	06606-6000
2387-5A	16 AMERIDGE DR	16 AMERIDGE DRIVE LLC	16 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	18 AMERIDGE DR	ROBERTSON NANCY E	18 AMERIDGE DRIVE	BRIDGEPORT	CT	06606
2387-5A	25 AMERIDGE DR	MOITOSO MARIA C & EDWARD M	25 AMERIDGE DR	BRIDGEPORT	CT	06606-6033
2387-5A	27 AMERIDGE DR	AMERIDGE DRIVE LLC	165 E VILLAGE ROAD	SHELTON	CT	06484
2387-5A	77 AMERIDGE DR	ELLIS LOUIS F	1200 COMMONWEALTH #21	BOSTON	MA	02134
2387-5A	83 AMERIDGE DR	NEALON BEVIN K	83 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	89 AMERIDGE DR	BURGO NICOLE E & LINDA L	89 AMERIDGE DR	BRIDGEPORT	CT	06606-6040
2387-5A	105 MARCONI AV	SCHIEBE DONNA M (EST OF)	43 ADAMS RD	FAIRFIELD	CT	06824
2387-5A	12 AMERIDGE DR	DUBRASKI JENNIFER	12 AMERIDGE DRIVE	BRIDGEPORT	CT	06606
2387-5A	13 AMERIDGE DR	CRUZ CHRYSSTIE & MIRIAM L	13 AMERIDGE DRIVE	BRIDGEPORT	CT	06606
2387-5A	14 AMERIDGE DR	MENDES DONNA	14 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	28 AMERIDGE DR	ZAK SCOTT	28 AMERIDGE DR	BRIDGEPORT	CT	06606-6030
2387-5A	29 AMERIDGE DR	KENNEY MICHAEL A	55 PLUMTREE LANE	TRUMBULL	CT	06611
2387-5A	36 AMERIDGE DR	DOUPONA LAUREN	36 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	37 AMERIDGE DR	SACHS LAURA	37 AMERIDGE DRIVE	BRIDGEPORT	CT	06606
2387-5A	40 AMERIDGE DR	REISSINGER FERNANDO & AMANDA S	40 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	41 AMERIDGE DR	VASSELL MILLICENT	41 AMERIDGE DRIVE	BRIDGEPORT	CT	06606
2387-5A	42 AMERIDGE DR	PORTO LUISA G	42 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	44 AMERIDGE DR	COLANGELO JANET	44 AMERIDGE DR	BRIDGEPORT	CT	06606-6038
2387-5A	45 AMERIDGE DR	SLATTERY DANIEL	21 STONEHENGE LA	MONROE	CT	06468
2387-5A	65 AMERIDGE DR	MOORE PRESTON	82 CEDAR RD	WILTON	CT	06897
2387-5A	75 AMERIDGE DR	PICCOLELLO JENNY	75 AMERIDGE DRIVE	BRIDGEPORT	CT	06606
2387-5A	97 AMERIDGE DR	GARRITY JOANN P	97 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	101 AMERIDGE DR	MIELE DOLORES M	101 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	101 MARCONI AV	BALA MILOZA	101 MARCONI AVE	BRIDGEPORT	CT	06606-6022
2387-5A	103 MARCONI AV	SAN ANGELO ANTHONY P	605 JUNIPER CT	OXFORD	CT	06418
2387-5A	107 AMERIDGE DR	ARCERI LOUIS J & LINDA M	107 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	111 MARCONI AV	GOINGS CAROLYN	111 MARCONI AVE	BRIDGEPORT	CT	06606
2387-5A	113 MARCONI AV	POLAWSKI JANUSZ & ANNA	113 MARCONI AVE	BRIDGEPORT	CT	06606
2387-5A	119 MARCONI AV	POREMSKA ANN MARIE	119 MARCONI AVE	BRIDGEPORT	CT	06606-6024
2387-5A	129 MARCONI AV	BAPTISTA ADALBERTO	4685 MADISON AVENUE	TRUMBULL	CT	06611
2387-5A	137 MARCONI AV	MIRSKY SHELLEY J	137 MARCONI AVENUE	BRIDGEPORT	CT	06606

2387-5A	139 MARCONI AV	MINITER TRACEY		139 MARCONI AVENUE	BRIDGEPORT CT	06606
2387-5A	89 MARCONI AV	FREITAS SAMUEL		89 MARCONI AVENUE	BRIDGEPORT CT	06606
2387-5A	91 MARCONI AV	CHINTALAPUDI PRASAD & JAYASHRI		91 MARCON AVE	BRIDGEPORT CT	06606
2387-5A	99 MARCONI AV	FRISCIA FAMILY TRUST		175 CLINTON AVE	NEW ROCHELL NY	10801
2387-5A	527 GLENDALE AV	DEMKIW-ORMAN KATHERINE		527 GLENDALE AVENUE	BRIDGEPORT CT	06606
2387-5A	535 GLENDALE AV	SENTEIO MARIA E		535 GLENDALE AVE	BRIDGEPORT CT	06606
2387-5A	541 GLENDALE AV	QUINTON KATHLEEN D		541 GLENDALE AVE	BRIDGEPORT CT	06606
2387-5A	543 GLENDALE AV	OCKOVITZ JOHN		543 GLENDALE AVENUE	BRIDGEPORT CT	06606
2387-5A	545 VINCELLETTE ST	SANTELLA RICHARD A & SALLY E		15 RENCHY ST	FAIRFIELD CT	06824
2387-5A	555 GLENDALE AV	GILFORD CORNELIUS		555 GLENDALE AVENUE	BRIDGEPORT CT	06606
2387-5A	561 GLENDALE AV	KOCHERSPERGER PETER C		38 JAMESTOWN ROAD	EASTON CT	06612
2387-5A	573 GLENDALE AV	JOHNSON D JR & G JOHNSON	GLORIA HAYNES	573 GLENDALE AV	BRIDGEPORT CT	06606-6011
2387-5A	577 GLENDALE AV	MOHAN ABILASH	NITI CHAUDHRY	77 MALER AVE	SHELTON CT	06484
2387-5A	581 VINCELLETTE ST	EVARTS RYAN E		581 VINCELLETTE ST	BRIDGEPORT CT	06606
2387-5A	583 GLENDALE AV	RUIZ LAURA CRISTINA Q		583 GLENDALE AV	BRIDGEPORT CT	06606-6012
2387-5A	585 VINCELLETTE ST	RUIZ MAXIMO F T &	ESTHER V TELLO	585 VINCELLETTE ST	BRIDGEPORT CT	06606-2257
2387-5A	589 GLENDALE AV	VEGH ALEXANDRA		589G GLENDALE AVENUE	BRIDGEPORT CT	06606
2387-5A	589 VINCELLETTE ST	KOEING CAROL		589 VINCELLETTE	BRIDGEPORT CT	06606
2387-5A	591 GLENDALE AV	SWEET JOSHUA & DORA E		591 GLENDALE AV	BRIDGEPORT CT	06606-6013
2346-20	2641 MADISON AV	ORTIZ HILARY D A & VALERIA		2641 MADISON AV	BRIDGEPORT CT	06606-2632
2346-2	61 ROOSTER RIVER BV	RAFAEL MARIA T		61 ROOSTER RIVER BV	BRIDGEPORT CT	06606-2624
2346-21	2655 MADISON AV	FRETES NUBIA ALIDA SILVA		2655 MADISON AV	BRIDGEPORT CT	06606
2346-22	2665 MADISON AV	PIPA NUNO ET AL		2665 MADISON AVENUE	BRIDGEPORT CT	06606
2387-6A	2600 MADISON AV	SIMCOVE LLC		12 BRADLEY ST	BRANFORD CT	06405
2510-16B	12 CANTERBURY RD	GAGLIARDI RALPH W ET AL		12 CANTERBURY RD	BRIDGEPORT CT	06606
2510-16B	12-A CANTERBURY RD	HABERSHAM KIMIA		12-A CANTERBURY RD	BRIDGEPORT CT	06606-2650
2510-16B	14 CANTERBURY RD	BUCKLEY MEREDITH		14 CANTERBURY RD	BRIDGEPORT CT	06606
2510-16B	17 CANTERBURY RD	FAY SUSAN		17 CANTERBURY RD	BRIDGEPORT CT	06606
2510-16B	18 CANTERBURY RD	DELIBERO JACQUELINE (LU)	ET AL (RO)	70 DEER RUN DR	TRUMBULL CT	06611
2510-16B	2 CANTERBURY RD	TZIKAS CHRISTINA		2 CANTERBURY RD	BRIDGEPORT CT	06606-2645
2510-16B	6 CANTERBURY RD	GIOVAGNOLI BRIANNE		6 CANTERBURY RD	BRIDGEPORT CT	06606-2650
2510-16B	7 CANTERBURY RD	HARRICK ANTHONY L &	SUZANNE E ANDERSON	7 CANTERBURY RD	BRIDGEPORT CT	06606
2510-16B	8 CANTERBURY RD	OSINSKA MARENZA		30 TERESA PL	BRIDGEPORT CT	06606
2510-16B	10 CANTERBURY RD	MEYER KELLI ANN		10 CANTERBURY RD	BRIDGEPORT CT	06606
2510-16B	33 TERESA PL	PIRES ANA		47 CLOVER HILL RD	TRUMBULL CT	06611
2510-16B	40 TERESA PL	ARMSTRONG GERALDINE		40 TERESA PL	BRIDGEPORT CT	06606
2510-16B	32 TERESA PL	NASTU MICHAEL N		32 TERESA PL	BRIDGEPORT CT	06606
2510-16B	18 TERESA PL	OLIGINO VICTORIA M		18 TERESA PLACE	BRIDGEPORT CT	06606
2510-16B	16 TERESA PL	DACOSTA JAIME		16 TERESA PLACE	BRIDGEPORT CT	06606
2510-16B	4 TERESA PL	FERNANDES ERICA R		4 TERESA PL	BRIDGEPORT CT	06606
2510-16B	8 TERESA PL	MINNIE LLC		22 PLUMB ROAD	BRIDGEPORT CT	06611
2510-16B	48 CANTERBURY RD	PICARAZZI DOMINICK		6 STATION HILL	TRUMBULL CT	06611
2510-16B	32 CANTERBURY RD	BARREIRA ELISEU		32 CANTERBURY RD	BRIDGEPORT CT	06610
2510-16B	34 CANTERBURY RD	LORUSSO THERESA L		34 CANTERBURY RD	BRIDGEPORT CT	06606
2510-16B	35 CANTERBURY RD	DASILVA DILAMAR & OLGA		35 CANTERBURY RD	BRIDGEPORT CT	06606-2653
2510-16B	36 CANTERBURY RD	SEDELNIK JEANNE M & GARY		14 STONEWALL LANE	TRUMBULL CT	06611
2510-16B	2 ROXBURY LN	SIKORSKI DOLORES		2 ROXBURY LN	BRIDGEPORT CT	06606-2646
2510-16B	6 ROXBURY LN	PIRES MICHAEL		31 MIMOSA LN	SHELTON CT	06484
2510-16B	12 ROXBURY LN	ZOGOPOULOS KONSTANTINOS ET AL		12 ROXBURY LN	BRIDGEPORT CT	06606
2510-16B	14 ROXBURY LN	LARA CESAR T & IAN C		14 ROXBURY LN	BRIDGEPORT CT	06606-2646
2510-16B	19 ROXBURY LN	POREMPA MICHELINA		19 ROXBURY LN	BRIDGEPORT CT	06606
2510-16B	25 ROXBURY LN	WRAGA MARY M ET AL		25 ROXBURY ROAD	BRIDGEPORT CT	06606
2510-16B	26 ROXBURY LN	TREGLIA SUSAN A		26 ROXBURY LN	BRIDGEPORT CT	06606
2510-16B	27 ROXBURY LN	NIESTEMSKI HENRY		27 ROXBURY LN	BRIDGEPORT CT	06606
2510-16B	29 ROXBURY LN	REUSE RICARDO		29 ROXBURY LN	BRIDGEPORT CT	06606
2510-16B	16 CANTERBURY RD	MORALES, GLORIA		16 CANTERBURY ROAD	BRIDGEPORT CT	06606
2510-16B	4 CANTERBURY RD	ZDRODOWSKI MIECZYSLAW		4 CANTEBURY RD	BRIDGEPORT CT	06606
2510-16B	34 TERESA PL	SILVA GILSON		34 TERESA PLACE	BRIDGEPORT CT	06606
2510-16B	38 TERESA PL	MARSHALL BARRY L		38 TERESA PL UNIT 24	BRIDGEPORT CT	06606
2510-16B	1-52 CANTERBURY LN	FOXLEDGE CONDO MAIN				
2510-16B	11 CANTERBURY RD	HODZIC GORDANA		11 CANTERBURY RD	BRIDGEPORT CT	06606-2649
2510-16B	1 CANTERBURY RD	GHEUCA NICOLETA C		1 CANTERBURY ROAD	BRIDGEPORT CT	06606
2510-16B	5 CANTERBURY RD	GALLUCCI MARILYN		5 CANTERBURY RD	BRIDGEPORT CT	06606
2510-16B	35 TERESA PL	SPYROU JOHN E ET AL		374 ELM STREET	MONROE CT	06468
2510-16B	36 TERESA PL	VAZQUEZ NELSON		158 VINCELLETTE STREET	BRIDGEPORT CT	06606
2510-16B	37 TERESA PL	FERNOUS GUY & SHANNON		37 TERESA PL	BRIDGEPORT CT	06606
2510-16B	27 TERESA PL	MATEI RADU		27 TERESA PLACE	BRIDGEPORT CT	06606
2510-16B	29 TERESA PL	NEALON JAMES P		29 TERESA PL	BRIDGEPORT CT	06606
2510-16B	23 TERESA PL	PROTTER H JUDITH		23 TERESA PL	BRIDGEPORT CT	06606
2510-16B	10 TERESA PL	SOTIR ROBERT		10 TERESA PL	BRIDGEPORT CT	06606-2642
2510-16B	12 TERESA PL	SALATA JOSEPH A III		12 TERESA PL	BRIDGEPORT CT	06606-2642
2510-16B	1 TERESA PL	SEVRANI ARTA		1 TERESA PLACE	BRIDGEPORT CT	06606
2510-16B	3 TERESA PL	DUNNE KATHERINE A		3 TERESA PL	BRIDGEPORT CT	06606
2510-16B	5 TERESA PL	DONNELLY ANN MARIE		5 TERESA PL #55	BRIDGEPORT CT	06606
2510-16B	7 TERESA PL	GAGE KIMBERLY ANN		7 TERESA PL #57	BRIDGEPORT CT	06606
2510-16B	45 CANTERBURY RD	YACOVELLI JOHN II		45 CANTERBURY RD	BRIDGEPORT CT	06606
2510-16B	46 CANTERBURY RD	JOHNS KINBERLY		46 CANTERBURY RD	BRIDGEPORT CT	06606
2510-16B	49 CANTERBURY RD	HOBSON DAVID		49 CANTERBURY ROAD UN	BRIDGEPORT CT	06606
2510-16B	40 CANTERBURY RD	GOLOVA GALYNA		40 CANTERBURY RD	BRIDGEPORT CT	06606
2510-16B	41 CANTERBURY RD	VARGAS JENNIFER		41 CANTERBURY RD	BRIDGEPORT CT	06606-2653
2510-16B	42 CANTERBURY RD	LAU ROBLES EDWIN J		105 CATHERINE ST	BRIDGEPORT CT	06606
2510-16B	43 CANTERBURY RD	KURTI ARBEN		43 CANTERBURY RD	BRIDGEPORT CT	06606-2655
2510-16B	44 CANTERBURY RD	HABIGHORST ARTHUR IV		44 CANTERBURY ROAD	BRIDGEPORT CT	06606
2510-16B	28 CANTERBURY RD	WEBBER DRENAE SIDONE		28 CANTERBURY RD	BRIDGEPORT CT	06606-2652
2510-16B	33 CANTERBURY RD	O'REILLY JOHN G (AKA JOHN G O'REILLY SR)		33 CANTERBURY ROAD	BRIDGEPORT CT	06606
2510-16B	19 CANTERBURY RD	YURUKOVA KREMENA		19 CANTERBURY RD	BRIDGEPORT CT	06606-2651

2510-16B	3 ROXBURY LN	3 ROXBURY LANE LLC		637 BUCKINGHAM AVENUE MILFORD	CT	06460
2510-16B	10 ROXBURY LN	MENJIVAR SALVADOR		10 ROXBURY LN	BRIDGEPORT	CT 06606
2510-16B	21 ROXBURY LN	STURDIVANT YULIANA J		21 ROXBURY LANE UNIT 11	BRIDGEPORT	CT 06606
2510-16B	22 ROXBURY LN	BERLINGO RALPH A III & LUCIA A	(SURV OF THEM)	22 ROXBURY LN	BRIDGEPORT	CT 06606
2510-16B	24 ROXBURY LN	BRANCH EARLA M		24 ROXBURY LN	BRIDGEPORT	CT 06606
2510-16B	30 ROXBURY LN	MARRERO-GRABOWSKI CATHERINE		30 ROXBURY LN	BRIDGEPORT	CT 06606-2659
2510-16B	31 ROXBURY LN	GIDDEANS REUBEN		31 ROXBURY LN	BRIDGEPORT	CT 06606-2658
2510-16B	15 CANTERBURY RD	LUPARIELLO ANITA L		15 CANTERBURY RD	BRIDGEPORT	CT 06606
2510-16B	3 CANTERBURY RD	JOSSSELYN WAYNE C		3 CANTERBURY RD	BRIDGEPORT	CT 06606
2510-16B	9 CANTERBURY RD	CARDOSO APARECIDA ELEUSA		9 CANTERBURY ROAD	BRIDGEPORT	CT 06606
2510-16B	39 TERESA PL	LAROCCO ANTHONY (LU)	KRISTEN, MATTHEW & J	39 TERESA PL	BRIDGEPORT	CT 06606
2510-16B	19 TERESA PL	VAAGEN CATHARINA	CUEVAS JIMMY	19 TERESA PL	BRIDGEPORT	CT 06606-2644
2510-16B	9 TERESA PL	DIVENCENZO RITA (LU) ET AL	(SURV OF THEM)	9 TERESA PL	BRIDGEPORT	CT 06606
2510-16B	11 TERESA PL	BAPTISTA JOHN JR		P.O. BOX 5554	BRIDGEPORT	CT 06610
2510-16B	13 TERESA PL	JOHNSON, NASTAJA M		13 TERESA PLACE	BRIDGEPORT	CT 06615
2510-16B	14 TERESA PL	KERESTURY DEBRA JOY		14 TERESA PL UNIT 14	BRIDGEPORT	CT 06606
2510-16B	15 TERESA PL	ROMANOVA EMMA		236 MELODY LANE	FAIRFIELD	CT 06824
2510-16B	2 TERESA PL	DEVILLEGAS VERONICA		2 TERESA PLACE	BRIDGEPORT	CT 06606
2510-16B	50 CANTERBURY RD	PERTESIS ANTHONY	(SURVIVOR OF HIM)	15 RIVERSIDE LANE	EASTON	CT 06612
2510-16B	51 CANTERBURY RD	YANCY ELIZABETH		51 CANTERBURY RD	BRIDGEPORT	CT 06606
2510-16B	52 CANTERBURY RD	FOXLEDGE CONDO ASSOC INC		1010 HOPE STREET 2ND FL	STAMFORD	CT 06907
2510-16B	37 CANTERBURY RD	37 CANTERBURY ASSOCIATES LLC		136 MEADOWVIEW DR	TRUMBULL	CT 06611
2510-16B	38 CANTERBURY RD	MARTINS JOHNNY MACIEL	MACIEL LILIANE	38 CANTERBURY RD	BRIDGEPORT	CT 06606-2654
2510-16B	21 CANTERBURY RD	RICHARDSON OSHAINIE L		21 CANTERBURY RD	BRIDGEPORT	CT 06606-2651
2510-16B	8 ROXBURY LN	CORRALES JORGE A ZULUAGA ET AL		84-12 105TH STREET	RICHMOND HILNY	11418
2510-16B	9 ROXBURY LN	COBA JOSHUA		9 ROXBURY LN	BRIDGEPORT	CT 06606
2510-16B	17 ROXBURY LN	FLANIGAN VIRGINIA		17 ROXBURY LN	BRIDGEPORT	CT 06606-2658
2510-16B	20 ROXBURY LN	WRAGA MARY M & (ETAL)		20 ROXBURY LN	BRIDGEPORT	CT 06606
2510-16B	25 TERESA PL	APPELLOF ELAINE S ET AL		100 WAKEMAN LANE	SOUTHPORT	CT 06890
2510-16B	26 TERESA PL	WILSON KAREN M		26 TERESA PL	BRIDGEPORT	CT 06606-2647
2510-16B	28 TERESA PL	PENA FELIX A		28 TERESA PL	BRIDGEPORT	CT 06606-2647
2510-16B	30 TERESA PL	ZURAWSKI JANUSZ ETAL		30 TERESA PL	BRIDGEPORT	CT 06606
2510-16B	31 TERESA PL	DIAS LUCIA		31 TERESA PL	BRIDGEPORT	CT 06606-2636
2510-16B	17 TERESA PL	GUNZY BRUCE		17 TERESA PLACE	BRIDGEPORT	CT 06606
2510-16B	20 TERESA PL	BOHORQUEZ LUIS & WANDA		39 KING STREET	NORWALK	CT 06851
2510-16B	21 TERESA PL	WENDROW BEATRICE & NANCY		21 TERESA PL	BRIDGEPORT	CT 06606
2510-16B	22 TERESA PL	RABBITT LINDA (LU)	TANYA L RABBITT (RO)	22 TERESA PL	BRIDGEPORT	CT 06606-2647
2510-16B	24 TERESA PL	BATISTA VICTOR		24 TERESA PL	BRIDGEPORT	CT 06606
2510-16B	6 TERESA PL	KOZLOSKI RICHARD		6 TERESA PL	BRIDGEPORT	CT 06606
2510-16B	47 CANTERBURY RD	SCHLEIN ALLEN		107 CURTIS TER	FAIRFIELD	CT 06432
2510-16B	39 CANTERBURY RD	MATOS CLAUDIA		39 CANTERBURY RD	BRIDGEPORT	CT 06606
2510-16B	27 CANTERBURY RD	CHOW MELBY		27 CANTERBURY RD	BRIDGEPORT	CT 06606
2510-16B	29 CANTERBURY RD	COOPER WALTER A & MARIA C		29 CANTERBURY RD	BRIDGEPORT	CT 06606-2651
2510-16B	30 CANTERBURY RD	HODGEMAN HEATHER		30 CANTERBURY RD	BRIDGEPORT	CT 06606
2510-16B	31 CANTERBURY RD	AFONSO NILCIA		31 CANTERBURY RD	BRIDGEPORT	CT 06606-2653
2510-16B	20 CANTERBURY RD	ALLEN ROBERT J		20 CANTERBURY RD	BRIDGEPORT	CT 06606
2510-16B	22 CANTERBURY RD	SICON KATIE		22 CANTERBURY RD	BRIDGEPORT	CT 06606
2510-16B	23 CANTERBURY RD	MOUSSAVIAN MANSOUR		927 PARK AVE	BRIDGEPORT	CT 06604
2510-16B	24 CANTERBURY RD	STULTZ HOWARD		24 CANTERBURY RD	BRIDGEPORT	CT 06606
2510-16B	25 CANTERBURY RD	AMIOT JANET G		25 CANTERBURY RD	BRIDGEPORT	CT 06606
2510-16B	26 CANTERBURY RD	KUSHMAN SCOTT		26 CANTERBURY RD	BRIDGEPORT	CT 06606-2652
2510-16B	1 ROXBURY LN	PECORARO LINDA & JOSEPH		1 ROXBURY LN	BRIDGEPORT	CT 06606-2657
2510-16B	4 ROXBURY LN	ALHAFNI BASHAR		4 ROXBURY LN	BRIDGEPORT	CT 06606-2646
2510-16B	5 ROXBURY LN	RECORD KRISTEN A		5 ROXBURY LN	BRIDGEPORT	CT 06606
2510-16B	7 ROXBURY LN	MAFFINI ALEXANDRE T		7 ROXBURY LN	BRIDGEPORT	CT 06606
2510-16B	11 ROXBURY LN	BOYD WILLIAM L & PATRICIA		11 ROXBURY LN	BRIDGEPORT	CT 06606
2510-16B	13 ROXBURY LN	SCHOENKNECHT MARY		13 ROXBURY LANE	BRIDGEPORT	CT 06606
2510-16B	15 ROXBURY LN	CONVERTITO JOSEPH & NANCY		15 ROXBURY LN	BRIDGEPORT	CT 06606-2657
2510-16B	16 ROXBURY LN	FOX ZACHARY ET AL	(SURVIVOR OF THEM)	263 OAKLAWN AVENUE	STAMFORD	CT 06905
2510-16B	18 ROXBURY LN	OSELLO ANTONIO V & NAIR C		35 GLENARDEN RD	TRUMBULL	CT 06611
2510-16B	23 ROXBURY LN	SPEAREN CHARLENE S		23 ROXBURY LN	BRIDGEPORT	CT 06606
2510-16B	28 ROXBURY LN	BUSTER DEBRAH & HARRY	(SURV OF THEM)	28 ROXBURY LN	BRIDGEPORT	CT 06606
2510-16B	32 ROXBURY LN	MALOLLARI ARTUR & DENIS		32 ROXBURY LN	BRIDGEPORT	CT 06606-2659
2510-64A	7 DERAMO PL	KHATRI BHARAT & ARUN		7 DERAMO PLACE	BRIDGEPORT	CT 06606
2387-5A	591 VINCELLETTE ST	BRADY EDMUND D		591 VINCELLETTE ST	BRIDGEPORT	CT 06606
2387-5A	593 GLENDALE AV	GABRIEL THOMAS		1297 PARK AVE	BRIDGEPORT	CT 06604
2387-5A	595 GLENDALE AV	KMZ PROPERTIES LLC		13 ANITA AVE	TRUMBULL	CT 06611
2387-5A	601 GLENDALE AV	FIGUEROA ARMANDO		601 GLENDALE AV	BRIDGEPORT	CT 06606-6014
2387-5A	613 GLENDALE AV	VITALE PATRICK J JR & MARCELINE		29 POINT BEACH ROAD	MILFORD	CT 06460
2387-5A	617 GLENDALE AV	HALL JOHN WILLIAM		617 GLENDALE AVENUE	BRIDGEPORT	CT 06606
2387-5A	621 GLENDALE AV #G	EP PROPERTIES LLC		65 HEDGEHOG ROAD	TRUMBULL	CT 06611
2387-5A	605 AMERIDGE DR	ANDERSON TIMOTHY		605 AMERIDGE DRIVE	BRIDGEPORT	CT 06606
2387-5A	107 MARCONI AV	SKOPIC SABAHUDIN		1335 WEST 7TH ST A C4	BROOKLYN	NY 11204
2387-5A	115 MARCONI AV	FERNANDEZ NELSON & ROXANA L SALAZAR		115 MARCONI AVENUE #5	BRIDGEPORT	CT 06606
2387-5A	117 MARCONI AV	TURKEY POINT PROPERTIES	LLC	P O BOX 472	LAWRENCE	NY 11559
2387-5A	121 MARCONI AV	WIRTZ HILLARY		121 MARCONI AVENUE	BRIDGEPORT	CT 06606
2387-5A	131 MARCONI AV	JONAS ALVIRA & HUBERT L HARLEY (LU)	LAGUERRE MARSHA V (I	131 MARCONI AVENUE	BRIDGEPORT	CT 06606
2387-5A	141 MARCONI AV	HULSE BRIAN ET AL		141 MARCONI AVE	BRIDGEPORT	CT 06606
2387-5A	145 MARCONI AV	KISH LOUIS J		145 MARCONI AVE	BRIDGEPORT	CT 06606
2387-5A	151 MARCONI AV	VIERA ANGEL LUIS & LUCIANA	VIERA	151 MARCONI AVE	BRIDGEPORT	CT 06606
2387-5A	85 MARCONI AV	KHATRI DHANESH ET AL	(SURV OF THEM)	85 MARCONI AV	BRIDGEPORT	CT 06606
2387-5A	95 MARCONI AV	WEIL HOWARD J		108 MAY STREET	FAIRFIELD	CT 06825
2387-5A	515 GLENDALE AV	LAX LAWRENCE AND LINDA		515 GLENDALE AVE	BRIDGEPORT	CT 06606
2387-5A	517 GLENDALE AV	BRENNAN RICHARD M & ANN M		517 GLENDALE AV	BRIDGEPORT	CT 06606-6002
2387-5A	519 GLENDALE AV	BAKER JULIE		519 GLENDALE AV	BRIDGEPORT	CT 06606-6002
2387-5A	523 GLENDALE AV	HERNANDEZ PEDRO ET AL		523 GLENDALE AV	BRIDGEPORT	CT 06606

2387-5A	533 GLENDALE AV	YUREKLI ZIYA & GIZEM	533 GLENDALE AV	BRIDGEPORT	CT	06606-6006	
2387-5A	547 GLENDALE AV	CAREY MICHAEL F JR & SUZANNE	547 GLENDALE AVE	BRIDGEPORT	CT	06606	
2387-5A	557 GLENDALE AV	HAYAJNEH WAIL ET AL	557 GLENDALE AV	BRIDGEPORT	CT	06606	
2387-5A	559 GLENDALE AV	NELSON KIMAREO	559 GLENDALE AVE #G	BRIDGEPORT	CT	06606	
2387-5A	561 VINCELLETTE ST	GOMES EDE RIGEL	561 VINCELLETTE ST	BRIDGEPORT	CT	06606-2256	
2387-5A	563 VINCELLETTE ST	MCCARTHY JOHN J & GANS ELIZABETH M	(SURV OF THEM)	563 VINCELLETTE ST	BRIDGEPORT	CT	06606
2387-5A	569 GLENDALE AV	JOHNSON CRAIG B	569 GLENDALE AVE	BRIDGEPORT	CT	06606	
2387-5A	575 GLENDALE AV	GLENDALE PROPERTIES LLC	260 ARROWHEAD PL	STRATFORD	CT	06614	
2387-5A	579 VINCELLETTE ST	DIAZ-PELEAZ BIRMAN	1003 GRAND STREET	BRIDGEPORT	CT	06604	
2387-5A	585 GLENDALE AV	HAMMONS KEVIN J	585 GLENDALE AVE	BRIDGEPORT	CT	06606	
2387-5A	603 GLENDALE AV	OSBORNE JASON	603 GLENDALE AVE	BRIDGEPORT	CT	06606	
2387-5A	605 GLENDALE AV	ROJAS MARCO	605 GLENDALE AVE	BRIDGEPORT	CT	06606	
2387-5A	607 GLENDALE AV	WESTSTAR TREND LLCV	11437 EAST TERRA DRIVE	SCOTTSDALE	AZ	85259	
2387-5A	5 AMERIDGE DR	ROCHA SANDY	5 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	6 AMERIDGE DR	SANTANA ELIEZETT	6 AMERIDGE DR	BRIDGEPORT	CT	06606-6027	
2387-5A	7 AMERIDGE DR	BALA MIMOZA	7 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	10 AMERIDGE DR	OSCARITO LLC	C/O GABRIELA PAVON	350 GODFREY ROAD	FAIRFIELD	CT	06825
2387-5A	20 AMERIDGE DR	DEJESUS JOSEFINA A ET AL	20 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	32 AMERIDGE DR	FARQUHARSON LINCOLN	32 AMERIDGE DR UNIT 32	BRIDGEPORT	CT	06606	
2387-5A	38 AMERIDGE DR	VERILLI DONNA (EST OF)	CARRIE ANN VERILLI-OLI	38 AMERIDGE DR	BRIDGEPORT	CT	06606-6031
2387-5A	39 AMERIDGE DR	ORDONEZ CHRISTIAN F	39 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	46 AMERIDGE DR	MIRSKY MARION D	46 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	47 AMERIDGE DR	PERRIN DEREK M & EDITH	47 AMERIDGE DR	BRIDGEPORT	CT	06606-6035	
2387-5A	51 AMERIDGE DR	EATON WANDA	LEEET R EATON-WHITE	51 AMERIDGE DR	BRIDGEPORT	CT	06606-6036
2387-5A	53 AMERIDGE DR	53 AMERIDGE DRIVE LLC	165 E VILLAGE ROAD	SHELTON	CT	06484	
2387-5A	55 AMERIDGE DR	BIGLETTI PAMELA	55 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	57 AMERIDGE DR	ROMANOVA EMMA	236 MELODY LANE	FAIRFIELD	CT	06824	
2387-5A	59 AMERIDGE DR	FORMATO IRENE	59 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	61 AMERIDGE DR	SCINTO JOHN	61 AMERIDGE DR	BRIDGEPORT	CT	06606-6037	
2387-5A	63 AMERIDGE DR	TURKEY POINT PROPERTIES	LLC	49 SEALY DR	LAWRENCE	NY	11559
2387-5A	69 AMERIDGE DR	HUBINA EDWARD R & CAROL A	69 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	73 AMERIDGE DR	AVILA CECILIA	73 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	79 AMERIDGE DR	MALIN SINDY	79 AMERIDGE RD	BRIDGEPORT	CT	06606	
2387-5A	81 AMERIDGE DR	INSERRA GAIL	ONE ELIOT PLACE	FAIRFIELD	CT	06824	
2387-5A	87 AMERIDGE DR	HOAG ALISON S	87 AMERIDGE DR	BRIDGEPORT	CT	06606-6040	
2387-5A	93 AMERIDGE DR	NATIONSTAR MORTGAGE LLC	8950 CYPRESS WATERS BI	COPPELL	TX	75019	
2387-5A	95 AMERIDGE DR	RIVERA NELSON	95 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	2-109 AMERIDGE DR #1	AMERIDGE CONDO MAIN	609G GLENDALE AVE	BRIDGEPORT	CT	06606	
2387-5A	609 GLENDALE AV	RANDALL MILES	ATTN JIM STOBLE	1583 POST RD	FAIRFIELD	CT	06824
2387-5A	615 GLENDALE AV	COVELLO JOHN	15 CANDLEWOOD RD	TRUMBULL	CT	06611	
2387-5A	623 GLENDALE AV	VICENCIO JAIME	625 GLENDALE AVE	BRIDGEPORT	CT	06606	
2387-5A	625 GLENDALE AV	GALLAGHER TIMOTHY A	2 AMERIDGE DRIVE	BRIDGEPORT	CT	06606	
2387-5A	2 AMERIDGE DR	MARLOWE BRANDON M	22 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	22 AMERIDGE DR	HUBBARD CHRISTINE	24 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	24 AMERIDGE DR	ALATORTSEV MIKHAIL V	26 AMERIDGE DR	BRIDGEPORT	CT	06606-6030	
2387-5A	26 AMERIDGE DR	CHAWICHE NESSRIN	30 AMERIDGE DRIVE	BRIDGEPORT	CT	06606	
2387-5A	30 AMERIDGE DR	JUCHA MICHAEL S	31 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	31 AMERIDGE DR	HASFAL JOSEPHINE	33 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	33 AMERIDGE DR	SINATRA CHRISTINA	34 AMERIDGE DRIVE	BRIDGEPORT	CT	06606	
2387-5A	34 AMERIDGE DR	CHRISTENSEN ERIC N & MARE	(SURV OF THEM)	35 AMERIDGE DR	BRIDGEPORT	CT	06606
2387-5A	35 AMERIDGE DR	BOONE ENAE	100 MAGNOLIA ST	BRIDGEPORT	CT	06606	
2387-5A	43 AMERIDGE DR	JACBSON MICHELE A	67 AMERIDGE DRIVE	BRIDGEPORT	CT	06606	
2387-5A	67 AMERIDGE DR	MORAIS CARLOS A	71 AMERIDGE DRIVE UNIT	BRIDGEPORT	CT	06606	
2387-5A	71 AMERIDGE DR	DUBE AMY	85 AMERIDGE DR	BRIDGEPORT	CT	06606-6040	
2387-5A	85 AMERIDGE DR	GILMORE JASON R	99 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	99 AMERIDGE DR	PEREZ IRENE M	603 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	103 AMERIDGE DR	SMRIGA CARMELLA	123 MARCONI AVENUE	BRIDGEPORT	CT	06606	
2387-5A	123 MARCONI AV	BROWN PAUL M JR	125 MARCONI AVE	BRIDGEPORT	CT	06606	
2387-5A	125 MARCONI AV	ADAES CARLOS A	133 MARCONI AV	BRIDGEPORT	CT	06606-6024	
2387-5A	133 MARCONI AV	COX OPAL L	11437 EAST TERRA DRIVE	SCOTTSDALE	AZ	85259	
2387-5A	135 MARCONI AV	WESTSTAR TREND LLC	147 MARCONI AVE	BRIDGEPORT	CT	06606	
2387-5A	147 MARCONI AV	THACH HIEU	149 MARCONI AVE	BRIDGEPORT	CT	06606	
2387-5A	149 MARCONI AV	MISIK MARTIN & MARTINA	87 MARCONI AVE	BRIDGEPORT	CT	06606	
2387-5A	87 MARCONI AV	FISHER KARLINE	93 MARCONI AVE UNIT 93	BRIDGEPORT	CT	06604	
2387-5A	93 MARCONI AV	WILLIAMS BRUCE	113 BUDDINGTON RD	SHELTON	CT	06484	
2387-5A	97 MARCONI AV	ZIKO ARTAN	525 GLENDALE AV	BRIDGEPORT	CT	06606-6045	
2387-5A	525 GLENDALE AV	BRITO ARTURO JR	529 GLENDALE AVE	BRIDGEPORT	CT	06606	
2387-5A	529 GLENDALE AV	SMITH BEVERLY L	539 GLENDALE AV	BRIDGEPORT	CT	06606-6007	
2387-5A	539 GLENDALE AV	APPLE CLAUDETTE B	549 GLENDALE AVE	BRIDGEPORT	CT	06606	
2387-5A	549 GLENDALE AV	TORRES OLGA	108 MAY STREET	FAIRFIELD	CT	06825	
2387-5A	549 VINCELLETTE ST	WEIL HOWARD J	180 QUEEN ST	BRIDGEPORT	CT	06606	
2387-5A	553 GLENDALE AV	LUBY RONDA	557 VINCELLETTE ST	BRIDGEPORT	CT	06606	
2387-5A	557 VINCELLETTE ST	STEWART GREGORY	565 GLENDALE AVE	BRIDGEPORT	CT	06606	
2387-5A	565 GLENDALE AV	ORLOWSKI MARIA TERESA	567 GLENDALE AVE	BRIDGEPORT	CT	06606	
2387-5A	567 GLENDALE AV	SILVA MELISA	571 GLENDALE AVE	BRIDGEPORT	CT	06606	
2387-5A	571 GLENDALE AV	GORE MARK S	4000 WILL ROGERS PARKV	OKLAHOMA CI	OK	73108	
2387-5A	579 GLENDALE AV	SEC OF HOUSING & URBAN DEV	C/O MICHAELSON CONN	581 GLENDALE AV	BRIDGEPORT	CT	06606
2387-5A	581 GLENDALE AV	CAAL-AGUSTIN OSCAR	587 VINCELLETTE ST UNIT	BRIDGEPORT	CT	06606	
2387-5A	587 VINCELLETTE ST	LEE CHARLENE A & RANDY (SURV OF THEM)	13 CHIPPING LA	NORWALK	CT	06854	
2387-5A	593 VINCELLETTE ST	SAADH PROPERTIES INC	595 VINCELLETTE STREET	BRIDGEPORT	CT	06606	
2387-5A	595 VINCELLETTE ST	PENIASTEKOVA PETRA	248 CHURCH HILL RD	TRUMBULL	CT	06611	
2387-5A	599 GLENDALE AV	LATIFI GERTA & FATON	8 AMERIDGE DR UNITE 8	BRIDGEPORT	CT	06606-6027	
2387-5A	8 AMERIDGE DR	VALENTINE THOMAS M & NICOLE	9 AMERIDGE DR	BRIDGEPORT	CT	06606-6000	
2387-5A	9 AMERIDGE DR	ALABRE MARIE R	109 AMERIDGE DR	BRIDGEPORT	CT	06606	
2387-5A	109 AMERIDGE DR	SILVA EDIR	109 MARCONI AV	BRIDGEPORT	CT	06606-6023	
2387-5A	109 MARCONI AV	LEMOS VALDEMIR C & ANDREA					

2387-5A	127 MARCONI AV	JOHNSON DONNA J		127 MARCONI AVE	BRIDGEPORT CT	06604
2387-5A	153 MARCONI AV	BOTTA CHRISTINA		43 GARDEN DR	FAIRFIELD CT	06825
2387-5A	521 GLENDALE AV	BURNES NIKOLE D		521 GLENDALE AVE	BRIDGEPORT CT	06606
2387-5A	531 GLENDALE AV	MOKTAN DENISHA		531 GLENDALE AV	BRIDGEPORT CT	06606-6006
2387-5A	537 GLENDALE AV	BURDICK KEITH P		537 GLENDALE AVE	BRIDGEPORT CT	06606
2387-5A	545-G GLENDALE AV	COSTA RONALD & SHERRY	(SURV OF THEM)	30 HURD AVE	MONROE CT	06468
2387-5A	547 VINCELLETTE ST	SILVA RICKY B		547 VINCELLETTE ST	BRIDGEPORT CT	06606-2255
2387-5A	551 GLENDALE AV	MOHAN ABILASH		77 MALER AVENUE	SHELTON CT	06484
2387-5A	551 VINCELLETTE ST	SANTELLA RICHARD A & SALLY E		15 RENCHY STREET	FAIRFIELD CT	06824
2387-5A	559 VINCELLETTE ST	SLATKY KIMBERLY A		559 VINCELLETTE ST	BRIDGEPORT CT	06606
2387-5A	563 GLENDALE AV	LATIFI GERTA & FATON	(SURV OF THEM)	248 CHURCH HILL RD	TRUMBULL CT	06611
2387-5A	583 VINCELLETTE ST	EDGETT SABINE C		443 CHURCH HILL RD	FAIRFIELD CT	06825
2387-5A	587 GLENDALE AV	BRITTO MARYANN		25 HICKORY ST	TRUMBULL CT	06611
2387-5A	597 GLENDALE AV	SNOWBALL KHARI		597 GLENDALE AV	BRIDGEPORT CT	06606-6014
2387-5A	611 GLENDALE AV	RANNEY LAURA G		48 RIVERVIEW DR	BRIDGEPORT CT	06606
2387-5A	619 GLENDALE AV	SPIGAROLO EYVLENE H		619 GLENDALE AVE	BRIDGEPORT CT	06606
2387-5A	4 AMERIDGE DR	ROMA TERRI I		4 AMERIDGE DR	BRIDGEPORT CT	06606
2387-5A	11 AMERIDGE DR	GOMES JORGE M & MARIA G		11 AMERIDGE DR	BRIDGEPORT CT	06606-6000
2387-5A	16 AMERIDGE DR	16 AMERIDGE DRIVE LLC		16 AMERIDGE DR	BRIDGEPORT CT	06606
2387-5A	18 AMERIDGE DR	ROBERTSON NANCY E		18 AMERIDGE DRIVE	BRIDGEPORT CT	06606
2387-5A	25 AMERIDGE DR	MOITOSO MARIA C & EDWARD M		25 AMERIDGE DR	BRIDGEPORT CT	06606-6033
2387-5A	27 AMERIDGE DR	27 AMERIDGE DRIVE LLC		165 E VILLAGE ROAD	SHELTON CT	06484
2387-5A	77 AMERIDGE DR	ELLIS LOUIS F		1200 COMMONWEALTH #21	BOSTON MA	02134
2387-5A	83 AMERIDGE DR	NEALON BEVIN K		83 AMERIDGE DR	BRIDGEPORT CT	06606
2387-5A	89 AMERIDGE DR	BURGO NICOLE E & LINDA L		89 AMERIDGE DR	BRIDGEPORT CT	06606-6040
2387-5A	105 MARCONI AV	SCHIEBE DONNA M (EST OF)	ERIC SCHIEBE (EXEC)	43 ADAMS RD	FAIRFIELD CT	06824
2387-5A	12 AMERIDGE DR	DUBRASKI JENNIFER		12 AMERIDGE DRIVE	BRIDGEPORT CT	06606
2387-5A	13 AMERIDGE DR	CRUZ CHRYSITIE & MIRIAM L		13 AMERIDGE DRIVE	BRIDGEPORT CT	06606
2387-5A	14 AMERIDGE DR	MENDES DONNA		14 AMERIDGE DR	BRIDGEPORT CT	06606
2387-5A	28 AMERIDGE DR	ZAK SCOTT		28 AMERIDGE DR	BRIDGEPORT CT	06606-6030
2387-5A	29 AMERIDGE DR	KENNEY MICHAEL A		55 PLUMTREE LANE	TRUMBULL CT	06611
2387-5A	36 AMERIDGE DR	DOUPONA LAUREN		36 AMERIDGE DR	BRIDGEPORT CT	06606
2387-5A	37 AMERIDGE DR	SACHS LAURA		37 AMERIDGE DRIVE	BRIDGEPORT CT	06606
2387-5A	40 AMERIDGE DR	REISSINGER FERNANDO & AMANDA S		40 AMERIDGE DR	BRIDGEPORT CT	06606
2387-5A	41 AMERIDGE DR	VASSELL MILLICENT		41 AMERIDGE DRIVE	BRIDGEPORT CT	06606
2387-5A	42 AMERIDGE DR	PORTO LUISA G		42 AMERIDGE DR	BRIDGEPORT CT	06606
2387-5A	44 AMERIDGE DR	COLANGELO JANET		44 AMERIDGE DR	BRIDGEPORT CT	06606-6038
2387-5A	45 AMERIDGE DR	SLATTERY DANIEL		21 STONEHENGE LA	MONROE CT	06468
2387-5A	65 AMERIDGE DR	MOORE PRESTON		82 CEDAR RD	WILTON CT	06897
2387-5A	75 AMERIDGE DR	PICCOLELLO JENNY		75 AMERIDGE DRIVE	BRIDGEPORT CT	06606
2387-5A	97 AMERIDGE DR	GARRITY JOANN P		97 AMERIDGE DR	BRIDGEPORT CT	06606
2387-5A	101 AMERIDGE DR	MIELE DOLORES M		101 AMERIDGE DR	BRIDGEPORT CT	06606
2387-5A	101 MARCONI AV	BALA MIMOZA		101 MARCONI AVE	BRIDGEPORT CT	06606-6022
2387-5A	103 MARCONI AV	SAN ANGELO ANTHONY P	GINA M VOLPACCHIO TR	605 JUNIPER CT	OXFORD CT	06418
2387-5A	107 AMERIDGE DR	ARCIERI LOUIS J & LINDA M		107 AMERIDGE DR	BRIDGEPORT CT	06606
2387-5A	111 MARCONI AV	GOINGS CAROLYN		111 MARCONI AVE	BRIDGEPORT CT	06606
2387-5A	113 MARCONI AV	POLAWSKI JANUSZ & ANNA	POLAWSKI (SURV OF TH	113 MARCONI AVE	BRIDGEPORT CT	06606
2387-5A	119 MARCONI AV	POREMBIA ANN MARIE		119 MARCONI AV	BRIDGEPORT CT	06606-6024
2387-5A	129 MARCONI AV	BAPTISTA ADALBERTO		4685 MADISON AVENUE	TRUMBULL CT	06611
2387-5A	137 MARCONI AV	MIRSKY SHELLEY J		137 MARCONI AVENUE	BRIDGEPORT CT	06606
2387-5A	139 MARCONI AV	MINITER TRACEY		139 MARCONI AVENUE	BRIDGEPORT CT	06606
2387-5A	89 MARCONI AV	FREITAS SAMUEL		89 MARCONI AVENUE	BRIDGEPORT CT	06606
2387-5A	91 MARCONI AV	CHINTALAPUDI PRASAD & JAYASHRI		91 MARCON AVE	BRIDGEPORT CT	06606
2387-5A	99 MARCONI AV	FRISCIA FAMILY TRUST		175 CLINTON AVE	NEW ROCHELLE NY	10801
2387-5A	527 GLENDALE AV	DEMKIW-ORMAN KATHERINE		527 GLENDALE AVENUE	BRIDGEPORT CT	06606
2387-5A	535 GLENDALE AV	SENTEIO MARIA E		535 GLENDALE AVE	BRIDGEPORT CT	06606
2387-5A	541 GLENDALE AV	QUINTON KATHLEEN D		541 GLENDALE AVE	BRIDGEPORT CT	06606
2387-5A	543 GLENDALE AV	OCKOVITZ JOHN		543 GLENDALE AVENUE	BRIDGEPORT CT	06606
2387-5A	545 VINCELLETTE ST	SANTELLA RICHARD A & SALLY E		15 RENCHY ST	FAIRFIELD CT	06824
2387-5A	555 GLENDALE AV	GILFORD CORNELIUS		555 GLENDALE AVENUE	BRIDGEPORT CT	06606
2387-5A	561 GLENDALE AV	KOCHERSPERGER PETER C		38 JAMESTOWN ROAD	EASTON CT	06612
2387-5A	573 GLENDALE AV	JOHNSON D JR & G JOHNSON	GLORIA HAYNES	573 GLENDALE AV	BRIDGEPORT CT	06606-6011
2387-5A	577 GLENDALE AV	MOHAN ABILASH	NITI CHAUDHRY	77 MALER AVE	SHELTON CT	06484
2387-5A	581 VINCELLETTE ST	EVARTS RYAN E		581 VINCELLETTE ST	BRIDGEPORT CT	06606
2387-5A	583 GLENDALE AV	RUIZ LAURA CRISTINA Q		583 GLENDALE AV	BRIDGEPORT CT	06606-6012
2387-5A	585 VINCELLETTE ST	RUIZ MAXIMO F T &	ESTHER V TELLO	585 VINCELLETTE ST	BRIDGEPORT CT	06606-2257
2387-5A	589 GLENDALE AV	VEGH ALEXANDRA		589G GLENDALE AVENUE	BRIDGEPORT CT	06606
2387-5A	589 VINCELLETTE ST	KOEING CAROL		589 VINCELLETTE	BRIDGEPORT CT	06606
2387-5A	591 GLENDALE AV	SWEET JOSHUA & DORA E		591 GLENDALE AV	BRIDGEPORT CT	06606-6013
2511-12A	3 RIVERVIEW DR	FERRARESE RALPH R SR		3 RIVERVIEW DRIVE	BRIDGEPORT CT	06606
2511-12A	5 RIVERVIEW DR	BROWN SCOTT		15 TULIP DRIVE	SEYMOUR CT	06483
2511-12A	9 RIVERVIEW DR	BURROUGHS RONALD L & TERESA	LATORRE (SURV OF THE	9 RIVERVIEW DR	BRIDGEPORT CT	06606
2511-12A	11 RIVERVIEW DR	BROWN BRIAN ET AL	(SURV OF THEM)	11 RIVERVIEW DR	BRIDGEPORT CT	06606
2511-12A	13 RIVERVIEW DR	GONCALVES CHARLES A JR LYNN		13 RIVERVIEW DR	BRIDGEPORT CT	06606
2511-12A	17 RIVERVIEW DR	COOK THEODORE JR & DONALD COOK		48 ROWAYTON WOODS DR	NORWALK CT	06854
2511-12A	22 RIVERVIEW DR	BRAUDE-MAGI JEANNE ET AL		64 ELIZABETH CIR	SANDY HOOK CT	06482
2511-12A	2 RIVERVIEW DR	LIRIANO GRACE		2 RIVERVIEW DRIVE	BRIDGEPORT CT	06606
2511-12A	12 RIVERVIEW DR	DUPEE BRANDON & LINDSAY		12 RIVERVIEW DR	BRIDGEPORT CT	06606
2511-12A	15 RIVERVIEW DR	VITE ROSEANN & NEREIDA		15 RIVERVIEW DR	BRIDGEPORT CT	06606
2511-12A	16 RIVERVIEW DR	PUA CHAYLEN		16 RIVERVIEW DR	BRIDGEPORT CT	06606
2511-12A	27 RIVERVIEW DR	JACOBS ALEXANDER		27 RIVERVIEW DR	BRIDGEPORT CT	06606-5936
2511-12A	28 RIVERVIEW DR	QUEEN MARGARET A		28 RIVERVIEW DR	BRIDGEPORT CT	06606
2511-12A	29 RIVERVIEW DR	AGUDO MARIA E		29 RIVERVIEW	BRIDGEPORT CT	06606
2511-12A	44 RIVERVIEW DR	PETRINO ELIZABETH		44 RIVERVIEW DR	BRIDGEPORT CT	06604
2511-12A	45 RIVERVIEW DR	ONEILL ELIZABETH V		45 RIVERVIEW DR	BRIDGEPORT CT	06606
2511-12A	50 RIVERVIEW DR	WILLIAMS KEVIN		50 RIVERVIEW DR	BRIDGEPORT CT	06606

2511-12A	52 RIVERVIEW DR	FORTUNA JOHN J & JACQULYN		52 RIVERVIEW DR	BRIDGEPORT	CT	06606-5930
2511-12A	54 RIVERVIEW DR	SALZMAN BEVERLY		54 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	58 RIVERVIEW DR	CHIACU SAM & MARY CHIACU		58 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	59 RIVERVIEW DR	WESSLER SARAH		59 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	63 RIVERVIEW DR	BONDAN MARINELA		63 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	64 RIVERVIEW DR	GOMEZ, IVAN	TELLO, GISELLE	64 RIVERVIEW DRIVE	BRIDGEPORT	CT	06610
2511-12A	65 RIVERVIEW DR	TORRES MIOSOTIS		65 RIVERVIEW DRIVE	BRIDGEPORT	CT	06606
2511-12A	2-73 RIVERVIEW DR #N	RIVERVIEW CONDO MAIN			BRIDGEPORT	CT	
2511-12A	55 RIVERVIEW DR	DEVOL SUSAN MENDEL		55 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	60 RIVERVIEW DR	CALDAROLA MICHELE		60 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	67 RIVERVIEW DR	SEAGREN DELORES N		351 TOLL HOUSE LANE	FAIRFIELD	CT	06825
2511-12A	73 RIVERVIEW DR	DAVITT MARIANA Z		73 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	24 RIVERVIEW DR	OWENS JACQUELINE		2625 22ND AVE NE	ISSAQUAH	WA	98029-3674
2511-12A	25 RIVERVIEW DR	FARIAS DANIEL		87 GEDULDIG ST	BRIDGEPORT	CT	06606
2511-12A	30 RIVERVIEW DR	ALICEA MIGUEL		30 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	31 RIVERVIEW DR	ROBINSON BETSY		31 RIVERVIEW DR	BRIDGEPORT	CT	06606-5936
2511-12A	32 RIVERVIEW DR	AGOSTO JUAN ANTONIO		214 WILLIAMS ST	BRIDGEPORT	CT	06608
2511-12A	38 RIVERVIEW DR	GLUCK PEARL & ARMIN		38 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	39 RIVERVIEW DR	MUSANTE PAMELA ANN		39 RIVERVIEW DR #39	BRIDGEPORT	CT	06606
2511-12A	40 RIVERVIEW DR	ALLEN CYNTHIA		40 RIVERVIEW DR	BRIDGEPORT	CT	06606-5929
2511-12A	43 RIVERVIEW DR	SILVESTROS ASHLEY T		43 RIVERVIEW DR	BRIDGEPORT	CT	06606-5938
2511-12A	6 RIVERVIEW DR	PARK ARIANNA K		6 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	14 RIVERVIEW DR	GULYAS MARYKATE		14 RIVERVIEW DR UNIT 14	BRIDGEPORT	CT	06604
2511-12A	19 RIVERVIEW DR	GIANNINI LUCILLE C		19 RIVERVIEW DRIVE	BRIDGEPORT	CT	06606
2511-12A	26 RIVERVIEW DR	BRIGANTE JOSEPH		26 RIVERVIEW DR	BRIDGEPORT	CT	06601
2511-12A	33 RIVERVIEW DR	ZAMMARIETH ANTOINE		33 RIVERVIEW DRIVE	BRIDGEPORT	CT	06606
2511-12A	35 RIVERVIEW DR	LUO XIAO YU		35 RIVERVIEW DRIVE	BRIDGEPORT	CT	06606
2511-12A	36 RIVERVIEW DR	VOLPE GEORGE & ANA M VOLPE		36 RIVERVIEW DRIVE	BRIDGEPORT	CT	06606
2511-12A	42 RIVERVIEW DR	KINNEY LYNDA		42 RIVERVIEW CR	BRIDGEPORT	CT	06606
2511-12A	46 RIVERVIEW DR	SOSA LYDIA & MIGUEL		46 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	47 RIVERVIEW DR	POWELL AMOY	ANDRIY ALEKSEYEV	47 RIVERVIEW DR	BRIDGEPORT	CT	06606-5938
2511-12A	48 RIVERVIEW DR	SCALI SAMANTHA		48 RIVERVIEW DR	BRIDGEPORT	CT	06606-5930
2511-12A	51 RIVERVIEW DR	MARKS-PAIGE ROSEMARIE	(SURV OF THEM)	51 RIVERVIEW DRIVE	BRIDGEPORT	CT	06606
2511-12A	53 RIVERVIEW DR	GUERRERA DANIEL & JOHN		53 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	66 RIVERVIEW DR	GREEN VERONICA ET AL		66 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	68 RIVERVIEW DR	RIVERVIEW 68 LLC		9 DAVID DR	SHELTON	CT	06484
2511-12A	69 RIVERVIEW DR	WILSON ALBAN		420 EAST 55TH STREET	NEW YORK	NY	10022
2511-12A	71 RIVERVIEW DR	AKROUCH YOUNES		71 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	4 RIVERVIEW DR	MILLER LINDA J		934 WOLF HILL RD	CHESHIRE	CT	06410
2511-12A	7 RIVERVIEW DR	WASHINGTON BENITA M		7 RIVERVIEW DR	BRIDGEPORT	CT	06606-5933
2511-12A	8 RIVERVIEW DR	RIVERVIEW CONDOMINIUM ASSOC		8 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	10 RIVERVIEW DR	LANCIA MARISA C		555 LINCOLN AVENUE	BRIDGEPORT	CT	06606
2511-12A	18 RIVERVIEW DR	LAUGHLIN PAMELA		18 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	20 RIVERVIEW DR	PIRES JOSEPH		20 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	21 RIVERVIEW DR	AGIUS MICHAEL R		484 CURTIS AVENUE	STRATFORD	CT	06615
2511-12A	23 RIVERVIEW DR	DANIEL MARY		23 RIVERVIEW DR	BRIDGEPORT	CT	06605
2511-12A	34 RIVERVIEW DR	PERRY LARRY & EHI RENEE	(SURVIVOR OF THEM)	34 RIVERVIEW DRIVE	BRIDGEPORT	CT	06606
2511-12A	37 RIVERVIEW DR	SICLARI STEPHANIE	(SURVIVOR OF HER)	37 RIVERVIEW DRIVE	BRIDGEPORT	CT	06606
2511-12A	41 RIVERVIEW DR	D'ANDREA GARY A		41 RIVERVIEW DRIVE	BRIDGEPORT	CT	06606
2511-12A	49 RIVERVIEW DR	DE OLIVEIRA BERGSON R		49 RIVERVIEW DRIVE	BRIDGEPORT	CT	06606
2511-12A	56 RIVERVIEW DR	BRUNETTO DONALD & MARY ANN		34 HIGH RIDGE ROAD	TRUMBULL	CT	06611
2511-12A	57 RIVERVIEW DR	YAFFA S PORAT		57 RIVERVIEW DR	BRIDGEPORT	CT	06606
2511-12A	61 RIVERVIEW DR	SICILIANO CHRISTOPHER		1 KENNEDY AVE	DANBURY	CT	06810
2511-12A	62 RIVERVIEW DR	MCCLAIN TIERRA C		62 RIVERVIEW DR	BRIDGEPORT	CT	06606-5932
999999							
999999							



Secretary of the State of Connecticut Annual Report

Filing Details

Filing Number: 0010338102 Report Year: 03/31/2022
Filing Fee: \$80.00 Due Date:
Filed On: 2/2/2022 4:05:23 PM

Primary Details

Business Type: Domestic
Legal Structure: LLC
Business Name: SimCove1 LLC
Business ALEI: US-CT.BER:2322674

	<i>Existing Information</i>	<i>Updated Information</i>
Business Email Address:	hugh@covefunds.com	No update
NAICS Information:	Miscellaneous Financial Investment Activities (523999)	No update

Business Location

	<i>Existing Information</i>	<i>Updated Information</i>
Principal Office Address:	12 Bradley St Branford, CT 06405-3515 United States	No update
Mailing Address:	12 Bradley St Branford, CT 06405-3515 United States	No update

Agent Information

Type: Individual
Agent's Name: Hugh Scott



Secretary of the State of Connecticut Annual Report

	<i>Existing Addresses</i>	<i>Updated Addresses</i>
Business Address:	12 Bradley St Branford, CT 06405-3515 United States	No update
Residence Address:	12 Bradley St Branford, CT 06405-3515 United States	No update
Mailing Address:	12 Bradley St Branford, CT 06405-3515 United States	No update

Acknowledgement

I hereby certify and state under penalties of false statement that all the information set forth on this document is true.

I hereby electronically sign this document on behalf of:

Name of Authorizer: Sim Lev Holdings LLC

Filer Name: Sim Levenhartz

Filer Signature: Sim Levenhartz

Execution Date: 02/02/2022

This signature has been executed electronically



Secretary of the State of Connecticut

Certificate of Organization

Domestic Limited Liability Company

Filing Details

Filing Number: 0010099401 Number of Pages: 2 Filed On: 08/10/2021 11:03 AM

Primary Details

Name of Limited Liability Company: SimCove1 LLC
Business ALEI: US-CT.BER:2322674
Business Email Address: hugh@covefunds.com
NAICS Information: Miscellaneous Financial Investment Activities (523999)

Business Location

Principal Office Address: 12 Bradley St, Branford, CT, 06405-3515, United States
Mailing Address: 12 Bradley St, Branford, CT, 06405-3515, United States

Appointment of Registered Agent

Type: Individual
Agent's Name: Hugh Scott
Business Address: 12 Bradley St, Branford, CT, 06405-3515, United States
Residence Address: 12 Bradley St, Branford, CT, 06405-3515, United States
Mailing Address: 12 Bradley St, Branford, CT, 06405-3515, United States

Agent Appointment Acceptance

Agent Signature: Hugh Scott
This signature has been executed electronically



Secretary of the State of Connecticut

Certificate of Organization

Domestic Limited Liability Company

Manager or Member Information

<i>Name</i>	<i>Title</i>	<i>Business Address</i>	<i>Residence Address</i>
SIM LEV HOLDINGS, LLC	Member	33 DIXWELL AVENUE SUITE 321, NEW HAVEN, CT, 06511 United States	N/A
COVE HOLDINGS LLC	Member	12 BRADLEY STREET, BRANFORD, CT, 06405 United States	N/A

Acknowledgement

I hereby certify and state under penalties of false statement that all the information set forth on this document is true.

I hereby electronically sign this document on behalf of:

Name of Organizer: Hugh Scott
Organizer Title: Member

Filer Name: Hugh Scott
Filer Signature: Hugh Scott
Execution Date: 08/10/2021
This signature has been executed electronically

LEGAL DESCRIPTON

All that certain real property situated in Bridgeport, Connecticut being shown on a certain map entitled, "Perimeter & Easement Map of Property in Bridgeport, CT. Prepared For: 2500 SS Limited Partnership" dated April 21, 1997, prepared by Fuller & Co., Inc., which map was filed in the Bridgeport Town Clerk's Office on June 5, 1997 and being more particularly bounded and described as follows:

Northerly: By Vincelle Street, 246.72 feet;
 Easterly: By land now or formerly of Ameridge Condominium, 601.68 feet;
 Southerly: By Glendale Avenue, 642.03 feet;
 Westerly: By Madison Avenue, 806.42 feet;
 Northwesterly: By the intersection of Madison Avenue and Vincelle Street, 40.04 feet.

Reference may also be made to Map 52-284 on file in the Bridgeport Town Clerk's Office.

PARKING SPACES:

REGULAR SPACES	= 320
HANDICAP SPACES	= 12
TOTAL SPACES	= 332

BUILDING ZONE: MX2
 SUBJECT PROPERTY ASSESSOR MAP/BLOCK/LOT NO. # 64 /2387/6A

EARTH MOVING NOTE:

THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS ON SUBJECT PROPERTY.

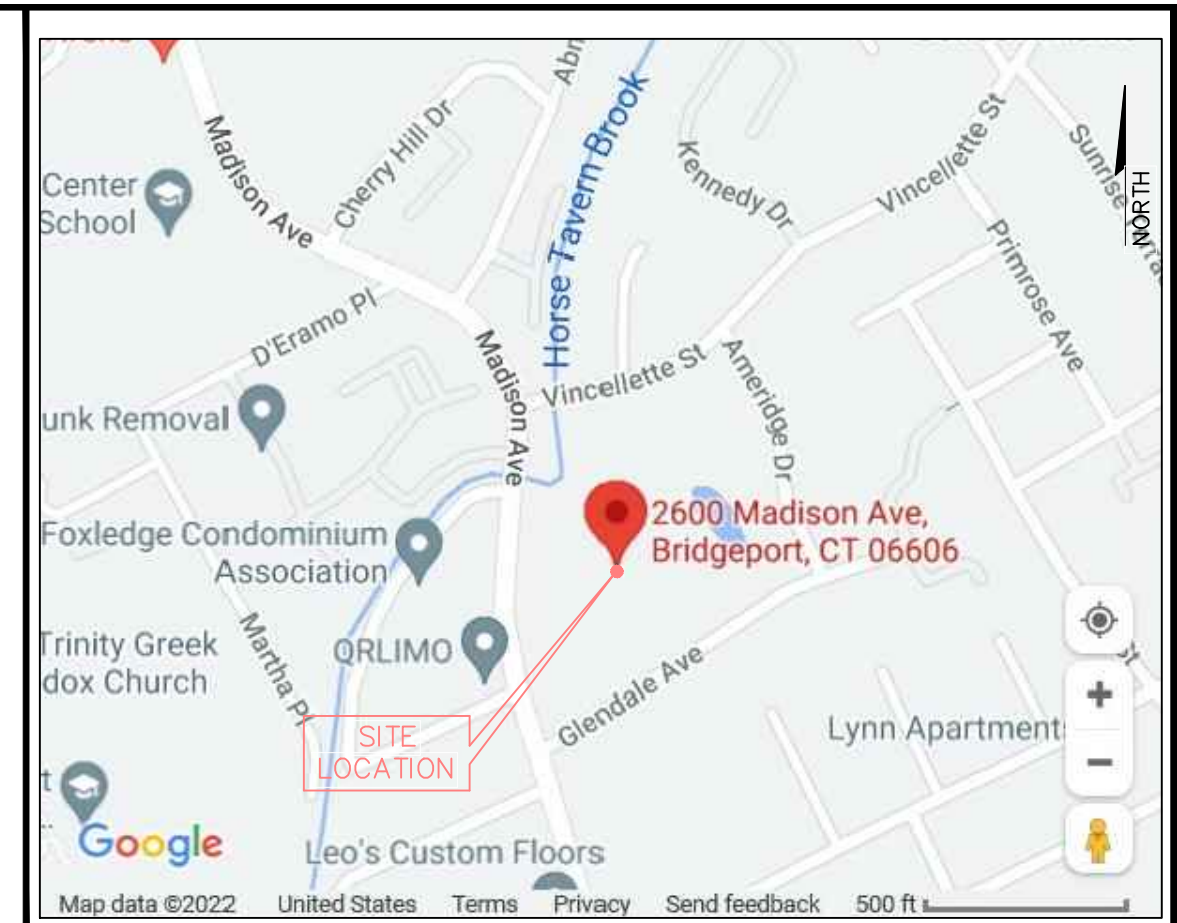
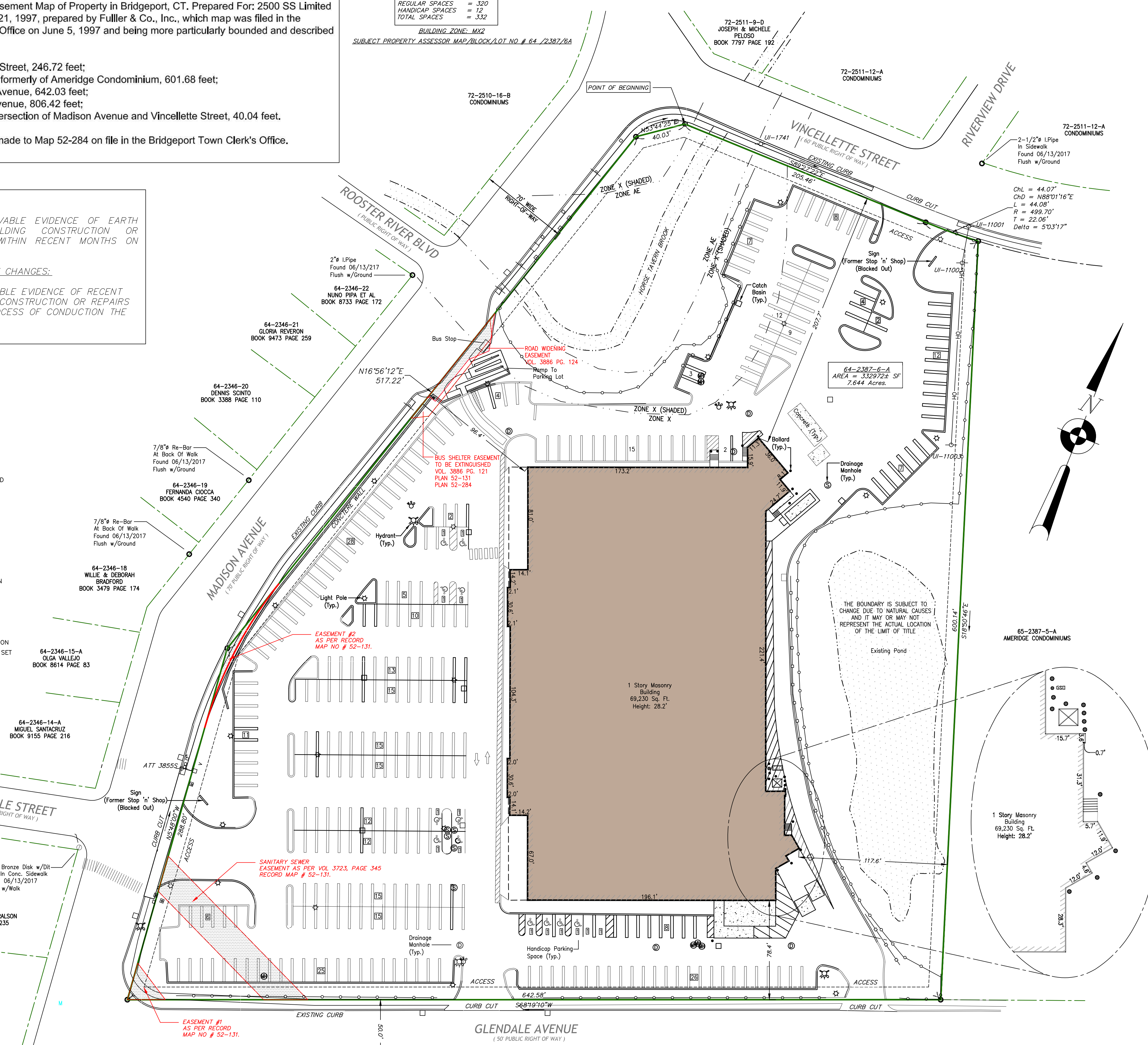
STREET RIGHT OF WAY CHANGES:

THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTION THE FIELDWORK

LEGEND

- PROPERTY LINE
- - - ABUTTER LINE
- - - EASEMENT
- - - BUILDING TIE LINE
- ▭ BUILDING
- ▭ CONCRETE PAD
- CHAINLINK FENCE
- SPLIT RAIL FENCE
- OH ELECTRIC-OVERHEAD
- SIGNAL POST
- SIGN
- ⊙ BOLLARD
- ⊙ MANHOLE
- ⊙ UTILITY BOX
- ⊙ ELECTRIC MANHOLE
- ⊙ SEWER MAN HOLE
- ⊙ LIGHT POLE
- ⊙ UTILITY POLE
- ⊙ DRAIN CATCH BASIN
- ⊙ GAS SHUT-OFF
- ⊙ GAS VALVE
- ⊙ WELL
- ⊙ FIRE HYDRANT
- ⊙ WATER SHUT-OFF
- (R) RECORDED DIMENSION
- ⊙ MONUMENT TO BE SET
- ⊙ HAND HELD
- ⊙ GUY WIRE

- 64-2346-21 DENNIS SCANTO BOOK 8733 PAGE 172
- 64-2346-20 DENNIS SCANTO BOOK 3388 PAGE 110
- 64-2346-19 FERNANDA CIOCCA BOOK 4540 PAGE 340
- 64-2346-18 WILLIE & DEBORAH BRADFORD BOOK 3479 PAGE 174
- 64-2346-15-A OLGA VALLEJO BOOK 8614 PAGE 83
- 64-2346-14-A MIGUEL SANTACRUZ BOOK 9155 PAGE 216
- 64-2347-14-A VICTOR & NEISHA HARLISON BOOK 8834 PAGE 235
- 64-2347-11 LOUIS & SANDRA MARTINS BOOK 5937 PAGE 284
- 64-2385-25 JOAO SANTOS BOOK 3818 PAGE 324
- 64-2385-24 MARINA SADOWICK ET AL BOOK 8332 PAGE 328
- 64-2385-23 ELSIE & IVAN MALDONADO BOOK 4528 PAGE 373
- 64-2385-22 HEITOR BREHNA ET AL BOOK 8500 PAGE 247
- 64-2385-21 DAVE COLIN HARRIS BOOK 9087 PAGE 96



LOCATION MAP

SURVEY NOTES NOT TO SCALE

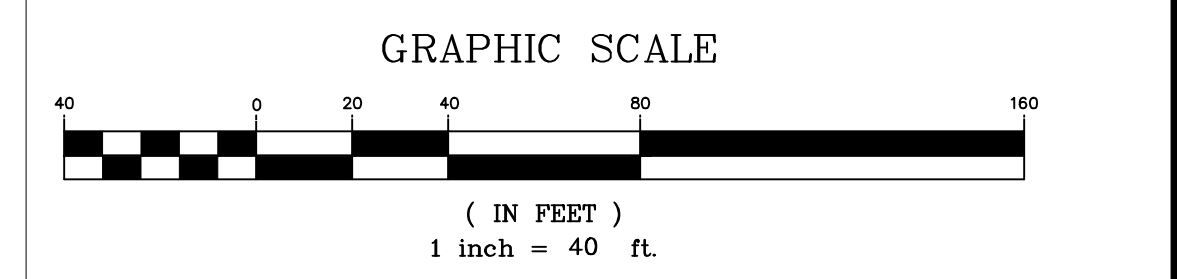
- This Map has been prepared pursuant to the Regulation of Connecticut State Agencies Section 20-300b-1 through 20-300b-20 and the "Standards for Surveys and Maps in the State of Connecticut as adopted by the Connecticut Association of Land Surveyors, Inc. on Sept. 26, 1996.
- This Survey conforms to Class A-2.
- The Type of survey performed is a Limited Property / Boundary Survey, and is intended to be Improvement Location Survey.
- Boundary determination is based upon a Dependent Resurvey (see MAP REFERENCES and Record Deeds.)
- North Arrow is based on Map Reference # 1.
- This map is NOT VALID without a LIVE SIGNATURE and EMBOSSED SEAL.
- This map is NOT VALID if altered or used by any party other than the one depicted in title block of this map.
- Property Lines Established According to Record Deeds as exist
- Physical Features Such as Stone Walls, Wire Fences, Monuments, Iron Pins or Pipes, Etc. taken under consideration to establish current deed lines.
- Underground Utility, Structure and facility Locations depicted and noted herein have been compiled, in part, from record mappings supplied by the respective utility companies or government agencies, from parole testimony and from other sources. These Locations must be considered as approximate in nature. Additionally, other such features may exist on the site, the existence of which are unknown to this firm. The size, location and existence of all such features must be field determined and verified by the appropriate authorities prior to construction. CALL BEFORE YOU DIG 1-800-922-4455.
- FOR FLOOD ZONE # PART OF THE PROPERTY IS IN FLOOD ZONE AE EL. 153.0' AS PER THE NATIONAL FLOOD INSURANCE RATE MAP NUMBER 03010C0428F, MAP REVISED 06-18-2010.

MAP REFERENCES

- ALTA/NSPS LAND TITLE SURVEY PREPARED FOR BRIDGEPORT STOP AND SHOP II, 2500 MADISON AVENUE, BRIDGEPORT, CT-06606, PREPARED BY HOLDEN ENGINEERING & SURVEYING INC., BEDFORD, NH, CERTIFIED BY DAVID J. LITTLE LICENSED LAND SURVEYOR NO # 13303, CONNECTICUT, PROJECT NO # 01-17040648-01N.
- RECORD MAP NO # 52-131.

PROPERTY SUBJECT TO:

- PROPERTY SUBJECT TO AN EASEMENT IN THE FAVOR OF THE CITY OF BRIDGEPORT DATED APRIL 30, 1997 AND RECORDED IN VOLUME 3723 AT PAGE 341 OF THE BRIDGEPORT LAND RECORDS REFER TO RELEASE OF EASEMENT DATED MARCH 17, 1998 AND RECORDED IN VOLUME 3886 AT PAGE 121, WHICH RELEASES AS PORTION OF THE EASEMENT AREAS DOES AFFECT THE SUBJECT PROPERTY SHOWN ON PLAN.
- PROPERTY SUBJECT TO A SANITARY SEWER EASEMENT IN THE FAVOR OF THE CITY OF BRIDGEPORT DATED APRIL 30, 1997 AND RECORDED IN VOLUME 3723 AT PAGE 345 OF THE BRIDGEPORT LAND RECORDS. DOES AFFECT THE SUBJECT PROPERTY- SHOWN ON PLAN.
- PROPERTY SUBJECT TO AN EASEMENT IN THE FAVOR OF THE CITY OF BRIDGEPORT DATED MARCH 24, 1998 AND RECORDED IN VOLUME 3886 AT PAGE 124 OF THE BRIDGEPORT LAND RECORDS. DOES AFFECT THE SUBJECT PROPERTY- SHOWN ON PLAN.
- PROPERTY SUBJECT TO AN EASEMENT IN THE FAVOR OF THE CITY OF BRIDGEPORT FOR ROADWAY PURPOSES AS PER RECORD MAP NO # 52-131. DOES AFFECT THE SUBJECT PROPERTY- SHOWN ON PLAN AS EASEMENT 1.
- PROPERTY SUBJECT TO AN EASEMENT IN THE FAVOR OF THE CITY OF BRIDGEPORT FOR ROADWAY PURPOSES AS PER RECORD MAP NO # 52-131. DOES AFFECT THE SUBJECT PROPERTY- SHOWN ON PLAN AS EASEMENT 2.



CERTIFICATION OF SURVEYOR
 NO DECLARATION IS EXPRESSED OR IMPLIED BY THIS MAP OR COPIES THEREOF UNLESS IT BEARS THE IMPRESSION TYPE SEAL AND ORIGINAL LIVE SIGNATURE OF THE SURVEYOR WHOSE NAME AND REGISTRATION NUMBER APPEAR BELOW. ANY CHANGES MADE TO THIS PLAN WITHOUT THE KNOWLEDGE OF THE SIGNERS INVALIDATES THESE DECLARATIONS.

TO SIMCOVE1 LLC
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 7(a), 7(b)(1), 8, 9, 13, 16 & 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 15, 2022. DATE OF PLAT OR MAP OCTOBER 24, 2022.

PREPARED FOR
 SIMCOVE1 LLC
 2600 MADISON AVENUE,
 BRIDGEPORT, CT

OWNER
 SIMCOVE1 LLC
 2600 MADISON AVENUE,
 BRIDGEPORT, CT

CT LAND SURVEYING, LLC
 58 OLD TAVERN ROAD
 ORANGE, CT 06477
 P: (203) 903-1193
 Email: cctland2005@gmail.com

ALTA/NSPS LAND TITLE SURVEY
 PREPARED FOR
 SIMCOVE1 LLC
 2600 MADISON AVENUE,
 BRIDGEPORT, CONNECTICUT

DRAFTED: CAD
 APPROVED: J.S.
 SCALE: 1" = 40'
 PROJECT NO.: 220905
 DATE: 10/18/2022
 CAD FILE: 220905

TITLE:
 ALTA/NSPS
 TITLE SURVEY

SHEET NUMBER:
EX-1 OF 1



PLANNING & ZONING COMMISSION APPLICATION

MAY 3 '23 PM 3:07

1. NAME OF APPLICANT: Axela Construction
2. Is the Applicant's name Trustee of Record? Yes _____ No X
If yes, a sworn statement disclosing the Beneficiary shall accompany this application upon filing.
3. Address of Property: 445 Grant Street. CT 06610
(number) (street) (state) (zip code)
4. Assessor's Map Information: Block No. 1823 Lot No. 20A & 21A
5. Amendments to Zoning Regulations: (indicate) Article: None Section: None
(Attach copies of Amendment)
6. Description of Property (Metes & Bounds): N03-19-13E 101.80', S86-40-35E 125.00', S03-19-13W 104.68', and N85-2124W 125.03
7. Existing Zone Classification: RX2
8. Zone Classification requested: No Change
9. Describe Proposed Development of Property: Plan to demolish existing warehouse and construct a new 43-space surface parking lot.

Approval(s) requested: Accessory Parking Use

Signature: *Jemaa Yuori* Date: 05/01/2023
 Print Name: Jemaa Yuori

If signed by Agent, state capacity (Lawyer, Developer, etc.) Signature: _____
 Print Name: _____

Mailing Address: 61 Interstate In Waterbury CT 06705
 Phone: _____ Cell: 2035837154 Fax: _____
 E-mail Address: jyuori@axelaconstruction.com

\$ _____ Fee received Date: 5/3/2023 Clerk: J.S

THIS APPLICATION MUST BE SUBMITTED IN PERSON AND WITH COMPLETED CHECKLIST

- Completed & Signed Application Form
- Completed Site / Landscape Plan
- Written Statement of Development and Use
- Cert. of Incorporation & Organization and First Report (Corporations & LLC's)
- A-2 Site Survey
- Drainage Plan
- Property Owner's List
- Building Floor Plans
- Building Elevations
- Fee

PROPERTY OWNER'S ENDORSEMENT OF APPLICATION

Yitz Rabinowitz *Yitz Rabinowitz* 05/01/23
 Print Owner's Name Owner's Signature Date

 Print Owner's Name Owner's Signature Date



Axela Construction LLC has been contracted by Grant Property Group to partake in a two-phase project at 445 Grant Street.

This project is to provide a renovated four-story facility on 425 Grant Street for RNP Inc., a renowned critical recovery care provider in Bridgeport. The use of this healthcare facility also poses a new problem with parking space, hence the need to completely demolish the existing warehouse across Judson street, located at 445 Grant Street, in order to build a forty three-space parking lot with fencing, ample lighting, and security cameras.

430 Grant St - GRANT STREET SENIOR APARTMENT LLC: 795 RIDGE LAKE BLVD #300
MEMPHIS, TN 38120

77 Summerfield Ave - FIGUEROA DAVID: 77: SUMMERFIELD AVE
81 BRIDGEPORT, CT 06610

85 Summerfield Ave - E A R LLC: PO BOX 5468
BRIDGEPORT, CT 06610

445 Grant - GRANT PROPERTY GROUP LLC: 61 INTERSTATE LANE WATERBURY, CT 06705

91 Summerfield Ave - BRUDNIAK PIOTR & GENOWEFA BRUDNIAK (LU): 91 SUMMERFIELD AVE
#93 BRIDGEPORT, CT 06610

26 Judson Pl - GRANT PROPERTY GROUP LLC: 26 JUDSON PLACE
BRIDGEPORT, CT 06610

425 Grant St - GRANT PROPERTY GROUP: 61 INTERSTATE LN
WATERBURY, CT 06705

101 Summerfield Ave - TURNEY POINT PROPERTIES LLC: 49 SEALY DR
LAWRENCE, NY 11559

36 Judson Pl - COLON NELSON:
36 JUDSON PLACE
BRIDGEPORT, CT 06610

35 Judson Pl - PERRY ELTON: 35 JUDSON PL
BRIDGEPORT, CT 06610

111 Summerfield Ave -
POMMILLS, LEROY ET AL: 111-113 SUMMERFIELD AVE
BRIDGEPORT, CT 06606

46 Judson Pl - BARCLAY PHILLIPA: 46 JUDSON PL
BRIDGEPORT, CT 06610

Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State, and keeper of the seal thereof,
DO HEREBY CERTIFY, that the certificate of incorporation of

RECOVERY NETWORK OF PROGRAMS, INC.

a domestic NONSTOCK corporation, was filed in this office on May 24, 1974, a certificate of
dissolution has not been filed, the corporation has filed all annual reports, and so far as indicated by the
records of this office such corporation is in existence.



Secretary of the State

Date Issued: April 20, 2017

RX2 Zone Development Standards "General Building Type"

3.50.4. BUILDING LOCATION (SEE FIGURE 3.50-4)	REQUIRED	PROVIDED
MULTIPLE PRINCIPAL BUILDINGS	ALLOWED	N/A
1) LOT WIDTH	N/A	N/A
2) PRIMARY STREET WALL (SEE 3.50.10 FOR COURTYARD ALLOWANCE AND DOUBLE FRONTAGE LOTS)	80% MINIMUM	N/A
3) PRIMARY STREET BUILD-TO-ZONE (SEE MINIMUM STREETSCAPE AREA AND ALLOWED PLAZA EXCEPTION TO BUILD ZONE)	0 FT. MINIMUM; 25 FT. MAXIMUM	N/A
4) STOOP, BAY ENCROACHMENT (SEE MINIMUM STREETSCAPE AREA AND ALLOWED PLAZA EXCEPTION TO BUILD ZONE)	N/A	N/A
5) NON-PRIMARY STREET SETBACK (SEE MINIMUM STREETSCAPE AREA AND ALLOWED PLAZA EXCEPTION TO BUILD ZONE)	0 FT. MINIMUM; 25 FT. MAXIMUM	N/A
6) SIDE SETBACK BUILDING SPACE BETWEEN ADJACENT BUILDINGS	3 FT. MINIMUM 12 FT. MINIMUM	N/A
7) REAR SETBACK	15 FT. MINIMUM	N/A
8) SITE COVERAGE (SEE 4.20.7 FOR MEASURING SITE COVERAGE)	85% MAXIMUM	80%

3.50.5. PARKING AND ACCESSORY STRUCTURES (SEE FIGURE 3.50-5)	REQUIRED	PROVIDED
1) PARKING AND DRIVEWAY ACCESS (SEE 6.0 FOR PARKING)	NON-PRIMARY STREET: IF NO NON-PRIMARY STREET: PRIMARY ST. MAX. 22 FT. WIDTH AT SIDEWALK; MAX. 1 DRIVEWAY ACCESS POINT PER BUILDING	ONE ACCESS. POINT PER STREET LINE
2) ATTACHED GARAGE SETBACK ALLOWED GARAGE DOOR LOCATION	20 FT. MIN. BEHIND PRIMARY FACADE IN REAR OF BUILDING REAR AND STREET SIDE FACADES	N/A
3) SURFACE PARKING LOCATION STREET SETBACK SIDE AND REAR SETBACK	REAR YARD, LIMITED SIDE YARD NO CLOSER TO LOT LINE THAN PRINCIPLE BUILDING 3 FT. MINIMUM	N/A
4) ACCESSORY STRUCTURE LOCATION STREET SETBACK SIDE AND REAR SETBACK	REAR YARD NO CLOSER TO LOT LINE THAN PRINCIPLE BUILDING 3 FT. MINIMUM	N/A

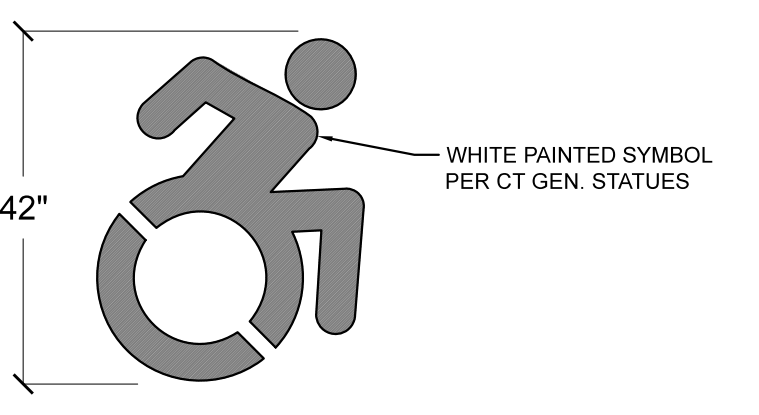
3.50.6. HEIGHT (SEE FIGURE 3.50-6)	REQUIRED	PROVIDED
1) HEIGHT	2 STORES MIN.; 5.5 STORES MAX. (SEE 3.50.10 FOR TERRACE REGULATIONS; SEE 4.20.10 FOR MEASURING HEIGHT; SEE REGULATIONS ON HEIGHTS IN 9.2)	N/A
ADDITIONAL HIGH-RISE OR STEPPED BACK HEIGHT	RX2: 3 ADDITIONAL STORES ALLOWED WITH SPECIAL PERMIT; NX2: 7 ADDITIONAL STORES ALLOWED STEPPED BACK FROM LOWER 5.5 STORES PER 3.50.10.C	N/A
2) GROUND STORY HEIGHT	10 FT. MINIMUM; 18 FT. MAXIMUM (MEASURED FLOOR-TO-FLOOR)	N/A
3) ALL OTHER STORES HEIGHT	10 FT. MINIMUM; 14 FT. MAXIMUM (MEASURED FLOOR-TO-FLOOR)	N/A

3.50.7. ROOFS (SEE FIGURE 3.50-7)	REQUIRED	PROVIDED
1) ROOF TYPES	FLAT, PARAPET (SEE 6.20 FOR ROOF TYPES AND TOWER REGULATIONS)	N/A
2) TOWER	ALLOWED	N/A

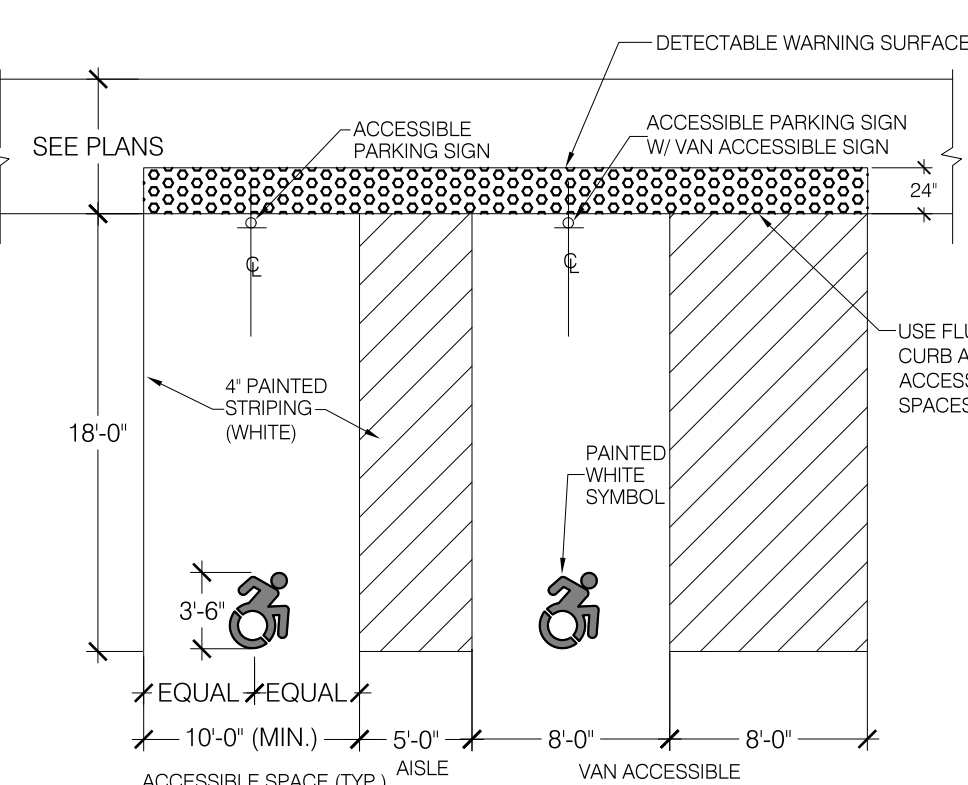
3.50.9. ALLOWED USES (SEE ARTICLE 4.0 FOR USE DEFINITIONS, SPECIFIC USE LIMITATIONS, AND OTHER USE-RELATED REGULATIONS)	REQUIRED	PROVIDED
COMMERCIAL	ALLOWED BY SPECIAL PERMIT	PETITIONED

LEGEND

- NF NOW OR FORMERLY
- MON MONUMENT
- I.P. IRON PIPE
- FND FOUND
- S.F. SQUARE FEET
- CONC. CONCRETE
- BIT. BITUMINOUS
- OHJ OVERHEAD UTILITIES
- LUG UNDERGROUND
- MH MANHOLE
- ELEC. ELECTRIC
- UTILITY POLE
- DYL DOUBLE YELLOW LINE
- SWL SINGLE WHITE LINE
- BWL BROKEN WHITE LINE
- EOP EDGE OF PAVEMENT
- RET. RETAINING
- CLF CHAIN LINK FENCE
- FFE FINISHED FLOOR ELEVATION
- C.O. CLEANOUT
- LP LIGHT POST
- CB CATCH BASIN
- WM WATER METER
- WV WATER VALVE
- GV GAS VALVE
- RET. RETAINING
- SNET SOUTHERN NEW ENGLAND TELEPHONE
- UI UNITED ILLUMINATING COMPANY
- TMH TELEPHONE MANHOLE
- INT INTERSECTION
- INV. INVERT
- C.I. CAST IRON
- V.C. VITRIFIED CLAY
- RCP REINFORCED CONCRETE PIPE
- RD ROOF DRAIN
- MW MONITOR WELL
- EXISTING SPOT GRADE
- EXISTING CONTOUR ELEVATION
- L.O. LAYOUT OF STREET WIDTH
- PARKING SPACES
- HDPE HIGH DENSITY POLYETHYLENE
- PVC POLYVINYL CHLORIDE
- EXISTING DECIDUOUS TREE
- EXISTING CONIFER TREE



ACCESSIBLE PARKING SYMBOL
NOT TO SCALE



ACCESSIBLE PARKING STALL (TYPICAL)
NOT TO SCALE

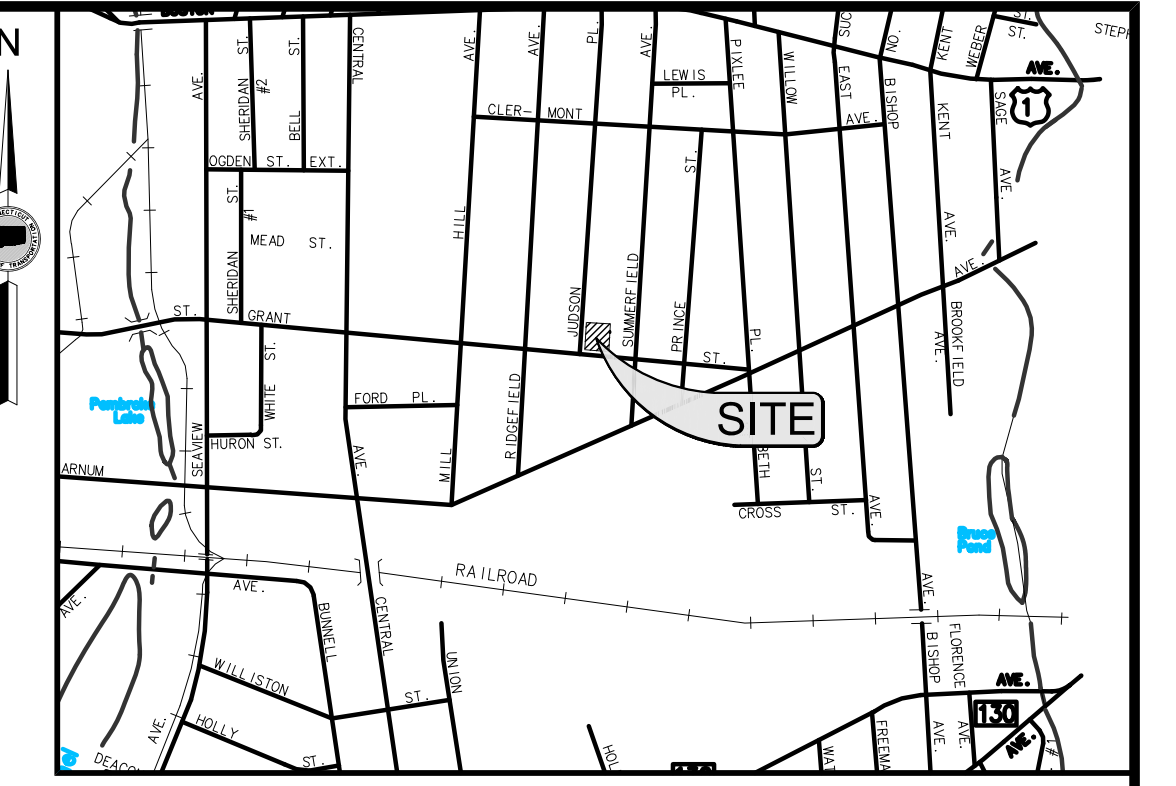
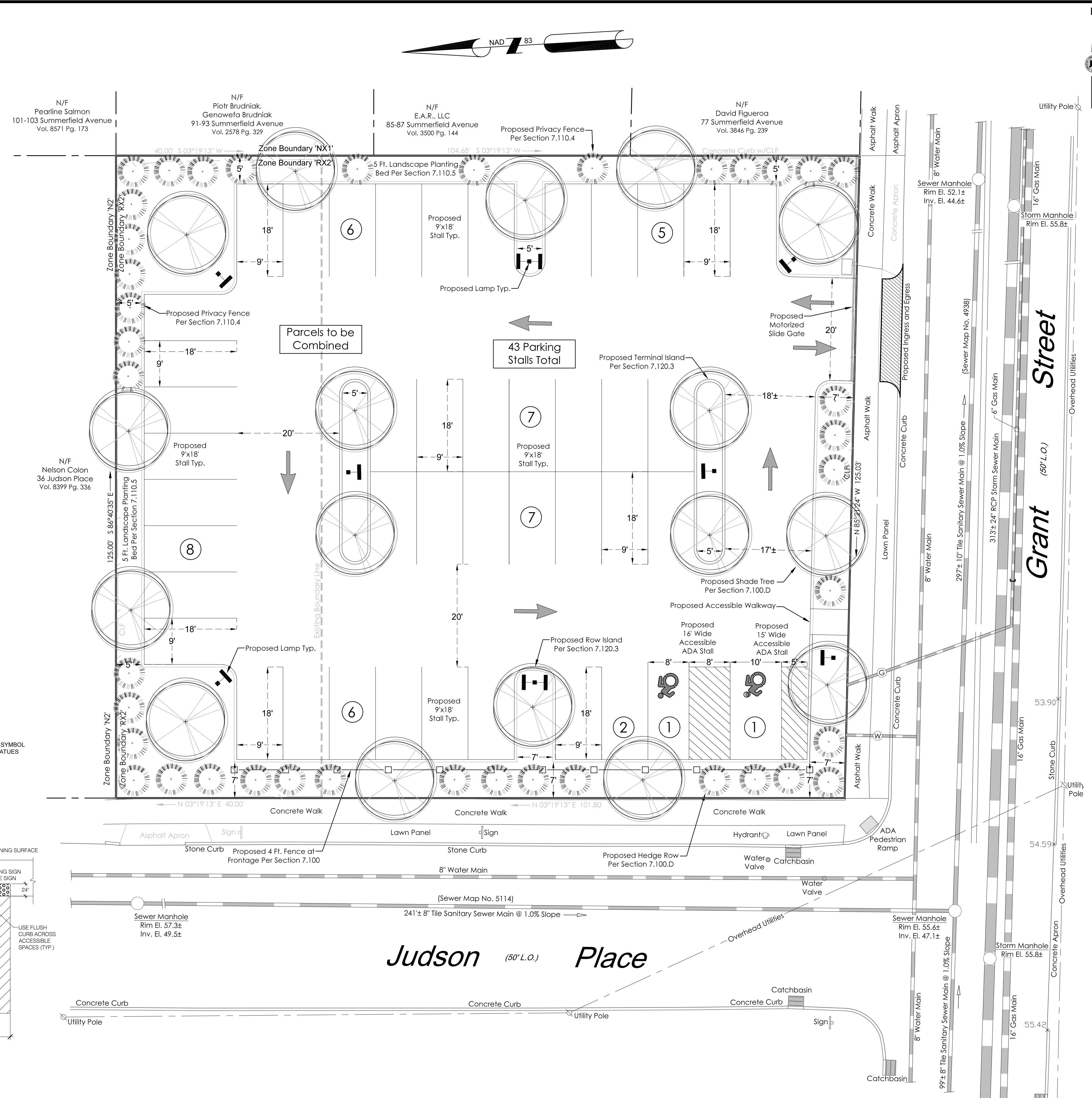
Cabezas DeAngelis
ENGINEERS & SURVEYORS
78 ELM STREET, BRIDGEPORT, CT 06604
P: 203 330 8700 • F: 203 330 8701

SCALE: 1"=10'
FIELD FILE: arant-judson.nw5
PROJECT NO.: CD1093
DATE: March 31, 2023
FILE: 445 Grant St.26 Judson St.dwg
SHEET 1 OF 1
REV: ADA Ramp Detail 05-01-2023

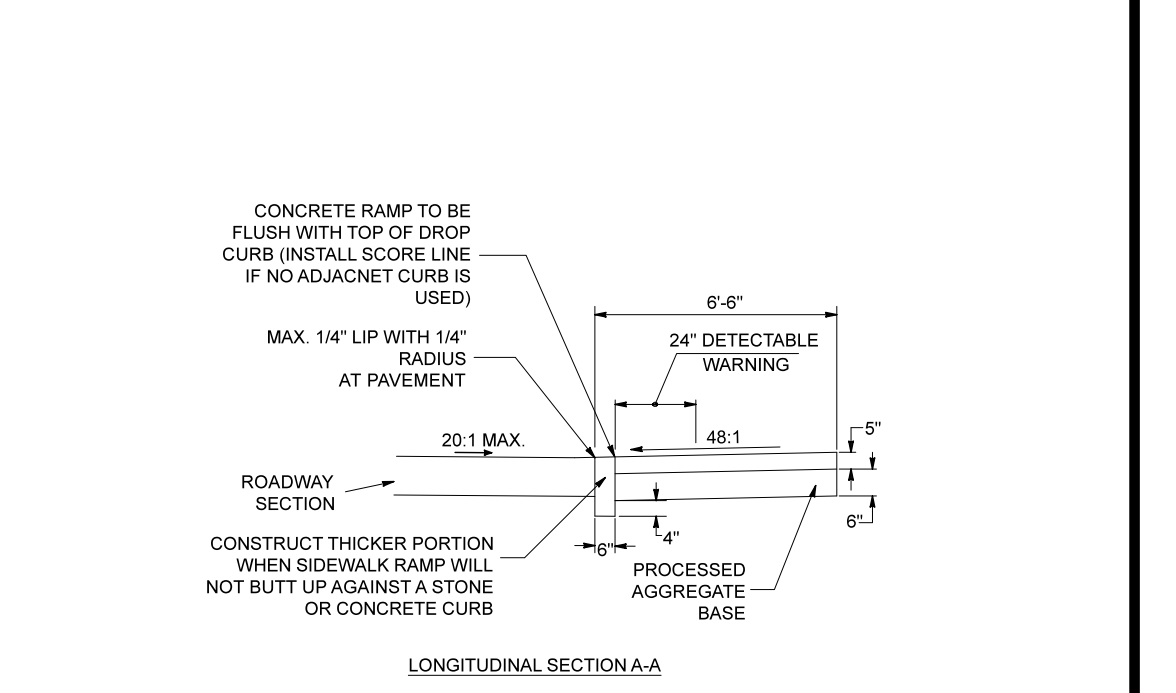
STATE OF CONNECTICUT
WASHINGTON CABEZAS, JR., P.E. 70210
PROFESSIONAL ENGINEER

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

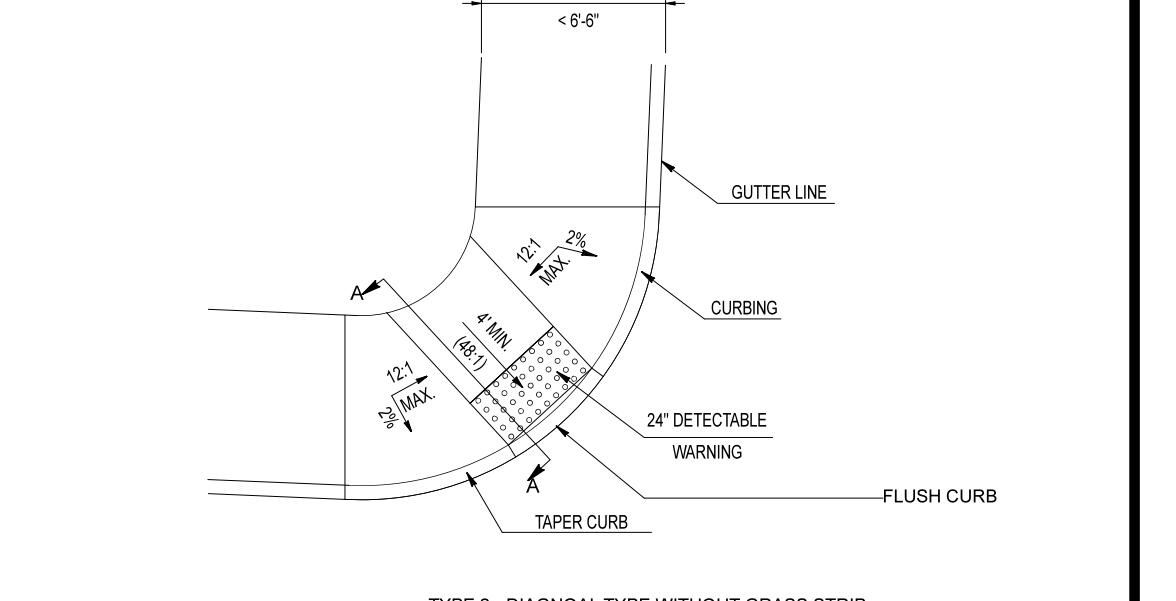
WASHINGTON CABEZAS, JR., P.E. 70210
PROFESSIONAL ENGINEER & LAND SURVEYOR



LOCATION MAP
SCALE: 1" = 1000'



LONGITUDINAL SECTION A-A



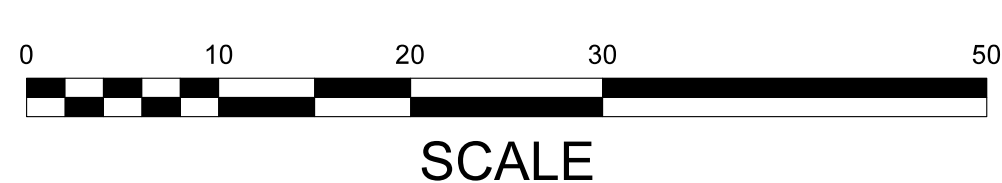
ADA PARKING SIGN WITH BOLLARD
NOT TO SCALE

CONCEPTUAL SITE PLAN FOR PROPOSED PARKING AREAS

- PREPARED FOR -
GRANT PROPERTY GROUP LLC
BRIDGEPORT, CONNECTICUT

445 GRANT STREET
ASSESSOR'S REFERENCE: MAP 50 | BLOCK 1823 | LOT 21A
- AND -
26 JUDSON PLACE
ASSESSOR'S REFERENCE: MAP 50 | BLOCK 1823 | LOT 20A

SHEET 1 OF 1



SCALE

OR Zone Development Standards

	REQUIRED	445 GRANT STREET	26 JUDSON PLACE
LOT			
LOT AREA, MINIMUM	5,000 SF	12,905± SF	5,000 SF
FRONTAGE, MINIMUM	35 FT	101.80 FT (JUDSON PL.) 25.03 FT (GRANT STREET)	40.00 FT
FLOOR AREA RATIO, MAXIMUM	0.75	0.68	0
PRINCIPLE BUILDING SIZE, MAXIMUM	N/A	N/A	N/A
PRINCIPLE BUILDING SETBACK			
FRONT LOT LINE, MINIMUM FROM	10 FT	8.3± FT	N/A
STREET LOT LINE, MINIMUM FROM	10 FT	9.7± FT	N/A
MAXIMUM SETBACK	10 FT	9.7± FT	N/A
SIDE LOT LINE, MINIMUM FROM	N/A	N/A	N/A
REAR LOT LINE, MINIMUM FROM	N/A	N/A	N/A
NOT TO EXCEED	N/A	N/A	N/A
MINIMUM SETBACK FROM:			
OTHER HEAVY INDUSTRIAL USE	N/A	N/A	N/A
OTHER USE	N/A	N/A	N/A
LOT LINE ABUTTING AN 'R' ZONE			
SIDE	10 FT	N/A	N/A
REAR	15 FT	N/A	N/A
LOT LINE ABUTTING AN 'M' OR 'I' ZONE	0	0.0± FT 0.3± FT	N/A
CORNER LOT YARDS	NOTE 2	PROVIDED	N/A
MEAN HIGH WATER, MINIMUM FROM	N/A	N/A	N/A
ACCESSORY STRUCTURE			
SETBACKS	NOTE 9	N/A	N/A
COVERAGE			
BUILDING COVERAGE, MAXIMUM	65%	68%	0%
SITE COVERAGE, MAXIMUM	85%	90%	93%
LANDSCAPED AREA			
MINIMUM	15%	10%	7%
IN SETBACK ABUTTING AN 'R' ZONE, MIN.	5 FT DEEP @ L3 (4)	N/A	NO
HEIGHT			
PRINCIPAL BUILDING			
MAXIMUM FOR PRINCIPAL BUILDING	35 FT	17± FT	N/A
PROJECTIONS AND FEATURES	NOTE 5	NONE	N/A
ACCESSORY STRUCTURE, MAXIMUM			
HEIGHT, MAXIMUM	NOTE 7	N/A	N/A
FLOOR AREA, GROSS MAXIMUM	NOTE 8	N/A	N/A
PUBLIC ACCESS EASEMENT	NOTE 10	N/A	N/A

- NOTES:**
- NO MAXIMUM BUILDING SETBACK FROM A STREET LOT LINE SHALL BE REQUIRED FOR ANY PARCEL OF LAND BOUNDED ON THREE OR MORE SIDES BY CITY STREETS AND OWNED BY A CITY GOVERNMENT AGENCY.
 - ON A CORNER LOT IN ANY ZONE, THERE SHALL BE TWO FRONT YARDS AND TWO SIDE YARDS.
 - THE MINIMUM SETBACK FROM MEAN HIGH WATER SHALL BE THIRTY (30) FEET EXCEPT FOR BUILDINGS SUPPORTING WATER-DEPENDENT USES THAT MAY REQUIRE LOCATION IMMEDIATELY ADJACENT TO THE WATER.
 - SEE SECTION 11-3, LANDSCAPING AND SCREENING - THE MINIMUM AREAS REQUIRED TO BE LANDSCAPED ARE LISTED IN TABLE 3, ZONE DEVELOPMENT STANDARDS FOR RESIDENTIAL ZONES AND TABLE 4A AND 4B, ZONE DEVELOPMENT STANDARDS FOR NON-RESIDENTIAL ZONES. ANY REQUIRED LANDSCAPING AS FOR REQUIRED SETBACKS OR PARKING LOTS, MAY BE APPLIED TOWARD THE MINIMUM LANDSCAPED AREA PERCENTAGE REQUIREMENT. REQUIRED LANDSCAPING AND SCREENING MUST MEET THE LEVELS REFERENCED IN EACH APPLICABLE ZONE DEVELOPMENT STANDARDS TABLE AND APPLICABLE STANDARDS SET FORTH ELSEWHERE IN THESE REGULATIONS. LANDSCAPING AND SCREENING STANDARDS LEVELS ARE SET FORTH IN SECTION 11-3-1.
 - SEE SECTION 4-4, HEIGHT - MAXIMUM HEIGHTS FOR STRUCTURES ARE LISTED IN THE ZONE DEVELOPMENT STANDARDS TABLES. EXCEPTIONS TO THE MAXIMUM HEIGHTS ARE SET FORTH IN SECTION 4-4-1 (PROJECTIONS ALLOWED) AND 4-4-2 (ARCHITECTURAL FEATURES).
 - BUILDINGS PROPOSED FOR MORE THAN THREE (3) STORES SHALL REQUIRE A SPECIAL PERMIT.
 - ANY ACCESSORY STRUCTURE WITH A FLAT OR ROUNDED ROOF SHALL BE NO HIGHER AT ITS HIGHEST POINT THAN TWELVE (12) FEET AND ANY ACCESSORY STRUCTURE WITH A PITCHED ROOF SHALL BE NO HIGHER THAN FIFTEEN (15) FEET, MEASURED FROM THE AVERAGE LEVEL OF THE GROUND ALONG ALL WALLS OF THE STRUCTURE. IN 'I' AND 'L' ZONES, THE MAXIMUM HEIGHT FOR ANY ACCESSORY STRUCTURE SHALL NOT EXCEED (2/3) OF THE MAXIMUM HEIGHT FOR PRINCIPAL STRUCTURES IN THAT ZONE.
 - SEE SECTION 4-9, ACCESSORY STRUCTURES - CUSTOMARY ACCESSORY STRUCTURES ARE ALLOWED IN ALL ZONES, AS SPECIFICALLY REGULATED IN THAT ZONE UNDER THE PROVISIONS OF A. LOCATION; B. COMPLIANCE; C. SIZE; AND D. PROHIBITED USE.
 - SETBACKS FOR ACCESSORY STRUCTURES SHALL BE THE SAME AS SETBACKS FOR PRINCIPAL STRUCTURES.
 - A PUBLIC ACCESS EASEMENT MAY BE REQUIRED ON ANY NON-RESIDENTIAL PROPERTY ABUTTING A WATERWAY. IN SUCH A CASE, A DEDICATED OPEN SPACE AREA SHALL BE ESTABLISHED FROM THE TOP OF THE EMBANKMENT AND FOR TWENTY (20) FEET INLAND.
 - PARKING GARAGES SHALL BE EXEMPT FROM THE FLOOR AREA RATIO (FAR) REQUIREMENT AND SHALL NOT BE INCLUDED IN THE CALCULATION OF THE GROSS FLOOR AREA IN AN 'M' ZONE.
 - MAXIMUM HEIGHT FOR A PASSENGER TERMINAL SHALL BE 60 FT.
- N/A - NOT APPLICABLE
N/C - NO CHANGE

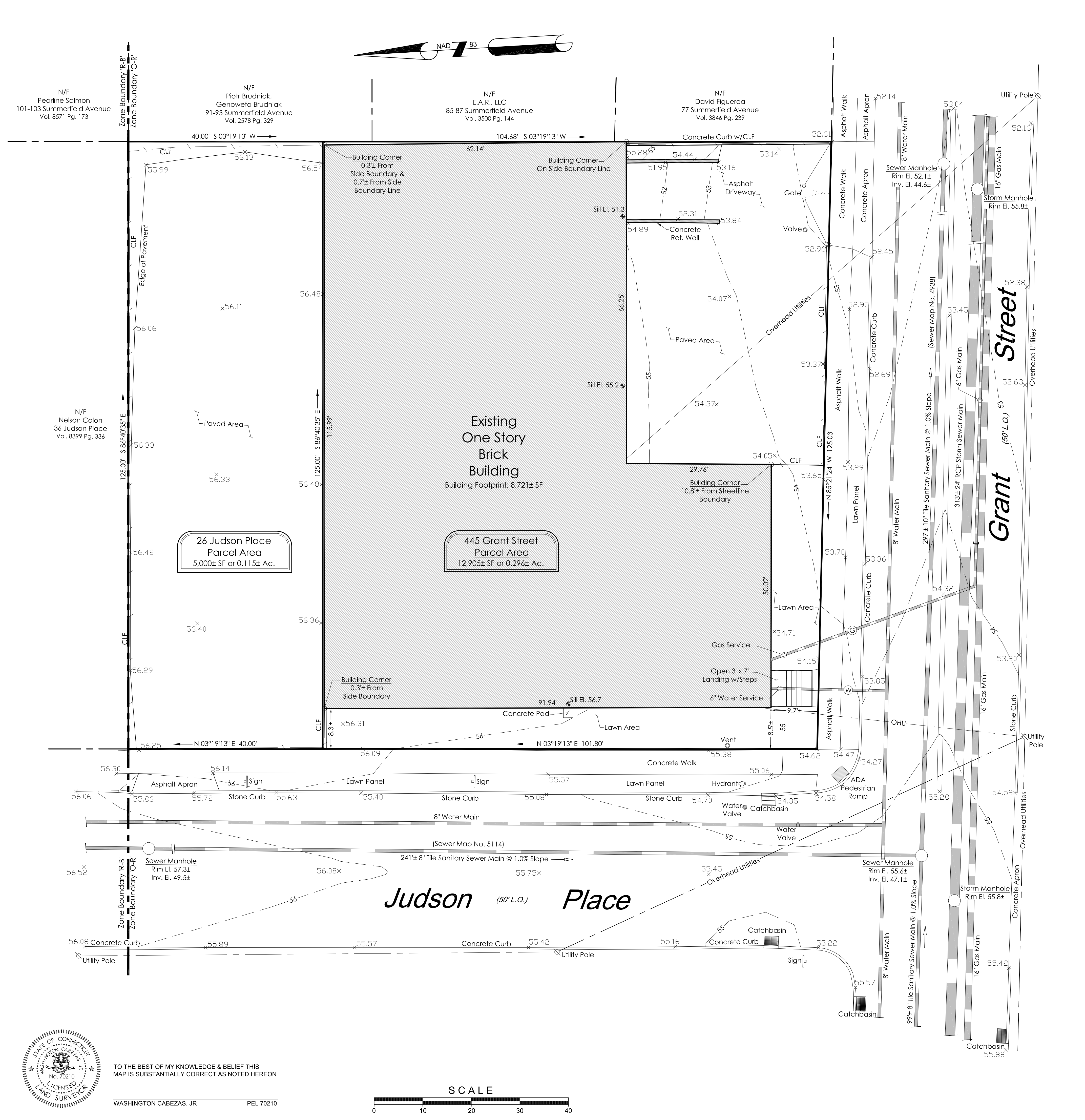
LEGEND

N/F	NOW OR FORMERLY	CB	CATCH BASIN
MON.	MONUMENT	WM	WATER METER
I.P.	IRON PIPE	WV	WATER VALVE
FND.	FOUND	GV	GAS VALVE
S.F.	SQUARE FEET	RET.	RETAINING
CONC.	CONCRETE	SNET	SOUTHERN NEW ENGLAND TELEPHONE
BIT.	BITUMINOUS	UI	UNITED ILLUMINATING COMPANY
OHU	OVERHEAD UTILITIES	TMH	TELEPHONE MANHOLE
UG	UNDER GROUND	INT.	INTERSECTION
MH	MANHOLE	INV.	INVERT
ELEC.	ELECTRIC	C.I.	CAST IRON
UT	UTILITY POLE	V.C.	VITRIFIED CLAY
DYL	DOUBLE YELLOW LINE	RCP	REINFORCED CONCRETE PIPE
SWL	SINGLE WHITE LINE	RD	ROOF DRAIN
BWL	BROKEN WHITE LINE	MW	MONITOR WELL
EOP	EDGE OF PAVEMENT	8.65	EXISTING SPOT GRADE
RET.	RETAINING	---100---	EXISTING CONTOUR ELEVATION
CLF	CHAIN LINK FENCE	L.O.	LAYOUT OF STREET WIDTH
F.FE	FINISHED FLOOR ELEVATION	(2)	PARKING SPACES
C.O.	CLEANOUT	HDPE	HIGH DENSITY POLYETHYLENE
LP	LIGHT POST	PVC	POLYVINYL CHLORIDE

Cabezas DeAngelis
ENGINEERS & SURVEYORS

1450 BARNUM AVENUE SUITE 201
BRIDGEPORT, CT 06610
P: 203 330 8700 F: 203 330 8701

SCALE: 1"=10'
FIELD FILE: grant_judson.rw5
PROJECT NO.: CD1093
DATE: August 3, 2017
FILE: 445 Grant St_EC 7-13-2017.dwg
SHEET 1 OF 1
REV:



NOTES

- THIS SURVEY AND MAP HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THROUGH 20-300b-20 AND THE STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1994. IT IS AN **EXISTING CONDITIONS SURVEY** AND **TOPOGRAPHIC SURVEY** BASED ON A DEPENDENT RESURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS A-2 AND TOPOGRAPHIC ACCURACY CLASS T-2 AND IS INTENDED FOR **SITE PLANNING PURPOSES**.
- THIS MAP IS NOT VALID WITHOUT A LIVE SIGNATURE AND EMBOSSED SEAL.
- ALL IMPROVEMENTS SHOWN BASED ON FIELD EVIDENCE FOUND.
- ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS DETERMINED USING GEOID03 AND CONVERTED TO THE CITY OF BRIDGEPORT DATUM (+14.60). LINEAR UNITS ARE IN U.S. SURVEY FEET. HORIZONTAL COORDINATES ARE REFERRED TO THE CONNECTICUT COORDINATE SYSTEM OF 1983 AS REALIZED FROM OBSERVATION REFERENCED TO NAD83 (CORS94). COORDINATES WERE DETERMINED FROM STATIC GPS OBSERVATIONS MADE ON **JUNE 8, 2011** IN ACCORDANCE WITH "GUIDELINES AND SPECIFICATIONS FOR GLOBAL NAVIGATION SATELLITE SYSTEM LAND SURVEYS IN CONNECTICUT" ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC., HOLDING THE FOLLOWING VALUES FOR PUBLISHED BASE DATA:
STATION-ORANGE,
NORTHING 653,555,929.2, EASTING 927,267,549.9,
LATITUDE 41°15'5.87404", LONGITUDE 73°00'52.60263",
ELLIPSOID -4,143
- REFERENCE IS MADE TO THE FOLLOWING MAPS:
A. MAP ENTITLED "SUBDIVISION OF PROPERTY IDA C. BERNER BRIDGEPORT, CONNECTICUT (BEING A REVISION OF LOTS 150-151 MAP OF MILL HILL LAND & IMP. CO. TRACT 2)" SCALE: 1" = 20', DATED APRIL 30, 1954 PREPARED BY FRANK B. JAYNES & ASSOC. AND FOUND ON FILE IN THE CITY OF BRIDGEPORT TOWN CLERK'S OFFICE AS **MAP VOL. 18 PG. 47**.
B. MAP ENTITLED "THE MILL HILL LAND AND IMPROVEMENT CO. TRACT NO. 2" SCALE: 1" = 100', DATED AUGUST 17, 1946 PREPARED BY SCOFIELD & FORD AND FOUND ON FILE IN THE CITY OF BRIDGEPORT TOWN CLERK'S OFFICE AS **MAP VOL. 7 PG. 45**.
C. MAP ENTITLED "MRS. LORINTHIA BEACH" SCALE: 1" = 50', DATED AUGUST 4, 1903 PREPARED BY SCOFIELD & FORD AND FOUND ON FILE IN THE CITY OF BRIDGEPORT TOWN CLERK'S OFFICE AS **MAP VOL. 4 PG. 59**.
D. SEWER MAPPING ENTITLED "GRANT ST." **MAP NO. 4938** AND "JUDSON PLACE" **MAP NO. 5114** AS FOUND IN THE CITY OF BRIDGEPORT ENGINEERING DEPARTMENT.
E. CITY OF BRIDGEPORT ENGINEERING PIN SHEET DEPICTING BLOCK 1823.
- REFERENCE MADE TO OTHER INSTRUMENTS:
VOL. 2726 PG. 43 VARIANCE GRANTED - THE ESTABLISHMENT OF A HEATING AND COOLING CONTRACTORS OFFICE AND FABRICATION SHOP USE IN CONNECTION WITH THE EXISTING BUILDING INCLUDING ON-SITE PARKING OF MOTOR VEHICLES
- PARCEL INFORMATION:
A. ASSESSOR'S REFERENCE: BLOCK 1823 | LOT 21A
B. TOTAL PARCEL AREA = 12,905± SQ. FT. 0.29± AC.
C. RECORD OWNER: GRANT PROPERTY GROUP LLC; VOL. 9585 PG. 45
- 26 JUDSON PLACE
A. ASSESSOR'S REFERENCE: BLOCK 1823 | LOT 20A
B. TOTAL PARCEL AREA = 5,000± SQ. FT. 0.115± AC.
C. RECORD OWNER: GRANT PROPERTY GROUP LLC; VOL. 9585 PG. 45
- PARCELS ARE LOCATED WITHIN THE **O-R** ZONING DISTRICT.
- SEE FLOOD INSURANCE RATE MAP: FAIRFIELD COUNTY, CONNECTICUT (ALL JURISDICTIONS), PANEL 433 OF 626, COMMUNITY BRIDGEPORT, CITY OF, NUMBER 090002 PANEL 0433 SUFFIX G, MAP NUMBER 09001C0433G. MAP REVISED: JULY 8, 2013. THE PARCEL IS LOCATED IN AN AREA DESIGNATED AS **ZONE X (UNSHADED)**.
- BOUNDARY LINES DEPICTED HEREON ARE A RESULT OF EXTENSIVE RECORD RESEARCH, FIELD EVIDENCE AND FIELD MEASUREMENTS. DUE TO LACK OF RECORD MONUMENTATION AND VAGUE DEED DESCRIPTIONS THE BOUNDARY LINES DEPICTED HEREON REPRESENT THE PROFESSIONAL OPINION OF THE SURVEYOR. BOUNDARY LINES MAY BE SUBJECT TO ANY REVISION REQUIRED BY LEGAL ACTION OR BY THE DISCOVERY OF ADDITIONAL RECORD INFORMATION AND/OR FIELD EVIDENCE.
- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. CABEZAS DEANGELIS MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. CABEZAS DEANGELIS FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH IT IS CERTIFIED THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. CABEZAS DEANGELIS HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL BEFORE YOU DIG, INC. (1-800-922-4455).

EXISTING CONDITIONS SURVEY AND TOPOGRAPHIC SURVEY

- PREPARED FOR -
GRANT PROPERTY GROUP LLC
BRIDGEPORT, CONNECTICUT

445 GRANT STREET
ASSESSOR'S REFERENCE: MAP 50 | BLOCK 1823 | LOT 21A
- AND -
and 26 JUDSON PLACE
ASSESSOR'S REFERENCE: MAP 50 | BLOCK 1823 | LOT 20A

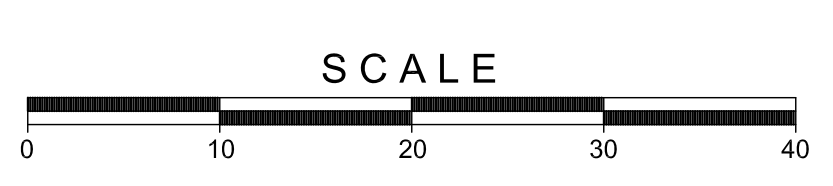
SHEET 1 OF 1

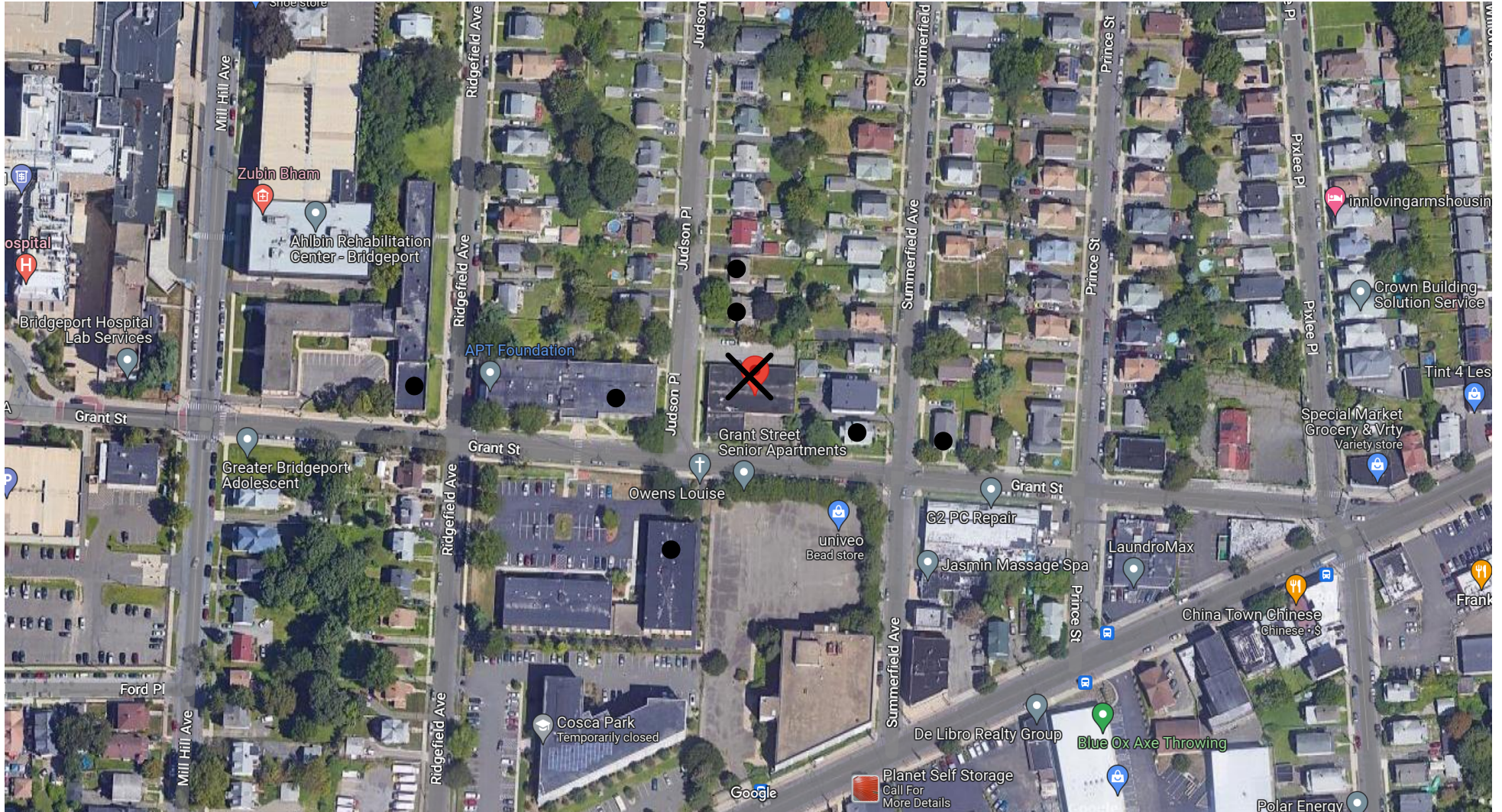
AUGUST 3, 2017 WASHINGTON CABEZAS, JR., P.E. SCALE: 1"=10'



TO THE BEST OF MY KNOWLEDGE & BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON

WASHINGTON CABEZAS, JR. PEL 70210

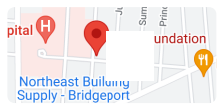


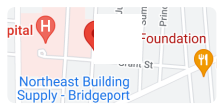


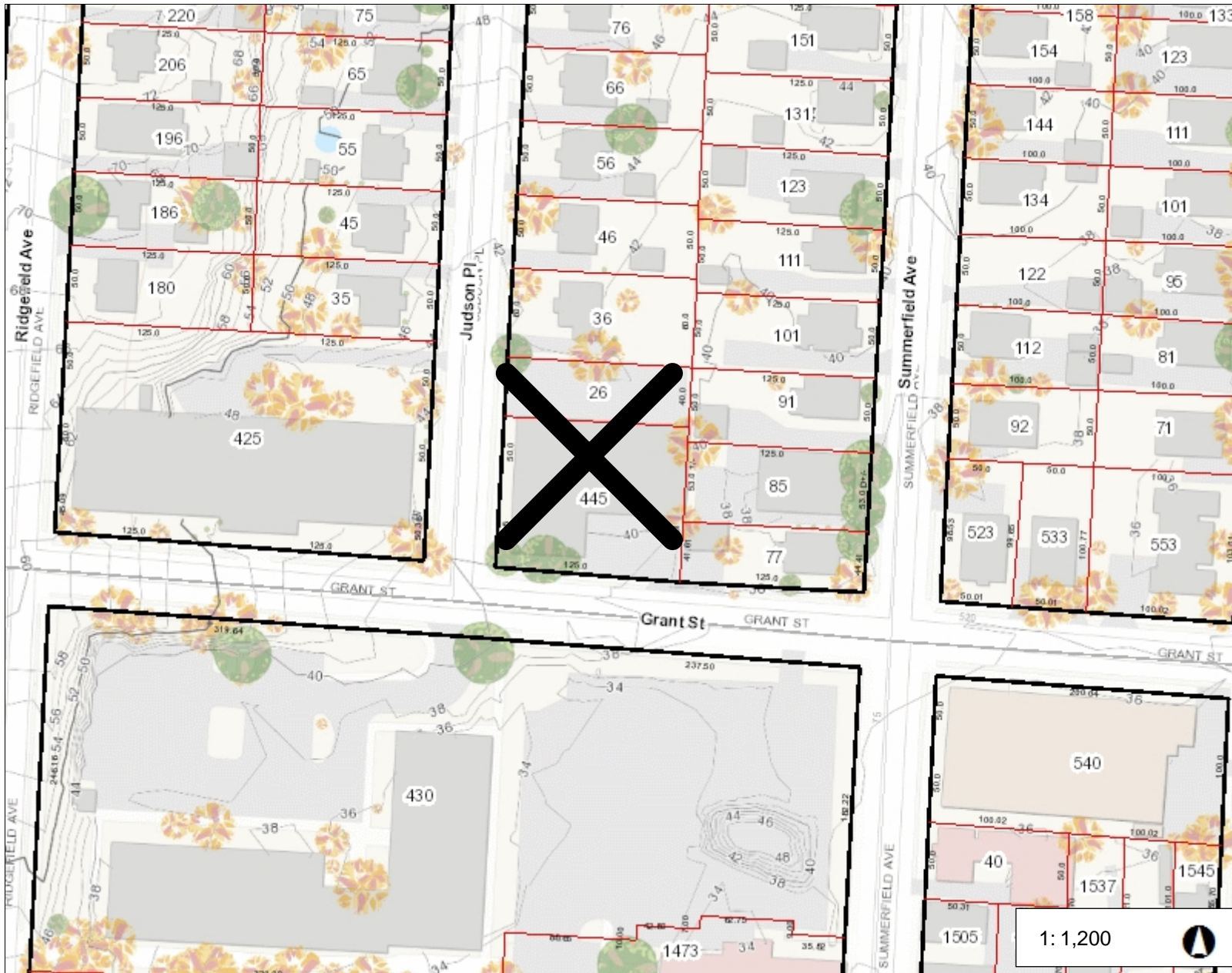
Google Maps 464 Grant St
neighboring property on Grant street



Image capture: Nov 2020 © 2023 Google

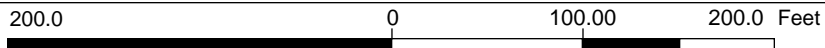






Legend

- Parcels
- Streetname
- Roadways
 - Local
 - Collector
 - Minor Collector
 - Minor Arterial
 - Major Collector
 - PA Other
 - PA Other Expwy
 - PA Interstate



WGS_1984_Web_Mercator_Auxiliary_Sphere
 Created by Connecticut Metropolitan Council of Governments

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 THIS MAP IS NOT TO BE USED FOR NAVIGATION

