FOR SALE BY SEALED BID

POINT STRATFORD

Formerly STRATFORD ARMY ENGINE PLANT
550 MAIN STREET
STRATFORD, CT

U.S. General Services Administration
New England Region

Invitations for Bids No. 1PZ-10-001

INVITATION FOR BIDS

Sealed bids for the purchase of that certain property known as "**Point Stratford**" or the "**Property**", which is more particularly described in this Invitation for Bids must be delivered to the General Services Administration, Thomas P. O'Neill Federal Building, 10 Causeway Street, Room 1085, Boston, Massachusetts and received on or before **3:00 pm Eastern Standard Time** ("**EST**") on **January 27, 2011**. The bids submitted in accordance with this IFB will be opened publicly at that time.

Any and all bids submitted in response to this Invitation for Bids must be in compliance with, and submitted pursuant to, all the terms and provisions of this Invitation For Bids, including, without limitation: 1) the Instructions to Bidders for Sealed Bid; 2) the General Terms of Sale; and 3) the Special Terms of Sale.

***Important Notice*:** The Office of Real Property Utilization and Disposal of the U.S. General Services Administration ("**GSA**") maintains a record of the names and addresses of all parties issued copies of this Invitation for Bids. Any addendum, supplement or amendment to this Invitation for Bids will be mailed to the address shown on such record along with directions on how to acknowledge receipt of such mailed materials. **If a party does not acknowledge receipt of any such addendum, supplement, etc., such party may be considered unresponsive and any bid submitted by the same may not be considered for award.** If you are not the person who received this Invitation for Bids directly through the mail from GSA or through an official representative of GSA, it is to your benefit to advise the GSA in writing at the address listed below of the address to which any additional information concerning this Invitation for Bids should be mailed.

U.S. General Services Administration
Office of Real Property Utilization and Disposal
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 925
Boston, MA 02222

This Invitation for Bids contains information and forms necessary for interested parties to bid to purchase the Property. It shall be the responsibility of each bidder to familiarize him or herself with this Invitation for Bids, including the General and Special Terms of Sale, and the Instructions to Bidders for Sealed Bid, and any other information or materials included in the Invitation for Bids or that may be made available under separate cover.

For information about the Property and the procedure and terms of sale, please contact:

Kevin Legare
U.S. General Services Administration
Property Disposal Division
10 Causeway Street, Room 925
Boston, MA 02222
Telephone: (617)565-5700
Fax: (617)565-5720
Email: kevin.legare@gsa.gov

Additional information regarding the GSA's Property Disposal Program is available at: https://www.propertydisposal.gsa.gov

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PROPERTY DESCRIPTION

Point Stratford is located at 550 Main Street in the City of Stratford, Fairfield County, Connecticut, and is shown on the surveys attached as Exhibit A. The Property is situated near the confluence of the Housatonic River and Long Island Sound and within 2 miles of three exits of Interstate 95 and adjacent to Sikorsky Memorial Airport. The Property is less than 2 miles from the Stratford train station, which is served by the Metro North rail line, and less than 4 miles to the Bridgeport transport hub containing the Port Jefferson ferry connecting to Long Island, the Bridgeport AMTRAK station, and the bus station. It is 60 miles north of New York City and 55 miles south of Hartford. It is well located with respect to the major Northeast Corridor consumer market, which includes New York City and Boston.

The Property, formerly known as the Stratford Army Engine Plant, consists of approximately 77 acres and was acquired in 1929. The Property includes approximately 52 buildings containing approximately 1.69 million square feet and is improved with paved roadways, parking lots and perimeter fencing. Below are the approximate feet of the Main Street frontage of the Property and the length of the shoreline and causeway located on the Property:

TOTAL Main Street Frontage = 3,115 ft

TOTAL Shoreline = 4,512 ft **(Total Shoreline (without Causeway) = 2,768 ft; Total Causeway Shoreline = 1,744 ft)**

Length of Causeway = 776 ft

The manmade causeway extends from the shore to the channel of the Housatonic River. This causeway is roughly 2 acres in size.

The Property has a production history and for 65 years was used to develop, test, and manufacture aircraft and engines, as well as other aerospace products. From 1929 until 1948 the plant was used to manufacture aircraft. The earliest buildings were constructed in 1929 for the Sikorsky Aircraft Corporation. The plant was expanded during World War II to accommodate mass production. During this time the shoreline was extended to provide land area for new buildings. The plant was idle from 1948 until 1951. From 1952 until it closed in 1997 the plant was used to produce reciprocating aircraft engines, nose cones for intercontinental ballistic missile re-entry vehicles, and turbine engines for both commercial and military applications. In 1998, the Army ceased operations at the Property, where currently caretaker operations maintain the facility.

The Property is located in a light industrial zoning district, in which manufacturing, compounding, processing and assembly are the principal uses. The Property also meets criteria established by the State of Connecticut for designation as an “Enterprise Zone” and “Defense Plant Zone”. An Enterprise Zone is a designated area in a Targeted Investment Community. Incentive benefits are provided for eligible business relocation/expansion projects within the zone. Eligible businesses include manufacturers, warehouse distributors (new construction and expansion only), and certain designated service related businesses. The Town of Stratford has applied for and been approved to designate a vacant former defense manufacturing facility a Defense Plant Zone. Any eligible business that completes an approved project on the Property will be eligible for full Enterprise Zone level benefits. Stratford appears to be the only municipality in the State of Connecticut meeting the statutory requirements for this form of zone designation. For more information, please contact the City of Stratford, Planning Division, located at Stratford Town Hall, 2725 Main Street, Stratford, CT 06615 (203) 385-4017).

UTILITIES

All utilities are currently available and installed at the Property. Procurement of utility service shall be the responsibility of the bidder whose bid is accepted by the Government (referred to herein as the "**successful bidder**" or "**Purchaser**"). Bidders are urged to contact the utility providers for information on the availability of utilities. For purposes of this Invitation for Bids, the term "**Government**" means the United States of America and/or, as applicable, the agency within the federal government that will carry the responsibilities and/or obligations, if any, which are referenced or discussed in the sentence or section, as the case may be, in which the term is contained.

EASEMENTS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved herein.

DUE DILIGENCE MATERIAL

Information on remedial investigations of the Property and all of the exhibits referenced under the "Exhibits" section are available for download at www.pointstratfordct.com or www.auctionrp.com and https://propertydisposal.gsa.gov.

GENERAL TERMS OF SALE

1. **TERM – "INVITATION FOR BIDS" OR "IFB":** The terms "Invitation for Bids" or "IFB" as used herein refers to this document, including the Property Description; General Terms of Sale; the Special Terms of Sale; the Instructions to Bidders for Sealed Bid; any provisions of the Official Bid Form; and all Exhibits. The IFB may be modified and supplemented by any addenda or amendments that may be issued prior to the Bid Opening Date.

2. **DESCRIPTION PROVIDED:** The description of the Property set forth in this IFB and any other information provided herein with respect to the Property are based on the best information available to the GSA's Real Property Utilization and Disposal Division and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall **NOT** constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

3. **INSPECTION:** Inspection of the Property is the sole responsibility of the bidder. Bidders are invited, urged and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of, all or any portion of the property offered will **NOT** constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the Bid Opening Date. Tours will be conducted on an appointment-only basis. Bidders may not enter the Property without a representative from the Army or its designee.

4. **CONDITION OF PROPERTY:** The Property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will **NOT** be considered after the bid opening.

5. **CONTINUING OFFERS:** Each bid received shall be deemed to be a continuing offer after bid opening for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.

6. **RISK OF LOSS:** As of the date of conveyance of title to the Property, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the Property and shall have all obligations and liabilities of ownership.

7. **REVOCATION OF BID AND DEFAULT:** In the event of revocation of a bid by the bidder after the bid opening but prior to acceptance of the final bid by the Government, or in the event of revocation of a bid by the bidder after notice of acceptance, or in the event of any default by the Purchaser in the performance of the Agreement (defined below) created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting said deposit and payments, the Government may avail itself of any legal or equitable rights it may have under the bid or the Agreement. The inability of

the successful bidder to assume the RCRA Stewardship Permit (defined below) on the Closing Date will not constitute grounds for a return of the deposit(s).

8. **SELLER LIABILITY:** If the Government accepts a bid for the purchase of the Property and: (1) The Government (including GSA and/or the U.S. Department of Army (the "**Army**")) fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, then the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the Government (including GSA and the Army) shall have NO further liability to Purchaser.

9. **TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT(S) OF CONVEYANCE:** The Government shall set a sale closing date (the "**Closing Date**"), said date to be not later than 90 calendar days after acceptance of the bid. The Government reserves the right to extend the Closing Date for a reasonable amount of time for purposes of preparing necessary conveyance documents.
On the Closing Date, the Purchaser shall:

(i) tender to the Government the balance of the purchase price by wire transfer, cashier's check, certified check, or U.S. Postal Service money order;
(ii) file a fully completed and executed Transfer of Establishment Form III and Environmental Condition Assessment Form with the Connecticut Department of Environmental Protection ("**CTDEP**"). The Purchaser shall ensure that both forms have been completed in a manner which is acceptable to the CTDEP and shall pay any fees required by CTDEP;
(iii) file a fully completed and executed Permit Transfer Form with CTDEP and pay all fees required by CTDEP in connection with the assumption of the CTDEP Resource and Conservation Recovery Act Stewardship Permit (the "**RCRA Stewardship Permit**") and other relevant permits as stated in the Permit Transfer Form;
(iv) file and/or record any other documents required by CTDEP in connection with the RCRA Stewardship Permit so that the Purchaser is able to assume the same;
(v) deliver to the Government an executed Tripartite Agreement;
(vi) deliver to the Government an executed Assignment and Assumption of Museum Agreement, if necessary; and
(vii) deliver to the Government an executed Army Holdover Agreement.

On the Closing Date, the Government shall:

(i) deliver to the Purchaser a Quitclaim Deed substantially in the same form shown on Exhibit G, which deed shall convey all of the Government's interest in the Property to Purchaser; and
(ii) deliver to the Purchaser an executed Transfer of Establishment Form IIII;
(iii) deliver to the Purchaser an executed Permit Transfer Form;
(iv) deliver to the Purchaser an executed Assignment and Assumption of Museum Agreement, if necessary; and

(v) deliver to the Purchaser and an executed Army Holdover Agreement.

10. **DELAYED CLOSING:** Any change to the Closing Date is subject to the written approval of the Government. The Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not caused by any action of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. At its sole discretion, the Government reserves the right to refuse a request for extension of the Closing Date, and the Government may impose additional terms and conditions to grant an extension.

11. **CONTRACT:** The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale ("**Agreement**") between the Purchaser and the Government. Such agreement shall constitute the entire contract, unless modified in writing and signed by both parties, and will be succeeded only by the formal instruments of transfer. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement, or any interest therein, without the written consent of the Government. Any assignment transaction without such consent shall be void. In the event the Government consents to any request to transfer or assign the Agreement, such transferee or assignee, as the case may be, shall be bound by and subject to all of the terms, conditions and obligations set forth in the Agreement.

12. **OFFICIALS NOT TO BENEFIT:** No member of, or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property.

13. **COVENANT AGAINST CONTINGENT FEES:** The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the Agreement without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the bid amount set forth in the bid accepted by the Government. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include Contracted real estate brokers engaged in the business generally.

14. **SALE AND CONVEYANCE:** The sale and conveyance of the Property shall be made subject to the following:
a. All covenants, easements, reservations, restrictions and encumbrances, whether of record or not; and

b. Any statement of facts which a physical inspection and accurate survey of the property may disclose.

15. **ANTI-TRUST LAWS:** The Agreement may be transmitted to the Attorney General of the United States of America for his/her advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may terminate the Agreement in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

16. **METHOD OF SALE:** The Property will be sold by sealed bid. Bids to purchase must be on an ALL CASH basis only. Please refer to Instructions to Bidders for Sealed Bid beginning on Page 18 of this IFB.

17. **REJECTION:** The Government reserves the right to reject any and all bids and to accept a bid that is in the best interest of the Government, price and other factors considered.

18. **LIABILITY:** With respect to any claim against the Government, the extreme measure of the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

19. **TITLE EVIDENCE:** Any bidder, at its sole cost and expense, may procure any title evidence that said bidder desires. GSA will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the Property involved, as it may have available. It is understood that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

20. **TITLE INSURANCE:** The Government does not pay for title insurance but the Purchaser may wish to acquire a title insurance policy from a local title company at its own expense.

21. **CLOSING COST, DOCUMENTARY STAMPS AND COST OF RECORDING:** All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, State and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

    A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to Army and the GSA, within five (5) calendar days after recording, at the following addresses:

    U.S. General Services Administration
    Property Disposal Division (1PR)
    10 Causeway Street, Room 925
    Boston, MA 02222
    U.S. Department of the Army

Assistant Chief of Staff for
Installation Management (DAIM-ODB)
600 Army Pentagon
Washington, D.C., 22310-0600
Attn: Carolyn Jones

SPECIAL TERMS OF SALE

1. FEDERAL AVIATION ADMINISTRATION. The Federal Aviation Administration ("**FAA**") has been apprised of the sale of the Property and since the Property is within six (6) nautical miles of Sikorsky Memorial Airport, the Government's quitclaim deed shall contain a provision that will stipulate that the grantee, its successors and assigns and every successor-in-interest to the Property, or any part thereof, acknowledge that they may be prohibited from allowing any construction or alteration on the Property unless a determination of no hazard to air navigation is issued by FAA in accordance with 14 CFR Part 77 "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

2. CONTINUED OCCUPANCY.

Those certain buildings situated on the Property and known as "Building 6" and "Building 53" are presently occupied by the Connecticut Air and Space Center, Inc. and subject to an agreement attached hereto as Exhibit H (the "**Museum Agreement**"). In the event the term of the Museum Agreement has not expired or been terminated prior to the Closing Date, on the Closing Date, the Army and the Purchaser shall execute an agreement, a form of which is attached hereto as Exhibit I, to effect the assignment and assumption of the rights, terms, conditions and obligations under the Museum Agreement to the Purchaser from and after the Closing Date (the "**Assignment and Assumption of Museum Agreement**").

Pursuant to an agreement (the "**Army Holdover Agreement**"), which shall be executed by the Army and the Purchaser on the Closing Date, the Army shall continue to occupy that portion of space known as "Rooms 1, 2 & 5" in that certain building situated on the Property and known as "Building 1" and the public records area in the rear of Security Headquarters in that certain building situated on the Property and known as "Building 2" for up to 6 months. The purpose of the Army Holdover Agreement is for office and storage space post transfer. The Army Holdover Agreement is attached hereto as Exhibit J.

3. SIKORSKY MEMORIAL AIRPORT

The City of Bridgeport ("**City**") owns and operates the Sikorsky Memorial Airport, which is located directly opposite the Property on Main Street. Bridgeport Airport Services, Inc,. a Connecticut corporation, d/b/a Million Air Bridgeport, a/k/a Atlantic Aviation, occupies that certain property commonly known as Hangars 1, 2, 3 and 4 at said airport (collectively, the "**Hangars**"). The Hangars are served by a fire suppression system and sanitary sewer system (the "**Fire and Sewer System**") located and operated on the subject Property. The Army has maintained the Fire and Sewer System and supplied the Hangars with access to the same. Litigation involving the Fire and Sewer System was settled in accordance with the Settlement Agreement (See Exhibit K), which

provided for the execution of a certain Tripartite Agreement. Said Tripartite Agreement sets forth the responsibilities and financial obligations surrounding the operation and maintenance of the Fire and Sewer System. On the Closing Date, the Purchaser will execute the Tripartite Agreement (see Exhibit L) and from and after the Closing Date, the Purchaser will assume all of the responsibilities and obligations under the same.

4. FINDING OF SUITABILITY FOR EARLY TRANSFER AND CONVEYANCE OF PROPERTY WITHOUT CERCLA ENVIRONMENTAL WARRANTY: Under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. Sec. 9620(h)(3)(A), the Army must provide a covenant (the "**CERCLA Covenant**") warranting that "all remedial actions necessary to protect human health and the environment" have been taken with respect to any remaining hazardous substances prior to the transfer of federal realty to a nonfederal Purchaser. However, under 42 U.S.C. Sec. 9620(h)(3)(C), the Governor of the State where the property is located may defer the CERCLA covenant requirement above if she determines that the Property is suitable for transfer before the completion of all necessary remedial action.

The Army has signed the Finding of Suitability for Early Transfer (the "**FOSET**") which provides the environmental condition of the Property and the Adjacent Land (defined below) and is the Army's determination that while there is hazardous substance contamination present on the Property and the Adjacent Land that needs to be addressed, the Property nonetheless is suitable for early transfer based on the requirements of CERCLA 120(h)(3)(C). The Governor of the State of Connecticut has also provided approval (the "**Governor's Approval**") of an early transfer for commercial/industrial reuse. The FOSET and the Governor's Approval are attached as Exhibit B.

Pursuant to this Agreement, the Purchaser of the Property understands and agrees that it will conduct all necessary remedial actions to protect human health and the environment with respect to any hazardous substances remaining on the Property and the Adjacent Land at the time of conveyance as identified in the FOSET even if there is a significant deviation in the quantity, volume, migration, disbursement, location and/or concentration of hazardous substances subsequently discovered at a particular site than was identified in the FOSET and the Army's existing environmental documentation. The Purchaser shall conduct this response and corrective action on the Property and the Adjacent Land in accordance with all applicable federal and state laws and regulations, including the State of Connecticut's corrective action regulations (Regulations of Connecticut State Agencies (RCSA) 22a-449(c)-105(h)), the Remediation Standard Regulations (RCSA 22a-133k), and as required in the RCRA Stewardship Permit.

The Purchaser will be required to complete all necessary long-term obligations, including but not limited to monitoring, management and enforcement of land use restrictions/controls, and operation and maintenance of all remedial actions, as required to support a determination that the Government's obligations under applicable Federal or state laws and regulations have been or are being satisfied.

5. ADJACENT LAND: A parcel of land comprised of approximately 1.07 acres and located immediately adjacent to the Property (the "**Adjacent Land**") was historically part of the Stratford Army Engine Plant and has been transferred to the Federal Aviation Administration. The Property is subject to the RCRA Stewardship Permit. As more particularly described in Sections 6 and 7 below and on behalf of the Army, the

Purchaser of the Property will assume responsibility for performing all response and corrective actions on the Adjacent Land and for obtaining compliance from the CTDEP under the RCRA Stewardship Permit.

6. PURCHASER TO ASSUME RESPONSIBILITY FOR ENVIRONMENTAL MATTERS ASSOCIATED WITH THE PROPERTY AND THE ADJACENT LAND: The Purchaser shall be obligated to assume responsibility for managing all environmental issues affecting the Property and the Adjacent Land, including performing all work to satisfy all applicable federal, state and local environmental laws and regulations. Except as otherwise provided for under these terms, the Purchaser will assume responsibility for performance of all environmental obligations related to the Property and the Adjacent Land, including performance of all necessary environmental cleanup, waste management, and environmental compliance activities required for the Property and the Adjacent Land.

The Purchaser shall be required to complete any and all remediation necessary for the Property and the Adjacent Land in accordance with all applicable federal and state laws and regulations. The most current environmental information concerning the Property and the Adjacent Land is available at the following website: **www.pointstratfordct.com**.

The Purchaser shall be responsible for making its estimates as to future environmental responsibilities and liabilities and no such matters shall be grounds for revocation of a bid nor any claim for reimbursement or compensation of any kind after a bid has been accepted by the Government. The Government is making available the environmental reports and data it has procured for the Property and the Adjacent Land; these are provided for informational purposes only and the Government makes no warranties with regard to any such information. Bidders shall be deemed to have relied on their own judgment in assessing the environmental condition of the Property and the Adjacent Land as well as any associated responsibilities or liabilities.

7. RCRA STEWARDSHIP PERMIT: Connecticut Department of Environmental Protection ("**CTDEP**") has issued the RCRA Stewardship Permit, which outlines CTDEP's oversight role in the cleanup of the Property and the Adjacent Land, the process for regulatory closure of the Property and the Adjacent Land, a schedule for implementation of cleanup activities, and the applicable cleanup standards. The RCRA Stewardship Permit is currently issued to the Army, but at the closing, the Army will transfer, and the Purchaser must accept, the permit. See RCRA Stewardship Permit attached as Exhibit C.

Prior to the Closing Date, the Purchaser will be responsible, with the assistance of a Licensed Environmental Professional (as such term is defined under Connecticut law) and any necessary input from the Government (including information from past response actions undertaken by the Government), for preparing the Permit Transfer Form (See Exhibit D), Environmental Condition Assessment Form (See Exhibit E) and the Transfer of Establishment Form III (See Exhibit F) to the satisfaction of CTDEP. The Purchaser will be expected to sign the Transfer of Establishment Form III as the Certifying Party. In addition, the Purchaser will also be responsible for meeting any other requirements and payments imposed by CTDEP so that the Purchaser is able to accept the RCRA Stewardship Permit on the Closing Date.

8. DETERMINATION OF REGULATORY COMPLIANCE AND ISSUANCE OF CERCLA COVENANT: The Purchaser shall assume all responsibility and liability for the investigation, evaluation, remediation, and related document preparation necessary to achieve regulatory compliance as determined by the CTDEP with respect to the hazardous substance conditions identified in the FOSET, or as reasonably discernable from the information contained within the FOSET. Upon completion of all remedial actions and subsequent receipt of response action completion letters from CTDEP with respect to hazardous substances on the Property, the Army will provide the Purchaser with a recordable instrument that will provide the CERCLA Covenant for the Property (and not the Adjacent Land) pursuant to CERCLA Section 42 U.S.C. Sec. 9620(h)(3)(C). Pursuant to the terms set forth in the deed for the Property and CERCLA Section 42 U.S.C. Sec. 9620(h)(3)(A), the Army will conduct any additional necessary remedial action with respect to previously unknown hazardous substance sites not identified in the FOSET that are attributable to the past activities of the Army at the Property**.** Upon completion of all remedial actions and subsequent receipt of response action completion letters from CTDEP with respect to hazardous substances on the Adjacent Land, the Purchaser must provide such documentation to the Army. For the Adjacent Land, the Army will conduct any additional necessary remedial action with respect to a previously unknown hazardous substance site if it either: (1) was not identified in the FOSET, or (2) is discovered after the Purchaser receives response action completion letters and the release or disposal occurred as a result of Army activities.

9. TIDAL FLATS ADJACENT TO PROPERTY : Adjacent to the Property lies a riparian area (the "**Tidal Flats**") that may require certain environmental remediation. Under the terms and conditions of this Invitation for Bids, the Purchaser is not responsible for the environmental remediation of the Tidal Flats. However, once a bid for the purchase of the Property has been accepted, the Army, at its sole option, may offer the Purchaser an opportunity to clean the Tidal Flats. Any mutual decision for the Purchaser to assume responsibility for the cleanup of the Tidal Flats will be reflected in a separate written agreement.

10. FINES AND ASSESSMENTS: The Purchaser shall, upon conveyance of the Property, become responsible for any and all fines and assessments that may be imposed by regulators for any failure to comply with the requirements set forth in this Invitation for Bids. The Purchaser shall reimburse the Government for any civil or criminal fines or penalties levied against the Government for any environmental, safety, and occupational health infractions caused by Purchaser or its officials, agents, employees, contractors, and subcontractors, in the conduct of its activities as required under this contract, or as a result of its failure to conduct the required activities.

11. RESERVATION OF ACCESS:

a. Reservation of Access to Conduct Inspections During Remediation by Purchaser: Pursuant to CERCLA Section 120(h)(3), the Government shall reserve, for itself and its officials, agents, employees, contractors, subcontractors, and designees, the right to access the Property to conduct inspections and/or testing, to evaluate the Purchaser's remediation activities, and to verify progress and completion of these activities.

b. Reservation of Access to Conduct Environmental Activities: Pursuant to CERCLA Section 120(h)(3), the Government shall reserve, for itself and its officials, agents, employees, contractors, subcontractors, and designees, the

right to access the Property, including the right of access to and use of utilities at the Government's reasonable expense, for the purpose of entering onto the Property to conduct environmental investigation and/or response.

12. LAND-USE RESTRICTIONS AND NOTICES:

Bidders are hereby made aware of the notifications and land use controls that will be included in the deed. The following Land Use Restrictions will be inserted into the deed as provided in the FOSET (see FOSET for specific language to be included in the deed), and will remain therein as long as site conditions require them to protect human health and the environment:

(1) Residential Use Restriction
(2) Groundwater Restriction
(3) No Public Access
(4) No Dig/Land Disturbance Restriction
(5) No Disturbance of Lagoon Covers
(6) Restriction on the Use of the Causeway

The FOSET contains notices for the following environmental conditions (see FOSET for specific language to be included in the deed):

(1) Vapor Intrusion
(2) Asbestos Containing Material
(3) Lead-Based Paint

Bidders are encouraged to review the FOSET before making a bid.

Pursuant to RCSA Section 22a-133q-1, the Purchaser is hereby advised that CTDEP will require the Purchaser to enter into a certain Declaration of Environmental Land Use Restriction and Grant of Easement. A sample of such document can be viewed by bidders on CTDEP's website (http://www.ct.gov.dep).

13. COASTAL ZONE MANAGEMENT: The Army submitted a coastal zone management consistency determination in 2008 and received concurrence from the Commissioner of CTDEP in a letter dated September 30, 2008. A copy of said letter is attached hereto as Exhibit M. The following provision will be included in the deed:

"The grantee shall comply with the goals and policies of the State of Connecticut's federally approved Coastal Management Program and with applicable regulatory standards established by the state of Connecticut for the public use of the waterfront."

Bidders are encouraged to contact the CTDEP prior to submitting a bid for information regarding reuse of the waterfront area of the Property.

14. HOLD HARMLESS: The following language will be included in the deed:

"A. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses,

and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance**.**

B. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modifications or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including, but not limited to, any costs associated with additional investigation or remediation of asbestos or lead-based paint.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations."

15. POST TRANSFER DISCOVERY OF CONTAMINATION: The following language will be included in the deed:

"A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.

B. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the execution and delivery of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws."

16. PESTICIDES DISCLOSURE: The bidder is notified that the Property may contain the presence of pesticides that have been applied in the management of the property. The Government knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec.

9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

17. PROJECT REPOSITORY AND THE ADMINISTRATIVE RECORD:
The Army is responsible for maintaining the Administrative Record at the Property. The Purchaser shall maintain a project repository for the Property as required by the RCRA Stewardship Permit and consistent with CERCLA, the NCP, and other applicable laws and/or regulations of project-related environmental cleanup information generated after property transfer. This repository will contain pertinent documentation for project reviews or justification and to provide a clear record of the approach used to achieve the remedial action goals and corrective action for the environmental sites. The Purchaser will also provide these documents in hardcopies and/or electronically to interested public members who request to receive these documents. When the Purchaser has completed all necessary response and corrective actions and obtained regulatory closure, the Purchaser shall provide all project-related environmental cleanup information (original and an electronic file copy) to the Army for the maintenance of the Administrative Record

INSTRUCTIONS TO BIDDERS FOR SEALED BID

1. OFFICIAL BID FORM AND BIDDER INFORMATION DOCUMENT.
(a) Bids must be submitted in duplicate on the Official Bid Form, along with all information and certifications called for thereon. The Official Bid Form must be accompanied by: (i) the Bidder Information Document and responses to the information requested in the same; and (ii) the bid deposit (described in Section 2 below). The Official Bid Form and the Bidder Information Document are attached hereto as Exhibit N and Exhibit O. The materials described in this Section 1(a) must contain original signatures where indicated and be received at the Place of Bid Opening (described in Section 3 below) before **3:00pm EST** on January 27, 2011 (the "**Bid Opening Date**"). Bids submitted in any other manner or which fail to furnish all information, certifications or signatures required may be summarily rejected. Bids may be modified or withdrawn prior to the Bid Opening Date.

(b) Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.

(c) Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.

(d) Each bidder is encouraged to retain a copy of all documents submitted.

(e) Each bid submitted shall be deemed to have been made with full knowledge of all information, terms, conditions, and requirements contained or referenced in this Invitation for Bids. The failure of any bidder to inspect, or to be fully informed as to the condition of any or all portions of the Property will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the Bid Opening Date.

2. MINIMUM BID AND BID DEPOSIT. The **minimum bid** for the Property is **$2,000,000**. Each bid must be accompanied by a bid deposit of **not less than $2,000,000**, in the form of a certified check, cashier's check, or postal money order made payable to the **US General Services Administration**. Failure to so provide such bid deposit shall require rejection of the bid.

The bidder, at its option, may be named as an alternative payee. This will enable bidders whose bids are rejected to negotiate the instrument once it is returned.

Upon acceptance of a bid, the bid deposit of the successful bidder shall be applied toward payment of the successful bidder's remaining balance of the purchase price. Bid deposits accompanying bids which are rejected will be returned to bidders, without interest, within five (5) working days after rejection of the bids.

3. BID ENVELOPES. Envelopes containing bids must be sealed and addressed to:
U.S. General Services Administration
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 1085
Boston, MA 02222
617-565-5700

The above-listed address is referred to in this Invitation for Bids as the "**Place of Bid Opening**".

The name and address of the bidder must be shown in the upper left corner of the bid envelope. On the lower left corner of the envelope it must state: Invitation number: 1PZ-10-001, Bid Opening Date: **January 27, 2011, Time: 3:00pm EST**

No responsibility will attach to any officer of GSA for the premature opening of, or failure to open, a bid not properly addressed and identified.

Bids must be received prior to the Bid Opening Date. Bids submitted in accordance with this Invitation for Bids will be opened publicly at 3:00 pm EST at the Place of Bid Opening on the Bid Opening Date.

4. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.
(a) Any bid received at the office designated in this Invitation for Bids after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a an Invitation for Bids requiring receipt of bids by the 20th of the month must have been mailed by the 15th); or

(2) Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at GSA installation; or

(3) Was sent by US Postal Service "Express Mail Next Day Service-Post Office to Addressee", not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and US Federal holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at GSA installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by US Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision. Therefore, bidders should request the shipper to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding any other language of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received, and may be accepted.

5. BID EXECUTED ON BEHALF OF BIDDER. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his or her Power of Attorney or other evidence of his authority to act on behalf of the bidder.

(a) **CORPORATION**. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. This certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

(b) **PARTNERSHIP**. If the bidder is a partnership, and all partners sign the bid with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

(c) **LIMITED LIABILITY CORPORATION (LLC)**. If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

6. REQUEST FOR INFORMATION. Upon a request sent to the General Services Administration, Real Property Utilization and Disposal Division, Thomas P. O'Neill Federal Building, 10 Causeway Street, Room 925, Boston, MA 02222, GSA will provide additional copies of this Invitation for Bids and will answer requests for additional available information concerning the Property to facilitate preparation of bids.

7. BIDS TO BE OPENED AT SPECIFIED TIME. It shall be the duty of each bidder to see that its bid is delivered by the time and at the Place of Bid Opening prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed

in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification, or withdrawal received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided under Section 4 above. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested that may be present either in person or by representative.

8. **WAIVER OF INFORMALITIES OR IRREGULARITIES.** The Government may, at its election, waive any minor informality or irregularity in bids received.

9. **EVALUATION OF BID AND RIGHT TO REQUEST ADDITIONAL INFORMATION FROM BIDDER.**

(a) Following the Bid Opening Date, the Government will establish a board comprised of members from the Army and GSA (the "**Evaluation Board**") to evaluate and review each bid that conforms with the requirements set forth in this Invitation for Bids. The Evaluation Board will determine which bid, if any, will be most advantageous for the Government to accept. It is understood and agreed, however, that the Government is not required to accept a bid and the Evaluation Board shall have the right to determine, in its sole and absolute discretion, that none of the bids submitted should be accepted by the Government.

(b) The Evaluation Board will use a number of factors to evaluate a bid. These factors will include the following:

(i) the bid amount;
(ii) the bidder's ability to meet all terms and conditions of the sale as described in this Invitation for Bids including, without limitation:
- the bidder's ability to perform and finance the environmental response and corrective action described in this Invitation for Bids and the ability to pay the balance of the purchase price on the Closing Date;
- the bidder's experience with past projects of a similar nature, scope and scale; and
- the nature and extent of the qualifications, experience and past performance of the bidder (and any other entity or person it anticipates retaining to meet the obligations contained in this Invitation for Bids); and

(iii) any other factors the Evaluation Board desires to consider.

(c) The Evaluation Board shall have the right, in its sole and absolute discretion, to request additional information from any bidder in order to assist the Evaluation Board in its evaluation of a bid including, without limitation, information and/or documentation to substantiate any responses contained within a bidder's Bidder Information Document. The Evaluation Board shall further have the right, in its sole and absolute discretion, to perform its own independent background analyses on any bid submitted which may include, but shall not be limited to include, directly contacting any third party entity referenced in the bidder's Bidder Information Document and/or referenced in any materials submitted in response to any request for additional information made by the Evaluation Board.

10. NOTICE OF ACCEPTANCE OR REJECTION. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when electronically mailed or mailed to the bidder or its duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids received or portions thereof.

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EXHIBIT A

PROPERTY SURVEY MAP

NOTES AND VARIOUS RESEARCH DOCUMENTS SUPPLIED

1. "PROPERTY SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR UNITED AIRCRAFT CORPORATION, SCALE 1"= 100'; DATED JUNE 14, 1949 BY FULLER & COMPANY, INC.

2. "PROPERTY SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR DEFENSE PLANT CORPORATION, SCALE 1"= 40'; DATED APRIL 15, 1944 BY FULLER & COMPANY, INC. (RECORD MAP NUMBER 482).

3. "TITLE SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR SIKORSKY AVIATION CORPORATION, SCALE 1"= 50'; DATED OCTOBER 1, 1931 BY FULLER & COMPANY, INC. (RECORD MAP NUMBER 898).

4. "PROPERTY SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR THE LAND AND HOME DEVELOPMENT Co., FOR JAMES SNIFFEN, SCALE 1"= 100'; DATED SEPTEMBER 27, 1952 BY FRANK B. JAYNES & ASSOCIATES (RECORD MAP NUMBER 983).

5. "PROPERTY SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR PROJECT No. FY82/01B STRATFORD ARMY ENGINE PLANT AT AVCO PROPERTY, SCALE 1"= 50'; DATED JULY 23, 1980 BY AM ENGINEERING, P.C. (RECORD MAP NUMBER 2820).

5. "HISTORIC SHORELINES, STRATFORD ARMY ENGINE PLANT, STRATFORD, CONNECTICUT BY ALLIED SIGNAL, INC. AND DEPARTMENT OF THE ARMY, NEW YORK DISTRICT, NORTH ATLANTIC DIVISION, SCALE 1"= 150' AND REFERENCED AS PROJECTS\ESPS\SAEP\GIS\DATAGATHERFRAMAP\R14.DWG.

6. "COMPILATION PLAN, STRATFORD ARMY ENGINE PLANT, STRATFORD, CONNECTICUT BY DEPARTMENT OF THE ARMY, OFFICE OF THE NEW YORK DISTRICT ENGINEER, NORTH ATLANTIC DIVISION, SCALE 1"= 200'; DATED DECEMBER 13, 1976 (DRAWING NUMBER NY-800).

7. CONNECTICUT STATE HIGHWAY DEPARTMENT, RIGHT OF WAY MAP, TOWN OF STRATFORD; SOUTH MAIN STREET FROM QUATER LANE SOUTHERLY TO SNIFFEN ROAD, MAP NUMBER 785; SOUTH MAIN STREET FROM SNIFFEN LANE SOUTHERLY TO SHORT BEACH ROAD, MAP NUMBER 786.

8. VARIOUS DEEDS OF RECORD.

9. MEAN HIGH WATER ELEVATION IS 4.0' NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929 AS DEFINED ON TIDAL FLOOD PROFILE NO. 2 FOR THE NEW ENGLAND COASTLINE FLOOD STUDY AS PREPARED BY THE DEPARTMENT OF THE ARMY, NEW ENGLAND DIVISION, CORPS OF ENGINEERS, DRAWING PLATE C-5.

10. THIS SURVEY HAS BEEN PREPARED USING A "LIMITED DEPENDENT RESURVEY" PREPARED BY T.V.G.A. ENGINEERING, SURVEYING, P.C. IN ACCORDANCE WITH THE STANDARDS OF A CLASS A-2 SURVEY AS DEFINED IN THE STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT, PREPARED AND ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. SEPTEMBER 26, 1996.

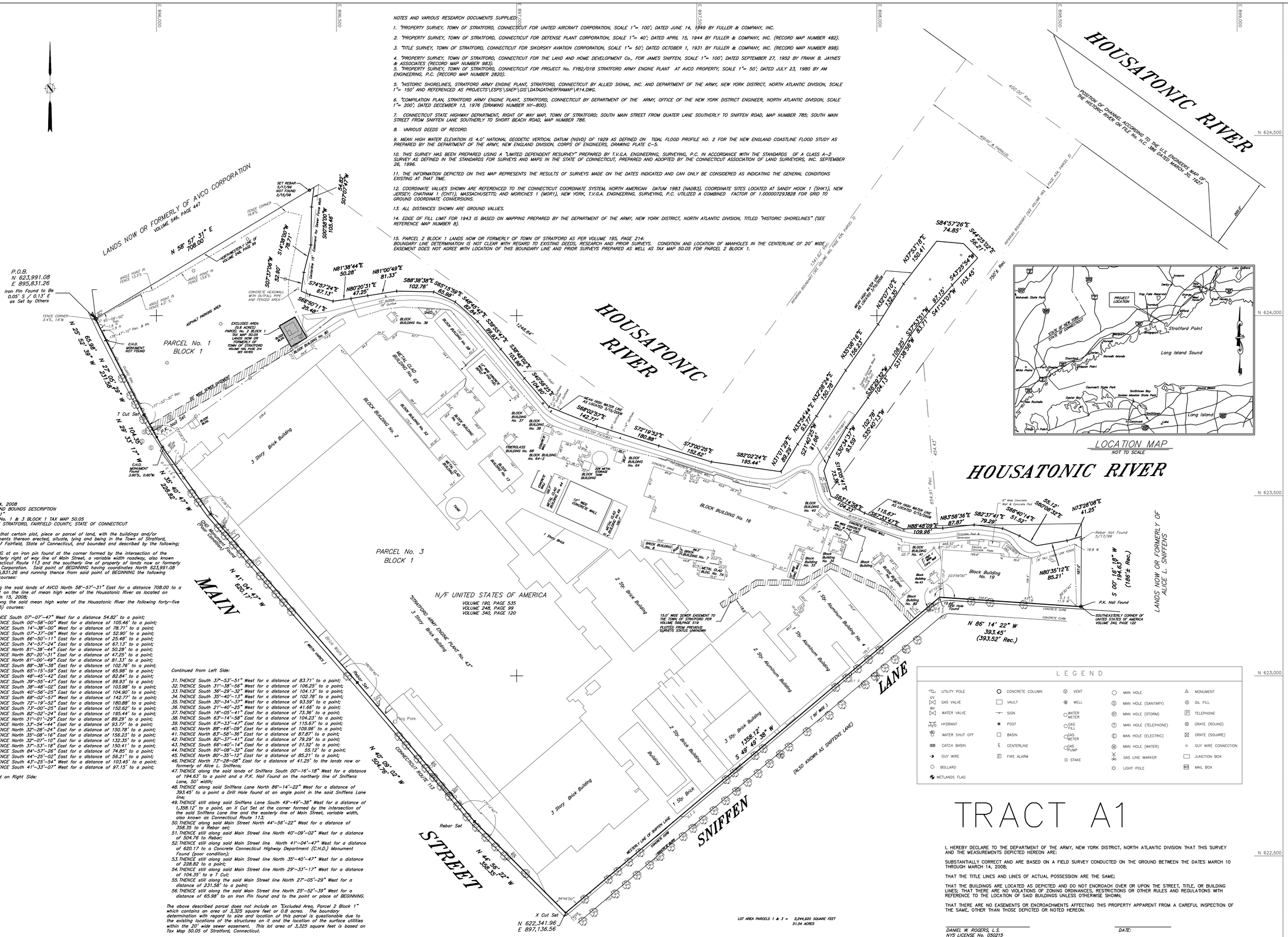
11. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.

12. COORDINATE VALUES SHOWN ARE REFERENCED TO THE CONNECTICUT COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83), COORDINATE SITES LOCATED AT SANDY HOOK 1 ('SHK1), NEW JERSEY; CHATHAM 1 (CH11), MASSACHUSETTS; AND MORICHES 1 (MOR1), NEW YORK, T.V.G.A. ENGINEERING, SURVEYING, P.C. UTILIZED A COMBINED FACTOR OF 1.000007293828 FOR GRID TO GROUND COORDINATE CONVERSIONS.

13. ALL DISTANCES SHOWN ARE GROUND VALUES.

14. EDGE OF FILL LIMIT FOR 1943 IS BASED ON MAPPING PREPARED BY THE DEPARTMENT OF THE ARMY, NEW YORK DISTRICT, NORTH ATLANTIC DIVISION, TITLED "HISTORIC SHORELINES" (SEE REFERENCE MAP NUMBER 8).

15. PARCEL 2 BLOCK 1 LANDS NOW OR FORMERLY OF TOWN OF STRATFORD AS PER VOLUME 195, PAGE 214: BOUNDARY LINE DETERMINATION IS NOT CLEAR WITH REGARD TO EXISTING DEEDS, RESEARCH AND PRIOR SURVEYS. CONDITION AND LOCATION OF MANHOLES IN THE CENTERLINE OF 20' WIDE EASEMENT DOES NOT AGREE WITH LOCATION OF THIS BOUNDARY LINE AND PRIOR SURVEYS PREPARED AS WELL AS TAX MAP 50.05 FOR PARCEL 2 BLOCK 1.



March 14, 2008
METES AND BOUNDS DESCRIPTION
"TRACT A1"
PARCEL No. 1 & 3 BLOCK 1 TAX MAP 50.05
TOWN OF STRATFORD, FAIRFIELD COUNTY, STATE OF CONNECTICUT

All that certain plot, piece or parcel of land, with the buildings and/or improvements thereon erected, situate, lying and being in the Town of Stratford, County of Fairfield, State of Connecticut, and bounded and described by the following;

BEGINNING at an iron pin found at the corner formed by the intersection of the northeasterly right of way line of Main Street, a variable width roadway, also known as Connecticut Route 113 and the southerly line of property of lands now or formerly of AVCO Corporation. Said point of BEGINNING having coordinates North 623,991.08 East 895,831.26 and running thence from said point of BEGINNING the following several courses:

1. Along the said lands of AVCO North 58°-57'-31" East for a distance 708.00 to a point on the line of mean high water of the Housatonic River as located on March 15, 2008;
   Along the said mean high water of the Housatonic River the following forty-five (45) courses:

2. THENCE South 07°-07'-47" West for a distance 54.82' to a point;
3. THENCE South 00°-58'-00" West for a distance of 105.46' to a point;
4. THENCE South 14°-38'-00" West for a distance of 78.71' to a point;
5. THENCE South 07°-37'-06" West for a distance of 52.90' to a point;
6. THENCE South 66°-50'-11" East for a distance of 25.48' to a point;
7. THENCE South 74°-57'-24" East for a distance of 67.13' to a point;
8. THENCE North 81°-38'-44" East for a distance of 50.28' to a point;
9. THENCE North 80°-20'-31" East for a distance of 47.25' to a point;
10. THENCE North 81°-00'-49" East for a distance of 81.33' to a point;
11. THENCE South 88°-38'-38" East for a distance of 102.76' to a point;
12. THENCE South 65°-15'-59" East for a distance of 65.98' to a point;
13. THENCE South 48°-45'-42" East for a distance of 62.84' to a point;
14. THENCE South 39°-55'-47" East for a distance of 99.93' to a point;
15. THENCE South 38°-48'-02" East for a distance of 103.98' to a point;
16. THENCE South 40°-56'-25" East for a distance of 104.90' to a point;
17. THENCE South 68°-02'-57" West for a distance of 142.77' to a point;
18. THENCE South 72°-19'-52" East for a distance of 180.88' to a point;
19. THENCE South 73°-00'-25" East for a distance of 152.62' to a point;
20. THENCE South 82°-02'-24" East for a distance of 195.44' to a point;
21. THENCE North 31°-01'-29" East for a distance of 89.29' to a point;
22. THENCE North 33°-54'-44" East for a distance of 93.77' to a point;
23. THENCE North 32°-28'-24" East for a distance of 150.78' to a point;
24. THENCE North 35°-08'-16" East for a distance of 156.23' to a point;
25. THENCE North 32°-07'-10" East for a distance of 132.35' to a point;
26. THENCE North 37°-53'-18" East for a distance of 150.41' to a point;
27. THENCE South 84°-57'-26" East for a distance of 74.85' to a point;
28. THENCE South 44°-25'-02" East for a distance of 56.21' to a point;
29. THENCE South 43°-25'-54" West for a distance of 103.45' to a point;
30. THENCE South 41°-33'-07" West for a distance of 97.15' to a point;

Continued on Right Side:

Continued from Left Side:

31. THENCE South 37°-53'-51" West for a distance of 83.71' to a point;
32. THENCE South 31°-38'-56" West for a distance of 106.25' to a point;
33. THENCE South 36°-29'-32" West for a distance of 104.13' to a point;
34. THENCE South 35°-40'-13" West for a distance of 102.78' to a point;
35. THENCE South 30°-34'-37" West for a distance of 93.59' to a point;
36. THENCE South 21°-40'-25" West for a distance of 41.66' to a point;
37. THENCE South 16°-05'-41" East for a distance of 73.36' to a point;
38. THENCE South 63°-14'-58" East for a distance of 104.23' to a point;
39. THENCE South 67°-33'-47" East for a distance of 115.67' to a point;
40. THENCE North 88°-48'-09" East for a distance of 109.96' to a point;
41. THENCE North 83°-58'-36" East for a distance of 87.87' to a point;
42. THENCE South 82°-37'-41" East for a distance of 79.29' to a point;
43. THENCE South 66°-40'-14" East for a distance of 51.52' to a point;
44. THENCE South 60°-08'-32" East for a distance of 55.12' to a point;
45. THENCE North 80°-35'-12" East for a distance of 85.21' to a point;
46. THENCE North 73°-28'-08" East for a distance of 41.25' to the lands now or formerly of Alice L. Sniffens;
47. THENCE along the said lands of Sniffens South 00°-16'-18" West for a distance of 194.63' to a point and a P.K. Nail Found on the northerly line of Sniffens Lane, 50' width;
48. THENCE along said Sniffens Lane North 86°-14'-22" West for a distance of 393.45' to a point a Drill Hole found at an angle point in the said Sniffens Lane line;
49. THENCE still along said Sniffens Lane South 49°-49'-38" West for a distance of 1,358.12' to a point, an X Cut Set at the corner formed by the intersection of the said Sniffens Lane line and the easterly line of Main Street, variable width, also known as Connecticut Route 113;
50. THENCE along said Main Street North 44°-56'-22" West for a distance of 358.35 to a Rebar set;
51. THENCE still along said Main Street line North 40°-09'-02" West for a distance of 504.78 to Rebar;
52. THENCE still along said Main Street line North 41°-04'-47" West for a distance of 620.17 to a Concrete Connecticut Highway Department (C.H.D.) Monument Found (poor condition);
53. THENCE still along said Main Street line North 35°-40'-47" West for a distance of 228.82 to a point;
54. THENCE still along said Main Street line North 29°-33'-17" West for a distance of 104.35' to a T Cut;
55. THENCE still along the said Main Street line North 27°-05'-29" West for a distance of 231.58' to a point;
56. THENCE still along the said Main Street line North 25°-52'-39" West for a distance of 65.98' to an Iron Pin found and to the point or place of BEGINNING.

The above described parcel does not include an "Excluded Area, Parcel 2 Block 1" which contains an area of 3,325 square feet or 0.8 acres. The boundary determination with regard to size and location of this parcel is questionable due to the existing locations of the structures on it and the location of the surface utilities within the 20' wide sewer easement. This lot area of 3,325 square feet is based on Tax Map 50.05 of Stratford, Connecticut.

The above described parcel TRACT A1 contains an area of 2,244,920 square feet or 51.54 acres.

TRACT A1

I, HEREBY DECLARE TO THE DEPARTMENT OF THE ARMY, NEW YORK DISTRICT, NORTH ATLANTIC DIVISION THAT THIS SURVEY AND THE MEASUREMENTS DEPICTED HEREON ARE:

SUBSTANTIALLY CORRECT AND ARE BASED ON A FIELD SURVEY CONDUCTED ON THE GROUND BETWEEN THE DATES MARCH 10 THROUGH MARCH 14, 2008;

THAT THE TITLE LINES AND LINES OF ACTUAL POSSESSION ARE THE SAME;

THAT THE BUILDINGS ARE LOCATED AS DEPICTED AND DO NOT ENCROACH OVER OR UPON THE STREET, TITLE, OR BUILDING LINES; THAT THERE ARE NO VIOLATIONS OF ZONING ORDINANCES, RESTRICTIONS OR OTHER RULES AND REGULATIONS WITH REFERENCE TO THE LOCATION OF SAID BUILDINGS UNLESS OTHERWISE SHOWN;

THAT THERE ARE NO EASEMENTS OR ENCROACHMENTS AFFECTING THIS PROPERTY APPARENT FROM A CAREFUL INSPECTION OF THE SAME, OTHER THAN THOSE DEPICTED OR NOTED HEREON.

DANIEL W. ROGERS, L.S.
NYS LICENSE No. 050215

DATE:

US ARMY CORPS OF ENGINEERS NEW YORK DISTRICT

ROGERS SURVEYING, P.L.L.C.
P.O. BOX 1000 MONROE, CONNECTICUT 06468
(718) 447-7337 Fax (718) 273-3640

DATES OF SURVEY: 12-14 MARCH 2008

FILE NO.: REQUEST NO.1

SCALE: ONE INCH = 100 FEET

FIELD BOOKS: 719

APPROVED: D. ROGERS — PROJECT SURVEYOR
APPROVED: P. RACINE — PROJECT MANAGER
APPROVED: WAM II — ASST/CHIF FLDS/P. BURST
APPROVED: F. POSTIGLIONE — CHIF OF SURVEY
DATE: 6 MARCH 2009

DEPARTMENT OF THE ARMY
NEW YORK DISTRICT
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278

OPERATIONS DIVISION
SURVEY SECTION
CENAN-OP-S

STRATFORD ARMY ENGINE PLANT
(FORMERLY AVCO PLANT 43)
STRATFORD, CONNECTICUT

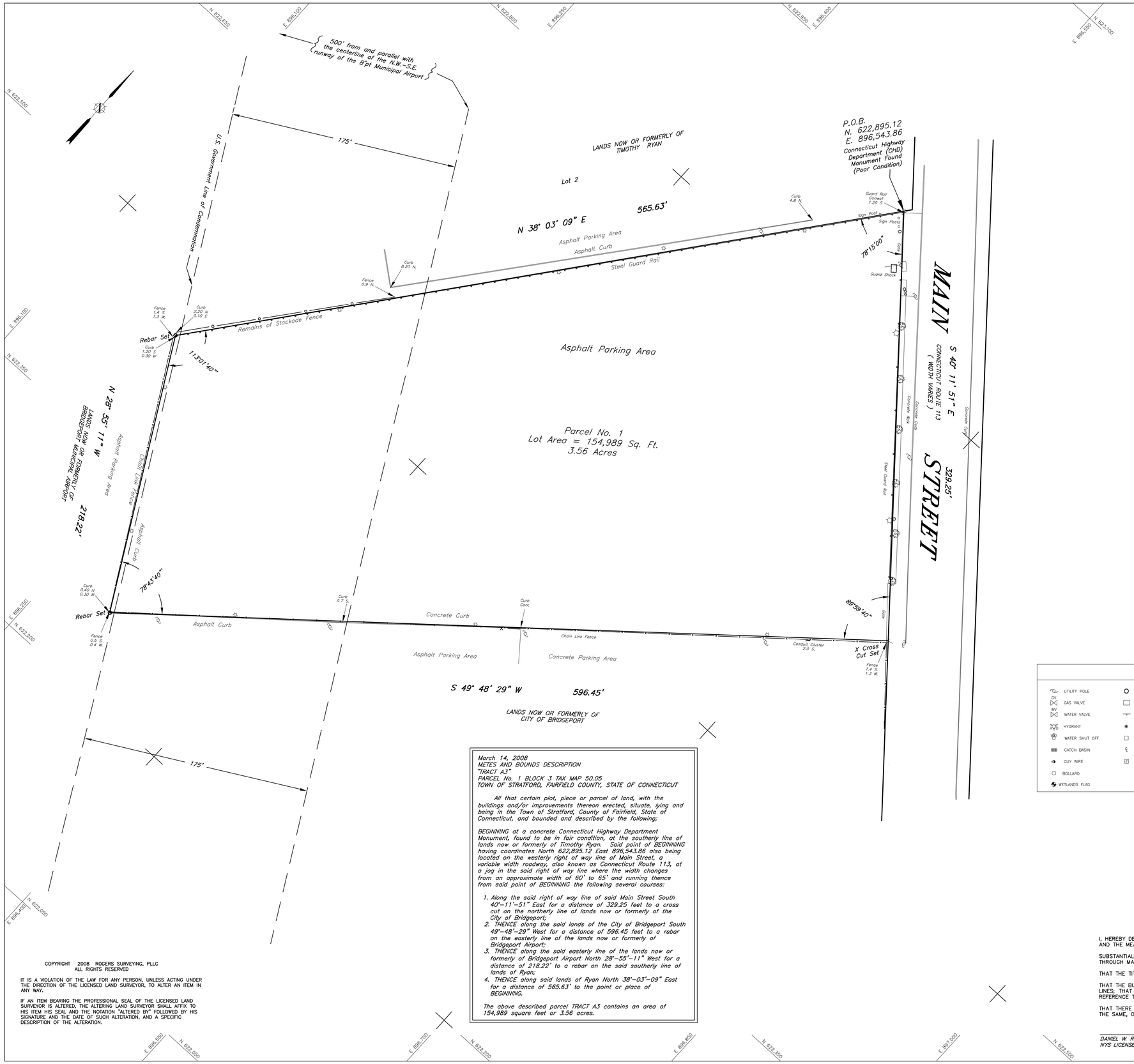
BOUNDARY SURVEY

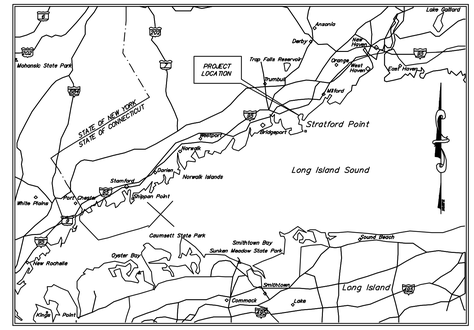
VH-102

SHEET 2 OF 4

CORPS OF ENGINEERS

U. S. ARMY





LOCATION MAP

NOT TO SCALE

NOTES AND VARIOUS RESEARCH DOCUMENTS SUPPLIED:

1. "PROPERTY SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR UNITED AIRCRAFT CORPORATION, SCALE 1"= 100'; DATED JUNE 14, 1949 BY FULLER & COMPANY, INC.

2. "PROPERTY SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR DEFENSE PLANT CORPORATION, SCALE 1"= 40'; DATED APRIL 15, 1944 BY FULLER & COMPANY, INC. (RECORD MAP NUMBER 482).

3. "TITLE SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR SIKORSKY AVIATION CORPORATION, SCALE 1"= 50'; DATED OCTOBER 1, 1931 BY FULLER & COMPANY, INC. (RECORD MAP NUMBER 898).

4. "PROPERTY SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR THE LAND AND HOME DEVELOPMENT Co., FOR JAMES SNIFFEN, SCALE 1"= 100'; DATED SEPTEMBER 27, 1952 BY FRANK B. JAYNES & ASSOCIATES (RECORD MAP NUMBER 983).

5. "PROPERTY SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR PROJECT No. FY82/018 STRATFORD ARMY ENGINE PLANT AT AVCO PROPERTY, SCALE 1"= 50'; DATED JULY 23, 1980 BY AM ENGINEERING, P.C. (RECORD MAP NUMBER 2820).

5. "HISTORIC SHORELINES, STRATFORD ARMY ENGINE PLANT, STRATFORD, CONNECTICUT BY ALLIED SIGNAL, INC. AND DEPARTMENT OF THE ARMY, NEW YORK DISTRICT, NORTH ATLANTIC DIVISION, SCALE 1"= 150' AND REFERENCED AS PROJECTS\ESPS\SAEP\GIS\DATAGATHERFRAMAP\R14.DWG.

6. "COMPILATION PLAN, STRATFORD ARMY ENGINE PLANT, STRATFORD, CONNECTICUT BY DEPARTMENT OF THE ARMY, OFFICE OF THE NEW YORK DISTRICT ENGINEER, NORTH ATLANTIC DIVISION, SCALE 1"= 200'; DATED DECEMBER 13, 1978 (DRAWING NUMBER NY-800).

7. CONNECTICUT STATE HIGHWAY DEPARTMENT, RIGHT OF WAY MAP, TOWN OF STRATFORD; SOUTH MAIN STREET FROM QUATER LANE SOUTHERLY TO SNIFFEN ROAD, MAP NUMBER 785; SOUTH MAIN STREET FROM SNIFFEN LANE SOUTHERLY TO SHORT BEACH ROAD, MAP NUMBER 786.

8. VARIOUS DEEDS OF RECORD.

9. MEAN HIGH WATER ELEVATION IS 4.0' NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929 AS DEFINED ON TIDAL FLOOD PROFILE NO. 2 FOR THE NEW ENGLAND COASTLINE FLOOD STUDY AS PREPARED BY THE DEPARTMENT OF THE ARMY, NEW ENGLAND DIVISION, CORPS OF ENGINEERS, DRAWING PLATE C-5.

10. THIS SURVEY HAS BEEN PREPARED USING A "LIMITED DEPENDENT RESURVEY" PREPARED BY T.I.G.A. ENGINEERING, SURVEYING, P.C. IN ACCORDANCE WITH THE STANDARDS OF A CLASS A-2 SURVEY AS DEFINED IN THE STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT, PREPARED AND ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. SEPTEMBER 26, 1996.

11. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.

12. COORDINATE VALUES SHOWN ARE REFERENCED TO THE CONNECTICUT COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83). COORDINATE SITES LOCATED AT SANDY HOOK 1 (SHK1), NEW JERSEY; CHATHAM 1 (CHT1), MASSACHUSETTS; AND MORICHES 1 (MOR1), NEW YORK, T.V.G.A. ENGINEERING, SURVEYING, P.C. UTILIZED A COMBINED FACTOR OF 1.000007293828 FOR GRID TO GROUND COORDINATE CONVERSIONS.

13. ALL DISTANCES SHOWN ARE GROUND VALUES.

14. TAX MAP 50.05 OF STRATFORD CONNECTICUT DATED 10-01-01.

LEGEND

UTILITY POLE	CONCRETE COLUMN	VENT	MAN HOLE	MONUMENT
GAS VALVE	VAULT	WELL	MAN HOLE (SANITARY)	OIL FILL
WATER VALVE	SIGN	WATER METER	MAN HOLE (STORM)	TELEPHONE
HYDRANT	POST	GAS FILL	MAN HOLE (TELEPHONE)	GRATE (ROUND)
WATER SHUT OFF	BASIN	GAS METER	MAN HOLE (ELECTRIC)	GRATE (SQUARE)
CATCH BASIN	CENTERLINE	GAS PUMP	MAN HOLE (WATER)	GUY WIRE CONNECTION
GUY WIRE	FIRE ALARM	STAKE	GAS LINE MARKER	JUNCTION BOX
BOLLARD			LIGHT POLE	MAIL BOX
WETLANDS FLAG				

March 14, 2008
METES AND BOUNDS DESCRIPTION
"TRACT A3"
PARCEL No. 1 BLOCK 3 TAX MAP 50.05
TOWN OF STRATFORD, FAIRFIELD COUNTY, STATE OF CONNECTICUT

All that certain plot, piece or parcel of land, with the buildings and/or improvements thereon erected, situate, lying and being in the Town of Stratford, County of Fairfield, State of Connecticut, and bounded and described by the following;

BEGINNING at a concrete Connecticut Highway Department Monument, found to be in fair condition, at the southerly line of lands now or formerly of Timothy Ryan. Said point of BEGINNING having coordinates North 622,895.12 East 896,543.86 also being located on the westerly right of way line of Main Street, a variable width roadway, also known as Connecticut Route 113, at a jog in the said right of way line where the width changes from an approximate width of 60' to 65' and running thence from said point of BEGINNING the following several courses:

1. Along the said right of way line of said Main Street South 40°-11'-51" East for a distance of 329.25 feet to a cross cut on the northerly line of lands now or formerly of the City of Bridgeport;
2. THENCE along the said lands of the City of Bridgeport South 49°-48'-29" West for a distance of 596.45 feet to a rebar on the easterly line of the lands now or formerly of Bridgeport Airport;
3. THENCE along the said easterly line of the lands now or formerly of Bridgeport Airport North 28°-55'-11" West for a distance of 218.22' to a rebar on the said southerly line of lands of Ryan;
4. THENCE along said lands of Ryan North 38°-03'-09" East for a distance of 565.63' to the point or place of BEGINNING.

The above described parcel TRACT A3 contains an area of 154,989 square feet or 3.56 acres.

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ALL RIGHTS RESERVED

IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE LICENSED LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY.

IF AN ITEM BEARING THE PROFESSIONAL SEAL OF THE LICENSED LAND SURVEYOR IS ALTERED, THE ALTERING LAND SURVEYOR SHALL AFFIX TO HIS ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

TRACT A3
PARCEL No. 1
BLOCK 3
TAX MAP 50.05

I, HEREBY DECLARE TO THE DEPARTMENT OF THE ARMY, NEW YORK DISTRICT, NORTH ATLANTIC DIVISION THAT THIS SURVEY AND THE MEASUREMENTS DEPICTED HEREON ARE:

SUBSTANTIALLY CORRECT AND ARE BASED ON A FIELD SURVEY CONDUCTED ON THE GROUND BETWEEN THE DATES MARCH 10 THROUGH MARCH 14, 2008;

THAT THE TITLE LINES AND LINES OF ACTUAL POSSESSION ARE THE SAME;

THAT THE BUILDINGS ARE LOCATED AS DEPICTED AND DO NOT ENCROACH OVER OR UPON THE STREET, TITLE, OR BUILDING LINES; THAT THERE ARE NO VIOLATIONS OF ZONING ORDINANCES, RESTRICTIONS OR OTHER RULES AND REGULATIONS WITH REFERENCE TO THE LOCATION OF SAID BUILDINGS UNLESS OTHERWISE SHOWN;

THAT THERE ARE NO EASEMENTS OR ENCROACHMENTS AFFECTING THIS PROPERTY APPARENT FROM A CAREFUL INSPECTION OF THE SAME, OTHER THAN THOSE DEPICTED OR NOTED HEREON.

DANIEL W. ROGERS, L.S.
NYS LICENSE No. 050215

DATE:

US ARMY CORPS OF ENGINEERS NEW YORK DISTRICT

ROGERS SURVEYING, P.L.L.C.
LAND SURVEYORS & CONSULTANTS
(718) 447 7311 fax (718) 273 3560

DATES OF SURVEY: 12-14 MARCH 2008

FILE NO.: REQUEST NO.:

SCALE: ONE INCH = 30 FEET

FIELD BOOKS: 719

APPROVED: D. ROGERS — CHIEF SURVEYOR
APPROVED: P. RACINE — PROJECT MANAGER
APPROVED: WAM II — ASSISTANT CHIEF OF SURVEY
APPROVED: F. POSTIGLIONE — CHIEF OF SURVEY
DATE: XXXXXX

DEPARTMENT OF THE ARMY
NEW YORK DISTRICT
CORPS OF ENGINEERS
NEW YORK, NEW YORK 10278

OPERATIONS DIVISION
SURVEY SECTION
CENAN-OP-S

STRATFORD ARMY ENGINE PLANT
(FROMERLY AIR FORCE PLANT 43)
STRATFORD, CONNECTICUT

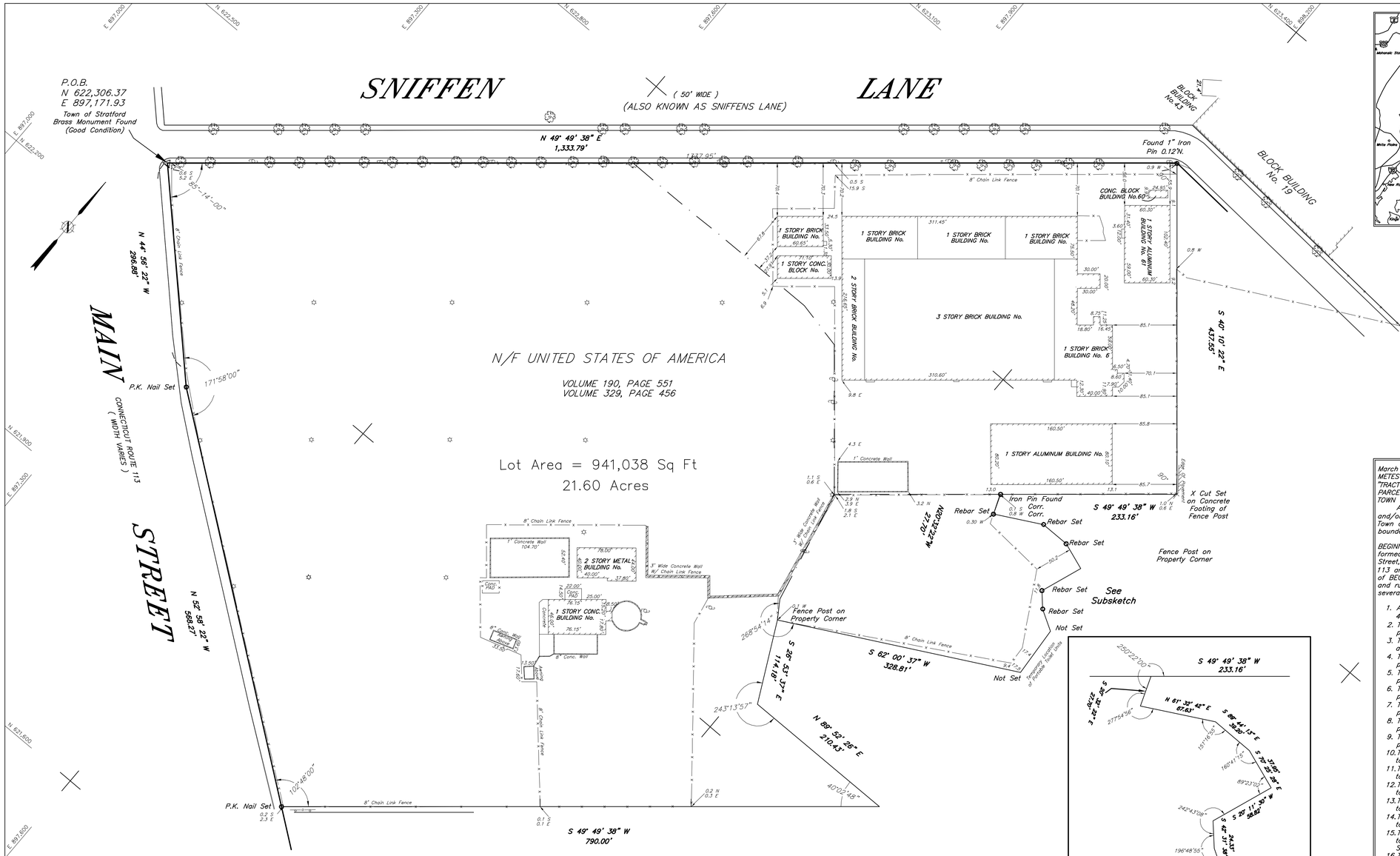
BOUNDARY SURVEY

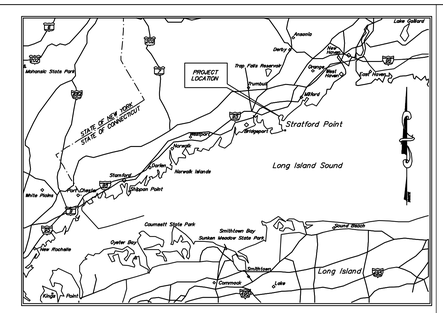
VH-104

SHEET 4 OF 4

CORPS OF ENGINEERS

U. S. ARMY





LOCATION MAP
NOT TO SCALE

NOTES AND VARIOUS RESEARCH DOCUMENTS SUPPLIED:

1. "PROPERTY SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR UNITED AIRCRAFT CORPORATION, SCALE 1"= 100'; DATED JUNE 14, 1949 BY FULLER & COMPANY, INC.

2. "PROPERTY SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR DEFENSE PLANT CORPORATION, SCALE 1"= 40'; DATED APRIL 15, 1944 BY FULLER & COMPANY, INC. (RECORD MAP NUMBER 482).

3. "TITLE SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR SIKORSKY AVIATION CORPORATION, SCALE 1"= 50'; DATED OCTOBER 1, 1931 BY FULLER & COMPANY, INC. (RECORD MAP NUMBER 898).

4. "PROPERTY SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR THE LAND AND HOME DEVELOPMENT Co., FOR JAMES SNIFFEN, SCALE 1"= 100'; DATED SEPTEMBER 27, 1952 BY FRANK B. JAYNES & ASSOCIATES (RECORD MAP NUMBER 983).
5. "PROPERTY SURVEY, TOWN OF STRATFORD, CONNECTICUT FOR PROJECT No. FY82/01B STRATFORD ARMY ENGINE PLANT AT AVCO PROPERTY, SCALE 1"= 50'; DATED JULY 23, 1980 BY AM ENGINEERING, P.C. (RECORD MAP NUMBER 2820).

5. "HISTORIC SHORELINES, STRATFORD ARMY ENGINE PLANT, STRATFORD, CONNECTICUT BY ALLIED SIGNAL, INC. AND DEPARTMENT OF THE ARMY, NEW YORK DISTRICT, NORTH ATLANTIC DIVISION, SCALE 1"= 150' AND REFERENCED AS PROJECTS\ESPS\SAEP\GIS\DATAGATHERFRAMAP\R14.DWG.

6. "COMPILATION PLAN, STRATFORD ARMY ENGINE PLANT, STRATFORD, CONNECTICUT BY DEPARTMENT OF THE ARMY, OFFICE OF THE NEW YORK DISTRICT ENGINEER, NORTH ATLANTIC DIVISION, SCALE 1"= 200'; DATED DECEMBER 13, 1976 (DRAWING NUMBER NY-800).

7. CONNECTICUT STATE HIGHWAY DEPARTMENT, RIGHT OF WAY MAP, TOWN OF STRATFORD; SOUTH MAIN STREET FROM QUATER LANE SOUTHERLY TO SNIFFEN ROAD, MAP NUMBER 785; SOUTH MAIN STREET FROM SNIFFEN LANE SOUTHERLY TO SHORT BEACH ROAD, MAP NUMBER 786.

8. VARIOUS DEEDS OF RECORD.

9. MEAN HIGH WATER ELEVATION IS 4.0' NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929 AS DEFINED ON TIDAL FLOOD PROFILE NO. 2 FOR THE NEW ENGLAND COASTLINE FLOOD STUDY AS PREPARED BY THE DEPARTMENT OF THE ARMY, NEW ENGLAND DIVISION, CORPS OF ENGINEERS, DRAWING PLATE C-5.

10. THIS SURVEY HAS BEEN PREPARED USING A "LIMITED DEPENDENT RESURVEY" PREPARED BY T.V.G.A. ENGINEERING, SURVEYING, P.C. IN ACCORDANCE WITH THE STANDARDS OF A CLASS A-2 SURVEY AS DEFINED IN THE STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT, PREPARED AND ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. SEPTEMBER 26, 1996.

11. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.

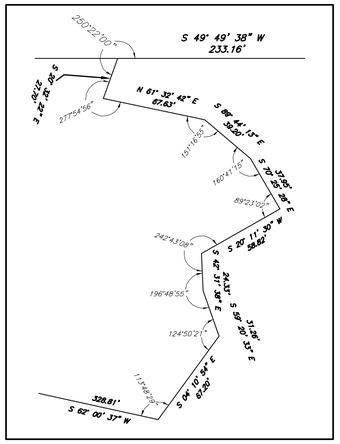
12. COORDINATE VALUES SHOWN ARE REFERENCED TO THE CONNECTICUT COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83). COORDINATE SITES LOCATED AT SANDY HOOK 1 (SHK1), NEW JERSEY; CHATHAM 1 (CHT1), MASSACHUSETTS; AND MORICHES 1 (MOR1), NEW YORK, T.V.G.A. ENGINEERING, SURVEYING, P.C. UTILIZED A COMBINED FACTOR OF 1.0000072938 28 FOR GRID TO GROUND COORDINATE CONVERSIONS.

13. ALL DISTANCES SHOWN ARE GROUND VALUES.

14. TAX MAP 50.05 OF STRATFORD CONNECTICUT DATED 10-01-01.

LEGEND

UTILITY POLE	CONCRETE COLUMN	VENT	MAN HOLE	MONUMENT
GAS VALVE	VAULT	WELL	MAN HOLE (SANITARY)	OIL FILL
WATER VALVE	SIGN	WATER METER	MAN HOLE (STORM)	TELEPHONE
HYDRANT	POST	GAS FILL	MAN HOLE (TELEPHONE)	GRATE (ROUND)
WATER SHUT OFF	BASIN	GAS METER	MAN HOLE (ELECTRIC)	GRATE (SQUARE)
CATCH BASIN	CENTERLINE	GAS PUMP	MAN HOLE (WATER)	GUY WIRE CONNECTION
GUY WIRE	FIRE ALARM	STAKE	GAS LINE MARKER	JUNCTION BOX
BOLLARD			LIGHT POLE	MAIL BOX
WETLANDS FLAG				



SUBSKETCH

March 14, 2008
METES AND BOUNDS DESCRIPTION
"TRACT A2"
PARCEL No. 4 BLOCK 2 TAX MAP 50.05
TOWN OF STRATFORD, FAIRFIELD COUNTY, STATE OF CONNECTICUT

All that certain plot, piece or parcel of land, with the buildings and/or improvements thereon erected, situate, lying and being in the Town of Stratford, County of Fairfield, State of Connecticut, and bounded and described by the following;

BEGINNING at a Town of Stratford Brass Monument at the corner formed by the intersection of the easterly right of way line of Main Street, a variable width roadway, also known as Connecticut Route 113 and the southerly line of Sniffen Lane (50' Wide). Said point of BEGINNING having coordinates North 622,306.37 East 897,171.93 and running thence from said point of BEGINNING the following several courses:

1. Along the said right of way line of Sniffen Lane North 49°-49'-38" East for a distance of 1,333.79' to an iron pin;
2. THENCE South 40°-10'-22" East for a distance of 437.55' to a point;
3. THENCE South 49°-49'-38" West for a distance of 233.16' to a point;
4. THENCE South 20°-32'-22" East for a distance of 27.70' to a point;
5. THENCE North 61°-32'-42" East for a distance of 67.63' to a point;
6. THENCE South 89°-44'-13" East for a distance of 39.20' to a point;
7. THENCE South 70°-25'-28" East for a distance of 37.95' to a point;
8. THENCE South 20°-11'-30" West for a distance of 58.82' to a point;
9. THENCE South 42°-31'-38" East for a distance of 24.33' to a point;
10. THENCE South 59°-20'-33" East for a distance of 31.26' to a point;
11. THENCE South 04°-10'-54" East for a distance of 67.20' to a point;
12. THENCE South 62°-00'-37" West for a distance of 328.81' to a point;
13. THENCE South 26°-53'-53" East for a distance of 114.18' to a point;
14. THENCE North 89°-52'-26" East for a distance of 210.43' to a point;
15. THENCE South 49°-49'-38" West for a distance of 790.00' to a point on the said easterly right of way line of Main Street;
16. THENCE along the said easterly right of way line of Main Street North 52°-58'-22" West for a distance of 568.27' to a point;
17. THENCE still along the said easterly right of way line of Main Street North 44°-56'-22" West for a distance of 296.88' to the point or place of BEGINNING.

The above described parcel TRACT A2 contains an area of 941,038 square feet or 21.60 acres.

TRACT A2
PARCEL No. 4
BLOCK 2
TAX MAP 50.05

I, HEREBY DECLARE TO THE DEPARTMENT OF THE ARMY, NEW YORK DISTRICT, NORTH ATLANTIC DIVISION THAT THIS SURVEY AND THE MEASUREMENTS DEPICTED HEREON ARE:

SUBSTANTIALLY CORRECT AND ARE BASED ON A FIELD SURVEY CONDUCTED ON THE GROUND BETWEEN THE DATES MARCH 10 THROUGH MARCH 14, 2008;

THAT THE TITLE LINES AND LINES OF ACTUAL POSSESSION ARE THE SAME;

THAT THE BUILDINGS ARE LOCATED AS DEPICTED AND DO NOT ENCROACH OVER OR UPON THE STREET, TITLE, OR BUILDING LINES; THAT THERE ARE NO VIOLATIONS OF ZONING ORDINANCES, RESTRICTIONS OR OTHER RULES AND REGULATIONS WITH REFERENCE TO THE LOCATION OF SAID BUILDINGS UNLESS OTHERWISE SHOWN;

THAT THERE ARE NO EASEMENTS OR ENCROACHMENTS AFFECTING THIS PROPERTY APPARENT FROM A CAREFUL INSPECTION OF THE SAME, OTHER THAN THOSE DEPICTED OR NOTED HEREON.

DANIEL W. ROGERS, L.S.
NYS LICENSE No. 050215

DATE:

US ARMY CORPS OF ENGINEERS NEW YORK DISTRICT

ROGERS SURVEYING, P.L.L.C.
11 TRUMBULL ROAD, STRATFORD, CT 06614
(718) 447 7351 FAX (718) 273 3560

DATES OF SURVEY: 12-14 MARCH 2008

FILE NO.:
REQUEST NO.:

SCALE: ONE INCH = 60 FEET

FIELD BOOKS: 119

APPROVED: D. ROGERS (SURVEY SUPVR/CIP)
APPROVED: P. RACINE (PROJECT MANAGER)
APPROVED: W.M. II (ASSISTANT CHIEF OF SURVEY)
APPROVED: F. POSTIGLIONE (CHIEF OF SURVEY)
DATE: XXXXXX

DEPARTMENT OF THE ARMY
NEW YORK DISTRICT
CORPS OF ENGINEERS
NEW YORK, NEW YORK 10278

OPERATIONS DIVISION
SURVEY SECTION
CEWAN-OP-S

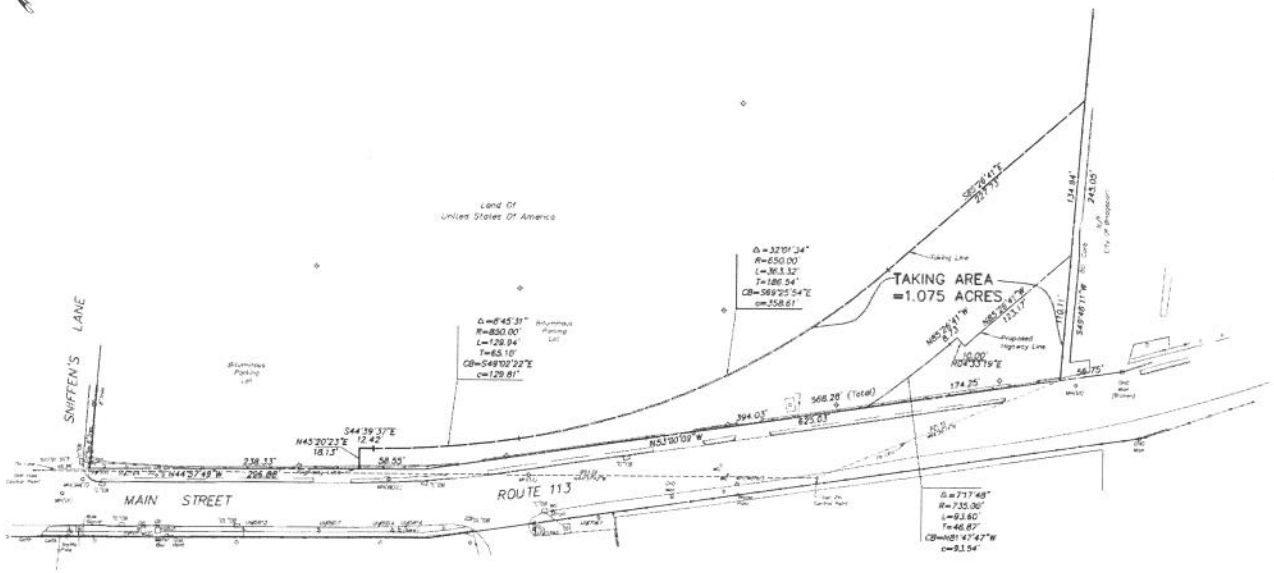
STRATFORD ARMY ENGINE PLANT
(FROMMERLY AIR FORCE PLANT 43)
STRATFORD, CONNECTICUT
BOUNDARY SURVEY

VH-103

SHEET 3 OF 4

NOTES

1. THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300b-1 THRU 20-300b-20, AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996. THE TYPE OF SURVEY IS A PROPERTY SURVEY. THE BOUNDARY DETERMINATION CATEGORY IS A RESURVEY. THE HORIZONTAL ACCURACY CONFORMS TO CLASS A-2.
2. BEARINGS REFER TO THE CONNECTICUT COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83) BASED UPON NGS MONUMENTS CONTROL & CONTROL AZ MK.
3. REFERENCE IS MADE TO THE FOLLOWING MAPS:
   A. "CONNECTICUT STATE HIGHWAY DEPARTMENT RIGHT OF WAY MAP TOWN OF STRATFORD SOUTH MAIN ST FROM SNIFFEN LANE SOUTHWARD TO SHORT BEACH ROAD", SCALE 1"=40', DATED NOVEMBER 28, 1930, JULY 20, 1938, NUMBER FOR SHEET 1 OF 1.
   B. "MAP OF PROPERTY IN STRATFORD, CONN. FOR UNITED AIRCRAFT CORPORATION" BY FULLER & CO., INC. SCALE 1"=20', DATED JANUARY 4, 1944.
   C. "MAP OF PROPERTY OF UNITED AIRCRAFT CORPORATION CHANCE-VOUGHT DIVISION AND DEFENSE PLANT CORPORATION IN STRATFORD, CONN." BY FULLER & CO., INC. SCALE 1"=100', DATED JULY 14, 1945.
   D. "MAP OF SURVEY OF PROPERTY IN STRATFORD, CONNECTICUT FOR UNITED AIRCRAFT CORPORATION" BY FULLER & CO., INC. SCALE 1"=100', DATED JUNE 14, 1946.
   E. "MAP OF SURVEY OF PROPERTY IN STRATFORD, CONN. LAND AND HOME DEVELOPMENT CO. FOR JAMES SNIFFEN" BY FRANK B. JAMES & ASSOC. SCALE 1"=100', DATED SEPTEMBER 27, 1957.
   F. "MAP OF PROPERTY IN STRATFORD, CONN. THE LAND & HOME DEVELOPMENT CO." BY FULLER & CO., INC. SCALE 1"=100', DATED APRIL 3, 1972, REVISED TO APRIL 10, 1972.
   G. "PROPERTY DIVISION MAP OF PROPERTY LOCATED ON SNIFFEN'S LANE STRATFORD, CONNECTICUT PREPARED FOR PR REAL ESTATE INC." BY KASTED GROUP, INC. SCALE 1"=40', DATED 4-3-94, REVISED 5-9-94.
   H. "SURVEY SURFACE IMPOUNDMENT CLOSURE PROJECT NO. 1982/039 STRATFORD ARMY ENGINE PLANT AT AVCO PROPERTY STRATFORD, CT." BY HM ENGINEERING, P.C. SCALE 1"=50', DATED JULY 15, 1986.



PROPERTY SURVEY
LAND TO BE ACQUIRED FROM
UNITED STATES OF AMERICA
MAIN STREET (ROUTE 113) & SNIFFEN'S LANE
STRATFORD, CONNECTICUT

50 25 0 50 100 150
GRAPHIC SCALE

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

MICHAEL C. HELMES, L.S. LICENSE NO. 14206

TRUE AND VALID COPIES OF THIS MAP OR PLAN MUST BEAR THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE ABOVE NAMED LAND SURVEYOR. UNAUTHORIZED REPRODUCTION OR ALTERATION IS FORBIDDEN.

Embossed seal

URS

Scale: 1" = 50'
Date: AUGUST 2007

Surveying and Mapping by
URS Corporation A·E·S
500 Enterprise Drive, Suite 3B
Rocky Hill, Connecticut 06067-4602
Tel (860) 529-8882

Field Book #	Crew Chief	Project #
1416-1	F.S. & C.N.	11147861.00085
Search #	Drawn by	Checked by	Map File #
264	S. KALBINKA		T143-42A

URS

April 6, 2009

Land To Be Acquired From
United States of America
Main Street – Route 113
Stratford, Connecticut

DESCRIPTION

A certain piece or parcel of land located in the Town of Stratford, County of Fairfield and State of Connecticut containing 1.075 acres and being shown on a map entitled "Property Survey Land To Be Acquired From United States of America Main Street (Route 113) & Sniffen's Lane Stratford, Connecticut", by URS Corporation AES, Scale 1"=50', dated August 2007, said parcel being more particularly bounded and described as follows:

Beginning at a point on the Northeasterly highway line of Main Street, said point being located South 44° 57' 49" East, 238.33 feet from the intersection of the southeasterly street line of Sniffen's Lane and the northeasterly highway line of Main Street when measured along said northeasterly highway line of Main Street;

Thence running North 45° 20' 23" East, 18.13 feet, South 44° 39' 37" East, 12.42 feet, southeasterly on a curve to the left having a radius of 850.00 feet and an arc length of 129.94 feet, southeasterly on a curve to the left having a radius of 650.00 feet and an arc length of 363.32 feet and South 85° 26' 41" East, 227.73 feet along remaining land of the Grantor;

Thence running South 49° 48' 11" West, 245.05 feet along land now or formerly of the City of Bridgeport;

Thence running North 53° 00' 02" West, 625.03 feet and North 44° 57' 49" West, 58.55 feet along the northeasterly highway line of Main Street to the point and place of beginning.

38397085de

URS Corporation
500 Enterprise Drive, Suite 3B
Rocky Hill, CT 06067
Tel: 860.529.8882
Fax: 860.529.3991

EXHIBIT B

FOSET

M. Jodi Rell
GOVERNOR
STATE OF CONNECTICUT

October 25, 2010

Hershell E. Wolfe
Acting Deputy Assistant Secretary of the Army
Department of the Army
Assistance Chief of Staff for Installation Management
600 Army Pentagon
Washington, DC 20310-0600

RE: Finding of Suitability for Early Transfer Determination: Stratford Army Engine Plant

Dear Mr. Wolfe:

This letter is to notify you of my determination that the property known as Stratford Army Engine Plant, Stratford, CT is suitable for early transfer pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9620(h)(3)(C), and my agreement with the Army's decision to complete a "Deferred Covenant" transfer of the approximate 75.6 acres to a purchaser who will use the property for commercial and/or industrial reuse. This determination and agreement is based upon the following findings:

1. The Property is suitable for transfer for commercial and/or industrial use by the prospective purchaser, and may be used for such purposes following a remedial cleanup to standards appropriate for such reuse, and consistent with the protection of human health and the environment;

2. The deed or other agreements proposed to govern the transfer between the United States and the prospective purchaser contain assurances that meet the requirements of 42 U.S.C. § 9620(h)(3)(C)(ii);

3. The Army has provided notice, by publication in a newspaper of general circulation in the vicinity of the property, of the proposed transfer of Stratford Army Engine Plant and of the opportunity for the public to submit, within a period of not less than 30 days after the date of the notice, written comments on the suitability of the property for transfer; and

4. The deferral and transfer of the property will not substantially delay any necessary response action at the Property.

This finding of suitability for early transfer is made pursuant to CERCLA Section 120(h)(3)(C)(i) and is based on a review of the Finding of Suitability for Early Transfer dated

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October 2, 2008, and the documents associated with the Covenant Deferral Requests submitted on October 2, 2008 and September 29, 2010.

It is my understanding that all remedial action necessary to protect human health and the environment will not be completed before transfer, thereby requiring an early transfer as set forth in 42 U.S.C. § 9620(h)(3)(C). The Army proposes sale of the property to a purchaser, who will then be required under the terms and conditions of sale to undertake, at their expense, all response actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the property on the date of transfer. The intended reuse of the property is for industrial/commercial use, and residential use will be prohibited. The Army has been issued a Stewardship Permit by the Connecticut Department of Environmental Protection to govern remediation of the site. It is my understanding that the Stewardship Permit will be transferred to the purchaser upon transfer of the property. It is also my understanding that the proposed sale will be consistent with the requirements of sections 22a-134 et.seq of the Connecticut General Statutes regarding the transfer of establishments, which are applicable to this site. Pursuant to your assurance from October 2, 2008 the early transfer "in no way negates or diminishes the Army's responsibility under CERCLA to address the Tidal Flats area and Outfall 008." It is my understanding that the Army's agreement to take responsibility for those areas remains in place.

The private Purchaser will be redeveloping the SAEP property which lies adjacent to the shorefront of the Housatonic River. As stated in Commissioner McCarthy's September 30, 2008 concurrence letter with the Army consistency determination with the Coastal Zone Management Act (CZMA), the Army will include in conveyance documents that the purchaser "shall comply with the goals and policies of the State of Connecticut's federally approved Coastal Management Program and with applicable regulatory standards established by the state of Connecticut for the public use of the waterfront", including the provision of public access as a water dependent use.

This determination shall not be interpreted or deemed to be a waiver of any right of the State of Connecticut to require any actions, by any appropriate party, to investigate the site in accordance with applicable standards and guidelines, to remediate pollution caused by any release of a hazardous waste or hazardous substance from the site in accordance the Connecticut remediation standards, or to otherwise correct potential sources of pollution on or emanating from the site. Furthermore, this determination shall not be deemed or interpreted as an estoppel against the State of Connecticut.

Sincerely,

M. Jodi Rell

M. Jodi Rell
Governor

EXHIBIT C

RCRA STEWARDSHIP PERMIT

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Stewardship Permit

Pursuant to Chapters 439 and 446k of the Connecticut General Statutes, a permit is issued to:

Permittee:
United States Army
Stratford Army Engine Plant
550 Main Street, Stratford, CT 06615

Facility Identification:
EPA ID No. CTD001181502
Permit Number: DEP/HWM/CS-134-003

To perform site-wide environmental investigation and cleanup ("closure", "post-closure care" and "corrective action measures") at the former hazardous waste storage, treatment and disposal facility in accordance with Connecticut General Statutes ("CGS") Sections 22a-6, 22a-449(c) and 22a-454, and Section 22a-449(c)-110 of the Regulations of Connecticut State Agencies ("RCSA") as specified in the conditions set forth in this permit.

This permit regulates and authorizes the Permittee to perform closure, post-closure care and corrective action measures at the facility. The permit does not authorize operation of a hazardous waste management facility in the sense of treating, storing, or disposing of hazardous wastes generated on-site.

All terms in this permit are defined in the permit or if not defined in the permit are as defined in Section 22a-449(c)-100 of the RCSA or in Title 40 of the Code of Federal Regulations ("CFR") Parts 260, 261, 262, 264, 268, 270, 273 or 279.

This permit is based on the information described in the Resource Conservation and Recovery Act ("RCRA") Part A filed by the applicant on November 19, 1980 and the Stewardship application filed on September 3, 2008. The Permittee must keep records of all data used to complete the permit application and any supplemental information submitted for the effective term of this permit. The permit application and RCRA Part A filing are incorporated by reference as part of the permit. Any false statements or inaccuracies contained in the information submitted by the Permittee may result in the suspension, revocation or modification of this permit and civil or criminal enforcement action.

The Permittee shall comply with all terms and conditions contained in the following sections of the permit: Section I (Standard Facility Conditions) pages 1 through 11; Section II (Authorized Activities) pages 12 through 29; Section III (Compliance Schedule) pages 30 through 32; Appendices B-1, B-2 and B-3; and the information contained in the Permittee's permit application, except where the application is superseded by the more stringent conditions contained herein. Any violation of any provision of this permit may subject the Permittee to enforcement action pursuant to the CGS including but not limited to Sections 22a-6a and 22a-131.

This permit is transferrable upon the Commissioner's written authorization, provided the Permittee and potential transferee have complied with the requirements set forth in CGS Section 22a-6o.

This permit may be revoked, suspended, modified, transferred, or reissued, in order to comply with applicable law. The Commissioner may also modify this permit when it is deemed necessary to do so.

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The Permittee shall submit a revised permit application to the Commissioner at least one hundred and eighty (180) calendar days before making any changes to any of the permitted areas or activities. Any application shall be approved in writing by the Commissioner prior to the Permittee implementing such change. The Permittee shall submit an application for a renewal of this permit to the Commissioner at least one hundred eighty (180) calendar days prior to its expiration date.

This permit shall become effective on October 2, 2008 and shall expire ten (10) years from this date or on October 2, 2018.

10/2/08
Date

Gina McCarthy
Commissioner
Department of Environmental Protection

CERTIFICATE OF STEWARDSHIP

The Commissioner of Environmental Protection has made a final administrative decision to issue a Stewardship Permit to the **United States Army** for the Stratford Army Engine Plant, EPA ID No. CTD001181502, located at 550 Main Street, Stratford, Connecticut.

This permit is for the initiation and continuation of facility closure and corrective action activities, meaning environmental investigation and remediation, at the facility and may be transferred upon the written authorization of the Commissioner. Opportunity for public comment has been provided in accordance with state and federal requirements.

This action is based on the obligation to initiate and complete environmental clean-up work required by state laws and regulations, including RCRA Corrective Action and Closure, and requires compliance with Connecticut's Hazardous Waste Management Regulations and Remediation Standard Regulations, as well as state and federal guidance.

Oct 2, 2008

Gina McCarthy
Commissioner

SECTION I

Stewardship Permit
Standard Facility Conditions

Stratford Army Engine Plant
EPA ID No. CTD001181502
Permit No. DEP/HWM/CS-134-003

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STEWARDSHIP PERMIT
SECTION I
STANDARD FACILITY CONDITIONS

A. EFFECT OF PERMIT

Except as is provided in the Regulations of Connecticut State Agencies (RCSA) Section 22a-449(c)-110(a)(2) and except for any federally enforceable requirement(s), compliance with this permit during its term constitutes compliance, for purposes of enforcement, with Connecticut General Statutes (CGS) Section 22a-449(c). This permit may be modified, revoked and reissued, or terminated during its term as set forth in RCSA Section 22a-449(c)-110(a)(1), which incorporates by reference Title 40 of the Code of Federal Regulations (40 CFR) Parts 270.41, 270.42 and 270.43.

The issuance of this permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations.

Term (Duration) - The effective date of this permit is the date on which the permit is signed by the Commissioner. This permit is in effect for a term of ten (10) years and may be renewed at the end of the term, in accordance with the requirements described in Condition No. I.E.2., "Duty to Reapply."

In accordance with 40 CFR 270.73(a), upon issuance of this permit the Permittee's Interim Status granted under RCRA is hereby terminated. In addition, upon the Commissioner's determination that the Permittee has satisfied the requirements of this permit, a Certificate of Completion shall be issued to the Permittee.

B. SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.

C. CONFIDENTIAL INFORMATION

The Permittee may claim that any information required to be submitted by this permit contains or constitutes confidential information in accordance with CGS Section 1-210(b).

D. IMMINENT HAZARD ACTIONS

Notwithstanding any provision of this permit, enforcement actions may be brought pursuant to Section 7003 of the Resource Conservation and Recovery Act (RCRA), CGS Section 22a-6, or any other applicable law.

E. DUTIES AND REQUIREMENTS

1. Duty to Comply. The Permittee shall comply with all conditions of this permit except that the Permittee need not comply with the conditions of this permit to the extent and for the duration such noncompliance is authorized in an Emergency Permit that explicitly authorizes any such noncompliance. Noncompliance by the Permittee with the terms of this permit, except under the terms of an Emergency Permit, shall constitute a violation of this permit and any applicable laws or regulations and is grounds for enforcement action, for permit termination, revocation and reissuance or for denial of a permit renewal. Emergency Permit as used herein shall mean Emergency Permit as identified in RCSA Section 22a-449(c)-110(a)(1) incorporating 40 CFR 270.61.

   Unless superseded by a more stringent provision in this permit, the Permittee shall comply with all of the applicable requirements of RCSA Sections 22a-133k-1 et. seq. ("Remediation Standard Regulations" or "RSRs"), as amended, and 22a-449(c)-100 et. seq., including any portion of 40 CFR 260 through 279 incorporated by reference therein.

   A violation of this permit for purposes of state and federal law constitutes a violation of a RCRA permit.

2. Duty to Reapply. This permit shall expire within ten (10) years of the effective date of this permit. If the Permittee wishes to continue engaging in an activity regulated by this permit after the expiration date of this permit, the Permittee shall apply for renewal of this permit in accordance with RCSA Sections 22a-3a-5 and 22a-449(c)-104(a) incorporating 40 CFR 264.101 and any other applicable law.

3. Obligation for Corrective Action. The Permittee is required to continue this permit for any period necessary to comply with the corrective action requirements of this permit.

4. Need to Halt or Reduce Activity Not a Defense. It shall not be a defense for a Permittee in an enforcement action that it would have been necessary to halt or reduce any activity authorized by this permit in order to maintain compliance with the conditions of this permit, unless otherwise required to do so by another state or federal authority.

5. Duty to Mitigate. In the event of noncompliance with this permit, the Permittee shall take all reasonable steps to minimize releases to the environment, and shall carry out such measures as are reasonable to prevent its noncompliance from having significant adverse impacts on human health or the environment. No action taken by the Permittee pursuant to this section of this permit shall affect or limit the Commissioner's authority under any other statute or regulation.

6. Permit Actions. This permit may be modified, revoked and reissued, or terminated as provided for in 40 CFR 270.41, 270.42 or 270.43, and in

accordance with all applicable law, including but not limited to, CGS Sections 22a-6g and 6h and RCSA Sections 22a-3a-5 and 22a-449(c)-110. The filing of a request by the Permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any condition of this permit.

7. Property Rights. This permit does not convey any property rights of any sort, or any exclusive privilege to the Permittee.

8. Duty to Provide Information. The Permittee shall furnish to the Commissioner, within a reasonable time, any information which the Commissioner may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The Permittee shall also furnish to the Commissioner, upon request, copies of records required to be kept by this permit.

9. Operation and Maintenance of Remedial Systems. The Permittee shall at all times properly operate and maintain all facilities and remedial systems of treatment and control (and related appurtenances) which are installed or used by the Permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance, at a minimum, includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of backup, auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of this permit.

10. Inspection and Entry. The Permittee shall allow the Commissioner, or an authorized representative, upon the presentation of credentials and other documents as may be required by law to:
    (a) Enter at reasonable times upon the Site where a regulated activity is located or conducted, or where records must be kept under the conditions of this permit;

    (b) Have access to and copy, at reasonable times, any records that shall be kept under the conditions of this permit;

    (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, operations regulated or required under this permit; and

    (d) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by RCRA, any substance or parameters at any location.

11. Security. Pursuant to RCSA Section 22a-449(c)-104 incorporating 40 CFR 264.14, the Permittee shall prevent the unknowing entry, and minimize the possibility for unauthorized entry, of persons or livestock onto the active portion of the Facility. The Permittee shall secure the Facility to the extent necessary to protect human health.

12. Preparedness, Prevention, Contingency Plan and Emergency Procedures.
    (a) The Permittee shall comply with the requirements of RCSA Section 22a-449(c)-104(a)(1) incorporating 40 CFR 264 Subpart C "Preparedness and Prevention" and 40 CFR 264 Subpart D "Contingency Plan and Emergency Procedures" until the termination of this permit.

    (b) The Permittee shall ensure that each entity under contract to provide emergency response services at the Facility has a permit, issued by the Commissioner pursuant to CGS Section 22a-454, authorizing such entity to provide emergency response services. The Permittee shall maintain a copy of such permit in the operating record for its Facility. The Permittee shall ensure that any action(s) taken by an entity (including such entity's officers, employees, agents and subcontractors) providing emergency response services at its Facility conforms to the requirements of this permit.

    (c) The Permittee shall ensure that each entity under contract with the Permittee to provide emergency response services visits the Site annually so that such entity is familiar with the Permittee's Site and can respond to an emergency. The Permittee shall maintain in the operating record for its Facility a certification, in accordance with the requirements of RCSA Section 22a-449(c)-110 incorporating 40 CFR 270.11, attested to by each emergency response entity under contract with the Permittee to provide emergency response services, stating that such entity has complied with the requirements specified in this paragraph.

13. Monitoring and Records.
    (a) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

    (b) The Permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, the certification required by RCSA Section 22a-449(c)-104 incorporating 40 CFR 264.73(b)(9), and records of all data used to complete the application for this permit, for a period of at least three (3) years from the date of the sample, measurement, certification, report or application. This period may be extended by request of the Commissioner at any time. The Permittee shall maintain records from all groundwater monitoring wells and associated groundwater surface

elevations, for the active life of the Facility, and for disposal facilities for the post-closure care period as well.

(c) Records for monitoring information shall include:
- (i) The date, exact place and time of sampling or measurements;
- (ii) The individual(s) who performed the sampling or measurements;
- (iii) The date(s) analyses were performed;
- (iv) The individual(s) who performed the analyses;
- (v) The analytical techniques or methods used; and
- (vi) The results of such analyses.

14. Operating Record. The Permittee shall maintain, in writing, the following information in the Facility's operating record until termination of this permit:

(a) Summary reports and details of all incidents that require implementing the Contingency Plan pursuant to 40 CFR 264 Subpart D;

(b) Records and results of inspections as required by this permit, except this data need only be kept for three (3) years from the date of any such inspection;

(c) Monitoring, testing or analytical data, and corrective action where required by 40 CFR 264 Subpart F or any regulatory section noted in 40 CFR 264.73(b)(6);

(d) All closure, post-closure and corrective action cost estimates under RCSA Section 22a-449(c)-104 and 40 CFR 264.142 and 40 CFR 264 Subpart H; and

(e) Any other information required by this permit or by any applicable law to be maintained in the Facility Operating Record.

15. Signatory Requirements. The Permittee's application and all reports or information submitted to the Commissioner by the Permittee pursuant to this permit shall be signed by the person specified in and contain the certification prescribed in RCSA Section 22a-449(c)-110 incorporating 40 CFR 270.11.

16. Transfers. This permit is not transferable to any person without the advanced written authorization of the Commissioner, who may request whatever information the Commissioner deems necessary regarding the potential transferee. Before any such transfer, the Permittee and any proposed transferee shall fully comply with the requirements of CGS Section 22a-6o. The Commissioner may require modification or revocation and reissuance of this permit to change the name of the Permittee and as an incident to any such transfer, incorporate such other requirements, as the Commissioner deems necessary.

In advance of transferring ownership or operation of its Facility prior to the termination of this permit, the Permittee shall notify the prospective new owner or

operator in writing of the requirements of this permit, 40 CFR 264 through 270, and of the RCSA Section 22a-449(c)100 et. al. The Permittee shall provide such prospective new owner or operator with a copy of this permit.

The Permittee's failure to notify the new Permittee of the requirements of this permit in no way relieves the new Permittee of his obligations to comply with all applicable requirements.

If the transfer of the property takes place and the Permittee retains the permit, an access agreement between the Permittee and the prospective new owners of the Facility shall be approved by the Commissioner prior to the sale of the facility/site. The agreement shall include the anticipated times, locations and frequency of access needed in order for the Permittee to complete closure, post-closure care and corrective action activities and conduct inspection, operation and management activities for all remedial systems. A copy of the Operations and Management Plan, referenced in Condition No. I.E.9. of this permit, shall be provided to the prospective new owner prior to transfer of the property.

17. Reporting Requirements.

(a) Anticipated Non-Compliance. The Permittee shall give as much advance written notice as possible to the Commissioner of any planned changes in the Facility or activity, which may result in non-compliance with any requirement of this permit.

(b) Compliance Schedules. Except where otherwise provided for in this permit, reports of compliance and non-compliance with, or any progress reports on, interim and final requirements contained in any Compliance Schedule (Section III) of this permit, shall be submitted no later than fourteen (14) calendar days following each schedule date, to the extent such reports are required herein.

(c) Twenty-four Hour Reporting.

(i) The Permittee or designee shall orally report to the Commissioner any remediation or waste related activity at its Facility, irrespective of whether such activity is in compliance with the requirements of this permit, which does or may pose an imminent and substantial endangerment to human health or the environment, immediately but not later than twenty-four (24) hours from the time the Permittee becomes aware or should be aware of the circumstances causing such endangerment.

The report to the Commissioner shall include:

(A) Name, address, and telephone number of the Permittee;
(B) Name, address, and telephone number of the Facility;
(C) Date, time and type of incident;
(D) Description of the occurrence and its cause;

(E) Name and quantity of waste(s) or constituents thereof involved;

(F) The extent of injuries, if any;

(G) An assessment of actual or potential hazards to human health and the environment;

(H) Estimated quantity and disposition of recovered waste that resulted from the incident;

(I) All information concerning the release of any waste or constituents thereof that may cause an endangerment to public drinking water supplies; and

(J) All information concerning a release or discharge of waste or constituents thereof or of a fire or explosion from the Facility, which could threaten human health or the environment

(ii) A written submission shall also be provided within five (5) calendar days of the time the Permittee becomes aware of the circumstances described in subdivision (i) above. The written submission shall contain a description of the endangerment and its cause; the period of endangerment including exact dates and times, if the endangerment has been abated, and if not, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the endangerment. The Permittee shall maintain in the operating record of its Facility a copy of all such written reports. The Commissioner may waive the five (5) day written notice requirement in favor of a written report within fifteen (15) days of the incident requiring reporting.

(iii) Nothing in this section shall effect or relieve the Permittee of its obligations under CGS Sections 22a-6u or 22a-450.

(d) Other Noncompliance. The Permittee shall report all instances of noncompliance with this permit not otherwise required to be reported by this permit to the Commissioner along with any other required monitoring report, no later than thirty (30) days of the date the Permittee is aware, or reasonably should have been aware of any such noncompliance. Any such report shall contain, at a minimum, the information listed in Condition No. I.E.17.(c)(i) of this permit.

(e) Other Information. When the Permittee becomes aware that it failed to submit any relevant facts or information in a permit application, or submitted incorrect information in a permit application, report or other document provided to the Commissioner regarding this permit, it shall submit such relevant facts or correct information to the Commissioner within thirty (30) calendar days of becoming aware of such facts or information.

18. Computation of Time.
    (a) Except as is expressly provided for in this permit, the computation of time periods set forth in this permit shall be as follows:
        (i) Any time period scheduled to begin on the occurrence of an act or event shall begin on the day after the act or event.
        (ii) Any time period scheduled to begin before the occurrence of an act or event shall be computed so that the period ends on the day before the act or event.
        (iii) If the final day of any time period falls on a Saturday, Sunday or a federally or state recognized legal holiday, the time period shall be extended to the next working day.

    (b) Submission of Reports. Where this permit requires the submission of a written report, a notification or other information or documentation to the Commissioner, the report or notification shall be deemed submitted on the date such report, notification or other information is received by the Department of Environmental Protection ("DEP").

19. Availability, Retention and Disposition of Records. The Permittee shall ensure that all records required under RCSA Sections 22a-449(c)-100 to 119, RCSA Section 22a-133k et. seq. (RSRs) or this permit, including all plans, are furnished upon request, and made available at all reasonable times for inspection, by any officer, employee, or representative of DEP or Environmental Protection Agency ("EPA").

    The retention period for all records required under RCSA Sections 22a-449(c)-100 to 119 and this permit is extended automatically during the course of any unresolved enforcement action regarding the Facility or as requested by the Commissioner or Regional Administrator of EPA.

20. Additional Requirements. Requirements not included in this permit, which become effective by statute or regulation, and not made specifically inapplicable to facilities with a permit, shall apply to the Permittee's Facility. In the event of any conflict between this permit and any such requirement, the Permittee shall comply with the more stringent requirement. If the Permittee does not fully comply with the more stringent requirement, DEP may enforce either requirement.

21. Federal and State Laws. Nothing in this permit shall be construed to prohibit any federal, state or political subdivision thereof from imposing any requirements to the extent authorized by law which are more stringent than those imposed by this permit.
    In addition, nothing in the permit shall relieve the Permittee of its obligation to comply with any other applicable federal, state, or local statute, regulation or ordinance.

22. Modification of the Compliance Schedule.

(a) The Commissioner may modify the Compliance Schedule, Section III, of this permit at any time, if it is deemed necessary.

(b) Modifications that are initiated and finalized by the Commissioner shall be in accordance with the requirements of RCSA Section 22a-449(c)-110 incorporating 40 CFR 270 and all applicable provisions. At any time, the Permittee may request to modify the Compliance Schedule of this permit in accordance with the requirements of 40 CFR 270.

(c) The Commissioner may grant extensions of submittal due dates based on the Permittee's demonstration that sufficient justification for the extension exists. Extensions to due dates, which this permit explicitly defines as being due by a certain time or during a certain time interval, may be granted by the Commissioner if sufficient justification for the extension is demonstrated by the Permittee. Extensions to permit established schedules must follow the procedures in Condition No. I.E.22.(b).

F. DEFINITIONS

Any term not otherwise defined herein shall be defined as that term is defined in RCSA 22a-449(c)-100 thru 119 incorporated 40 CFR 264 through 279.

1. "CFR" means the Code of Federal Regulations in effect on the date that this permit is issued.

2. "Commissioner" means the Commissioner of Environmental Protection as defined in the CGS Section 22a-2 or the Commissioner's designee.

3. "Facility" shall mean, pursuant to 40 CFR 260.10 all contiguous land, and structures, other appurtenances, and improvements on the land, used for treating, storing or disposing of hazardous waste and all contiguous property under control of the owner or operator. For the purposes of the permit, shall also mean the 76.70-acre parcel of land located at 550 Main Street in Stratford, CT and subject to the requirements of this permit.

4. "Final Closure" means the completion of the closure of all Hazardous Waste Management Units at the Permittee's Facility in accordance with the requirements of this permit.

5. "Hazardous Waste" or "Hazardous Wastes" shall mean hazardous waste as identified or listed as hazardous waste pursuant to 42 U.S.C. Section 6901 et. seq. and RSCA Section 22a-449(c)-101.

6. "Hazardous Waste Management Units", unless specifically limited by this permit or unless the context unequivocally indicates otherwise (e.g., that reference is being made to only one and not all areas), shall mean the following units identified in Table II-1 of this permit: 1) AOC 2 – Hazardous Waste Accumulation Tanks; 2) AOCs 12 and 53 Hazardous Waste Container Accumulation Areas; 3) AOC-13 Container Storage Area; 4) AOC-14 Container Storage Areas A and B; 5) AOC-15 Sludge Roll-off Area; and 6) NPDES Wastewater Treatment Plant.

7. "Main Parcel" means the 51.54 acres of the Site east of Main Street and north of Sniffen Lane, comprising the largest part of the Site, and containing most of the major buildings.

8. "NPDES Wastewater Treatment Plant" shall include the chemical wastewater treatment plant, collection and distribution lines, flow equalization tank, and the following areas of concern identified in Table II-1 of this permit: AOC-8 Collection Lines, AOC-9 Cyanide Destruction Facility, AOC-10 Building 18 Chemical Wastewater Treatment Plant, AOC-19 Chemical Wastewater Treatment Plant Solids Handling Area; and AOC-25 Outfall 008.

9. "Period of Active Remediation" shall mean the period prior to completion of activity conducted pursuant to Section II.B. of this permit, with the exception of that period when the only remaining activity is post-remedial monitoring or monitored natural attenuation.

10. "Permittee" shall mean the person responsible for the overall operation of the facility who has been issued a license by the Commissioner. As used herein "person" is defined in Section 22a-423, Chapter 446k, of the CGS and "license" is defined in Section 4-166, Chapter 54 of the CGS.

11. "Post-Closure Period" means thirty (30) years from the date of certification of closure of a regulated unit. This period may be extended or shortened by the Commissioner in accordance with 40 CFR 264.117(a)(2).

12. "Site" means the same or geographically contiguous property which may be divided by public and private right-of-way, provided the entrance and exit between the properties is at a cross-road intersection, and access is by crossing opposed to going along, the right-of-way. Non-contiguous properties owned by the same person but connected by a right-of-way that he controls and to which the public does not have access, is also considered part of the site property.

    For the purposes of this permit, there are three separate sites: "Main Parcel", "West Parcel", and "South Parcel" that comprise the facility. Herein after the term "site" shall refer to all three separate sites. The terms "facility" and "site" may be used interchangeably in this permit.

13. "South Parcel" means the 21.60 acres of the Site that is south of Sniffen Lane and east of Main Street, including, along with other elements, Building B6, the South Parking Lot, the industrial wastewater treatment facility, and the closed RCRA Land Disposal Units (lagoons).

14. "West Parcel" means the 3.56 acres of the Site that is west of Main Street, comprised of a parking lot.

SECTION II

Stewardship Permit
Authorized Activities

Stratford Army Engine Plant
EPA ID No. CTD001181502
Permit No. DEP/HWM/CS-134-003

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SECTION II
AUTHORIZED ACTIVITIES

A. RCRA CLOSURE AND POST-CLOSURE REQUIREMENTS

1. Closure Requirements.

(a) The Permittee shall prepare and submit a Closure Plan in accordance with the requirements of RCSA Section 22a-449(c)-104(a)(1) incorporating 40 CFR 264 Subpart G for the Commissioner's review and written approval. The Closure Plan shall:

(i) Be developed in accordance with the standards set forth in the DEP's *Draft RCRA Closure Plan Guidance – Container Storage Areas and Tank Systems and Treatment, Storage and Disposal Facilities (December 28, 2005);*

(ii) Describe the specific materials stored and activities performed for each Hazardous Waste Management Unit;

(iii) Describe the procedures to be used for the removal of any remaining waste(s), the decontamination of the Hazardous Waste Management Units, and the removal of any contaminated structures and equipment;

(iv) Include a proposed schedule for all major closure milestones such as removal of waste, implementation of decontamination and verification measures and the submission of a final report;

(v) Describe the measures to be taken to verify that closure has been completed in accordance with the Closure Plan; and

(vi) Include a description of how the proposed closure activities will interrelate with site-wide corrective action activities.

(b) The Permittee shall close the Hazardous Waste Management Units in accordance with the Closure Plan submitted and approved pursuant to Condition No. II.A.1.(a) of this permit (herein after, the "approved Closure Plan").

(c) Copy of Closure Plan. The Permittee shall ensure that a copy of the approved Closure Plan is kept at the Facility or at an alternate location acceptable to the Commissioner until Final Closure has been completed and certified in accordance with the requirements of this permit.

(d) Notification of Closure. The Permittee shall notify the Commissioner in writing at least ninety (90) calendar days prior to the date it expects to begin Final Closure of the Hazardous Waste Management Units.

(e) Schedule for Closure. The Permittee shall complete Final Closure activities, as applicable, in accordance with the approved Closure Plan. The Commissioner may approve a longer period for closure if the Permittee demonstrates to the Commissioner's satisfaction that the

activities required to comply with the approved Closure Plan will of necessity take longer than twenty-four (24) months to complete and that the Permittee has taken and will continue to take all steps needed to prevent threats to human health and the environment and will comply with any additional conditions deemed necessary by the Commissioner arising from the Final Closure.

(f) Closure Cost Estimate. The Permittee shall prepare and maintain at the Facility or at an alternate location acceptable to the Commissioner a written estimate of the cost of closing the Hazardous Waste Management Units. The Permittee shall ensure that this written estimate is prepared in accordance with the methodology specified in RCSA Section 22a-449(c)-104 incorporating 40 CFR 264.142(a).

(g) Completion of Closure. Within sixty (60) calendar days of the completion of Final Closure, the Permittee shall submit to the Commissioner by registered mail, a certification signed by both the Permittee and by an independent registered professional engineer stating that the Hazardous Waste Management Units, as applicable, have been closed in accordance with the approved Closure Plan. Documentation supporting the independent, registered professional engineer's certification shall be furnished to the Commissioner upon request.

(h) Liability Coverage. The Permittee shall establish and continuously maintain liability coverage for sudden accidental occurrences at the Facility in the amounts and in the manner specified in RCSA Section 22a-449(c)-104 incorporating 40 CFR 264.147(a). The Permittee shall ensure that the wording of the liability coverage secured for the purposes of compliance with this section of the permit is identical to the wording specified in 40 CFR 264.151, except that all references to the "Regional Administrator of EPA" shall be changed to the "Commissioner of DEP." The Permittee shall maintain such liability coverage in effect until the Commissioner notifies the Permittee in writing that maintaining such coverage is no longer required, as is provided for in Condition No. II.A.1.(i) of this permit.

(i) Release of Liability Coverage. Within sixty (60) calendar days after receiving certifications, submitted pursuant to Condition No. II.A.1.(g), from the Permittee and an independent registered professional engineer that Final Closure has been completed in accordance with the approved Closure Plan, the Commissioner will notify the Permittee in writing that it is no longer required to maintain liability coverage for the Facility, unless the Commissioner has reason to believe that Final Closure has not been performed and/or completed in accordance with the approved Closure Plan. The Commissioner shall provide the Permittee with a detailed written statement of any such reason to believe that closure has not been

performed and/or completed in accordance with the approved Closure Plan.

2. **Post-Closure Requirements**

(a) Post-Closure Care Plan. The Permittee shall perform post-closure care of the land disposal units as specified in an Post-Closure Plan, included in Textron Lycoming's Post-Closure Permit Application received December 17, 1991 (included in Appendix B-2 of this permit) until it is superseded by the approval of a revised Post-Closure Plan submitted pursuant to Condition No. II.A.2.(b) of this permit (herein after, the "approved Post-Closure Plan") .

(b) Revised Post-Closure Care Plan. The Permittee shall prepare and submit for the Commissioner's review and written approval a revised post-closure care plan for the closed land disposal units developed in accordance with the requirements set forth in 40 CFR 264 Subparts F, G and K. In the event that it is determined that the closure of any other Hazardous Waste Management Unit requires the designation as a land disposal unit, the Permittee shall incorporate the post-closure care for such units in the revised post-closure plan. The revised post-closure care plan shall include:

(i) A description and frequency of the planned maintenance and inspection activities that will be performed to ensure: (A) the integrity of the cap/final cover and/or other containment systems; and (B) the function of the monitoring equipment;

(ii) A compliance monitoring program developed in accordance with the requirements of RCSA Section 22a-449(c)-104 incorporating 40 CFR 264.99, and an evaluation of the existing monitoring data to determine if compliance is achievable;

If it is determined that compliance can not be achieved the Permittee shall include a description of how corrective action, required pursuant to 40 CFR 264.100, will be interrelated into site-wide corrective activities.

(iii) The name, address and phone number of the Facility contact person during the Post-Closure Care Period;

(iv) A schedule for the reporting requirements, including but not limited to, groundwater monitoring reports, scheduled and unscheduled inspection and maintenance reports, and corrective action reports resulting from inspection and maintenance activities; and

(v) A detailed estimate of the cost of performing post-closure care of the land disposal units developed in accordance with the 40 CFR 265 Subpart H.

(c) Modifications of Post-Closure Plan. The Permittee shall submit a written notification or request for a permit modification to authorize a change in the approved Post-Closure Plan in accordance with the applicable requirements of 40 CFR 124 and 40 CFR 270. The written notification or request must include a copy of the amended post-closure plan for the Commissioner's review and written approval.

(d) Copy of Post-Closure Plan. The Permittee shall ensure that a copy of the approved Post-Closure Plan is kept at the Facility or at an alternate location acceptable to the Commissioner, until the Post-Closure Care Period has been completed and certified in accordance with the requirements of this permit.

(e) Completion of Post-Closure Plan. Within sixty (60) calendar days of the completion of post-closure care, the Permittee shall submit to the Commissioner by registered mail, a certification signed by both the Permittee and by an independent registered professional engineer stating that the post-closure care period for the land disposal units, was performed in accordance with the specifications in the approved Post-Closure Plan. Documentation supporting the independent, registered professional engineer's certification shall be furnished to the Commissioner upon request.

B. RCRA CORRECTIVE ACTION REQUIREMENTS

1. Performance of Corrective Action. The Permittee shall perform corrective action in accordance with the requirements of this permit, the Remedial Action Plan(s) ("RAPs") submitted and approved pursuant to Condition Nos. II.B.2.(f), II/B.2.(g) and II.B.7. of this permit, and any other plan(s) submitted and approved pursuant to this permit.

   The Permittee shall ensure that further investigations for each SWMU and AOC are completed within two (2) years from the date of initiation of such investigation; and that remediation is initiated within three (3) years from the date of initiation of investigation of any SWMU or AOC and completed within ten (10) years of issuance of this permit or in accordance with an alternative schedule approved in writing by the Commissioner.

   The Federal Governments' obligations under this permit shall be subject to the availability of appropriated funds. Nothing in this permit shall be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31. U.S.C. §1341).

   The conditions of this section apply to:

   (a) The Solid Waste Management Units ("SWMUs") and Areas of Concern ("AOCs") as identified in Table II-1;

   (b) Any additional SWMUs and AOCs discovered during the course of corrective action, characterization, groundwater monitoring, field investigations, environmental audits, or other means; and

   (As used in this permit, the terms "discover," "discovery," or "discovered" refer to the date on which the Permittee either: (i) visually observes evidence of a new SWMU or AOC, (ii) visually observes evidence of a previously unidentified release of hazardous constituents to the environment, (iii) receives information which suggests the presence of a new release of hazardous waste or hazardous constituents to the environment, or (iv) receives information which suggests the presence of a previously undocumented release of hazardous waste or hazardous waste constituents to the environment.)

   (c) Contamination that has migrated or may migrate beyond the Facility boundary, whereas necessary to protect human health and the environment.
   The Permittee shall implement corrective actions beyond the Facility boundary where necessary to protect human health and the environment

consistent with RCSA Section 22a-449(c)-104 incorporating 40 CFR 264.101(c), unless the Permittee demonstrates, to the satisfaction of the Commissioner, that despite the Permittee's best efforts, as determined by the Commissioner, the Permittee was unable to obtain the necessary permission to undertake such actions. The Permittee is not relieved of all responsibility to clean up a release that has migrated beyond the Facility boundary where off-site access is denied. On-site measures to address such releases will be determined on a case-by-case basis. Assurances of financial responsibility for completion of such off-site corrective action will be required.

2. Schedule/Scope of Work. The Permittee shall submit schedule(s)/scope(s) of work for the investigation and remediation of releases of hazardous waste and hazardous substances at or from the Facility such that the remediation will achieve compliance with RCSA Section 22a-133k-1 et seq. (Remediation Standard Regulations). Such schedule(s) and scope(s) of work shall be submitted pursuant to Condition No. III.C.6. of this permit and shall include, at a minimum, a schedule for development and implementation of the following plans and/or reports:

(a) For each SWMU and AOC listed in Table II-1:

(i) Identification of Data Gaps. The Permittee shall submit a report, for the Commissioner's review and written approval, with the rationale used for determining whether (1) no further investigation is required, or (2) additional investigation is necessary to fill any significant data gaps. If additional investigation is needed, the Permittee shall submit a plan for the implementation of such investigations and a report summarizing the findings.

(ii) Evaluation of Compliance with the RSRs. The Permittee shall submit a summary of the: 1) rationale used to determine that no remediation is needed; and 2) identification of all areas identified as exceeding any remedial criteria and the additional characterization data needed to complete the remedial design in order to achieve compliance with RSRs for polluted soil and groundwater.

(iii) Schedule for Remediation. The Permittee shall submit for the Commissioner's review and written approval a description and schedule for the development of one or more RAPs that collectively address all areas of contamination that exceed the RSR criteria.

Such description and schedule may propose activity be conducted in phases associated with the redevelopment of the Site, or focus on a particular environmental medium, reasonably deferring filling the data gap to the remedial design stage where appropriate.

(b) Quality Assurance Project Plan. The Permittee shall prepare and submit for the Commissioner's review and written approval a revised Quality Assurance Project Plan ("QAPP"), prepared in accordance with the document titled: Quality Assurance Guidance for Conducting Brownfields Site Assessments, US Environmental Protection Agency OSWER Directive No. 9230.0-83P, and incorporating Connecticut's Reasonable Confidence Protocols. The Permittee shall ensure that the data is of sufficient quality to make decisions regarding the investigation and remediation of the Site.

(c) Preconstruction Survey. The Permittee shall conduct a pre-renovation/pre-demolition survey of the Site, before building conditions deteriorate, which includes, but is not limited to, the measures to be: 1) taken to identify building components such as switches, fluorescent lamps and ballasts and asbestos that require special handling; and 2) used to identify areas of the structures that require decontamination if they are to be reused, or special handling if they are to be demolished. A summary of the finding of the survey shall be submitted for the Commissioner's review.

(d) Site Control Plan. The Permittee shall describe the plans for controlling access to any remaining contaminated area(s) of the Site until remediation activities in these areas have been completed.

(e) For the groundwater migrating off the Site to the tidal flats and other nearby surface waters, the Permittee: 1) shall develop for the Commissioner's review and written approval ecologically based and human health based remedial criteria; and 2) shall develop, in accordance with the requirements of Condition No. II.B.7. of this permit, for the Commissioner's review and written approval, and shall subsequently implement, a RAP to ensure that groundwater migrating from the Site will achieve such criteria within a reasonable timeframe.

Any RAP containing monitored natural attenuation as the selected remedy for groundwater migrating off the Site shall include: 1) an evaluation of the need for source mitigation to achieve remedial criteria; 2) a monitoring and data evaluation plan designed to evaluate the remedy performance; and 3) a contingency remedy conceptual approach in the event that monitored natural attenuation does not perform as anticipated and a schedule for implementation.

(f) For the sediments within the tidal flats and 008 outfall area the Permittee: 1) shall develop for the Commissioner's review and written approval ecologically based and human health based remedial criteria; and 2) shall develop, in accordance with the requirements of Condition No. II.B.7. of this permit, for the Commissioner's review and written approval, and shall subsequently implement, a RAP to achieve such criteria for such sediment.

3. Notification and Assessment Requirements for Newly Identified SWMUs and AOCs.

The Permittee shall notify the Commissioner in writing, within fifteen (15) calendar days of discovery, of any new suspected or confirmed AOCs or SMWUs as discovered under Condition No. II.B.1.(b). Such notification shall include, at a minimum, the following information:

(a) Location of the unit(s) on a topographic map of appropriate scale (such as required under 40 CFR 270.14(b)(19));

(b) Designation of the type and function of unit(s);

(c) General dimensions, capacities and structural description of unit(s) (supply any available plans/drawings);

(d) The date that the unit(s) was operated;

(e) Specifications of all wastes that have been managed at/in the unit(s) to the extent available. Include any available data on hazardous constituents in the wastes; and

(f) All available information (groundwater data, soil, soil gas, sediment, air, and/or surface water data) pertaining to any release of hazardous waste or hazardous constituents from such unit(s).

4. Notification Requirements for Newly Discovered Releases From SWMUs and AOCs.

(a) The Permittee shall notify the Commissioner in writing of any newly discovered release(s) of hazardous waste or hazardous constituents discovered during the course of characterization, groundwater monitoring, field investigations, environmental audits, or other means, within fifteen (15) calendar days of discovery.

Such newly discovered release(s) may be from SWMUs or AOCs identified in Condition No. II.B.1.(b) or SWMUs or AOCs previously identified for which it had been determined that further investigation was not required.

(b) If the Commissioner determines that further investigation of the SWMUs or AOCs is needed, the Permittee shall be required to prepare a plan for such investigations within sixty (60) calendar days of notification by the Commissioner.

5. Interim Measures (IM)

(a) Work Plan

(i) Upon notification by the Commissioner, the Permittee shall prepare and submit an Interim Measures ("IM") Work Plan for any SWMU or AOC that the Commissioner determines is necessary in order to minimize or prevent the further migration of contaminants, thereby limiting current and future potential for human and environmental exposure to contaminants while long-term corrective action remedies are evaluated and, if necessary, implemented.

The IM Work Plan shall be submitted within sixty (60) calendar days of such notification and shall include the elements listed in Condition No. II.B.5.(a)(iii). Such interim measures may be conducted concurrently with investigations required by this permit.

(ii) The Permittee may initiate IM at a SWMU or AOC by submitting the appropriate notification pursuant to this permit. The Commissioner will process Permittee initiated IM by either conditionally approving the IM or imposing an IM Work Plan per Condition II.B.5.(a)(i). Permittee initiated IM shall be considered conditionally approved unless the Commissioner specifically imposes an IM Work Plan within thirty (30) calendar days of receipt of notification of the Permittee initiated IM. The scope and success of Permittee initiated IM conditionally approved shall be subject to subsequent in-depth review; the Commissioner will either comment on or approve the Permittee initiated IM. Permittee initiated IM must follow the progress and final reporting requirements in Condition No. II.B.5.(c).

(iii) The IM Work Plan shall ensure that the interim measures are designed to mitigate any current or potential threat(s) to human health or the environment and is consistent with and integrated into any long-term solution at the Facility. The IM Work Plan shall include: the interim measure's objectives, procedures for implementation (including any designs, plans, or specifications), and schedules for implementation.

(b) IM Implementation

(i) The Permittee shall implement the IM under Condition No. II.B.5.(a)(i) in accordance with the approved IM Work Plan.

(ii) The Permittee shall give notice to the Commissioner as soon as possible of any planned changes, reductions or additions to the IM Work Plan imposed under Condition No. II.B.5.(a)(i) or initiated by the Permittee under Condition No. II.B.5.(a)(ii).

(c) IM Reports

(i) If the time required for completion of interim measures imposed under Condition No. II.B.5.(a)(i) or implemented under Condition No. II.B.5.(a)(ii) is greater than one year, the Permittee shall provide the Commissioner with progress reports at intervals specified in the approved Work Plan or semi-annually for Permittee initiated interim measures. The Progress Reports shall contain the following information at a minimum:

(A) A description of the portion of the interim measures completed;
(B) Summaries of the findings;
(C) Summaries of any deviations from the IM Work Plan during the reporting period;
(D) Summaries of any problems or potential problems encountered during the reporting period; and
(E) Projected work for the next reporting period.

(ii) The Permittee shall prepare and submit to the Commissioner, within ninety (90) calendar days of completion of interim measures conducted under Condition No. II.B.5. an IM Report. Such report shall contain, at a minimum, the following information:

(A) A description of the interim measures implemented;
(B) Summaries of results;
(C) Summaries of all problems encountered;
(D) Summaries of accomplishments and/or effectiveness of interim measures; and
(E) Copies of all relevant laboratory/monitoring data etc. in accordance with this permit.

6. Environmental Indicators. The Permittee shall complete the U.S. EPA Environmental Indicator, Migration of Contaminated Groundwater Under Control Worksheet (Appendix B-1) on an annual basis beginning no later than one (1) year after the issuance of this permit and continuing until the indicator (i.e., the migration of contaminated groundwater from the Site is being controlled through engineered or natural process) is achieved. When the indicator is achieved, the Permittee will complete and submit the Documentation of Environmental Indicator Determination to the DEP.

7. Remedial Action Plan ("RAP"). The Permittee shall prepare and submit for the Commissioner's review and written approval one or more RAP(s), developed in accordance with Condition No. II.B.2. of this permit and RCSA Sections 22a-449(c)-104(a)(1) and 22a-133k-1 et.seq. (Remediation Standard Regulations), incorporating 40 CFR 265 Subpart G, which details the steps to be taken to perform corrective action. The RAP(s) shall address one or more environmental media at the entire Site or area affected by or any portion thereof. The RAP(s) shall:

(a) Describe the areas at which the remediation will take place, and identify the SWMUs and AOCs addressed and the environmental media being remediated;

(b) Describe the remedial alternatives considered for performing the specified remediation, and the most expeditious schedule for performing each alternative;

(c) If the Permittee plans to adaptively re-use the buildings on-site, describe the proposed adaptive reuse of the buildings. Such description shall include at a minimum: 1) the identification of the buildings to be reused; 2) a proposed schedule for renovation; and 3) the proposed details of how environmental concerns, including but not limited to, building decontamination, provisions to limit the volatile organic compounds occurring in or migrating into the interior of the buildings, and the methodology to be used to evaluate the implementation of the proposed environmental measures.

The Permittee may propose that any adaptive reuse of the Site be conducted in phases, provided the schedule includes the provision for an initial submittal of a generic scoping document describing in detail the methodologies to be used to meet the requirements of the above condition for each phase.

(d) If the Permittee proposes any demolition on-site, describe the proposed demolition of any buildings or structures on-site. Such description shall include at a minimum: 1) the identification of such buildings and the proposed schedule for demolition; 2) the detailed measures to be taken to ensure waste minimization during demolition (including the handling of non-friable asbestos); 3) detailed measures to ensure the proper handling, segregation and disposal of contaminated building materials; 4) detailed measures to be taken to avoid impacts to human health or the environment as a result of demolition; and 5) the measures to be implemented to monitor the proposed demolition.

The Permittee may propose that the demolition of any buildings or structures be conducted in phases, provided the schedule includes provisions for an initial submittal of a generic scoping document describing in detail the methodologies to be used to meet the requirements of the above condition for each phase.

(e) List all the permits and approvals required for each alternative, including but not limited to any permits required under CGS Sections 22a-32, 22a-42a, 22a-342, 22a-361, 22a-368 or 22a-430;

(f) Propose a preferred alternative with supporting justification therefore; and

(g) Propose a detailed implementation plan and schedule to perform the preferred remedial actions, including the generation and collection of any supplemental site information needed to support completion of remedial design. Such schedule shall include a schedule for applying for and obtaining all permits and approvals required for such remedial actions and describe the establishment of financial assurance for each proposed phase of remedial activity.

8. Implementation of Remedial Activities. The Permittee shall perform all remediation activities for soil, sediment, groundwater and surface water pollution in accordance with the approved RAP(s) and any schedules contained therein; and in accordance with RCSA Sections 22a-133k-1 through 3 (Remediation Standard Regulations).

9. Completion of Active Remediation.

(a) The Permittee shall notify the Commissioner in writing at least ninety (90) calendar days prior to the date it expects to complete the active remedial activity(ies) at the Site or area affected by the Site or any portion thereof.

(b) Within sixty (60) calendar days of the completion of the active remediation, the Permittee shall submit to the Commissioner via registered mail, a certification signed by the Permittee and by an independent, registered professional engineer stating that the active remediation phase(s) at the Site or areas affected by the Site or any portion thereof has been completed in accordance with the specifications of the approved RAP(s). Documentation supporting the certification shall be furnished upon the Commissioner's request.

10. Completion of Post-Remediation Monitoring

(a) The Permittee shall notify the Commissioner in writing at least ninety (90) calendar days prior to the date it expects to complete post-remediation groundwater monitoring and monitored natural attenuation at the Site or area affected by the Site or any portion thereof.

(b) Within sixty (60) calendar days of the completion of post-remedial groundwater monitoring and monitored natural attenuation at the Site or area affected by the Site or any portion thereof, the Permittee shall submit to the Commissioner via registered mail, a certification signed by both the Permittee and by an independent registered professional engineer stating that the post-remediation groundwater monitoring, as applicable, has been completed in accordance with the specifications in the approved RAP(s). Documentation supporting the certification shall be furnished upon the Commissioner's request.

(c) Once the corrective action obligations for all media at the Site or area affected by the Site or any portion thereof, has been completed the Commissioner shall issue a Certificate of Completion.

11. Remedy Selection and Notification of Remedial Implementation.

(a) The Permittee shall propose a remedy or evaluate one or more remedial alternatives. The Commissioner may require that specific remedial alternatives be evaluated. All remedial alternatives must meet the threshold and balancing criteria specified below.

Threshold Criteria:

(i) Protect human health and the environment;
(ii) Achieve media cleanup objectives using criteria in RCSA 22a-133k-1 et seq. (Remediation Standard Regulations); and
(iii) Control sources of releases to reduce or eliminate further releases.

Balancing Criteria:

(i) Long-term effectiveness;
(ii) Toxicity, mobility and volume reduction;
(iii) Short-term effectiveness;
(iv) Implementability;
(v) Cost;
(vi) Community acceptance; and
(vii) State acceptance.

The proposed remedy may include any IM implemented to date.

(b) The Commissioner will select and approve the remedy to be implemented at the Facility. The Commissioner is not confined to these alternatives evaluated by the Permittee when selecting and approving a remedy for the Site or area affected by the Site or any portion thereof.

12. Public Participation. The Permittee shall develop and implement a Public Participation Plan. Such plan shall, at a minimum, include: 1) the provision of public notice prior to the start of or completion remediation work at the Site or area affected by the Site or any portion thereof that is consistent with Condition No. II.B.13. of this permit and the requirements of CGS Section 22a-134i; 2) a copy of such notice is submitted to the Commissioner ten (10) calendar days prior to the date of publication; and 3) within thirty (30) calendar days after the end of the public comment period submit to the Commissioner a written summary of all comments received and responses to each comment.

The Commissioner shall review the summary of the comments and the Permittee's response and shall either adopt the responses, adopt the responses with modifications, or reject the responses and prepare a response to each comment.

In the event of substantial changes in the remedial approach, the Commissioner may require an additional opportunity for public comment with respect to such changes.

13. Public Notice Requirements. At the Commissioner's direction and as stated in the Public Participation Plan, the Permittee shall provide public notice of proposed remediation and public notice of the Commissioner's tentative determination that remediation is complete. Each public notice must provide a forty-five (45) calendar day comment period.

(a) Prior to the commencement of any remedial action, the public notice shall summarize the investigations undertaken, the results of the investigations, clearly identify the proposed remedial activities, provide a public location where relevant documents can be reviewed, and include an address and telephone number for a contact person. The Permittee shall:

(i) Publish the notice in a newspaper having substantial circulation in the municipality in which the Site or the affected area is located;

(ii) Broadcast the notice on a radio station during the high volume listening times on the same day the notice is published;

(iii) Provide a copy of the notice to the Director of Health of the municipality where the Site is located;

(iv) Provide a copy of the notice to the owner or operator of the Site (if the Permittee is not the Site owner or operator) and to all persons on the Facility mailing list maintained pursuant to 40 CFR 124.10(c)(1)(ix); and

(v) Erect and maintain a sign at least six (6) feet by four (4) feet for at least thirty (30) calendar days in a legible condition at the Facility, clearly visible from the public highway and including the words "ENVIRONMENTAL CLEAN-UP IN PROGRESS AT THIS SITE. FOR FURTHER INFORMATION CONTACT:", and a telephone number at which any interested person may obtain additional information about the remediation

(b) Prior to the Commissioner's final determination that remediation is complete, the Permittee shall:

(i) Publish the notice in a newspaper having substantial circulation in the municipality in which the Site or the affected area is located;

(ii) Broadcast the notice on a radio station during the high volume listening times on the same day the notice is published;

(iii) Provide a copy of the notice to the owner or operator of the Facility (if the Permittee is not the Facility owner or operator) and to all persons on the Facility mailing list maintained pursuant to 40 CFR 124.10(c)(1)(ix); and

(iv) Include a summary of the basis for the Commissioner's determination and that the Commissioner will accept public comments on the tentative determination for at least forty-five (45) calendar days from the date of publication.

(c) Upon the completion of the public comment period the Commissioner shall make a final determination. If the final determination is that remediation is complete then the Stewardship Permit will be terminated and a Certificate of Completion will be issued.

14. **Miscellaneous.**

(a) Upon transfer of the Facility, the intended reuse of the Facility will be industrial/commercial use and an environmental land use restriction prohibiting residential use will be filed. In the event that the Permittee changes the intended reuse of the Facility to include residential use and no alternative Site-specific criterion is approved by the Commissioner, the Permittee shall use a lead remediation criterion level of 400 mg/kg for the residential direct exposure criterion as authorized by RCSA 22a-133k-2(i).

(b) The Permittee shall achieve volatilization remediation criteria, for the applicable constituents of concern, as provided in the DEP's guidance document entitled "*Proposed Revisions – Connecticut's Remediation Standard Regulations Volatilization Criteria*", dated March 2003, included in Appendix B-3 of this permit, for evaluating the volatilization exposure pathway as it applies to indoor air, until superseded by the amended RSR's, or alternative criteria are proposed in a schedule/scope of work submitted pursuant to Condition No. II.B.7.(c) of this permit and approved in writing by the Commissioner.

(c) For any substances reported at or emanating from the Site, for which no remediation criteria has been adopted, the Permittee shall, in accordance with RCSA Sections 22a-133k-1 through 3, submit for the Commissioner's review and written approval a proposal for additional remediation criteria pursuant to the schedule/scope of work as set forth in Condition No. II.B.2. of this permit.

(d) The Permittee shall not operate the Facility in any manner that stores, treats, or disposes of hazardous wastes or in any way manages hazardous wastes other than hazardous wastes that may be generated during Facility maintenance, authorized closure and/or corrective action activities. Such

waste shall be managed in accordance with all applicable regulations. The Permittee shall comply with all applicable requirements of RCSA Section 22a-449(c)-102 incorporating 40 CFR Part 262 "Standards Applicable to Generators of Hazardous Waste".

C. FINANCIAL RESPONSIBILITY

1. Pursuant to RCSA 22a-449(c)-104 incorporating 40 CFR 264.140, States and the Federal Government are exempt from all requirements of 40 CFR 264 Subpart H, including the requirement to submit cost estimates, liability coverage, and establish a financial assurance instrument. Section II.C of the permit and all other sections requiring financial assurance, liability coverage and cost estimates shall not apply to any entity of the State or Federal Government, including the Department of the Army.

2. The Permittee shall submit for the Commissioner's review and written approval a detailed RAP(s) containing detailed, written estimate(s) of the current cost to perform investigation and remediation of the Site or areas affected by the Site inclusive of closure of the Hazardous Waste Management Units and post-closure care of the land disposal units in accordance with the requirements of this permit. The Permittee shall ensure that such written estimates are prepared in accordance with the methodology specified in RCSA 22a-449(c)-104 incorporating 40 CFR 264.142(a) and 40 CFR 264.144(a), as applicable. Note a fifteen percent (15%) contingency shall be applied to the estimates for unforeseeable elements or events which may increase the cost of performing corrective action.

   The cost estimate for those obligations identified in Condition No. II.B.2.(f) for the contamination of the tidal flats and other nearby surface waters shall be reflected as a zero figure. The Federal Government is responsible for the remediation of the tidal flats pursuant to the Invitation For Bid, which became effective on April 14, 2008.

3. Within sixty (60) calendar days of receiving the Commissioner's written approval of the cost estimate(s), the Permittee shall establish and continually maintain financial assurance using one or more of the instrument formats prescribed by the Commissioner's for investigation and remediation of the Site or areas affected by the Site inclusive of closure of the Hazardous Waste Management Units and post-closure care of the land disposal units. Such assurance may be established incrementally.

   The Permittee shall ensure that the initial value of financial assurance established includes the cost(s) associated with completing the closure of the Hazardous Waste Management Units and post-closure care of the land disposal units.

   The Permittee shall submit a plan for the Commissioner's review and written approval, for incrementally establishing financial assurance. In the event that no plan is submitted, the Permittee shall establish financial assurance such that 10% of the total cost of performing corrective action is initially established and an additional 10% is established annually (e.g. the 2nd year 20%, the 3rd year 30% is established etc...) thereafter such that a total of 100% of the financial assurance is established prior to the expiration of the permit.

4. The Permittee shall adjust amounts of financial assurance to reflect inflationary costs as required by RCSA Section 22a-449(c)-104 incorporating 40 CFR 264.142, and any factors that bear on the cost of performing the work that remains to be completed under this permit. Adjustments shall be made each year, on the anniversary of the establishment of the mechanism(s) for financial assurance until the Commissioner releases the Permittee from the financial assurance requirements of this permit.

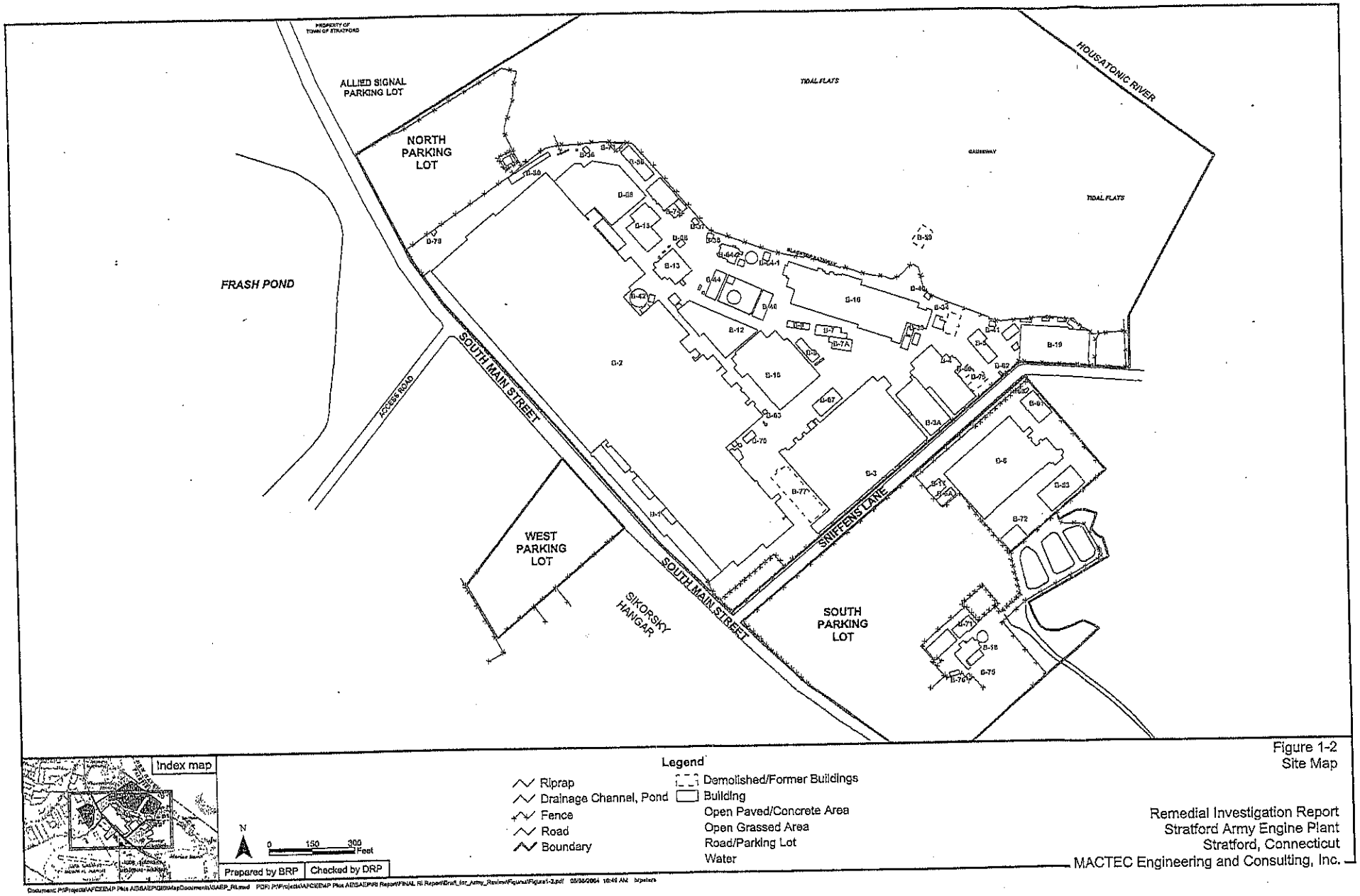
   The latest adjusted cost estimate(s) shall be kept at the Facility and a signed original shall be submitted to the Commissioner within fourteen (14) calendar days of preparation.

5. Upon request by the Permittee, the Commissioner may approve periodic reductions in the amount of financial assurance commensurate with the completion of corrective action activities. Such request shall include a revised cost estimate and demonstration of completed work activities which equates to at least a fifteen percent (15%) reduction in the estimate costs.

6. The Permittee shall maintain such financial assurances in effect until the Commissioner notifies the Permittee in writing that it is no longer required to maintain such a mechanism for financial assurances as provided for in Condition No II.C.7. of this permit.

7. Within sixty (60) calendar days after receiving the certification, submitted pursuant to Condition Nos. II.A.1.(g) and II.A.2.(e), that Final Closure of the Hazardous Waste Management Units and post-closure care of the land disposal units has been completed in accordance with the approved Closure Plan and Post-Closure Plan, the Commissioner will notify the Permittee in writing that it is no longer required to maintain financial assurance for closure of the Hazardous Waste Management Units or post-closure care of the land disposal units, unless the Commissioner has reason to believe that Final Closure has not been performed and/or completed in accordance with the approved Closure Plan or Post-Closure Plan. The Commissioner shall provide the Permittee with a detailed written statement of any such reason(s) to believe that closure has not been performed and/or completed in accordance with the approved Closure Plan or Post-Closure Plan.

8. If the Permittee fails to perform any of the terms or conditions of this permit, the financial assurance shall be available to the Commissioner to perform such terms or conditions of this permit provided that, prior to drawing upon any mechanism(s) for financial assurance, the Commissioner shall notify Permittee, in writing, of the alleged failure to perform and provide Permittee with a reasonable period of not less than fifteen (15) calendar days in which to remedy the alleged non-performance.



Index map

N

0 150 300 Feet

Prepared by BRP | Checked by DRP

Legend

- Riprap
- Drainage Channel, Pond
- Fence
- Road
- Boundary
- Demolished/Former Buildings
- Building
- Open Paved/Concrete Area
- Open Grassed Area
- Road/Parking Lot
- Water

Figure 1-2
Site Map

Remedial Investigation Report
Stratford Army Engine Plant
Stratford, Connecticut
MACTEC Engineering and Consulting, Inc.

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STRATFORD ARMY ENGINE PLANT, STRATFORD, CT -- AREAS OF CONCERN

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
			Hazardous Waste and Waste Oil Area		
1 & 2	Oil House Tank Farm (13 ASTs)	1,1,1-TCA; TCE; PCE; Coolants; Lubricants; Varsol; Hydraulic oils; Spent jet fuel; Waste oils	Oil House Tank Farm constructed in early 1950s. Relocated 30-50 feet west of original location between 1980 and 1982. Waste oil accumulation tanks used from 1981 to 1996. Date of release unknown.	The Waste Oil and Hazardous Waste Accumulation Tanks and aboveground piping were removed in 1998. Chlorinated and fuel-related contaminants were detected in soil within the berm, indicating a release has occurred, likely due to spills or leaks from tanks and/or piping. Concentrations of arsenic and dichloromethane in soils exceed RSR criteria. Concentrations of chloroethane, cis-1,2-DCE, TCE, and vinyl chloride in groundwater exceed RSR criteria.	Remediation required for release. [4] Requires administrative RCRA closure for HW tanks. [5]
3	Hazardous Waste and Waste Oil Transfer Systems Between Buildings 13 and 15	Waste fuel; Waste solvent/oil mixtures; Waste oil	Installed prior to 1970	The waste fuel and waste solvent and oil systems each consisted of a 500-gallon underground receiving tank. The waste oil transfer system consisted of two 400-gallon underground steel tanks. A release of fuels and chlorinated solvents to soil has occurred. Petroleum hydrocarbons were visually observed and detected in a soil boring immediately downgradient of the former USTs. Concentrations of BTEX, cVOCs, VOCs, TPH, PCBs, and inorganics in soils exceed RSR criteria. Concentrations of cVOCs and arsenic in groundwater exceed RSR criteria.	Remediation required for this location. [4]
7	Oil/Alum Tank	Cutting Oils	1976 - 1997	The Oil/Alum tank was an aboveground, 10,000-gallon welded carbon steel tank mounted on a concrete pad. One soil boring was completed beneath the former tank location. Release originating from AOC not suspected based on soil data and thickness of concrete pad. Final RI Comment Response states that no further action is necessary.	Additional evaluation of historical soil under slab may be required. Location is on edge of another AOC; remedial confirmation design must consider the potential for pollution unassociated with the Oil/Alum Tank being present under slab. [4]

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
12 & 53	Container Accumulation and Drum Staging Area Between the Former Oil House Tank Farm and Building 37	Solvents; 1,1,1-TCA; Waste oil; Fuel	Use began prior to 1980. Date of release unknown.	A release of chlorinated and fuel-related VOCs to the underlying soils has occurred. Concentrations of cis-1,2-DCE and xylenes in soil exceed RSR criteria. It is unknown if this release occurred from handling and storage of drums after designation of the area as a container storage area, or prior to that time when the area contained storage tanks.	Remediation required for this location. [4] Requires administrative RCRA closure for HW area. [5]
13	Original Container Storage Area	Hazardous waste	Used from 1980 to 1984	This area (north and northwest of Building 13) was used to accumulate 55-gallon drums of hazardous waste. Insufficient information to determine if release has occurred associated with this AOC. However, a release has occurred in this area from other activities. No samples focused on AOC; in vicinity concentrations of BTEX, cVOCs, VOCs, TPH, PCBs, and inorganics (lead) in soils exceed RSR Criteria.	Remediation required for this location. [4] Requires administrative RCRA closure. [5]
16	Metal Chips Oily Sump (Northwest corner of Building 13)	Cutting oils; Metal chips	Concrete pit for metal chips was removed in 1993.	Sample SB09B11-1 was taken from within the area of the former metal chips bin, but not adjacent to the chip sump. Detected concentrations in samples from SB09B11-1 are not greater than RSR numerical criteria. Release not known or suspected from AOC.	Insufficient information to determine no release occurred from this AOC. [6] Data indicate historical pollution or polluted fill is present in area; additional evaluation may be needed. Also, abutting AOCs require remediation, and their remedial confirmation design must consider this pollution. [4]
28	Building 15 and Associated Satellite Accumulation Areas	Solvents ; Coolants; Hydraulics; Waste oils	Constructed in 1945. Additional storeroom used as primary chemical storage area constructed between 1960 and 1970.	Solvent and fuel-related contaminants were identified in soil; however the presence of the fill from former shoreline filling and an outfall once located beneath Building 15 complicates the determination of the source of the release. Concentrations of TCE and lead in soil exceed RSR criteria.	Remediation required for location. [4]

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
--	Former Chemical Storage and Scrap Metal Reclamation (B-13)	Raw chemicals; Magnesium-thorium; Oily metal chip storage; Titanium and aluminum chips	Constructed in 1944. Date of release unknown. Metal chips concrete sump removed in 1993. Titanium and aluminum chips collection system used from early 1990s to 1996.	Oil-water separator located in Building 13. Concentrations of PAHs and TPH in soil exceed RSR criteria. Concentrations of PCE and TCE in soil vapor exceed RES and I/C VC.	Remediation required for release. [4]
--	Container Storage Pad and Collection Trench Northeast of Building 13	Solvents; Scrap metals; Oils	Drum storage began around 1943. Concrete pad and collection system built in 1993 and used for a two-year period.	Field observations interpreted to indicate no release from AOC. Concentrations of TCE, numerous PAHs, TPH, antimony, arsenic, beryllium, and lead in soil exceed RSR criteria. The source of the contaminants detected in soils is likely from historical usage of this area prior to 1993.	Remediation required for this location. [4]
--	Magnesium-Thorium Scrap Yard Between Building 13 and Building 44	Thorium chips	Scrap yard used in the 1990s. Used historically for storage of drums and debris since 1943.	Sampling from a soil boring completed in the center of the AOC detected pollutants but no pollutants exceeded RSR criteria. Release associated with scrap yard not known or suspected. BTEX, VOC and PCB detections indicate pollution is present in area, believed to be associated with historical usage of area for drum and debris storage.	Data indicate historical pollution or polluted fill is present in area; additional evaluation needed. Remediation may be required if evaluation finds criteria exceeded. Also abutting AOCs require remediation, and their remedial confirmation design must consider this pollution. [4]

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
--	Open Storage Area Between Buildings 16 and 74	Solvents; 1,1,1-TCA; Propane; Oil and grease	Storage occurred from the early 1950s until the 1980s.	The 1953 aerial photograph and a 1956 Fire Insurance Map depict three 1800-gallon propane ASTs at the future location of the OATP (Building 64-2). A 1970 aerial photograph depicts storage tanks adjacent to Building 37 and three small buildings located between Building 38 and the three 1800-gallon propane ASTs. Concentrations of BTEX, cVOCs, PAHs, TPH, PCBs, and inorganics in soils exceed RSR criteria. Concentrations of cVOCs and arsenic in groundwater exceed RSR criteria. Detected analytes in samples associated with this area may have resulted from these storage areas, ASTs historically located within this area, fill used in 1943 to extend the shoreline into the Housatonic, and/or as a result of activities associated with operation of the OATP.	Remediation required for this location. [4]
				Chemical Waste Treatment System	
8	Chemical Waste Treatment Plant (CWTP) Collection System, Pump Station (Building 63), and Associated Piping	Cyanide; Cr(VI); Chlorinated and non-chlorininated solvents; MEK; Naphtha; 1,4-dioxane; Toluene; Metals; Sulfuric acid; Sodium metabisulfite	Operated from 1950s – 1990s	Sampling results indicate releases have occurred; however, evidence suggests there are other potential sources in addition to the CWTP system. Fuel and oil storage in USTs and ASTs and the wide-spread use of solvents in cleaning procedures within Building 2 are likely contributing sources of contamination. Concentrations of antimony, arsenic, cadmium, copper, lead, and TPH in soils exceed RSR criteria. Concentrations of copper, zinc, cyanide, and cVOCs in groundwater exceed RSR criteria.	Insufficient information to determine release status of all lines included in this AOC.[6] Remedial design for site requires additional line-focused evaluations. [4]
9	Chemical Waste Treatment System Cyanide Destruction Facility (Building 70)	Copper; Cadmium; Cyanide; Sodium hypochlorite; Sulfuric acid; Sodium hydroxide	Operated from 1986 to 1997	Prior to CDF construction, this area contained an abandoned underground septic tank that reportedly received zinc chromate paint sludge and solvent from 1941 to 1949 (ESE, 1981). Cyanide was not detected in samples taken adjacent to the CDF and the upstream waste line, nor was copper or cadmium detected at elevated concentrations. Solvent and fuel-related contaminants detected in soil are likely the results of historical activities in this area, including fuel oil storage in USTs, painting and paint storage, waste paint storage and disposal, and open storage. The concentration of arsenic in soil exceeds RSR criteria at SB12B6-2.	No release suspected from AOC activity. (see also AOC 22)

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
10	CWTP in Building 18	Metals; Solvents; Acids; Cyanide; Sulfuric acid; Sodium metabisulfite; Sodium hydroxide	The CWTP was constructed in 1958, and included the Chrome Reduction Unit and clarifier. In 1986 the equalization tanks were constructed, which replaced the equalization lagoon.	The CWTP in Building 18 includes the Chrome Reduction Unit and the Metals Removal Unit. The Chrome Reduction Unit consists of six 9,725-gallon tanks. The Metals Removal Unit consists of one 240,000-gallon and two 120,000-gallon equalization tanks, and a 60,000-gallon clarifier. The concentration of dichloromethane in soil exceeds RSR criteria at EBS43-1. Release is not known or suspected.	Insufficient information to determine no release occurred from this AOC.[6]
11	CWTP Solids Handling Area in Building 71	Metal hydroxide sludge	Operation began in 1986.	This area consists of the Solids Handling Area, located in Building 71, which includes an 8,000-gallon FRP thickening tank and two 1-cubic yard filter presses. No contaminants were detected above RSR criteria in EBS11-1. Release is not known or suspected but confirming information needed.	Insufficient information to determine no release occurred from this AOC.[6]
14	Container Storage Areas A and B (South of Building 18)	Paint; Waste acetone; Waste sodium hydroxide; Waste 1,1,1-TCA; Chromium-contaminated plating wastes; Sodium hydroxide; Waste jet fuel; Waste oil	Used from 1983 to 1986	Containerized liquid and solid wastes, typically in 55-gallon drums, were collected from locations at the facility and brought to these storage areas. Container Storage Areas A and B had a combined storage capacity of 2,750 gallons. No solvent or fuel-related contamination or cyanide was detected in soil samples collected from outside the perimeter of the storage area. PCBs not known to have been handled in this area were detected at less than 1 ppm in soil. No samples were collected from beneath the concrete pad. Release is not known or suspected but confirming information needed.	Insufficient information to determine no release occurred from this AOC.[6] Requires administrative RCRA closure. [5]
15	Sludge Roll-off Container Area North of Building 71	Sludge	From 1986 until the facility ceased operation (date unknown)	No samples were taken from within this area, but the area was contained within a concrete berm and sludge material was stored in the roll-off for a period of less than 90 days.	No release suspected from AOC activity. Requires administrative RCRA closure. [5]

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
18	Equalization Impoundment (Lagoon #1)	Cyanide; Cr(VI); Metal Hydroxide; Sodium hypochlorite; Sodium hydroxides	Operated from 1958 to 1986	The Equalization Lagoon had an approximate capacity of 480,000 gallons. The lagoon has been closed under RCRA Subtitle C, and a post-closure groundwater monitoring program is being conducted. LNAPL has been detected in monitoring well LW-5S, and additional investigations are planned for delineation of the extent of the LNAPL.	RCRA closed LDF under interim status, requires continued post-closure care, updated post-closure plan to meet 40 CFR 264 subparts G&H, compliance monitoring and corrective action as needed in response to monitoring data. Engineered control--requires evaluation of RSR compliance within context of DEP approved RCRA closure. Additional evaluation required for contamination detected in monitoring well LW-5S.

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
19	Sludge Drying Beds (Lagoons #2, #3, and #4)	Cyanide; Cr(VI); Metal Hydroxide; Sodium hypochlorite; Sodium hydroxides	Operated from 1958 to 1986	Lagoon #2 was 8 feet deep with an approximate 547,000-gallon capacity, lagoon #3 was 6.5 feet deep with an approximate 385,000-gallon capacity, and lagoon #4 was 8 feet deep with an approximate 754,000-gallon capacity. These beds have been closed under RCRA Subtitle C, and a post-closure groundwater monitoring program is being conducted.	RCRA closed LDF under interim status, requires continued post-closure care, updated post-closure plan to meet 40CFR264 subparts G&H, compliance monitoring and corrective action as needed in response to monitoring data. Further data may be necessary to compare contaminant concentrations in soil to RSR criteria. Engineered control--requires evaluation of RSR compliance within context of DEP approved RCRA closure.
25	Outfall-008 (OF-008) and Drainage Ditch	Cyanide; Cr(VI); Metal Hydroxide; Sodium hypochlorite; Sodium hydroxides	The outfall was re-constructed in 1979.	Outfall-008 was used to discharge supernatant from the CWTP clarifier to the drainage channel immediately northeast of Building 18 and ultimately to the Housatonic River. Elevated concentrations of VOCs, PAHs, SVOCs, PCBs, and inorganics were identified in sediment impacted by discharges from OF-008. As there are no RSR criteria for sediment, no comparisons were performed.	Requires evaluation of sediment impacts and development of a remedial action plan for mitigation of these impacts to the extent necessary; additional information may be needed.
43	Former UST at Building 18	#2 Fuel Oil	1956 - 1989	A 1,000-gallon #2 Fuel Oil UST was located adjacent to Building 18. Fuel-related contaminants were not detected in SB20A1-1. No contaminants were detected above RSR criteria. No release known or suspected.	RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
				Manufacturing and Plating Areas	
22	Waste Paint Tank Located Between Buildings 2 and 3	Paints (zinc chromate primer); Solvents	1941 - 1949	Paints and solvents were piped to a septic tank. Release from AOC is not suspected. No soil borings were collected at the suspected tank location.	Insufficient data to determine if there is or is not a release from this AOC [6] (See also AOC 9)
26	Building 2 historic septic systems			Release not known or suspected. Soil borings targeting located septic tanks detected contaminants at levels less than RSR criteria.	Insufficient information to determine release status of all septic systems included in this AOC. Remedial design for site may require additional septic system-focused evaluations. [4]
37	Building 10 and Associated Satellite Accumulation Areas	Solvents	Constructed in 1929	Soil borings completed near sumps, drains, and trenches inside Building 10 do not indicate a release from this AOC, although some non-chlorinated-non-aromatic VOCs were detected in soil no contaminants associated with building uses exceed RSR criteria. Concentrations of cVOCs, chromium, and hexavalent chromium detected in groundwater exceed RSR criteria beneath Building 10; and are attributed to groundwater migrating from Building 2. The concentration of arsenic in soil at SB13G1-1 exceeds RSR criteria by several orders of magnitude (a detection of 3,550 mg/kg compared to the I/C DEC of 10.0 mg/kg).	Remediation required for this location. [4]

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
38	Building 2 Former USTs	Fuel oils; Gasoline; Oils	Oil USTs were abandoned in place in 1955. Septic tank was abandoned in place in 1969. Status of other tanks unknown. 2 fuel ASTs outside boiler room in 1940s	Former USTs at Building 2 include two 2,500-gallon oil USTs underneath Building and a 1,500-gallon sanitary UST 2. In addition, five other fuel storage tanks have been identified at Building 2: two 5,000-gallon fuel oil USTs; a 10,000-gallon and a 15,000-gallon fuel oil tank, and a 500-gallon gasoline tank. The status of these tanks is unknown. Samples from AOCs nearest the ASTs show no evidence of release. The exact location of some tanks is unknown. Furthermore, no sample locations were taken proximal to other identified fuel storage tanks at Building 2.	Additional evaluation required to determine no release occurred from this AOC. [6] RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.
49	Building 2 Manufacturing Areas	1,1,1-TCA; TCE; Alkaline cleaners; MEK; Acetone; Toluene; Sodium hydroxide; Chromic acid; Hydrofluoric acids	Constructed in 1929	A release has occurred. Concentrations of TPH, carbon tetrachloride, dichloromethane, TCE, PAHs, arsenic, vanadium, and cadmium in soil exceed RSR criteria. Concentrations of cVOCs in groundwater exceed RSR criteria.	Additional evaluation required. [6] Remediation required for release. [4]
50	Building 2 Plating Area	Chlorinated solvents; Xylene; Toluene; Chromium; Nickel; Copper; Cadmium; Cyanide; TCE; MEK; Carbon Tetrachloride	Operations began in 1951	A release of plating solution occurred where CR(VI) migrated to soils beneath the building floor. Chlorinated solvents used for degreasing and cleaning metal components were released in Building 2. A hexavalent chromium plume was identified in groundwater beneath the Chromium Plating Facility and extends beneath parts of Building 10 and Building 12. Concentrations of chromium and hexavalent chromium in soil exceed RSR criteria. Concentrations of TCE, cadmium, chromium, copper, cyanide, Cr(VI), and nickel in groundwater exceed RSR criteria.	Remediation required for release. [4]
51	Building 3 Plating Area	Solvents; Degreasers; Chromium	Operated from 1951 to mid-1970s	A release has occurred. Elevated concentrations of cVOCs and Cr(VI) were identified in groundwater where chromium plating was conducted. Cr(VI) was detected beneath the southeastern portion of Building 3. Concentrations of cVOCs in groundwater exceed RSR criteria.	Additional evaluation required. [6] Remediation required for release. [4]

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
--	Former Gasoline USTs near Building 10	Gasoline	Approximately 1931 to 1943	Two 1,000-gallon gasoline USTs were identified on fire maps (AFM FIC, 1931). The current status of these tanks is unknown. No release is known or suspected. No detected concentrations in soil boring SB13I1-1 are greater than RSR criteria.	Insufficient information to determine no release occurred from this AOC. RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.
				Research and Development	
31	Building 6 and Associated Satellite Accumulation Areas	Waste calibration fuel; Waste jet fuel; Waste oil	Constructed in 1944	Building 6 was used for engine testing, parts storage, painting, and as an experimental hangar. 55-gallon drums were used for storage within various satellite accumulation areas located throughout the building. A release has occurred from this AOC; Fuel constituents and other VOCs were detected in soil. Also, concentrations of arsenic in soil exceed RSR criteria at sample location SB24A1-1.	Additional evaluation of release needed to determine need for remediation due to release. Remediation required for arsenic at location. [4]
34	Building 3A and Associated Satellite Accumulation Areas	Waste solvents (1,1,1-TCA); Acid wastes; Waste jet fuel; Waste oil	Constructed in 1942	Building 3A was used for engineering and chemical laboratories, a machine shop, a heat treatment area, and office space. Activities conducted within Building 3A have released VOCs to underlying soil. In addition, waste solvents (1,1,1-TCA), waste jet fuel, waste oil, and acid wastes were stored in 55-gallon drums in satellite accumulation areas within the building, although there is no evidence of a release from these activities. Analytical results from soil samples collected beneath the building floor indicate fuel-related contamination. Concentrations of TPH in soil exceed RSR criteria. Results of the 2004 soil vapor survey identified that TCE and PCE concentrations were above soil vapor RES and I/C VC in Building 3A. In groundwater beneath Building 3A, concentrations of PCE exceed RES VC, and cVOC concentrations exceed both RES and I/C VC.	Remediation required for release. [4]

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
39	Building 4 Former Brine UST	Brine; Metals; Sludge	The ECM process was decommissioned in 1987, and the tank was removed in 1989.	A 20,000-gallon brine storage tank is located beneath the northernmost corner of Building 4, and used during the ECM process (cutting of parts by placing metals in a brine bath). No release is known or suspected associated with the brine tank. Although fuel and volatile constituents were detected, no concentrations of detected analytes in soil samples were greater than the RSR criteria.	Data indicate historical pollution or polluted fill is present in area; additional evaluation needed. Remediation may be required for location if evaluation finds criteria exceeded.
40	Building 6 Former USTs	Fuels; Oil; Diesel; Gasoline	Two 550-gallon tanks removed in 1989. Two 5,000-gallon tanks initially abandoned in place in 1979 and removed in 1998.	Four former USTs were used to store fuel and oil for operations conducted in Building 6. There were two 550-gallon fuel USTs, a 5,000-gallon fuel UST, and a 5,000-gallon oil UST. Other storage tanks were identified in the vicinity of Building 6. A 1986 fire map depicts two 250-gallon diesel oil tanks west of the central portion of Building 6, and a 250- gallon gasoline tank. A release has occurred, based on visual evidence: during removal of one 5,000-gallon tank in 1998, petroleum-contamination was visually identified in surrounding soil.	Additional evaluation required for release.[6] Remediation required for release if evaluation finds criteria exceeded.[4] RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.
55	Building 72 and Associated Petroleum Storage Tanks	Diesel; Jet fuel	1965 - 1998	Building 72 served as a pumping station for fuel storage tanks. The building serviced two 10,000 and four 20,000-gallon diesel and jet fuel ASTs. Two 20,000-gallon tanks were installed in approximately 1965; the other four tanks were installed in the early 1980s. A release has occurred from this AOC. Petroleum-contaminated soils were identified during closure of the adjacent sludge drying lagoons in 1986; the contaminated soils were not removed. Concentrations of PAHs in soil exceed RSR criteria.	Additional evaluation required for release.[6] Remediation required for release.[4] RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
56	Research and Development Area in Northern Building 3, Building 3A, and Building 4	Metals; Solvents; Fuels; Oils	Constructed in 1930. A spill of cleaning solvents occurred north of Building 3A in April 1989.	According to the PAS, this area was a disposal and uncontrolled release area. A release has occurred. Fuel-related contaminants and nickel were detected in soil. Chlorinated solvent and fuel-related contaminants were detected in groundwater, and chlorinated solvents were detected in soil vapor. Concentrations of arsenic, nickel, and TPH in soil, cVOCs in groundwater, and TCE and PCE in soil vapor exceed RSR criteria.	Additional evaluation required for release.[6] Remediation required for release. [4]
59	Building 4 Drum Storage Area	Machining oil; Engine oils	Storage began in 1981.	This area was used to store 55-gallon drums of machining oil and engine oils used in engine testing and development at the facility. Release not known or suspected. Concentrations of detected contaminants do not exceed RSR criteria in samples from SB27E2-1, located at an area of staining and a crack in the floor.	Insufficient information to determine there is no release from this AOC. Data indicate historical pollution or polluted fill is present in area; additional evaluation needed. Remediation may be required for location if evaluation finds criteria exceeded.
60 & 61	Building 6A Waste Oil Rags (Satellite Accumulation Area) and Building 6A Waste TPC and Oil (Satellite Accumulation Area)	Waste Oil; TPC (aliphatic hydrocarbon)	Building 6A was built in 1966. Storage in satellite accumulation areas began in 1991.	Waste oil rags and waste TPC and oil were stored in 55-gallon drums in satellite accumulation areas located throughout the building. Fuel and solvent-related contamination were detected in soil at Building 6A. Concentrations of cVOCs in soil exceed RSR criteria.	Additional evaluation required for release.[6] Remediation required for release. [4]

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
--	Building 53 and Associated Fuel Storage Areas	Fuels	Building 53 was constructed in 1961. Open storage occurred in this area since at least 1943.	A 1962 drawing depicts two fuel USTs beneath the southern end of Building 53. A plan from 1964 shows four temporary mobile tankers immediately south of Building 53. Following the construction of Building 6 in 1944 stains and/or tanks are identified in aerial photographs. No samples taken.	Insufficient data to determine if there is or is not a release [6] RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.
				Testing Areas	
23	Building 19 Dry Well	Solvents; Waste fuels; Oils	Disposal to the dry well reportedly ceased in 1987; it is unknown when disposal to the dry well may have begun	The location or existence of the dry well could not be determined based on a review of records and a site inspection conducted in October 2003. No samples taken.	AOC requires resolution through holistic data evaluation using multiple lines of evidence.
30	Building 34 and Associated Satellite Accumulation Areas	Waste oil; Filters; Jet Fuel	Constructed in 1953	Building 34 served as the pumphouse for the Former Jet Fuel Tank Farm. Accumulation areas at Building 34 contained 55-gallon drums of waste oil, filters, and jet fuel. No samples taken.	Insufficient data to determine if there is or is not a release [6]
32	Building 5 and Associated Satellite Accumulation Areas	Waste jet fuel	Constructed in 1954	Reportedly, waste jet fuel was stored within 55-gallon drums in satellite accumulation areas located throughout the building. A 1986 fire insurance map identifies a 600-gallon fuel oil tank located in Building 5A. Release not known or suspected. Soil boring SB27E9-1 analyte concentrations are less than RSR criteria, and do not include fuel constituent detections.	Data indicate historical pollution or polluted fill is present in area; additional evaluation needed. Remediation may be required for location if evaluation finds criteria exceeded. [4]

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
33	Building 19 and Associated Satellite Accumulation Areas	Filters	Unknown	The satellite accumulation areas at Building 19 contained 55-gallon drums of waste filters The locations of the satellite accumulation areas are unknown and likely changed over time. Building 19 was used for jet engine testing and turbine engine research and development. Release has occurred but concentrations of analytes were less than RSR criteria.	Additional evaluation required for release. Remediation required for release if evaluation finds criteria exceeded. [4]
35	Building 43 and Associated Satellite Accumulation Areas	Fuels; Filters	Constructed in the early 1940s	Building 43 was constructed in the early 1940s to serve as a pumping station for a fire suppression tank located adjacent to the building. Building 43 was modified in approximately 1986 to serve as the fuel pumping station for two 60,000 gallon ASTs that supplied the Building 19 jet engine testing and turbine research. Waste fuel and filters were stored in 55-gallon drums located in satellite accumulation areas in the building No samples were collected from this AOC	Insufficient data to determine if there is or is not a release [6] RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.
44	Building 19 Former USTs	Fuels	Tanks removed in 1987	Four former fuel USTs, located in the vicinity of Building 19, were used in support of testing activities within the building. The USTs included two 550-gallon tanks, a 1,000-gallon tank, and a 2,000-gallon tank. Reportedly, all four USTs were removed in 1987 No samples were collected from this AOC	Insufficient data to determine if there is or is not a release [6] RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
45	Jet Fuel Tank Farm Former USTs	Jet Fuel; Diesel; Waste Fuel; Varsol	In use from 1953 - 1989	Eighteen former USTs were located at the Former Jet Fuel Tank near Building 34, including five 20,000-gallon jet fuel tanks, and one 20,000-gallon diesel tank, a 4,000-gallon waste fuel tank, a 5,000-gallon Varsol tank, a 1,000-gallon fuel tank, and nine 300-gallon fuel tanks. During tank removal, approximately 2,000 cubic yards of fuel-contaminated soil, containing levels of toluene and xylenes up to 5,500 ppm were excavated. Soil samples taken following excavation of contaminated soil indicates residual fuel and chlorinated solvent-related contamination. Concentrations of arsenic, benzene, and TPH in soil exceed RSR criteria. Concentrations of vinyl chloride in groundwater exceed RSR criteria.	Additional remediation required for release. [4] RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.
48	Building 16 and Associated Satellite Accumulation Areas	Waste oil; Fuel; Filters; Oily rags	Unknown	Building 16 was used for production and development of engines in test cells, and various satellite accumulation areas that previously stored waste oil, fuel, filters, and oily rags in 55-gallons drums. Fuel-related contamination was detected in soil north of the central portion of Building 16, along the Dike. Concentrations of TPH exceed RSR criteria.	Remediation required for this location. [4]
57	Drum Storage Area East (North) of Building 19	1,1,1-TCA; PCE; Solvents	Unknown	There is documentation of a release of chlorinated solvents and fuel related to drum storage. An additional spill of diesel fuel into this area from overfilling of the adjacent ASTs resulted in the ultimate removal of approximately 120 cubic yards of soil that was sent off-site for disposal. Results of soil and groundwater samples indicate residual fuel and chlorinated solvent contamination in soil and groundwater and PCBs and cyanide in soil at the drum storage area. Concentrations of 1,1,2,2-TCA in soil exceed RSR criteria. Concentrations of cVOCs and arsenic in groundwater exceed RSR criteria.	Additional remediation required for release. [4]

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
58	Scrap Metal Yard North of Building16	Scrap metal; Oils; Greases	Unknown	This area was used to store scrap metal that was reportedly covered in oils and greases. Fuel-related contaminants and PCBs were detected in soil at concentrations of 5 mg/kg or less, and black, tar-like material was noted during soil sampling at one of the soil boring locations. Concentrations of PCBs in soil at SB17A3-4 exceed RSR criteria.	Remediation required for release. [4]
62 & --	Building 7 Waste Oil Satellite Accumulation Area and Building 7/7A Drains	Paints; Solvents; Petroleum; Fuels; Waste oil	Constructed in 1943	The drains associated with Buildings 7/7A handled waste petroleum product. Fuel and solvent-related contaminants and cyanide were detected in soil near the buildings. Concentrations of antimony, arsenic, cadmium, lead, and cVOCs in soil exceed RSR criteria.	Remediation required for release. [4]
63 & 64	Building 8 Flammable Storage Area (Paints and Solvents) and Building 8 Waste Paint Satellite Accumulation Area	Flammable paints; Solvents	Used from 1943 – 1990s	Release not known or suspected; building has concrete containment dike and no floor drains. Concentrations of detected analytes at a boring adjacent to this area are less than RSR criteria.	Release not suspected but data indicate historical pollution or polluted fill is present in area; additional evaluation needed. Also, abutting AOCs require remediation, and their remedial confirmation design must consider this pollution.

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
65-67	Building 19 ASTs North of Building	Diesel; JP-5	Installed in 1953 and removed in 1998. Release in 1990.	Three ASTs, including a 2,000-gallon diesel fuel #2 tank, a 1,000-gallon diesel fuel #2 tank, and a 1,000-gallon JP-5 tank were located to the north of Building 19. The tanks were reportedly occasionally overfilled In June 1990, one of the diesel tanks was accidentally overfilled and 150 gallons of fuel was spilled to the ground surface. Approximately 100 gallons of this was collected by facility personnel and the remaining 50 gallons was removed along with contaminated soils from an open excavation west of the concrete pad, in the area of the drum storage area (AOC 57). The excavated soils were stockpiled in the bermed tank area, sampled, and sent off-site for disposal. Analytical results from samples collected underlying and south of the concrete pad indicate that no contaminants exceed RSR criteria.	Additional evaluation of adequacy of historical remediation may be needed. RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.
68 & 69	Building 19 ASTs Northwest of Building	Jet-A jet fuel; JP-4 jet fuel	Installed in 1986 and removed in 1998.	Two 60,000-gallon jet fuel ASTs were located northwest of Building 19, on a concrete pad in a bermed area. Prior to installation of the fuel tanks, a 400,000 gallon fire suppression tank was located in the area. No release is known or suspected. Analytical results from boring BR-1 located approximately 10 feet northwest of these tanks did not detect fuel constituents.	RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.
--	Building 9 Floor Drains	Oil; Grease; Hydraulic fluid	Constructed in 1943	Batteries, oil, grease, and hydraulic fluid were stored in 55-gallon drums in Building 9. The floor drains lead to the OATP via pump station Building 64-1. Soil boring SB13E1-1 was completed adjacent to the storm drain line from Building 9. Concentrations of detected analytes at sample location SB13E1-1 are less than RSR criteria.	Insufficient data to determine if there is or is not a release [6]

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
--	ASTs Southeast of Building 16 [AKA Building 33 and associated ASTs]	Engine oil; Diesel	1953 - 1998	Four 3,000-gallon engine oil tanks were originally located in this area, likely since construction of Building 16 in 1953. These tanks were removed between 1980 and 1984, and replaced by two 40,000-gallon #2 Diesel ASTs. The diesel tanks were removed in 1998. No soil data beneath B-33.	Insufficient data to determine if there is or is not a release RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.
				Stormwater and Wastewater Systems	
4	Building 16 Floor Drains, Sumps, and Piping	Carbon Tetrachloride; TCE; 1,1,1-TCA; Mercury; Fuels	Used from 1953 until 1991	Documentation indicates that VOCs and fuels were released to the drainage system in Building 16. Detections of VOCs in soils collected along the drainage system and downgradient groundwater suggest that a release has occurred. Other potential contributing sources of VOCs and fuel include prior usage of this area in the 1940s for open storage of containers and documented releases from the Building 34 Jet Fuel Tank Farm. Concentrations of TPH and lead in soils at SB17A2-6 and PCBs at SB17A2-1 exceed RSR criteria. No concentrations of analytes detected in groundwater exceed RSR criteria. In soil vapor, TCE was detected slightly above RSR criteria in SG-99-32.	Insufficient information to determine release status of all lines included in this AOC.[6] Remediation required for release. [4]
5	Stormwater Collection Lines			Determination of a release not possible due to the presence of other sources of contamination.	Remedial design for site may require additional line-focused evaluations.

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
6	OATP in Building 64-2	Copper; 1,1,1-TCA; Ammonia; Sodium hydroxide; Chromic acid; Zyglo ; Oil and grease	The OATP was constructed in 1976. Releases were documented in 1978 and 1981.	This area contains an oil skimmer in Building 64-2, the 200,000-gallon surge tank adjacent to B64-2 and the 10,000-gallon sodium hydroxide (NaOH)/Alum tank at B64-2. Accidental releases to the stormwater system have been documented. No samples have been collected. Following the construction of the waste transfer system and closure of the wastewater collection lines in the early- to mid-1980s, the OATP continued to receive wastewater in the form of supernatant pumped from waste oil tanks at the former Oil House Tank Farm. The continuous or intermittent presence of oil, copper, 1,1,1-TCA, and ammonia discharge to the OATP was noted in the early 1990s. No samples have been collected.	Insufficient information to evaluate releases from system into underlying soils/groundwater. Determination of a release from AOC may be problematic due to location on an area of fill. Active stormwater treatment facility.
52	Facility Outfalls-001 through -006 and associated Intertidal Flats	Solvents; Paints ; Waste oils; Fuels	Constructed in 1953	Solvent, PCBs, and fuel-related contaminants were detected in sediment samples located adjacent to the six facility outfalls associated with the stormwater system. As there are no RSR criteria for sediment, no comparisons were performed. It should be noted however, that these samples are located off the SAEP property within the tidal flats, in an area of the Housatonic River that likely has been contaminated as a result of the numerous industrial operations upstream. The current shoreline is a result of several expansions, most notably in 1943, which utilized both river sediments and fill from offsite.	Requires evaluation of sediment impacts and development of a remedial action plan for mitigation of these impacts to the extent necessary; additional information may be needed to develop RAP.

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
24	Discharge to the Housatonic River and associated Intertidal Flats at Outfall-007	Chromic acid; Cr(VI); Zyglo (metal penetrant dye)		Treated stormwater from the OATP discharges through Outfall 007. Four chemical releases to the intertidal flats have been documented. These releases involved: • In May 1978, a spill of 25 to 30 pounds of chromic acid was discharged into the OATP and into the river via OF-007 (W-C, 1991). • In August 1978, CTDEP was advised that a yellow plume of Cr(VI) was extending approximately 200 yards from OF-007 (CDM FPC, 1992). This release occurred during a period when it is suspected that effluent from the CWTP was routed to the OATP for discharge via OF-007. • Approximately 75 gallons of oil sludge from the OATP bypassed clogged skimmers and discharged from OF-007 in July 1979 (W-C, 1991). • In October 1981, approximately 20 gallons of "Zyglo," a fluorescent metal penetrant dye was spilled into a storm drain and discharged from OF-007 (W-C, 1991). Sediment sample location OF-007 (SD) was taken at Outfall 007. Analytes detected in sediment included cVOCs, VOCs, PAHs, SVOCs, and PCBs. As there are no RSR criteria for sediment, no comparisons were performed.	Requires evaluation of sediment impacts and development of a remedial action plan for mitigation of these impacts to the extent necessary; additional information may be needed to develop RAP.

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
			Miscellaneous AOCs		
17	Soil Pile, South Parking Lot fill area	Fuels; Metals	1989 - 1990	In September 1989, an estimated 3,000 cubic yards of contaminated soil, discovered during removal of USTs at the Jet Fuel Tank Farm were excavated and stockpiled at the South Parking Lot. Toluene and xylene were detected at levels up to 5,500 mg/kg in these soils. Additional samples collected just outside the area of removal identified soil containing TPH at concentrations up to 5,500 mg/kg. In 1990, Buildings 52 and 55 were demolished in order to construct Building 65. During excavation for the Building 65 foundation, contaminated soils contained petroleum hydrocarbons and inorganics including cadmium, chromium, lead and copper distributed throughout much of the Building 65 area (Textron 1991). An estimated 12,000 cubic yards of contaminated soil was excavated to the low-tide water level and added to the soil pile at the South Parking Lot. The soils were aerated on-site to reduce contaminant levels and then placed in the South Parking Lot. Concentrations of 1,1,2,2-TCA, PAHs, SVOCs, and cadmium exceed RSR criteria for samples from borings completed in the final placement location of this soil.	Reuse of treated soil requires evaluation of RSR compliance within context of DEP approved placement.
20	Causeway			Non time Critical Removal Action installed erosion resistant cover structure isolating soils from direct exposure.	Removal Action Completed Requires evaluation to validate as final remedy, an Environmental Land Use Restriction preventing disturbance, and appropriate O&M and Financial assurance

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
21	Building 65 Area; Previous Location of Buildings 52 and 55	Paint (zinc-chromate); Petroleum	Unknown	In 1990, Buildings 52 and 55 were demolished in order to construct Building 65. Buildings 52 and 55 had previously been used for production material warehousing. During excavation for the Building 65 foundation, contaminated soils were discovered that contained petroleum hydrocarbons and inorganics including cadmium, chromium, lead and copper distributed throughout much of the Building 65 area. This contamination was believed to partially be the result of disposal of zinc-chromate undercoat used in aircraft painting processes conducted in Building 2 in the 1940s, and/or from fill obtained from contaminated river sediments. An estimated 12,000 cubic yards of paint- and petroleum-contaminated soil was excavated to the low tide water level and placed in a soil pile in the South Parking Lot. Soil samples were collected outside the footprint of the excavated soils. The concentration of TPH in soil at SB06A2-2 exceeds RSR criteria.	Additional evaluation of AOC required.[6] Further remediation required for release if evaluation finds criteria exceeded.
27	Building 58 and Associated Satellite Accumulation Areas	Waste 1,1,1-TCA; Waste jet fuels	Constructed in 1967	Waste 1,1,1-TCA and waste jet fuels were stored in satellite accumulation areas located in the building. This area was also used for open storage in the 1950s and 1960s. It is not believed that activities within the building were associated with a release. Oil was reportedly observed in subsurface soil during pile driving for construction of the building. This area was used for open storage in the 1950s and 1960s. No samples were collected from this AOC.	Insufficient data to determine if there is or is not a release. Visual evidence reported of pollution in area, likely not associated with AOC, but requires further evaluation.
29	Building 48 and Associated Satellite Accumulation Areas	Paint cans	Constructed in 1961	Prior to construction of Building 48, aerial photographs indicated that this area was used for open storage. Paint cans and waste paint were stored in Building 48 in 55-gallon drums in satellite accumulation areas located in the building. Release determination not possible due to contamination in area. The concentration of dichloromethane in soil exceeds RSR criteria.	Remediation required for this location. [4]

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
36	Building 12 and Associated Satellite Accumulation Areas	Ammonia; Waste filters	Constructed in 1942	Waste filters were stored in accumulation areas located in this building. A 1943 fire insurance map depicts a machine oil storage area adjacent to the building. A 1956 map shows three 1,000 gallon anhydrous ammonia tanks in this area. No soil samples collected from this AOC.	Insufficient data to determine if there is or is not a release.
41	Building 9 Former USTs	Gasoline	Shown on maps as early as 1931. Four tanks removed in 1989 and two tanks removed in 1995.	Fire maps indicate gasoline USTs in the area southeast of Building 9 and north of Building 10. A total of six tanks were located in this area: two 2,500-gallon unleaded gasoline tanks, two 3,000-gallon gasoline tanks, and two 3,000-gallon unleaded gasoline tanks. A release has occurred but no analytical results exceed RSR criteria.	Additional evaluation of AOC required.[6] RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.
42	Building 9 USTs				see AOC 41
46	Building 52 Former UST	Oil	Abandoned in place in 1969	A 1,000-gallon oil UST was located beneath Building 52 until it was sand filled and abandoned in 1969. One soil boring (SB08J1-1) adjacent to the UST found no concentrations of detected analytes greater than the RSR criteria.	RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.
47	Building 73 Radioactive Waste Storage Area			Following radiological surveys of the former storage areas, the NRC released the AOC for unrestricted use. No samples for other potential pollutants at area.	NRC License terminated 29 September 2000. No further action for radiation issues. Additional evaluation of location required for pollutants other than radiation. Remediation required if evaluation finds criteria exceeded. [4]

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
54	Building 17	No 4. fuel oil	1952 – late 1980s	A 10,000-gallon aboveground storage tank that contained No. 4 fuel oil was used to supply fuel to a boiler located in this building. Petroleum stained soils observed in area in 1988 but not removed Release not known or suspected from AOC; any release would flow over slab to floor drain. No concentrations of detected analytes in soil adjacent to floor drain are greater than the RSR numerical criteria.	Visual evidence of release reported at location may indicate historical pollution or polluted fill is present in area. Additional evaluation needed. Also, abutting AOCs require remediation, and their remedial confirmation design must consider this pollution. RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.
70-72	ASTs near Building 44	Oil-alum; Methanol Fuel Oil #6	Unknown	Three ASTs were located in this area: a 10,000-gallon oil-alum tank was transferred from its location near Building 13 in 1988; a 5,000-gallon methanol AST; and a 400,000-gallon Fuel Oil #6 AST. No soil samples collected from this AOC.	Insufficient data to determine if there is or is not a release. [6] RSR compliance demonstration requires representative sampling; additional data, including TPH sampling, is needed.
73	Fuel, Lubricating, and Hydraulic Oils near Building 69	Fuels; Lubricating oil; Hydraulic oil	1980 - 1991	Fuels and lubricating and hydraulic oils were stored near former Building 69. Reportedly, less than 13,750 gallons (at any given time) of these fluids were stored in 55-gallon drums in this area No soil samples collected from this AOC.	Insufficient data to determine if there is or is not a release. [6]
74 & 75	PCB Transformers in Building 2 and Building 3	PCB		Release not known or suspected, based on visual observations made during transformer removal. All PCB containing transformers were removed in 2005, after RI preparation.	Insufficient information; pending DEP receipt and review of transformer removal report of actions.

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
--	Former Pits or Lagoons - North Parking Lot	Fuels	1940s	Aerial photography from 1943 indicates the presence of possible pits or small lagoons in the North Parking Lot. In 1944, Building 2 was expanded to the northwest, and during the expansion this area was likely filled. No disposal history for this area is available. Analytical results from samples collected in this area indicate fuel-related contaminants. Concentrations of arsenic and TPH in soil exceed RSR criteria.	Remediation required for release. [4]
--	Shed North of Building 12 Used to Store Cuttings	Metals cuttings; Machine oils	1990s	A shed located to the northwest of Building 12 was used to store metal cuttings in the 1990s, in a dumpster within a covered bermed area. A former building was located in this area during the 1940s, and was used as a test house and as a mould shop. Machining oils were stored in an adjacent portion of Building 12. Aerial photography from 1970 and 1980 show open storage in this area. A release is not known or suspected from the cutting storage activity. No analytes were detected in soil at a sampled location in the shed.	Insufficient information to determine if a release occurred associated with historical area usage. Remediation required if evaluation finds criteria exceeded. [4]
				Additional areas identified by DEP	
--	PCB containing oil in vicinity of sump near Pump House 38			PCBs were detected in waste oil in the sump at Building B-38. Following the identification of PCB containing oil the stormwater line leading to Building B-38 sump was lined to prevent infiltration. Investigation conducted after RI preparation documents PCBs remain in soil near the stormwater line.	Remediation required for release. [4]
--	Fill Areas			Areas of fill are present on site, especially along former shoreline filled in 1940s. Baseline soil evaluation identified pollution present in soils and above screening criteria is commonly but not always associated with an AOC. Origin of this pollution (from AOCs or fill quality or general usage of area not associated with an AOC) may be indeterminate.	Remediation required for pollution in area, and may require additional samples depending on remedial approach. RSR DEC compliance evaluation required for fill soils not removed through consolidation of multiple AOCs and proximate fill soils above criteria.

AOC # [1]	Description [2]	Potential Pollutant(s) [2]	Date of Storage, Release, or Disposal [2]	Environmental Summary [2]	AOC Status [3]
--	Isolated Areas with detections of pollution			Localized areas of shallow (possibly fill) soils are above the baseline criteria/deflection point but not apparently associated with an identified AOC, notably but not limited to the following, where RSR criteria are exceeded: PAHs in location between B2 and B65, in front of B2 along Main Street, south parking lot area (including near B71), and small parking lot near corner of Main St and Sniffins Lane. Cadmium in south parking lot. Several pollutants in the general vicinity of B7-9, and north of B42 extending towards the Hazardous Waste and Waste Oil Area.	Insufficient information to determine if localized detections above criteria reflect release from an unidentified AOC or are fill-related. Further evaluation needed to determine the degree and extent of the pollution above criteria. Remediation required where pollution is above criteria. Some areas are in or near AOCs to be remediated and may be concurrently mitigated. [4]
--	Site-wide Baseline Condition	Various cVOCs, BTEX, TPH, PAHs, metals		Some site baseline concentrations are above naturally occurring levels, and some baseline screening criteria/deflection points exceed RSR criteria. These are attributed to general site usage/filling and/or assumed existence of numerous small isolated releases. TPH exceeds Residential DEC in shallow soils. Chlorinated VOCs and petroleum hydrocarbons may be present at levels above RSR criteria in groundwater and soil vapor underlying much of the Main Parcel.	Remediation/control (e.g. ELUR) required for statistical site-wide conditions above criteria.

Acronyms[2]:

1,1,1-TCA = 1,1,1-trichloroethane
AOC = Area of Concern
AST = Aboveground storage tank
Bgs = Below ground surface
BTEX = Benzene, toluene, ethylbenzene, and xylene
CDF = Cyanide Destruction Facility
cis-1,2-DCE = cis-1,2-dichloroethene
Cr(VI) = Hexavalent chromium
cVOCs = Chlorinated volatile organic compounds
CWTP = Chemical Waste Treatment Plant
DEC = Direct exposure criteria of RSR
ECM = Electrochemical machining
ELUR = Environmental Land Use Restriction
I/C = Industrial/commercial
LDF = Land disposal facility per RCRA
LNAPL = Light non-aqueous phase liquid
mg/kg = Milligrams per kilogram
NaOH = Sodium hydroxide
NPDES = National Pollutant Discharge Elimination System
NRC = Nuclear Regulatory Commission
O&M = Operations and Maintenance PlanOATP = Oil Abatement Treatment Plant
OF = Outfall
PAH = Polynuclear aromatic hydrocarbon
PCB = Polychlorinated biphenyl
PCE = Tetrachloroethene
RAP = Remedial Action Plan
RCRA = Resource Conservation and Recovery Act
RSR = Remediation Standard Regulation
SAEP = Stratford Army Engine Plant
SVOC = Semi-volatile organic compound
TCE = Trichloroethene
TPH = Total petroleum hydrocarbons
USEPA = United States Environmental Protection Agency
UST = Underground storage tank
VOC = Volatile organic compound
VC = Volatilization Criteria

Notes:

1. Not all AOCs have assigned numbers. AOC variously used to describe specifically the waste management practice and also the particular footprint at SAEP, irrespective of the waste handling.
2. Information derived from Final RI.
3. Status as determined by DEP
4. For remedial design additional site information may be needed, depending on the remedial approach selected.
5. Administrative closure under RCRA may require re-evaluation of containment integrity and potential release pathways through chip, wipe or core sampling. If pollution is present under containment, regardless of origin, location must be identified as an AOC and integrated into corrective action program.
6. See Army letter dated 30 January 2006, which identified additional evaluations to be implemented as part of remedial design. Note that with different remedial options data needs may vary and that DEP has thus deferred approval of specific data evaluations proposed in letter.

SECTION III

Stewardship Permit
Compliance Schedule

Stratford Army Engine Plant
EPA ID No. CTD001181502
Permit No. DEP/HWM/CS-134-003

SECTION III
COMPLIANCE SCHEDULE

A. All conditions set forth in Section III.A. of this permit, shall be conducted within thirty (30) calendar days of the effective date of this permit or upon transfer of the permit whichever is later. Otherwise, the Permittee may be subject to formal enforcement actions.

1. Retention of Consultant. The Permittee shall retain one or more qualified consultants acceptable to the Commissioner to prepare the documents and implement or oversee the actions required by this permit and shall, by that date, notify the Commissioner in writing of the identity of such consultant(s), and the sections of this permit for which they have been retained. The Permittee shall similarly inform the Commissioner within ten (10) calendar days of retention of any additional or replacement consultants.

   The primary consultant(s) retained to perform all investigation and remediation activities in response to this permit must be an independent, licensed environmental professional, and must provide professional services in accordance with RCSA Section 22a-133v-1 through 8 (the Licensed Environmental Professional Regulations). Nothing in this paragraph shall preclude the Commissioner from finding a previously acceptable consultant unacceptable.

B. All conditions set forth in Section III.B. of this permit, shall be conducted within sixty (60) calendar days of the effective date of this permit. Otherwise, the Permittee may be subject to formal enforcement actions.

1. Security Plan. The Permittee shall submit a Security Plan, to meet the requirements of Condition No. II.B.2.(e) of this permit. A revised plan shall be submitted within sixty (60) days prior to implementation of significant changes in site conditions as a result of site redevelopment (occupancy of buildings, demolition of buildings, major change of access routes, etc.).

2. Submittal of Schedules. The Permittee shall submit for the Commissioner's review and written approval a schedule for:

   (a) The submission of a Closure Plan for the Hazardous Waste Management Units, including an outline of a proposed closure approach and schedule in accordance with Condition No. II.A.1.(a) of this permit.

   (b) The submission of a revised Post-Closure Plan for the RCRA Land Disposal Units , in accordance with Condition No. II .A.2.(b) of this permit.

3. Liability Coverage. The Permittee shall submit for the Commissioner's review the liability coverage required pursuant to Condition No. II.A.(1)(h) of this permit.

C. All conditions set forth in Section III.C. of this permit, shall be conducted within one hundred twenty (120) calendar days of the effective date of this permit. Otherwise, the Permittee may be subject to formal enforcement actions.

1. Preparedness/Contingency Plans. The Permittee shall submit the Preparedness, Prevention, Contingency and Emergency Plans and Procedures, to meet the requirements of Condition No. I.E.12. of this permit. A revised plan shall be submitted within sixty (60) calendar days of significant changes in Site conditions.

2. O&M Plan. The Permittee shall submit a comprehensive Operations and Management Plan for all remedial systems of treatment and control, in accordance with Condition No. I.E.9. of this permit. A revised plan shall be submitted within sixty (60) calendar days of installation of any future remedial system of treatment and control.

3. Public Participation Plan. The Permittee shall submit a Public Participation Plan for the Commissioner's review and written approval in accordance with the requirements of Condition No. II.B.12. of this permit.

4. Cost Estimate for Closure. The Permittee shall submit for the Commissioner's review and written approval the cost estimate for performing closure of the Hazardous Waste Management Units in accordance with Condition No. II.C.2. of this permit.

5. Cost Estimate for Post-Closure. The Permittee shall submit for the Commissioner's review and written approval the cost estimate for performing post-closure care of the land disposal units in accordance with Condition No. II.C.2. of this permit.

6. Submittal of Schedules. The Permittee shall submit for the Commissioner's review and written approval a schedule for the submission of:

(a) The identification of data gaps in the site investigation and the evaluation of compliance with the RSRs in accordance with Condition No. II.B.2.(a) of this permit;

(b) A Quality Assurance Project plan (QAPP) in accordance with Condition No. II.B.2.(b) of this permit;

(c) The Preconstruction Survey in accordance with Condition No. II.B.2.(d) of this permit;

(d) The RAP(s) for the Site in accordance with Condition No. II.B.7. and the associated cost estimate in accordance with Condition No. II.C.2. of this permit.

D. All conditions set forth in Section III.D. of this permit, shall be conducted within one hundred and eighty (180) calendar days of the effective date of this permit. Otherwise, the Permittee may be subject to formal enforcement actions.

1. The Permittee shall develop and submit for the Commissioner's review and written approval, ecologically based and human health remedial goals for groundwater migrating off the Site to the tidal flats and other nearby surface waters in accordance with Condition No. II.B.2.(f) of this permit.

2. The Permittee shall develop and submit for the Commissioner's review and written approval, ecologically based and human health remedial goals for sediments within the tidal flats and 008 outfall area in accordance with Condition No. II.B.2.(g) of this permit.

E. All conditions set forth in Section III.E. of this permit, shall be conducted within three hundred sixty five (365) calendar days of the effective date of this permit. Otherwise, the Permittee may be subject to formal enforcement actions.

1. Progress Reports. The Permittee shall submit a progress report for the Commissioner's review describing the actions which the Permittee has taken to date to comply with the terms and conditions of this permit and annually thereafter until all actions required by this Permit have been completed to the Commissioner's satisfaction.

EXHIBIT D

PERMIT TRANSFER FORM

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Central Permit Processing Unit
79 Elm Street
Hartford, CT 06106-5127

Permit Transfer Form

Please complete and submit this form and the appropriate transfer fee(s) to the address indicated above in order to request a permit transfer. DEP will notify both the proposed transferee and the licensee of the approval or disapproval of the registration. Print or type unless otherwise noted.

DEP USE ONLY

Part I: Permit Type and Fee Information

Permit Type: (check all that apply)		No. of permits	Transfer Fee for *each* permit	Fee Subtotal
☒	Air Emissions (All registrations pursuant to the former RCSA 22a-174-2 and all permits)	**5**	$940.00	**4,700.00**
☒	Water Discharges	**1**	$940.00	**940.00**
☐	Inland Water Resources: Diversion, Flood Management, Inland Wetlands and Watercourses, Dam Safety, Stream Channel Encroachment Lines, 401 Water Quality Certification		$750.00	
☐	Office of Long Island Sound Programs: Structures, Dredging and Fill; Tidal Wetlands; Removal of Sand and Gravel (Marine Mining); and 401 Water Quality Certificate			
☐	Waste Transportation			
☐	Solid Waste Facilities		$940.00	
☐	Solid Waste Landfills		$940.00	
☐	Hazardous Waste TSDF		$940.00	
☐	CGS Section 22a-454 Waste Facilities		$940.00	
☒	Stewardship	**1**	$940.00	**940.00**
			Fee Total	**6,390.00**

Part I: Permit Type (continued)

1. Facility I.D. or EPA I.D. number (if applicable): **CT D001181502**
2. Identify the permits you are proposing to transfer.

Permit Type	Permit Number	Expiration Date	Date of Proposed Transfer
Air Emissions	**178-0057 Generator**	**N/A**	**TBD**
Air Emissions	**GPLPE 178-0077**	**2/24/2011**	**TBD**
Air Emissions	**178-0061 (Boiler #1)**	**N/A**	**TBD**
Air Emissions	**178-116 (Boiler #2)**	**N/A**	**TBD**
Air Emissions	**178-087 (Boiler #3)**	**N/A**	**TBD**
RCRA	**DEP/HWM/CS-134-003**	**10/2/2018**	**TBD**
General Storm Water	**GS 1000878**	**N/A**	**TBD**

☐ Check here if you have more permits you are proposing to transfer.
If so, label and attach additional sheet(s) with the above information for each permit.

Part II: General Information

1. Name of facility project or project number: **Stratford Army Engine Plant**

   Street Address or Description of Location: **550 Main Street**

   City/Town: **Stratford** State: **CT** Zip Code: **06615**

2. Fill in the name, address and phone number of the current licensee.

   Name: **Department of the Army**

   Mailing Address: **600 Army Pentagon**

   City/Town: **Washington, D.C.** State: **DC** Zip Code: **20310-0600**

   Business Phone: **703-602-2854** ext. Fax:

   Contact Person: **Thomas E. Lederle** Title: **Chief, Industrial Branch**

   Permit Number(s): **See part I, Section 2, above**

   ☐ Check here if there is more than one licensee.
   If so, label and attach additional sheet(s) with the above information for each licensee.

3. Fill in the name, address and phone number of the proposed transferee.

   Name:

   Mailing Address:

   City/Town: State: Zip Code:

   Business Phone: ext. Fax:

   Contact Person: Title:

   Permit Number(s):

   ☐ Check here if there is more than proposed transferee.
   If so, label and attach additional sheet(s) with the above information for each proposed transferee.

Part II: General Information (continued)

4. Proposed transferee's interest in the property at which the permitted activity is located:

☒ site owner ☐ option holder ☐ lessee
☐ easement holder ☐ operator ☐ other (specify)

☐ Check here if there are co-applicants. If so, label and attach additional sheet(s) with the required information as supplied above.

5. List new primary contact for departmental correspondence and inquiries, if different than the proposed transferee.

Name:

Mailing Address:

City/Town: State: Zip Code:

Business Phone: ext. Fax:

Contact Person: Title:

6. List new attorney or other representative(s), if applicable.

Firm Name:

Mailing Address:

City/Town: State: Zip Code:

Business Phone: ext. Fax:

Attorney Name:

7. New Property, Facility and/or Site Owner, if different than the proposed transferee.

Name:

Mailing Address:

City/Town: State: Zip Code:

Business Phone: ext. Fax:

Contact Person: Title:

Location address, if different than mailing address:

☐ Property owner ☐ Facility owner ☐ Site owner

Type (check one): ☐ individual ☐ private company ☐ federal ☐ state ☐ municipal

☐ Check here if additional sheets are necessary and attach them to this sheet.

8. New Facility Operator, if different than the owner.

Name:

Mailing Address:

City/Town: State: Zip Code:

Business Phone: ext. Fax:

Contact Person: Title:

Type (check one): ☐ individual ☐ private company ☐ federal ☐ state ☐ municipal

Part III: Supporting Documents

Be sure to read the instructions (DEP-INST-006) to determine all documents that must be submitted with this registration form. Check the applicable boxes as verification that *all applicable* attachments have been submitted with this registration form. When submitting any supporting documents, please label the documents as indicated in this part (e.g., Attachment A, etc.) and be sure to include both the licensee and the proposed transferee's name.

☒ Attachment A: Applicant Background Information (DEP-APP-008) (if applicable) (Do ***not*** include for transfer of permits for solid waste facilities)

☒ Attachment B: *Applicant Compliance Information* (DEP-APP-002)

☐ Attachment C: *Submit the following only if transferring the types of permits indicated below:*

1. Business Information *(Submit only for transfer of permits for CGS Section 22a-454 Waste Facilities:)*
2. Financial Assurance *(Submit only for transfer of permits for CGS Section 22a-454 Waste Facilities* ***Non-RCRA*** *Hazardous waste facilities)*
3. EPA RCRA Part A and changes to Part B application *(Submit only for transfer of 1) permits for facilities which treat, store or dispose of their own* ***RCRA*** *hazardous waste and 2) permits for* ***RCRA*** *post closure and 3) permits for CGS Section 22a-454* ***RCRA*** *hazardous waste facilities)*

☐ Attachment D: *Submit the following only for transfer of permits for Solid Waste Facilities:*

1. Background information (DEP-WEED-APP-101)
2. Business Information

☐ Attachment E: *Submit the following only for transfer of permits for Waste Transporters*:

1. *List of Transporter Permits Held in Other States* (DEP-WEED-APP-401)
2. Certificate of Insurance and MCS-90 Forms
3. *Spill Clean-up Contractor Application* (DEP-WEED-APP-406), if applicable
4. Additional Applicant Information

☐ Attachment F: *Submit the following only for transfer of permits administered by OLISP pursuant to statutes regulating work in tidal, coastal or navigable waters or tidal wetlands:*

1. A copy of the permit drawings identifying the components of the project that have been completed and the portion of the project or work elements that remain to be conducted.
2. Photographs or other demonstration (e.g., as built drawings) that the work authorized and completed has been constructed/conducted in accordance with the permit.

Part IV: Registration Certification

The licensee(s) *and* the proposed transferee(s) and the individuals responsible for actually preparing the registration must sign this part. A registration will be considered insufficient unless *all* required signatures are provided.

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.

I certify that this permit transfer registration is on complete and accurate forms as prescribed by the commissioner without alteration of the text.

I understand that this transfer shall become effective immediately upon the commissioner's written approval of this request. I understand that there are significant penalties for conducting any activity requiring a permit from DEP without the required permit. I understand that this permit transfer registration form is only to be used for changes in owners and operators of the licensed activity; if other changes are being proposed to the facility or site or facility operations, the proposed transferee must also request a permit modification.

I understand that a false statement in the submitted information may be punishable as a criminal offense, in accordance with section 22a-6 of the General Statutes, pursuant to section 53a-157b of the General Statutes, and in accordance with any other applicable statute."

Signature of Licensee	Date
Thomas E. Lederle	**Chief, Industrial Branch**
Name of Licensee (print or type)	Title (if applicable)

Permit Number(s):

In addition to the above certification statement, by signing below as transferee, I hereby further certify that I am willing and able to fully comply with the terms and conditions of the permit(s) referenced in this document.

Signature of Proposed Transferee	Date
Name of Proposed Transferee (print or type)	Title (if applicable)
Signature of Preparer	Date
Name of Preparer (print or type)	Title (if applicable)

☐ Please enter a check mark if additional signatures are necessary. If so, please reproduce this sheet and attach signed copies to this sheet.

EXHIBIT E

ENVIRONMENTAL CONDITION ASSESSMENT FORM

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER PROTECTION AND LAND REUSE
REMEDIATION DIVISION
79 ELM STREET, HARTFORD, CT 06106-5127
(860) 424-3705 www.ct.gov/dep/remediation

ENVIRONMENTAL CONDITION ASSESSMENT FORM (ECAF)

This form must be certified by the responsible party, owner, or certifying party, as applicable. This certification attests that the information contained in the ECAF is correct and accurate to the best of the certifying party's knowledge. In addition, a Licensed Environmental Professional (LEP) must certify to supervising the completion of the ECAF. For detailed directions on completing each part of the ECAF, refer to the instructions. The ECAF is to be a stand-alone document; do not reference attachments, with the exceptions of maps and receptor surveys.

Check the box to indicate the program for which this form is being submitted:

☐ Connecticut General Statutes (CGS) section 22a-134a(a)-(e), Property Transfer filing

☐ CGS section 22a-133x, Voluntary Remediation

☐ Other (specify)

ECAF submitted for ☐ Entire Property or ☐ Release Area

DEP USE ONLY
Date and File Room Stamp

RemID#:

Part I: Site Identification

1. Name of Site:

   Street Address:

   City/Town: State: Zip Code: -

2. Description in Property Deed:

   Recorded on page in volume of the Town of land records, as lot ,

   block , on map in the Tax Assessor's Office.

3. Site Details: Total Acreage: Latitude & Longitude (Decimal Degrees):

   Acres Undeveloped: Building Footprint Square Footage:

4. Provide a location map that is based on a USGS quadrangle and shows the location of the site.

5. Include a site plan(s) with current and historical structures and boundaries, hazardous waste and solid waste management areas, areas of operation, areas of concern, release areas, UST and AST locations, septic systems, water supply wells, monitoring wells, groundwater flow direction, limits of groundwater plume, sampling locations, and extent of remediation, if known.

Part II: Contact Information

1. Business/person submitting this form:

   Business Name: E-mail Address:

   Authorized Representative: Title:

   Mailing Address:

   City/Town: State: Zip Code: -

   Business Phone: - - Ext. Fax: - -

2. Person who will serve as primary technical contact:

   Primary Contact: Firm Name:

   Mailing Address: E-mail Address:

   City/Town: State: Zip Code: -

   Business Phone: - - Ext. Fax: - -

3. Owner of the parcel:

   Name: E-mail Address:

   Mailing Address:

   City/Town: State: Zip Code: -

   Business Phone: - - Ext. Fax: - -

Part III: Documentation

List the documentation on which the information submitted on this form is based. Do not reference attached documentation in lieu of completing this form.

Title	Date	Consultant	On File / Provided

Part IV: Site History

1. DEP Program Involvement:

Previous Filings

Type	Date	LEP / DEP Oversight

Verifications

Type	Date	Status

Significant Environmental Hazard Notification

Notification Date	Resolution Date

Enforcement Action by EPA: ☐ Yes ☐ No

Enforcement Action by DEP: ☐ Yes ☐ No [List Action(s) issued by DEP in table.]

Number	Type	Date	Responsible Party	Status

Other DEP involvement: ☐ Yes ☐ No. [Briefly describe, including timeframes (limit 300 characters)]:

2. Current and historical RCRA notifier status:

Notifier Status	Time Period	Permit Status

3. Releases reported to CT DEP Oil & Chemical Spills: ☐ Yes (list details below) ☐ No

Location	Date	Material and Quantity Released	Status
			☐ open / ☐ closed
			☐ open / ☐ closed
			☐ open / ☐ closed
			☐ open / ☐ closed
			☐ open / ☐ closed
			☐ open / ☐ closed
			☐ open / ☐ closed
			☐ open / ☐ closed
			☐ open / ☐ closed
			☐ open / ☐ closed
			☐ open / ☐ closed
			☐ open / ☐ closed
			☐ open / ☐ closed
			☐ open / ☐ closed

4. Briefly summarize the current and historical industrial and/or commercial use(s) of the site, including dates (limit 1,000 characters):

5. Briefly summarize the hazardous substances and petroleum products presently or formerly handled at the site, including materials, volumes / quantities, and management methods (limit 1,000 characters):

Part V: Environmental Assessment

1. Phases of environmental investigation / remediation completed to date (provide dates):

   Investigation conducted: Phase 1 Phase 2 Phase 3

   Remedial design (RAP) Public Notice

   Remediation initiated (first unit) Remediation completed (last unit)

   Post-remedial monitoring initiated Natural attenuation monitoring initiated

2. Soil Investigation: How many soil samples were analyzed versus the number of samples where pollution was detected? Shallow soil / Soil >2 feet deep /

3. Soil Vapor Investigation: How many soil vapor samples were analyzed versus the number of samples where pollution was detected? Soil vapor /

4. Sediment Investigation: ☐ Completed (☐ Impact ☐ No impact)
   ☐ Pending ☐ Unknown if needed ☐ None

5. Groundwater Investigation:

   How many sampling points/monitoring wells were used to investigate the groundwater?

   Number of overburden wells Number of bedrock wells

   Is there a plume on-site? ☐ Yes ☐ No

   Is the three-dimensional extent of each ground-water plume resulting from releases at the site fully delineated? ☐ Yes ☐ No

   Extent of plume distribution:

   Overburden: ☐ On-site ☐ Off-site ☐ NAPL ☐ unknown

   Bedrock: ☐ On-site ☐ Off-site ☐ NAPL ☐ unknown

   Potential: ☐ On-site ☐ Off-site ☐ NAPL ☐ unknown

   How many rounds of sampling have been conducted?

6. Surface Water Investigation: ☐ Completed (☐ Impact ☐ No impact)
   ☐ Pending ☐ Unknown if needed ☐ None

7. Data gap evaluation: ☐ Completed ☐ Pending

Data gaps remaining: ☐ Significant ☐ Insignificant ☐ None

Briefly describe work remaining to be conducted (limit 500 characters).

Part VI: Environmental Setting – Physical

1. Geologic and Hydrogeologic Summary:

   Overburden Material: Depth to Water Table:

   Bedrock Type: Depth to Bedrock:

   Is the seasonal low water table below the elevation of the bedrock surface? ☐ Yes ☐ No

   Horizontal Groundwater Flow Direction: Vertical Groundwater Flow Direction:

   Groundwater Flow Rate: Hydraulic Conductivity:

2. Surface Water:

   Identify the nearest downgradient surface water body:

   Distance to surface water:

   Wetland permit ID number:

   Surface water classification:

3. Scoping-Level Ecological Risk Assessment (check all that apply):

   ☐ Completed (☐ Further Assessment Needed ☐ No impact) ☐ Pending

Part VII: Environmental Setting – Cultural

1. Surrounding Land Uses (check all that apply):

   ☐ Industrial ☐ Commercial ☐ Residential ☐ Agricultural

2.a. Sensitive Surrounding Land Uses (check all that apply):

   ☐ Residential ☐ Healthcare Facility ☐ School ☐ Childcare Facility

   ☐ NDDB site ☐ Sensitive Water Resources ☐ Recreational

   b. Sensitive On-site Land Uses (check all that apply):

   ☐ Residential ☐ Healthcare Facility ☐ School ☐ Childcare Facility

   ☐ NDDB site ☐ Sensitive Water Resources ☐ Recreational

3. Groundwater:

   Groundwater classification: ☐ GAA ☐ GA ☐ GB

   On-site groundwater use: ☐ drinking water ☐ agricultural ☐ industrial

   Distance from the site to the nearest off-site water supply well and the address of the property on which that well is located:

   Is the on-site water supply well a public water supply regulated by DPH? ☐ Yes ☐ No

   Is the site within the zone of contribution to a public water supply well? ☐ Yes ☐ No

   Is the site within an Aquifer Protection Area? ☐ Level A ☐ Level B ☐ No

Part VII: Environmental Setting – Cultural (continued)

4. Public Utilities:

Is public water provided to the site? ☐ Yes ☐ No

Is public water available to all developed areas surrounding the site? ☐ Yes ☐ No

Are or have on-site drinking water wells been used at the site? ☐ Yes ☐ No

If yes, dates in use:

Is the site connected to municipal sewers? ☐ Yes ☐ No

Have on-site septic systems been used at the site? ☐ Yes ☐ No

If yes, dates in use:

5. Potential Exposure Pathways:

Receptor Type	Yes	No	Unknown	Date SEH Abated
Public Well	☐	☐	☐	
Private Well	☐	☐	☐	
Aquifer Protection Area	☐	☐	☐	
Direct Exposure (soil)	☐	☐	☐	
Vapor Intrusion	☐	☐	☐	
Sediment	☐	☐	☐	
Surface Water	☐	☐	☐	

6. Receptor Surveys (attach copy of survey):

☐ Potable well receptor survey (radius in feet: ☐ 500 ☐ 1,000 ☐ >1,000)

☐ Vapor intrusion pathway survey (location: ☐ on-site ☐ off-site)

☐ Surface water receptor survey (proximity to water body in feet: ☐ <500 ☐ <1,000 ☐ >1,000)

If information in Part VII.1. through 5. (description of environmental setting) is not complete at the time of this ECAF, complete and submit Part VII.1. through 5. of the ECAF to the Remediation Division within seventy-five (75) days of the date of DEP's Property Transfer acknowledgement letter*.

If information in Part VII.1. through 5. is complete and there is a conceptual site model that indicates the potential for off-site migration of contaminants, a comprehensive receptor survey(s) is also warranted. Attach a copy of the receptor survey(s) to the ECAF. If a receptor survey(s) has not been completed at the time of this ECAF, complete and submit the survey(s) to the Remediation Division within seventy-five (75) days of the date of DEP's Property Transfer acknowledgement letter.*

*If the ECAF is submitted for any purpose (e.g., Voluntary Remediation, RCRA, etc.) for which DEP does not issue an acknowledgement letter, submit the required information within seventy-five (75) days of filing the ECAF.

Part VIII: Contaminants in the Environment

List all AOCs and number of releases detected. Refer to the instructions and examples below, and use the space provided.

AOC	Number of Releases Detected	Material Released	Quantity Released	Date of Release	Phases of Investigation Completed	COCs in Soil [Sediment] (Soil Vapor)	COCs in Groundwater: Overburden (O) / Bedrock (B)	COCs in Surface Water	Remediation Status
Example - Tank Farm	2	No. 2 Fuel Oil and dichromate wastewater	500 gal and 200 gal	10/4/97 & 7/15/85	I - 10/5/98; II - 7/9/00 III – 6/1/01	ETPH 5,000* ppm (5-6') and Cr 56 ppm (5-7')	ETPH 150* ppb (O=5-15')	ND	soil removed 9/1/01
Example - Dry Cleaning Machine	1	PCE	Unknown	Prior to 11/13/98	I - 10/5/98; II - 7/9/00	PCE 500* ppm (0-2')	PCE 50* ppb (B=20-25')	Unknown	further investigation planned
Example - Dumpster	0	---	---	---	I - 10/5/98; II - 7/9/00	ND	ND	ND	no further action

Part IX: Certification

Certifying Party:

"I have personally examined and am familiar with the information submitted in this document, and certify that based on reasonable investigation the submitted information is true and accurate to the best of my knowledge and belief."

Authorized Signature (as specified in instructions) — Date / /

Name of Authorized Representative (print or type) — Title (if applicable)

Represented Party:

Mailing Address:

City/Town: State: Zip Code: -

Phone: - -

STATE OF SS

COUNTY OF Town

The foregoing was subscribed to and sworn to before me this day of , 20 ,

by .
(Name of Signatory, Title and Company, if applicable)

who personally appeared, and that person, as such, satisfactorily proven to be authorized to do so, executed the foregoing instrument for the purposes therein contained.

Signature of Notary/Commissioner of Superior Court — Name of Notary/Commissioner of Superior Court (print or type)

My commission expires / / .

Licensed Environmental Professional (LEP):

"This form was prepared under my supervision, as a LEP. My professional services have been rendered in accordance with the 'Rules of Professional Conduct' (Section 22a-133v-6 of the Regulations of Connecticut State Agencies)."

Print or type LEP Name:

Firm Name:

Address: E-mail Address:

City/Town: State: Zip Code: -

Business Phone: - - ext. Fax: - -

LEP # Date / /

Signature of LEP

EXHIBIT F

CONNECTICUT TRANSFER OF ESTABLISHMENT FORM III

Transfer of Establishment - Form III
(REAL ESTATE)

Complete all sections. Use this form when transferring any real property that meets the definition of an Establishment, as defined in Section 22a-134(3) of the CGS. This form can also be used when transferring both real property and business operations simultaneously from "A" to "B." This form is appropriate when a discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste or a hazardous substance has occurred at the parcel or the environmental conditions at the parcel are unknown prior to the transfer. The person signing the certification agrees to investigate the parcel in accordance with prevailing standards and guidelines and to remediate the parcel in accordance with the remediation standards, Section 22a-133k and Section 22a-133q of the Regulations of Connecticut State Agencies (RCSA). **AN ENVIRONMENTAL CONDITION ASSESSMENT FORM (ECAF) MUST BE SUBMITTED SIMULTANEOUSLY WITH FORM III.**

Section A: General Establishment Information

1. **EPA (RCRA) ID No.**: **CT D001181502**

2. **Type of Transfer** (be specific): **sale of real estate**

3. **Identification of Establishment** (give name of business which exists/existed on-site)

   Establishment Name: **Stratford Army Engine Plant**

   Location: **550 Main Street**

   City/Town: **Stratford** State: **CT** Zip Code: **06615**

   Phone: **203-385-6600** ext. Fax: **203-385-6601**

   Contact Person: **Peter W. Szymanski** Title: **Installation Manager**

   Date of Transfer:

   From Transferor: **Department Of The Army**

   To Transferee:

4. **Transferor**

   Name: Department of the Army

   Legal Mailing Address: **Office of the Assistant Chief of Staff For Installation Management, BRAC, Attn: DAIM-ODB, 600 Army Pentagon**

   City/Town: **Washington** State: DC Zip Code: **20310-0600**

   Phone: **703-602-2854** ext. Fax: - -

   Contact Person: **Thomas E. Lederle** Title: Chief, Industrial Branch BRACD

5. **Property Owner** (as it appears in land records):

   Name: **United States of America**

   Legal Mailing Address: **26 Federal Plaza, Suite 2007, ATTN: Real Estate Division**

   City/Town: **New York** State: **NY** Zip Code: **10278-0090**

   Phone: **917-790-8461** ext. Fax: **212-264-0230**

   Contact Person: **Erica Labeste** Title: **Supervisory Realty Specialist**

6. ***A map of the property location must be submitted with this form.***

Section B: Certification (This is the certifying party as defined in CGS Section 22a-134(6))

Description in Property Deed:

Recorded on page of volume , of the Town of Stratford

land records, as lot **Parcels 1,3 & 4**, block **1,2 & 3** on map **50.05** in the Tax Assessor's Office.

"As the certifying party, I certify that, to the extent necessary to minimize or mitigate a threat to human health and the environment, I agree to investigate the parcel in accordance with prevailing standards and guidelines and to remediate the parcel in accordance with the remediation standards. I agree to contain, remove, or abate pollution, potential sources of pollution and substances in soil or sediment which pose an unacceptable risk to human health or the environment."

"I have personally examined and am familiar with the information submitted in this document, and all attachments thereto, including inquiry of those individuals immediately responsible for obtaining such information, and certify that the submitted information is true, accurate and complete, to the best of my knowledge and belief. I am aware that if I knowingly submit false information or fail to comply with the provisions of CGS Sections 22a-134 to 22a-134e, I may be subject to damages and penalties pursuant to CGS Sections 22a-134(b and d) and an enforcement action pursuant to CGS Section 22a-134a(j). I further certify that I submitted this Form III to the transferee prior to the transfer of establishment."

"This Form III is complete and accurate as prescribed by the commissioner without alteration of the text."

This must be signed by an individual(s), if in such capacity; a responsible corporate officer; partner in a partnership; member of a LLC, as applicable.

Authorized Signature(s) for Certifying Party

Name of Signatory for Certifying Party (print or type) Title (if applicable)

Representing:
(Company name, LLC, as applicable)

Legal Mailing Address:

City/Town: State: Zip Code: -

Phone: - - ext. Fax: - -

STATE OF }
} SS.
COUNTY OF } *(Town)*

The foregoing was subscribed to and sworn to before me this day of , 20 ,

by .
(Name of Signatory, Title and Company, if applicable)

who personally appeared, and that person, as such, satisfactorily proven to be authorized to do so, as certifying party, executed the foregoing instrument for the purposes therein contained.

Signature of Notary/Commissioner of Superior Court

Name of Notary/Commissioner of Superior Court (print or type)

My commission expires / / .

Section C: Reason for Filing Form III

Indicate the reason why a Form III is being submitted:

In support of a real estate transfer that is subect to the Connecticut Transfer Act and where releases have occurred, but investigation and/or remediation has not been completed.

Section D: Transferee Information (This pertains to transferee, must be completed, signed and notarized)

This document was received by me on / / as the Transferee.

This must be signed by an individual(s), if in such capacity; a responsible corporate officer; partner in a partnership; member of a LLC, as applicable.

Authorized Signature(s) for Transferee

Name of Person Signing (print or type) Title (if applicable)

Transferee:

Mailing Address:

City/Town: State: Zip Code: -

Phone: - - ext. Fax: - -

STATE OF }
} SS.
COUNTY OF } *(Town)*

The foregoing was subscribed to and sworn to before me this day of , 20 ,

by .
(Name of Authorized Signatory for Transferee, Title and Company, if applicable)

who personally appeared, and that person, as such, satisfactorily proven to be authorized to do so, as Transferee, executed the foregoing instrument for the purposes therein contained.

Signature of Notary/Commissioner of Superior Court

Name of Notary/Commissioner of Superior Court (print or type)

My commission expires / / .

Section E: Transferor Information (This pertains to transferor, must be completed, signed and notarized)

This must be signed by an individual(s), if in such capacity; a responsible corporate officer; partner in a partnership; member of a LLC, as applicable, and must be completed regardless of whether the Transferor is also the certifying party.

Authorized Signature(s) for Transferor

Thomas E. Lederle
Name of Person Signing (print or type)

Chief, Industrial Branch BRACD
Title (if applicable)

Transferor: **Department of the Army**

Mailing Address: **Office of the Assistant Chief, 600 Army Pentagon**

City/Town: **Washington** State: **DC** Zip Code: **20310-0600**

Phone: **703-602-2854** ext. Fax: - -

STATE OF }
} SS.
COUNTY OF } *(Town)*

The foregoing was subscribed to and sworn to before me this day of , 20 ,

by .
(Name of Authorized Signatory for Transferor, Title and Company, if applicable)

who personally appeared, and that person, as such, satisfactorily proven to be authorized to do so, as Transferor, executed the foregoing instrument for the purposes therein contained.

Signature of Notary/Commissioner of Superior Court

Name of Notary/Commissioner of Superior Court (print or type)

My commission expires / / .

This form is prescribed and provided by the DEP.
The DEP does not certify that the information submitted in this form is correct.

All Forms I (with ECAF), II, III (with ECAF), or IV (with ECAF), any supporting documents as applicable, and fee payment should be mailed or hand delivered to: (*this is for fee processing*)

CENTRAL PERMIT PROCESSING UNIT, 1st FLOOR
DEPARTMENT OF ENVIRONMENTAL PROTECTION
79 ELM STREET
HARTFORD, CT 06106-5127

All *subsequent* correspondence or *subsequent* reports should be mailed to:

REMEDIATION DIVISION, 2nd FLOOR
BUREAU OF WATER PROTECTION AND LAND REUSE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
79 ELM STREET
HARTFORD, CT 06106-5127

EXHIBIT G

SAMPLE QUITCLAIM DEED

QUITCLAIM DEED
STRATFORD ARMY ENGINE PLANT
550 MAIN STREET
STRATFORD, CONNECTICUT
TRACTS A1, A2, AND A3

THIS QUITCLAIM DEED, is made by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "GRANTOR" or the "United States"), acting by and through the Deputy Assistant Secretary of the Army (Installations and Housing), pursuant to a delegation of authority from the SECRETARY OF THE ARMY, under the authority of the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377), 40 U.S.C. § 101, et seq., as amended, and section 2905(b) of the Defense Base Closure and Realignment Act of 1990 (part A of title XXIX of Public Law No. 101-510; 10 U.S.C. § 2687 note), as amended, and _____ (hereinafter referred to as the "GRANTEE"), a corporation of the State of _____, whose mailing address is .

WITNESSETH THAT:

WHEREAS, the former Stratford Army Engine Plant located in Stratford, Connecticut, is a Federal facility not included on the National Priorities List set forth at appendix B of 40 C.F.R. Part 300; and

WHEREAS, the Governor of the State of Connecticut has deferred the requirement of section 120(h)(3)(A)(ii)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, with respect to the conveyance of real property comprising the former Stratford Army Engine Plant by the GRANTOR to the GRANTEE; and

WHEREAS, when all response action necessary to protect human health and the environment with respect to any hazardous substance remaining on such real property on the date of conveyance has been taken, the GRANTOR shall execute and deliver to the GRANTEE an appropriate document containing a warranty that all such response action has been taken, and the making of the warranty shall be considered to satisfy the requirement of section 120(h)(3)(A)(ii)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended;

NOW THEREFORE, the GRANTOR, for and in consideration of $_____ (, cash in hand paid, and other good and valuable consideration, including environmental

response action assurances by the GRANTEE, its successors and assigns, the receipt of all of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, all right, title, and interest of the GRANTOR in and to all those certain tracts of land situated, lying and being in the Town of Stratford, in the State of Connecticut, identified as Tracts A1, A2, and A3 and containing approximately seventy-eight (77) acres, more or less, as more particularly described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property");

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements including, but not limited to, rights-of-way for railroads, highways, pipelines, and public utilities, if any, insofar as the same are in force and applicable;

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances, rights, powers and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed;

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, and as part of the consideration for the conveyance made herein, covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following notices, covenants, conditions and restrictions which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity by the GRANTOR and other interested parties as may be allowed by law; that the notices, covenants, conditions and restrictions set forth herein are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the notices, covenants, conditions and restrictions in subsequent conveyances does not abrogate the their status as binding upon the GRANTOR and the GRANTEE, its successors and assigns:

Property Covered by Notice, Description, Assurances, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A))

For the Property, the GRANTOR provides the following notice, description, assurances, and covenants and retains the following access rights:

1. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)

Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the

time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit "B", attached hereto and made a part hereof.

2. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)

Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in Exhibit "B", attached hereto and made a part hereof.

3. Assurances Pursuant to Section 120(h)(3)(C)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(ii))

Pursuant to section 120(h)(3)(C)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(ii)), the United States provides the following response action assurances:

A. Restrictions on Use of Property: The notices, covenants, conditions, and restrictions set forth herein are binding on the GRANTEE, its successors and assigns, shall be included in subsequent deeds conveying the Property or any portion thereof or interest therein, shall run with the land, and are forever enforceable by the United States and the State of Connecticut Department of Environmental Protection (hereinafter referred to as the "CTDEP").

(1) Residential Use Restriction. The GRANTEE covenants and agrees for itself, it successors and assigns, forever, to use the Property solely for commercial, and/or industrial purposes and not for residential purposes. For purposes of this provision, residential use is defined as use for single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational use for children in kindergarten through grade eight.

(2) Ground Water Restriction. The GRANTEE is hereby informed and acknowledges that the ground water under the Property has solvent and hexavalent chromium contamination. Solvent contamination in ground water is widespread and underlies most of the Property north of Sniffens Lane. Solvents in the ground water include 1,1,1- trichloroethane (1,1,1-TCA); trichloroethene (TCE); and tetrachloroethene (PCE). Solvents were also detected in ground water at the Hazardous Waste and Waste Oil Area and the Jet Fuel Storage Area. The GRANTEE covenants and agrees for itself, it successors and assigns, forever, not to access or use ground water underlying the Property for any purpose without the prior written approval of the GRANTOR and the Connecticut Department of Environmental Protection (hereinafter referred to as the "CTDEP"). For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

(3) Access Restriction. The GRANTEE covenants and agrees for itself, its successors and assigns, forever, to restrict any access to persons not performing response or corrective actions until all remedial action necessary has been taken with respect to the Property, or a portion thereof, and this covenant has been modified or terminated, as appropriate, in accordance with the provisions of this Deed.

(4) Excavation and Land Disturbance Restriction. The GRANTEE covenants and agrees for itself, it successors and assigns, forever, that it shall not conduct or permit any other person to conduct any excavation activities on the Property including, but not limited to, digging, drilling, or any other excavation or disturbance of the surface or subsurface without prior written approval from the GRANTOR,except as provided for, and in accordance with, a remedial action plan approved by the CTDEP.

(5) Disturbance of Lagoon Covers Prohibited. The GRANTEE covenants and agrees for itself, it successors and assigns, forever, that it shall not disturb or permit any other person to disturb the lagoon covers located on the Property without prior written approval from the GRANTOR and the CTDEP. The lagoon covers are located at the southeastern corner of the Property adjacent to Building Numbers 72, 18, and 75 as shown on Exhibit "C", attached hereto and made a part hereof.

(6) Restriction on Use of Causeway. The GRANTEE covenants and agrees for itself, it successors and assigns, forever, that it shall not disturb, excavate, or violate the integrity of the cover system located at the causeway as shown on Exhibit "C", attached hereto and made a part hereof, nor shall it allow any other person to disturb, excavate, or violate the integrity of said cover system.

(7) Modification of Use Restrictions. Nothing contained herein shall preclude the GRANTEE, its successors or assigns from undertaking, in accordance with applicable laws and regulations and without any cost to the GRANTOR, such action as would be necessary to allow a use of the Property otherwise restricted or prohibited by the covenants, conditions, and restrictions in this Deed. Prior to any such use of the Property, the GRANTEE shall obtain the written approval of the CTDEP and the GRANTOR. The GRANTOR's approval shall not be withheld except upon a written determination by the GRANTOR, which shall be provided to the GRANTEE, that a modification or termination of a use restriction approved by the CTDEP would not be protective of human health and the environment together with a statement of the reasons for any such determination. Upon the GRANTEE's obtaining the approval of the CTDEP and the GRANTOR, the GRANTOR agrees to execute an instrument suitable for recordation in the local land records modifying or terminating, as appropriate, the covenants, conditions and restrictions in this Deed. The recordation of said instrument shall be the responsibility of the GRANTEE and shall be performed at no cost to the GRANTOR.

(8) Submissions. The GRANTEE, its successors and assigns shall submit any requests to modify or terminate the covenants, conditions and restrictions in this Deed to

the GRANTOR and the CTDEP, by first class mail, postage prepaid, addressed as follows:

If to the GRANTOR:

Headquarters, Department of the Army
ATTN: DAIM-ODB
2530 Crystal Drive, Suite 5000
Arlington, VA 22202

If to the CTDEP:

Connecticut Department of Environmental Protection
Bureau of Water Protection & Land Reuse
Remediation Division
79 Elm Street
Hartford, CT 06106-5127

B. Disruption Prohibited. The GRANTEE covenants and agrees for itself, its successors, and assigns, forever, not to disrupt or allow the disruption of required remedial investigations, response action and oversight activities.

C. Response Action Schedule. The GRANTOR hereby provides assurance that all necessary response action with regard to a release or threatened release of a hazardous substance for which the GRANTOR is potentially responsible under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, shall be taken in accordance with a schedule developed by the GRANTEE with the GRANTOR, in coordination with the CTDEP, that shall not substantially delay any such response action at the Property. Changes to the schedule, when developed, may be required as a result of unforeseen circumstances including, but not limited to, the identification of additional sampling requirements; discovery of additional contamination on the Property; unanticipated conditions during field work efforts; and additional review and revision of documentation such as reports, work plans, and designs.

D. Response Action Budget. The GRANTOR hereby provides assurance that the Department of the Army shall submit a budget request, as necessary, through established processes to the Director of the Office of Management and Budget that adequately addresses schedules for investigation and completion of all necessary response action for which the GRANTOR is potentially responsible under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, subject to congressional authorizations and appropriations.

6. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns, and shall run with the land.

In exercising such easement and right of access, the United States shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

7. Notice of Vapor Intrusion.

The GRANTEE is hereby informed that volatile chemicals in soil vapor have the potential of accumulating within structures that are either currently on the Property or may be developed on the Property. Vapor intrusion is the migration of volatile chemicals from either subsurface ground water or soils that volatilize and leak into buildings. Trichloroethylene (TCE) and tetrachloroethene (PCE) were detected in soil vapor above the State of Connecticut's Remediation Standard Regulations Volatilization Criteria. The GRANTEE acknowledges that the installation of engineering controls to limit or prevent vapor intrusion may be required by the CTDEP. All costs associated with addressing vapor intrusion shall be at the sole expense of the GRANTEE, its successors or assigns, and the GRANTOR shall have no responsibility for any such costs.

8. Notice of the Presence of Asbestos and Covenant

The GRANTEE is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material "ACM" has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

There is asbestos-containing material (ACM) in all of the buildings at SAEP except Buildings 48, 64-1, 64-2, and 65. Building 16 contains friable ACM. The GRANTEE agrees to undertake any and all asbestos abatement or remediation in the buildings that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings to the GRANTEE, prior to remediation or abatement of asbestos hazards, in reliance upon the GRANTEE's express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

The GRANTEE covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The GRANTEE agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

9. Notice of the Presence of Lead-Based Paint (LBP) and Covenant Against the Use of the Property for Residential Purposes

The GRANTEE is hereby informed and does acknowledge that all buildings on the Property which were constructed or rehabilitated prior to 1978 are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

The GRANTEE covenants and agrees for itself, its successors and assigns, forever, that it shall not permit the occupancy or use of any buildings or structures on the Property as

"Residential Property," as defined under Title 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to the conveyance made herein is intended for residential habitation, the GRANTEE specifically agrees to perform, at its sole expense, the GRANTOR's abatement obligations under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992), as amended.

The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any lead-based paint hazards. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of the Property with respect to its lead-based paint content and condition and any lead-based paint hazards.

10. PESTICIDES NOTICE:

The GRANTEE is hereby informed and acknowledges that the Property may contain the presence of pesticides that have been applied in the management of the property. The Grantor knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

11. Navigable Airspace Notice and Covenant

The Igor I. Sikorsky Memorial Airport is in close proximity to the Property. The GRANTEE covenants and agrees for itself, its successors and assigns, that it shall comply with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace" and shall provide such notice to the Administrator of the Federal Aviation Administration and obtain such determination of no hazard to air navigation as may be required by said regulations prior to performing or allowing any construction on, or alteration of, the Property or any part thereof.

12. Coastal Management Program Covenant

The GRANTEE covenants and agrees for itself, its successors and assigns, that it shall comply with the enforceable policies, as defined at 16 U.S.C. § 1453(6a), of the State of Connecticut's federally-approved Coastal Management Program and with applicable regulatory standards established by the State of Connecticut for the public use of the waterfront.

13. "As Is" Condition of Property

The GRANTEE acknowledges that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The GRANTEE understands and agrees that the Property is conveyed "as is" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of the Property will not constitute grounds for any claim or demand against the GRANTOR.

Nothing in this "As Is" provision shall be construed to modify or negate the GRANTOR's obligation under the "Covenant Pursuant to Section 120(h)(3)(A)(ii)(II) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)" or any other statutory obligations.

14. Hold Harmless

To the extent authorized by law, the GRANTEE for itself, its successors and assigns, covenants and agrees to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses and costs, including fines and penalties, arising out of the violation of the notices, covenants, conditions or restrictions in this Deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of this Deed.

The GRANTEE for itself, its successors and assigns, covenants and agrees that the GRANTOR shall not be responsible for any costs associated with modification or termination of the notices, covenants, conditions and restrictions in this Deed, including, but not limited to, any costs associated with additional investigation or remediation of asbestos or lead-based paint.

Nothing in this "Hold Harmless" provision shall be construed to modify or negate the GRANTOR's obligation under the "Covenant Pursuant to Section 120(h)(3)(A)(ii)(II) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)" or any other statutory obligations.

15. Post-Transfer Discovery of Contamination

If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance, the GRANTEE, its successors or assigns shall be responsible for such release or newly discovered substance unless the GRANTEE, its successors or assigns is able to demonstrate that such release or such newly discovered substance was due to the GRANTOR's activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the discovered hazardous substance is due to the GRANTOR's activities, use or ownership of the Property, the GRANTEE, its successors or assigns shall immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and the GRANTEE, its successors or assigns shall not further disturb such hazardous substances without the written permission of the GRANTOR.

The GRANTEE, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, agrees to release the GRANTOR from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such hazardous substance or petroleum product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents, or contractors after the date of the conveyance made herein. This paragraph shall not affect the GRANTOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR's indemnification obligations under applicable laws.

16. Anti-Deficiency Act

The GRANTOR's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

17. No Waiver of Future Performance

The failure of the GRANTOR or GRANTEE to insist in any one or more instances upon complete performance of any obligation of the GRANTOR or the GRANTEE or its successors or assigns required by the notices, covenants, conditions, or restrictions set forth in this Deed shall not be construed as a waiver or a relinquishment of the GRANTOR's or the GRANTEE's right to future performance of any such obligation of the GRANTOR or the GRANTEE or its successors or assigns required by said notices, covenants, conditions, or restrictions, and such obligations of the GRANTOR and the GRANTEE and its successors and assigns shall continue in full force and effect.

THIS QUITCLAIM DEED is not subject to 10 U.S.C. § 2662.

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army (Installations and Housing), this _____ day of _____, 2011.

UNITED STATES OF AMERICA

By: _____
Joseph F. Calcara
Deputy Assistant Secretary of the Army for Installations, Housing and Partnerships
Office of the Assistant Secretary of the Army
(Installations, Energy and Environment)
OASA(I,E&E)

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA)
) ss
COUNTY OF ARLINGTON)

I, _____, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that on this _____ day of _____, 2011, Joseph F. Calcara, Deputy Assistant Secretary of the Army for Installations, Housing and Partnerships, Office of the Assistant Secretary of the Army (Installations, Energy and Enviroment), known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing instrument, appeared in person and acknowledged before me that the signature on the instrument was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

_____
Notary Public
Notary Registration No. _____

My commission expires: _____

ACCEPTANCE BY GRANTEE

The GRANTEE, hereby accepts this Deed for itself, its successors and assigns, subject to all of the notices, covenants, conditions, restrictions and reservations contained herein, this _____ day of _____, 2011.

By: _____

ACKNOWLEDGEMENT

State of Connecticut

County of _____ ss. _____

On this the _____ day of _____, 2011, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ _____of _____, a limited liability corporation of the State of _____, and that he as such _____, being authorized so to do executed the foregoing instrument for the same purposes therein contained, by signing the name of the limited liability corporation by himself as _____.

In witness whereof I hereunto set my hand.

_____
Notary Public

My commission expires: _____

CERTIFICATE OF AUTHORITY

I, _____ certify that the said officer was acting within the scope of powers delegated to the said officer by the governing body of the GRANTEE in executing said deed.

Date: _____ _____

Secretary

EXHIBIT "A"

March 14, 2008
METES AND BOUNDS DESCRIPTION
"TRACT A1"
PARCEL No. 1 & 3 BLOCK 1 TAX MAP 50.05
TOWN OF STRATFORD, FAIRFIELD COUNTY, STATE OF CONNECTICUT

All that certain plot, piece or parcel of land, with the buildings and/or improvements thereon erected, situate, lying and being in the Town of Stratford, County of Fairfield, State of Connecticut, and bounded and described by the following;

BEGINNING at an iron pin found at the corner formed by the intersection of the northeasterly right of way line of Main Street, a variable width roadway, also known as Connecticut Route 113 and the southerly line of property of lands now or formerly of AVCO Corporation. Said point of BEGINNING having coordinates North 623,991.08 East 895,831.26 and running thence from said point of BEGINNING the following several courses:

1. *Along the said lands of AVCO North 58°-57'-31" East for a distance 708.00 to a point on the line of mean high water of the Housatonic River as located on March 15, 2008;*
   Along the said mean high water of the Housatonic River the following forty-five (45) courses:

2. *THENCE South 07°-07'-47" West for a distance 54.82' to a point;*
3. *THENCE South 00°-58'-00" West for a distance of 105.46' to a point;*
4. *THENCE South 14°-38'-00" West for a distance of 78.71' to a point;*
5. *THENCE South 07°-37'-06" West for a distance of 52.90' to a point;*
6. *THENCE South 66°-50'-11" East for a distance of 25.48' to a point;*
7. *THENCE South 74°-57'-24" East for a distance of 67.13' to a point;*
8. *THENCE North 81°-38'-44" East for a distance of 50.28' to a point;*
9. *THENCE North 80°-20'-31" East for a distance of 47.25' to a point;*
10. *THENCE North 81°-00'-49" East for a distance of 81.33' to a point;*
11. *THENCE South 88°-38'-38" East for a distance of 102.76' to a point;*
12. *THENCE South 65°-15'-59" East for a distance of 65.98' to a point;*
13. *THENCE South 48°-45'-42" East for a distance of 82.84' to a point;*
14. *THENCE South 39°-55'-47" East for a distance of 99.93' to a point;*
15. *THENCE South 38°-48'-02" East for a distance of 103.98' to a point;*
16. *THENCE South 40°-56'-25" East for a distance of 104.90' to a point;*
17. *THENCE South 68°-02'-57" West for a distance of 142.77' to a point;*
18. *THENCE South 72°-19'-52" East for a distance of 180.88' to a point;*
19. *THENCE South 73°-00'-25" East for a distance of 152.62' to a point;*
20. *THENCE South 82°-02'-24" East for a distance of 195.44' to a point;*
21. *THENCE North 31°-01'-29" East for a distance of 89.29' to a point;*
22. *THENCE North 33°-54'-44" East for a distance of 93.77' to a point;*
23. *THENCE North 32°-28'-24" East for a distance of 150.78' to a point;*

24. *THENCE North 35°-08'-16" East for a distance of 156.23' to a point;*
25. *THENCE North 32°-07'-10" East for a distance of 132.35' to a point;*
26. *THENCE North 37°-53'-18" East for a distance of 150.41' to a point;*
27. *THENCE South 84°-57'-26" East for a distance of 74.85' to a point;*
28. *THENCE South 44°-25'-02" East for a distance of 56.21' to a point;*
29. *THENCE South 43°-25'-54" West for a distance of 103.45' to a point;*
30. *THENCE South 41°-33'-07" West for a distance of 97.15' to a point;*
31. *THENCE South 37°-53'-51" West for a distance of 83.71' to a point;*
32. *THENCE South 31°-38'-56" West for a distance of 106.25' to a point;*
33. *THENCE South 36°-29'-32" West for a distance of 104.13' to a point;*
34. *THENCE South 35°-40'-13" West for a distance of 102.78' to a point;*
35. *THENCE South 30°-34'-37" West for a distance of 93.59' to a point;*
36. *THENCE South 21°-40'-25" West for a distance of 41.66' to a point;*
37. *THENCE South 16°-05'-41" East for a distance of 73.36' to a point;*
38. *THENCE South 63°-14'-58" East for a distance of 104.23' to a point;*
39. *THENCE South 67°-33'-47" East for a distance of 115.67' to a point;*
40. *THENCE North 88°-48'-09" East for a distance of 109.96' to a point;*
41. *THENCE North 83°-58'-36" East for a distance of 87.87' to a point;*
42. *THENCE South 82°-37'-41" East for a distance of 79.29' to a point;*
43. *THENCE South 66°-40'-14" East for a distance of 51.52' to a point;*
44. *THENCE South 60°-08'-32" East for a distance of 55.12' to a point;*
45. *THENCE North 80°-35'-12" East for a distance of 85.21' to a point;*
46. *THENCE North 73°-28-08" East for a distance of 41.25' to the lands now or formerly of Alice L. Sniffens;*
47. *THENCE along the said lands of Sniffens South 00°-16'-18" West for a distance of 194.63' to a point and a P.K. Nail Found on the northerly line of Sniffens Lane, 50' width;*
48. *THENCE along said Sniffens Lane North 86°-14'-22" West for a distance of 393.45' to a point a Drill Hole found at an angle point in the said Sniffens Lane line;*
49. *THENCE still along said Sniffens Lane South 49°-49'-38" West for a distance of 1,358.12' to a point, an X Cut Set at the corner formed by the intersection of the said Sniffens Lane line and the easterly line of Main Street, variable width, also known as Connecticut Route 113;*
50. *THENCE along said Main Street North 44°-56'-22" West for a distance of 358.35 to a Rebar set;*
51. *THENCE still along said Main Street line North 40°-09'-02" West for a distance of 504.76 to Rebar;*
52. *THENCE still along said Main Street line North 41°-04'-47" West for a distance of 620.17 to a Concrete Connecticut Highway Department (C.H.D.) Monument Found (poor condition);*
53. *THENCE still along said Main Street line North 35°-40'-47" West for a distance of 228.82 to a point;*
54. *THENCE still along said Main Street line North 29°-33'-17" West for a distance of 104.35' to a T Cut;*
55. *THENCE still along the said Main Street line North 27°-05'-29" West for a distance of 231.58' to a point;*

56. THENCE still along the said Main Street line North 25°-52'-39" West for a distance of 65.98' to an Iron Pin found and to the point or place of BEGINNING.

The above described parcel does not include an "Excluded Area, Parcel 2 Block 1" which contains an area of 3,325 square feet or 0.8 acres. The boundary determination with regard to size and location of this parcel is questionable due to the existing locations of the structures on it and the location of the surface utilities within the 20' wide sewer easement. This lot area of 3,325 square feet is based on Tax Map 50.05 of Stratford, Connecticut.

The above described parcel TRACT A1 contains an area of 2,244,920 square feet or 51.54 acres.

March 14, 2008
METES AND BOUNDS DESCRIPTION
"TRACT A2"
PARCEL No. 4 BLOCK 2 TAX MAP 50.05
TOWN OF STRATFORD, FAIRFIELD COUNTY, STATE OF CONNECTICUT

All that certain plot, piece or parcel of land, with the buildings and/or improvements thereon erected, situate, lying and being in the Town of Stratford, County of Fairfield, State of Connecticut, and bounded and described by the following;

BEGINNING at a Town of Stratford Brass Monument at the corner formed by the intersection of the easterly right of way line of Main Street, a variable width roadway, also known as Connecticut Route 113 and the southerly line of Sniffen Lane (50' Wide). Said point of BEGINNING having coordinates North 622,306.37 East 897,171.93 and running thence from said point of BEGINNING the following several courses:

1.Along the said right of way line of Sniffen Lane North 49*-49'-38" East for a distance of 1,333.79' to an iron pin;
2.THENCE South 40*-10'-22" East for a distance of 437.55' to a point;
3.THENCE South 49*-49'-38" West for a distance of 233.16' to a point;
4.THENCE South 20*-32'-22" East for a distance of 27.70' to a point;
5.THENCE North 61*-32'-42" East for a distance of 67.63' to a point;
6.THENCE South 89*-44'-13" East for a distance of 39.20' to a point;
7.THENCE South 70*-25'-28" East for a distance of 37.95' to a point;
8.THENCE South 20*-11'-30" West for a distance of 58.82' to a point;
9.THENCE South 42*-31'-38" East for a distance of 24.33' to a point;
10.THENCE South 59*-20'-33" East for a distance of 31.26' to a point;
11.THENCE South 04*-10'-54" East for a distance of 67.20' to a point;
12.THENCE South 62*-00'-37" West for a distance of 328.81' to a point;
13.THENCE South 26*-53'-53" East for a distance of 114.18' to a point;
14.THENCE North 89*-52'-26" East for a distance of 210.43' to a point;
15.THENCE South 49*-49'-38" West for a distance of 790.00' to a point on the said easterly right of way line of Main Street;
16.THENCE along the said easterly right of way line of Main Street North 52*-58'-22" West for a distance of 568.27' to a point;
17.THENCE still along the said easterly right of way line of Main Street North 44*-56'-22" West for a distance of 296.88' to the point or place of BEGINNING.

The above described parcel TRACT A2 contains an area of 941,038 square feet or 21.60 acres.

March 14, 2008
METES AND BOUNDS DESCRIPTION
"TRACT A3"
PARCEL No. 1 BLOCK 3 TAX MAP 50.05
TOWN OF STRATFORD, FAIRFIELD COUNTY, STATE OF CONNECTICUT

All that certain plot, piece or parcel of land, with the buildings and/or improvements thereon erected, situate, lying and being in the Town of Stratford, County of Fairfield, State of Connecticut, and bounded and described by the following;

BEGINNING at a concrete Connecticut Highway Department Monument, found to be in fair condition, at the southerly line of lands now or formerly of Timothy Ryan. Said point of BEGINNING having coordinates North 622,895.12 East 896,543.86 also being located on the westerly right of way line of Main Street, a variable width roadway, also known as Connecticut Route 113, at a jog in the said right of way line where the width changes from an approximate width of 60' to 65' and running thence from said point of BEGINNING the following several courses:

1. *Along the said right of way line of said Main Street South 40°-11'-51" East for a distance of 329.25 feet to a cross cut on the northerly line of lands now or formerly of the City of Bridgeport;*
2. *THENCE along the said lands of the City of Bridgeport South 49°-48'-29" West for a distance of 596.45 feet to a rebar on the easterly line of the lands now or formerly of Bridgeport Airport;*
3. *THENCE along the said easterly line of the lands now or formerly of Bridgeport Airport North 28°-55'-11" West for a distance of 218.22' to a rebar on the said southerly line of lands of Ryan;*
4. *THENCE along said lands of Ryan North 38°-03'-09" East for a distance of 565.63' to the point or place of BEGINNING.*

The above described parcel TRACT A3 contains an area of 154,989 square feet or 3.56 acres.

EXHIBIT "B"

NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL AND REMEDIAL ACTION TAKEN

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Oil House Tank Farm (13 ASTs)	1,1,1-TCA TCE PCE	Oil House Tank Farm constructed in early 1950s. Relocated 30-50 feet west of original location between 1980 and 1982. Waste oil accumulation tanks used from 1981 to 1996. Date of release unknown.	The Waste Oil and Hazardous Waste Accumulation Tanks and aboveground piping were removed in 1998. Chlorinated and fuel-related contaminants were detected in soil within the berm, indicating a release has occurred to soil and shallow groundwater, likely due to spills or leaks from tanks or piping. Concentrations of arsenic and dichloromethane in soils exceed RSR criteria. Concentrations of chloroethane, cis-1,2-DCE, TCE, and vinyl chloride in groundwater exceed RSR criteria.
Container Accumulation and Drum Staging Area Between the Former Oil House Tank Farm and Building 37	Solvents 1,1,1-TCA	Use began prior to 1980. Date of release unknown.	A release of chlorinated and fuel-related VOCs to the underlying soils has occurred. Concentrations of cis-1,2-DCE and xylenes in soil exceed RSR criteria. It is unknown if this release occurred from handling and storage of drums after designation of the area as a container storage area, or prior to that time when the area contained storage tanks.
Original Container Storage Area	Hazardous waste	Used from 1980 to 1984.	This area (north and northwest of Building 13) was used to accumulate 55-gallon drums of hazardous waste. There is no evidence of a release from the drum storage. However, a release has occurred in this area from other activities. Concentrations of BTEX, cVOCs, VOCs, TPH, PCBs, and inorganics (lead) in soils exceed RSR Criteria.

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 15 and Associated Satellite Accumulation Areas	Solvents	Constructed in 1945. Additional storeroom used as primary chemical storage area constructed between 1960 and 1970.	A release has occurred in this area. Solvent and fuel-related contaminants were identified in soil; however the presence of the fill from former shoreline filling and an outfall once located beneath Building 15 complicates the determination of the source of the release. Concentrations of TCE and lead in soil exceed RSR criteria.
Former Chemical Storage and Scrap Metal Reclamation	Raw chemicals Magnesium-thorium Titanium and aluminum chips	Constructed in 1944. Date of release unknown. Titanium and aluminum chips collection system used from early 1990s to 1996.	A release has occurred from this area. Concentrations of PAHs and TPH in soil exceed RSR criteria. Concentrations of PCE and TCE in soil vapor exceed RES and I/C VC.
Container Storage Pad and Collection Trench Northeast of Building 13	Scrap metals Solvents	Drum storage began around 1943. Concrete pad and collection system built in 1993 and used for a two-year period.	Concentrations of TCE, numerous PAHs, TPH, antimony, arsenic, beryllium, and lead in soil exceed RSR criteria. The source of the contaminants detected in soils is likely from historical usage of this area prior to 1993.
Magnesium-Thorium Scrap Yard Between Building 13 and Building 44	Thorium chips	Scrap yard used in the 1990s. Previously used for storage of drums and debris.	There is no evidence of a release. No analytes were detected at concentrations greater than RSR numerical criteria.
Open Storage Area Between Buildings 16 and 74	Solvents 1,1,1-TCA	Storage occurred from the early 1950s until the 1980s.	Concentrations of BTEX, cVOCs, PAHs, TPH, PCBs, and inorganics in soils exceed RSR criteria. Concentrations of cVOCs and arsenic in groundwater exceed RSR criteria. Detected analytes in samples associated with this area may have resulted from these storage areas, ASTs historically located within this area, fill used in 1943 to extend the shoreline into the Housatonic, and/or as a result of activities associated with operation of the OATP.

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Chemical Waste Treatment Plant (CWTP) Collection System, Pump Station (Building 63), and Associated Piping	Cyanide Cr(VI) Chlorinated and non-chlorininated solvents MEK Naphtha 1,4-dioxane Toluene Heavy metals Sulfuric acid Sodium metabisulfite	Operated from 1950s – 1990s	Sampling results indicate releases have occurred; however, evidence suggests there are other potential sources in addition to the CWTP system. Fuel and oil storage in USTs and ASTs and the wide-spread use of solvents in cleaning procedures within Building 2 are likely contributing sources of contamination. Concentrations of antimony, arsenic, cadmium, copper, lead, and TPH in soils exceed RSR criteria. Concentrations of copper, zinc, cyanide, and cVOCs in groundwater exceed RSR criteria.
Chemical Waste Treatment System Cyanide Destruction Facility (Building 70)	Copper Cadmium Cyanide Sodium hypochlorite Sulfuric acid Sodium hydroxide	Operated from 1986 to 1997	There is no evidence of a release. Cyanide was not detected in samples taken adjacent to the CDF and the upstream waste line, nor was copper or cadmium detected at elevated concentrations. Solvent and fuel-related contaminants detected in soil are likely the results of historical activities in this area, including fuel oil storage in USTs, painting and paint storage, waste paint storage and disposal, and open storage. Prior to CDF construction, this area contained an abandoned underground septic tank that reportedly received zinc chromate paint sludge and solvent from 1941 to 1949 (ESE, 1981). The concentration of arsenic in soil exceeds RSR criteria at SB12B6-2.

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
CWTP in Building 18	Heavy metals Solvents Acids Cyanide Sulfuric acid Sodium metabisulfite Sodium hydroxide	The CWTP was constructed in 1958, and included the Chrome Reduction Unit and clarifier. In 1986 the equalization tanks were constructed, which replaced the equalization lagoon.	The CWTP in Building 18 includes the Chrome Reduction Unit and the Metals Removal Unit (CDM FPC, 1992). The Chrome Reduction Unit consists of six 9,725-gallon tanks. The Metals Removal Unit consists of one 240,000-gallon and two 120,000-gallon equalization tanks, and a 60,000-gallon clarifier. There is no evidence of a release from this system. The concentration of dichloromethane in soil exceeds RSR criteria at EBS43-1.
CWTP Solids Handling Area in Building 71	Metal hydroxide sludge	Operation began in 1986.	This area consists of the Solids Handling Area, located in Building 71, which includes an 8,000-gallon FRP thickening tank and two 1-cubic yard filter presses (CDM FPC, 1992). There is no evidence of a release. No contaminants were detected above RSR criteria in EBS11-1.
Container Storage Areas A and B (South of Building 18)	Paint Waste acetone Waste sodium hydroxide Waste 1,1,1-TCA Chromium-contaminated plating wastes Sodium hydroxide	Used from 1983 to 1986	Containerized liquid and solid wastes, typically in 55-gallon drums, were collected from locations at the facility and brought to these storage areas. Container Storage Areas A and B had a combined storage capacity of 2,750 gallons (CDM FPC, 1992). There is no evidence of a release. No solvent or fuel-related contamination or cyanide was detected in soil samples collected from outside the perimeter of the storage area; however, no samples were collected from beneath the concrete pad.

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Sludge Roll-off Container Area North of Building 71	Sludge	From 1986 until the facility ceased operation (date unknown)	There is no evidence of a release. No samples were taken from within this area, but the area was contained within a concrete berm and sludge material was stored in the roll-off for a period of less than 90 days.
Equalization Impoundment (Lagoon #1)	Cyanide Cr(VI) Metal Hydroxide Sodium hypochlorite Sodium hydroxides	Operated from 1958 to 1986	The Equalization Lagoon had an approximate capacity of 480,000 gallons (CDM FPC, 1992). The lagoon has been closed under RCRA Subtitle C, and a post-closure groundwater monitoring program is being conducted. Further soil data is necessary to compare contaminant concentrations in soil to RSR criteria. Additionally, LNAPL has been detected in monitoring well LW-5S, and additional investigations are planned for delineation of the extent of the LNAPL.
Sludge Drying Beds (Lagoons #2, #3, and #4)	Cyanide Cr(VI) Metal Hydroxide Sodium hypochlorite Sodium hydroxides	Operated from 1958 to 1986	Lagoon #2 was 8 feet deep with an approximate 547,000-gallon capacity, lagoon #3 was 6.5 feet deep with an approximate 385,000-gallon capacity, and lagoon #4 was 8 feet deep with an approximate 754,000-gallon capacity (CDM FPC, 1992). A release has occurred, however these beds have been closed under RCRA Subtitle C, and a post-closure groundwater monitoring program is being conducted. Further soil data is necessary to compare contaminant concentrations in soil to RSR criteria.

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Outfall-008 (OF-008) and Drainage Ditch	Cyanide Cr(VI) Metal Hydroxide Sodium hypochlorite Sodium hydroxides	The outfall was constructed in 1979.	Outfall-008 was used to discharge supernatant from the CWTP clarifier to the drainage channel immediately northeast of Building 18 and ultimately to the Housatonic River. Elevated concentrations of VOCs, PAHs, SVOCs, PCBs, and inorganics were identified in sediment impacted by discharges from OF-008. As there are no RSR criteria for sediment, no comparisons were performed.
Waste Paint Tank Located Between Buildings 2 and 3	Paints (zinc chromate primer) Solvents	1941 - 1949	Paints and solvents were piped to a septic tank. There is no evidence of a release. No borings were collected at the suspected tank location.
Building 10 and Associated Satellite Accumulation Areas	Solvents	Constructed in 1929	The concentration of arsenic in soil at SB13G1-1 exceeds RSR criteria by several orders of magnitude (a detection of 3,550 mg/kg compared to the I/C DEC of 10.0 mg/kg). Concentrations of cVOCs, chromium, and hexavalent chromium exceed RSR criteria beneath Building 10.
Building 2 Manufacturing Areas	1,1,1-TCA TCE Alkaline cleaners MEK Acetone Toluene Sodium hydroxide Chromic acid Hydrofluoric acids	Constructed in 1929	A release has occurred. Concentrations of TPH, carbon tetrachloride, dichloromethane, TCE, PAHs, arsenic, vanadium, and cadmium in soil exceed RSR criteria. Concentrations of cVOCs in groundwater exceed RSR criteria.

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 2 Plating Area	Chlorinated solvents Xylene Toluene Chromium Nickel Copper Cadmium Cyanide TCE MEK Carbon Tetrachloride	Operations began in 1951	A release of plating solution occurred where CR(VI) migrated to soils beneath the building floor. Chlorinated solvents used for degreasing and cleaning metal components were released from operations in Building 2. A hexavalent chromium plume was identified in groundwater beneath the Chromium Plating Facility and extends beneath parts of Building 10 and Building 12. Concentrations of chromium and hexavalent chromium in soil exceed RSR criteria. Concentrations of TCE, cadmium, chromium, copper, cyanide, Cr(VI), and nickel in groundwater exceed RSR criteria.
Building 3 Plating Area	Solvents Degreasers Chromium	Operated from 1951 to mid-1970s	A release has occurred. Elevated concentrations of cVOCs and Cr(VI) were identified in groundwater where chromium plating was conducted. Cr(VI) was detected at a concentration of 0.1 mg/L (SWPC for Cr(VI) is 0.11 mg/L) in at location DP5-9 at eight feet bgs, beneath the southeastern portion of Building 3. Concentrations of cVOCs in groundwater exceed RSR criteria.

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 3A and Associated Satellite Accumulation Areas	Waste solvents (1,1,1-TCA) Acid wastes	Constructed in 1942	Building 3A was used for engineering and chemical laboratories, a machine shop, a heat treatment area, and office space. Activities conducted within Building 3A have released VOCs to underlying soil. Analytical results from soil samples collected beneath the building floor indicate fuel-related contamination. Concentrations of TPH in soil exceed RSR criteria. In addition, waste solvents (1,1,1-TCA), waste jet fuel, waste oil, and acid wastes were stored in 55-gallon drums in satellite accumulation areas within the building (CDM FPC, 1992), although there is no evidence of a release from these activities.
Building 4 Former Brine UST	Brine Metals Sludge	The ECM process was decommissioned in 1987 (ABB-ES, 1996), and the tank was removed in 1989 (CDM FPC, 1992).	A 20,000-gallon brine storage tank is located beneath the northernmost corner of Building 4, and used during the ECM process (cutting of parts by placing metals in a brine bath). No concentrations of detected analytes at sample locations are greater than the RSR numerical criteria.
Research and Development Area in Northern Building 3, Building 3A, and Building 4	Heavy metals Solvents	Constructed in 1930. A spill of cleaning solvents occurred north of Building 3A in April 1989.	According to the PAS, this area was a disposal and uncontrolled release area. Concentrations of arsenic, nickel, and TPH in soil, cVOCs in groundwater, and TCE and PCE in soil vapor exceed RSR criteria.
Building 19 Dry Well	Solvents	Disposal to the dry well reportedly ceased in 1987; it is unknown when disposal to the dry well may have begun (CDM FPC, 1992).	There is no evidence of a release. The exact location or existence of the dry well could not be determined based on a review of records and a site inspection conducted in October 2003.

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Drum Storage Area East (North) of Building 19	1,1,1-TCA PCE Solvents	Unknown	There is documentation of a release of chlorinated solvents and fuel. Contaminated soil was removed in 1990. Results of soil and groundwater samples indicate residual fuel and chlorinated solvent contamination in soil and groundwater and cyanide in soil at the drum storage area. Concentrations of 1,1,2,2-tetrachloroethane (1,1,2,2-TCA) in soil exceed RSR criteria. Concentrations of cVOCs and arsenic in groundwater exceed RSR criteria.
Building 7 Waste Oil Satellite Accumulation Area and Building 7/7A Drains	Paints Solvents	Constructed in 1943	The drains associated with Buildings 7-7A handled waste petroleum product. Fuel and solvent-related contaminants and cyanide were detected in soil near the buildings. Concentrations of antimony, arsenic, cadmium, lead, and cVOCs in soil exceed RSR criteria.
Building 8 Flammable Storage Area (Paints and Solvents) and Building 8 Waste Paint Satellite Accumulation Area	Flammable paints Solvents	Used from 1943 – 1990s	There is no evidence of a release. No concentrations of detected analytes exceed RSR numerical criteria.

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 16 Floor Drains, Sumps, and Piping	Carbon Tetrachloride TCE 1,1,1-TCA Mercury	Used from 1953 - 1991	Documentation indicates that VOCs and fuels were released to the drainage system in Building 16 and detections of VOCs in soils collected along the drainage system, and downgradient groundwater, suggest that a release has occurred. Other potential contributing sources of VOCs and fuel include prior usage of this area in the 1940s for open storage of containers and documented releases from the Building 34 Jet Fuel Tank Farm. Concentrations of TPH and lead in soils at SB17A2-6 and PCBs at SB17A2-1 exceed RSR criteria. No concentrations of analytes detected in groundwater exceed RSR criteria. In soil vapor, TCE was detected slightly above RSR criteria in SG-99-32.
OATP in Building 64-2	Copper 1,1,1-TCA Ammonia Sodium hydroxide Chromic acid Zyglo	The OATP was constructed in 1976. Releases were documented in 1978 and 1981.	This area contains an oil skimmer in Building 64-2, the 200,000-gallon surge tank adjacent to B64-2 and the 10,000-gallon sodium hydroxide (NaOH)/Alum tank at B64-2. Accidental releases to the stormwater system have been documented. The first included the discharge of 25 to 30 pounds of chromic acid in May of 1978, when a tank containing residual chromic acid was accidentally overturned and the acid discharged to a storm drain (CDM FPC, 1992). The second involved a spill of approximately 20 gallons of Zyglo penetrant dye into a storm drain in October of 1981 (W-C, 1991). No samples have been collected.

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Discharge to the Housatonic River at Outfall-007	Chromic acid Cr(VI) Zyglo (metal penetrant dye)		Treated stormwater from the OATP discharges through Outfall 007. Four chemical releases to the intertidal flats have been documented. These releases involved: • In May 1978, a spill of 25 to 30 pounds of chromic acid was discharged into the OATP and into the river via OF-007 (W-C, 1991). • In August 1978, CTDEP was advised that a yellow plume of Cr(VI) was extending approximately 200 yards from OF-007 (CDM FPC, 1992). This release occurred during a period when it is suspected that effluent from the CWTP was routed to the OATP for discharge via OF-007. • Approximately 75 gallons of oil sludge from the OATP bypassed clogged skimmers and discharged from OF-007 in July 1979 (W-C, 1991). • In October 1981, approximately 20 gallons of "Zyglo," a fluorescent metal penetrant dye was spilled into a storm drain and discharged from OF-007 (W-C, 1991). Sediment sample location OF-007 (SD) was taken at Outfall 007. Analytes detected in sediment included cVOCs, VOCs, PAHs, SVOCs, and PCBs. As there are no RSR criteria for sediment, no comparisons were performed.

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Facility Outfalls-001 through -006 and the Intertidal Flats	Solvents Paints	Constructed in 1953	Solvent, PCBs, and fuel-related contaminants were detected in sediment samples located adjacent to the six facility outfalls associated with the stormwater system. As there are no RSR criteria for sediment, no comparisons were performed. It should be noted however, that these samples are located off the main portion of the SAEP property within the tidal flats, in an area of the Housatonic River that likely has been contaminated as a result of the numerous industrial operations upstream. Furthermore, the current SAEP shoreline is a result of several expansions, most notably in 1943, which utilized both river sediments and fill from offsite.

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 65 Area; Previous Location of Buildings 52 and 55	Paint (zinc-chromate)	Unknown	In 1990, Buildings 52 and 55 were demolished in order to construct Building 65. Building 52 and 55 had previously been used for production material warehousing. During excavation for the Building 65 foundation, contaminated soils were discovered that contained petroleum hydrocarbons and inorganics including cadmium, chromium, lead and copper distributed throughout much of the Building 65 area (Textron, 1991). This contamination was believed to partially be the result of disposal of zinc-chromate undercoat used in aircraft painting processes conducted in Building 2 in the 1940s, and/or from fill obtained from contaminated river sediments. An estimated 12,000 cubic yards of paint- and petroleum-contaminated soil was excavated to the low tide water level and placed in a soil pile in the South Parking Lot (W-C, 1991). Soil samples were collected outside the footprint of the excavated soils. The concentration of TPH in soil at SB06A2-2 exceeds RSR criteria.
Building 58 and Associated Satellite Accumulation Areas	Waste 1,1,1-TCA	Constructed in 1967	Waste 1,1,1-TCA and waste jet fuels were stored in satellite accumulation areas located in the building. This area was also used for open storage in the 1950s and 1960s. It is not believed that activities within the building were associated with a release.

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 48 and Associated Satellite Accumulation Areas	Paint cans	Constructed in 1961	Prior to construction of Building 48, aerial photographs indicated that this area was used for open storage (USEPA, 1990). Paint cans and waste paint were stored in Building 48 in 55-gallon drums in satellite accumulation areas located in the building (CDM FPC, 1992). The concentration of dichloromethane in soil exceeds RSR criteria.
Building 12 and Associated Satellite Accumulation Areas	Ammonia Waste filters	Constructed in 1942	Waste filters were stored in accumulation areas located in this building. A 1943 fire insurance map depicts a machine oil storage area adjacent to the building (AFM FIC, 1943). A 1956 map shows three 1,000 gallon anhydrous ammonia tanks (FIA, 1956) in this area. Both TCE and PCE were detected in soil vapor above the I/C VC beneath Building 12. PCE exceeds the I/C VC beneath Building 12.

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions

Acronyms:

1,1,1-TCA = 1,1,1-trichloroethane

AST = Aboveground storage tank

Bgs = Below ground surface

BTEX = Benzene, toluene, ethylbenzene, and xylene

CDF = Cyanide Destruction Facility

cis-1,2-DCE = cis-1,2-dichloroethene

Cr(VI) = Hexavalent chromium

cVOCs = Chlorinated volatile organic compounds

CWTP = Chemical Waste Treatment Plant

ECM = Electrochemical machining

I/C = Industrial/commercial

LNAPL = Light non-aqueous phase liquid

mg/kg = Milligrams per kilogram

NaOH = Sodium hydroxide

NPDES = National Pollutant Discharge Elimination System

NRC = National Research Council

OATP = Oil Abatement Treatment Plant

OF = Outfall

PAH = Polynuclear aromatic hydrocarbon

PCB = Polychlorinated biphenyl

PCE = Tetrachloroethene

RCRA = Resource Conservation and Recovery Act

RSR = Remediation Standard Regulation

SAEP = Stratford Army Engine Plant

SVOC = Semi-volatile organic compound

TCE = Trichloroethene

TPH = Total petroleum hydrocarbons

USEPA = United States Environmental Protection Agency

UST = Underground storage tank

VOC = Volatile organic compound

VC = Volatilization Criteria

NOTIFICATION OF PETROLEUM PRODUCT STORAGE, RELEASE, OR DISPOSAL AND REMEDIAL ACTION TAKEN

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Oil House Tank Farm (13 ASTs)	Coolants Lubricants Hydraulic oils Varsol Spent jet fuel Waste oils	Oil House Tank Farm constructed in early 1950s. Relocated 30-50 feet west of original location between 1980 and 1982. Waste oil accumulation tanks used from 1981 to 1996. Date of release unknown.	The Waste Oil and Hazardous Waste Accumulation Tanks and aboveground piping were removed in 1998. Chlorinated and fuel-related contaminants were detected in soil within the berm, indicating a release has occurred to soil and shallow groundwater, likely due to spills or leaks from tanks or piping. Concentrations of arsenic and dichloromethane in soils exceed RSR criteria. Concentrations of chloroethane, cis-1,2-DCE, TCE, and vinyl chloride in groundwater exceed RSR criteria.
Hazardous Waste and Waste Oil Transfer Systems Between Buildings 13 and 15	Waste fuel Waste solvent/oil mixtures Waste oil	Installed prior to 1970	The waste fuel and waste solvent and oil systems each consisted of a 500-gallon underground receiving tank. The waste oil transfer system consisted of two 400-gallon underground steel tanks. A release of fuels and chlorinated solvents to soil has occurred. Possible volatilization of PCE and TCE contamination in vadose zone soil may have impacted soil vapor in the vicinity of Building 15. However, none of the samples can be uniquely associated with the receiving pits and underground transfer lines. Concentrations of BTEX, cVOCs, VOCs, TPH, PCBs, and inorganics in soils exceed RSR criteria. Concentrations of cVOCs and arsenic in groundwater exceed RSR criteria.
Oil/Alum Tank	Cutting Oils	1976 - 1997	The Oil/Alum tank was an aboveground, 10,000-gallon welded carbon steel tank mounted on a concrete pad. There is no evidence of a release from this tank. No contaminants were detected above RSR criteria.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Container Accumulation and Drum Staging Area Between the Former Oil House Tank Farm and Building 37	Waste oil Fuel	Use began prior to 1980. Date of release unknown.	A release of chlorinated and fuel-related VOCs to the underlying soils has occurred. Concentrations of cis-1,2-DCE and xylenes in soil exceed RSR criteria. It is unknown if this release occurred from handling and storage of drums after designation of the area as a container storage area, or prior to that time when the area contained storage tanks.
Metal Chips Oily Sump (Northwest corner of Building 13)	Cutting oils Metal chips	Concrete pit for metal chips was removed in 1993.	There is no evidence of a release. Sample SB09B11-1 was taken from within the area of the former metal chips bin, but not adjacent to the chip sump. No detected concentrations in samples from SB09B11-1 are greater than RSR numerical criteria.
Building 15 and Associated Satellite Accumulation Areas	Coolants Hydraulics Waste oils	Constructed in 1945.	A release has occurred in this area. Solvent and fuel-related contaminants were identified in soil; however the presence of the fill from former shoreline filling and an outfall once located beneath Building 15 complicates the determination of the source of the release. Concentrations of TCE and lead in soil exceed RSR criteria
Former Chemical Storage and Scrap Metal Reclamation	Oily metal chip storage Titanium and aluminum chips	Constructed in 1944. Metal chips concrete sump removed in 1993. Titanium and aluminum chips collection system used from early 1990s to 1996.	Oil-water separator located in Building 13. Concentrations of PAHs and TPH in soil exceed RSR criteria. Concentrations of PCE and TCE in soil vapor exceed RES and I/C VC.
Container Storage Pad and Collection Trench Northeast of Building 13	Scrap metals Oils	Drum storage began around 1943. Concrete pad and collection system built in 1993 and used for a two-year period.	Concentrations of TCE, numerous PAHs, TPH, antimony, arsenic, beryllium, and lead in soil exceed RSR criteria. The source of the contaminants detected in soils is likely from historical usage of this area prior to 1993.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Open Storage Area Between Buildings 16 and 74	Propane Oil and grease	Storage occurred from the early 1950s until the 1980s.	The 1953 aerial photograph and a 1956 Fire Insurance Map depict three 1800-gallon propane ASTs at the future location of the OATP (Building 64-2). A 1970 aerial photograph depicts storage tanks adjacent to Building 37 and three small buildings located between Building 38 and the three 1800-gallon propane ASTs. Concentrations of BTEX, cVOCs, PAHs, TPH, PCBs, and inorganics in soils exceed RSR criteria. Concentrations of cVOCs and arsenic in groundwater exceed RSR criteria. Detected analytes in samples associated with this area may have resulted from these storage areas, ASTs historically located within this area, fill used in 1943 to extend the shoreline into the Housatonic, and/or as a result of activities associated with operation of the OATP.
Container Storage Areas A and B (South of Building 18)	Waste jet fuel Waste oil	Used from 1983 to 1986	Containerized liquid and solid wastes, typically in 55-gallon drums, were collected from locations at the facility and brought to these storage areas. Container Storage Areas A and B had a combined storage capacity of 2,750 gallons (CDM FPC, 1992). Based on available information, there is no evidence of a release. No solvent or fuel-related contamination or cyanide was detected in soil samples collected from outside the perimeter of the storage area; however, no samples were collected from beneath the concrete pad.
Former UST at Building 18	#2 Fuel Oil	1956 - 1989	A 1,000-gallon #2 Fuel Oil UST was located adjacent to Building 18. There is no evidence of a release. Fuel-related contaminants were not detected in SB20A1-1. No contaminants were detected above RSR criteria.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 2 Former USTs	Fuel oils Gasoline Oils	Oil USTs were abandoned in place in 1955. Septic tank was abandoned in place in 1969. Status of other tanks unknown.	Former USTs at Building 2 include two 2,500-gallon oil USTs underneath Building and a 1,500-gallon sanitary UST 2 (CDM FPC, 1992). The exact location of these tanks is not known. In addition, five other fuel storage tanks have been identified at Building 2: two 5,000-gallon fuel oil USTs; a 10,000-gallon and a 15,000-gallon fuel oil tank, and a 500-gallon gasoline tank. The status of these tanks is unknown. Based on available information, there is no evidence of a release. The exact location of the tanks is unknown. Furthermore, no sample locations were taken proximal to other identified fuel storage tanks at Building 2.
Former Gasoline USTs near Building 10	Gasoline	Approximately 1931 to 1943	Two 1,000-gallon gasoline USTs were identified on fire maps (AFM FIC, 1931). The current status of these tanks is unknown. There is no evidence of a release. No detected concentrations in soil boring SB13I1-1 are greater than RSR numerical criteria.
Building 6 and Associated Satellite Accumulation Areas	Waste calibration fuel Waste jet fuel Waste oil	Constructed in 1944	Building 6 was used for engine testing, parts storage, painting, and as an experimental hangar. 55-gallon drums were used for storage within various satellite accumulation areas located throughout the building (CDM FPC, 1992). Concentrations of arsenic in soil exceed RSR criteria at sample location SB24A1-1.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 3A and Associated Satellite Accumulation Areas	Waste jet fuel Waste oil	Constructed in 1942	Building 3A was used for engineering and chemical laboratories, a machine shop, a heat treatment area, and office space. Activities conducted within Building 3A have released VOCs to underlying soil. Analytical results from soil samples collected beneath the building floor indicate fuel-related contamination. Concentrations of TPH in soil exceed RSR criteria. In addition, waste solvents (1,1,1-TCA), waste jet fuel, waste oil, and acid wastes were stored in 55-gallon drums in satellite accumulation areas within the building (CDM FPC, 1992), although there is no evidence of a release from these activities. Results of the 2004 soil vapor survey identified that TCE and PCE concentrations were above soil vapor RES and I/C VC in Building 3A. In groundwater beneath Building 3A, concentrations of PCE exceed RES VC, and cVOC concentrations exceed both RES and I/C VC.
6 Former USTs	Fuels Oil Diesel Gasoline	Two 550-gallon tanks removed in 1989. Two 5,000-gallon tanks initially abandoned in place in 1979 and removed in 1998.	Four former USTs were used to store fuel and oil for operations conducted in Building 6. There were two 550-gallon fuel USTs, a 5,000-gallon fuel UST, and a 5,000-gallon oil UST (CDM FPC, 1992). Other storage tanks were identified in the vicinity of Building 6. A 1986 fire map (FIA, 1986) depicts two 250-gallon diesel oil tanks west of the central portion of Building 6, and a 250- gallon gasoline tank. A release has occurred. During removal of one 5,000-gallon tank in 1998, petroleum-contamination was visually identified in surrounding soil. No remedial actions have been taken.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 72 and Associated Petroleum Storage Tanks	Diesel Jet fuel	1965 - 1998	Building 72 served as a pumping station for fuel storage tanks. The building serviced two 10,000 and four 20,000-gallon diesel and jet fuel ASTs. Two 20,000-gallon tanks were installed in approximately 1965; the other four tanks were installed in the early 1980s (W-C, 1991). Petroleum-contaminated soils were identified during closure of the adjacent sludge drying lagoons in 1986; the contaminated soils were not removed (CDM FPC, 1992). Concentrations of PAHs in soil exceed RSR criteria.
Research and Development Area in Northern Building 3, Building 3A, and Building 4	Fuels Oils	Constructed in 1930.	A release has occurred. Fuel-related contaminants and nickel were detected in soil. Chlorinated solvent and fuel-related contaminants were detected in groundwater, and chlorinated solvents were detected in soil vapor. Concentrations of arsenic, nickel, and TPH in soil, cVOCs in groundwater, and TCE and PCE in soil vapor exceed RSR criteria.
Building 4 Drum Storage Area	Machining oil Engine oils	Storage began in 1981.	This area was used to store 55-gallon drums of machining oil and engine oils used in engine testing and development at the facility (ABB-ES, 1996). There is no evidence of a release. No concentrations of contaminants exceed RSR criteria in samples from SB27E2-1.
Building 6A Waste Oil Rags (Satellite Accumulation Area) and Building 6A Waste TPC and Oil (Satellite Accumulation Area)	Waste Oil TPC (aliphatic hydrocarbon)	Building 6A was built in 1966. Storage in satellite accumulation areas began in 1991.	Waste oil rags and waste TPC and oil were stored in 55-gallon drums in satellite accumulation areas located throughout the building. Fuel and solvent-related contamination were detected in soil at Building 6A. Concentrations of cVOCs in soil exceed RSR criteria.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 53 and Associated Fuel Storage Areas	Fuels	Building 53 was constructed in 1961. Open storage occurred in this area since at least 1943.	A 1962 drawing depicts two fuel USTs beneath the southern end of Building 53. Additionally, a plan from 1964 (AVCO Lycoming, 1964) depicts four temporary mobile tankers immediately south of Building 53. Following the construction of Building 6 in 1944, stains and/or tanks are identified in aerial photographs (USEPA, 1990). There is no evidence of a release from this area.
Building 19 Dry Well	Waste fuels Oils	Disposal to the dry well reportedly ceased in 1987; it is unknown when disposal to the dry well may have begun (CDM FPC, 1992).	There is no evidence of a release. The exact location or existence of the dry well could not be determined based on a review of records and a site inspection conducted in October 2003.
Building 34 and Associated Satellite Accumulation Areas	Waste oil Filters Jet Fuel	Constructed in 1953	Building 34 served as the pumphouse for the Former Jet Fuel Tank Farm. Accumulation areas at Building 34 contained 55-gallon drums of waste oil, filters, and jet fuel (CDM FPC, 1992). Based on available information, there is no evidence of a release within the footprint of the building or its perimeter.
Building 5 and Associated Satellite Accumulation Areas	Waste jet fuel	Constructed in 1954	Reportedly, waste jet fuel was stored within 55-gallon drums in satellite accumulation areas located throughout the building (CDM FPC, 1992). A 1986 fire insurance map identifies a 600-gallon fuel oil tank located in Building 5A (FIA, 1986). There is no evidence of a release, based upon the historical use of this area and analytical results from the associated boring. No concentrations of analytes were greater than RSR criteria.
Building 19 and Associated Satellite Accumulation Areas	Filters	Unknown	The satellite accumulation areas at Building 19 contained 55-gallon drums of waste filters (CDM FPC, 1992). The locations of the satellite accumulation areas are unknown and likely changed over time. Building 19 was used for jet engine testing and turbine engine research and development. No concentrations of analytes were greater than RSR criteria.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 43 and Associated Satellite Accumulation Areas	Fuels Filters	Constructed in the early 1940s	Building 43 was constructed in the early 1940s to serve as a pumping station for a fire suppression tank located adjacent to the building (AFM FIC, 1943). Building 43 was modified in approximately 1986 to serve as the fuel pumping station for two 60,000 gallon ASTs that supplied the Building 19 jet engine testing and turbine research (FIA, 1986). Waste fuel and filters were stored in 55-gallon drums located in satellite accumulation areas in the building (CDM FPC, 1992). There is evidence of a release
Building 19 Former USTs	Fuels	Tanks removed in 1987	Four former fuel USTs, located in the vicinity of Building 19, were used in support of testing activities within the building. The USTs included two 550-gallon tanks, a 1,000-gallon tank, and a 2,000-gallon tank (CDM FPC, 1992). Reportedly, all four USTs were removed in 1987 (W-C, 1991).There is no evidence of a release.
Jet Fuel Tank Farm Former USTs	Jet Fuel Diesel Waste Fuel Varsol	In use from 1953 - 1989	Eighteen former USTs were located at the Former Jet Fuel Tank near Building 34, including five 20,000-gallon jet fuel tanks, and one 20,000-gallon diesel tank, a 4,000-gallon waste fuel tank, a 5,000-gallon Varsol tank, a 1,000-gallon fuel tank, and nine 300-gallon fuel tanks (CDM FPC, 1992). During tank removal, approximately 2,000 cubic yards of fuel-contaminated soil, containing levels of toluene and xylenes up to 5,500 ppm (CDM FPC, 1992) were excavated. Soil samples taken following excavation of contaminated soil indicates residual fuel and chlorinated solvent-related contamination. Concentrations of arsenic, benzene, and TPH in soil exceed RSR criteria. Concentrations of vinyl chloride in groundwater exceed RSR criteria.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 16 and Associated Satellite Accumulation Areas	Waste oil Fuel Filters Oily rags	Unknown	Building 16 was used for production and development of engines in test cells, and various satellite accumulation areas that previously stored waste oil, fuel, filters, and oily rags in 55-gallons drums. Fuel-related contamination was detected in soil north of the central portion of Building 16, along the Dike. Concentrations of TPH exceed RSR criteria.
Drum Storage Area East (North) of Building 19	1,1,1-TCA PCE Solvents	Unknown	There is documentation of a release of chlorinated solvents and fuel related to drum storage. An additional spill of diesel fuel into this area from overfilling of the adjacent ASTs resulted in the ultimate removal of approximately 120 cubic yards of soil that was sent off-site for disposal. Results of soil and groundwater samples indicate residual fuel and chlorinated solvent contamination in soil and groundwater and cyanide in soil at the drum storage area. Concentrations of 1,1,2,2-TCA in soil exceed RSR criteria. Concentrations of cVOCs and arsenic in groundwater exceed RSR criteria.
Scrap Metal Yard North of Building16	Scrap metal Oils Greases	Unknown	This area was used to store scrap metal that was reportedly covered in oils and greases. Fuel-related contaminants and PCBs were detected in soil at concentrations of 5 mg/kg or less, and black, tar-like material was noted during soil sampling at one of the soil boring locations. Concentrations of PCBs in soil at SB17A3-4 exceed RSR criteria.
Building 7 Waste Oil Satellite Accumulation Area and Building 7/7A Drains	Petroleum Fuels Waste oil	Constructed in 1943	The drains associated with Buildings 7/7A handled waste petroleum product. Fuel and solvent-related contaminants and cyanide were detected in soil near the buildings. Concentrations of antimony, arsenic, cadmium, lead, and cVOCs in soil exceed RSR criteria.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 19 ASTs North of Building	Diesel JP-5	Installed in 1953 and removed in 1998. Release in 1990.	Three ASTs, including a 2,000-gallon diesel fuel #2 tank, a 1,000-gallon diesel fuel #2 tank, and a 1,000-gallon JP-5 tank were located to the north of Building 19. The tanks were reportedly occasionally overfilled (W-C, 1991). In June 1990, one of the diesel tanks was accidentally overfilled and 150 gallons of fuel was spilled to the ground surface. Approximately 100 gallons of this was collected by facility personnel and the remaining 50 gallons was removed along with contaminated soils from an open excavation west of the concrete pad, in the area of the drum storage area (AOC 57). The excavated soils were stockpiled in the bermed tank area, sampled, and sent off-site for disposal (Textron Lycoming Memo, July 2, 1990). Analytical results from samples collected underlying and south of the concrete pad indicate that no contaminants exceed RSR criteria.
Building 19 ASTs Northwest of Building	Jet-A jet fuel JP-4 jet fuel	Installed in 1986 and removed in 1998.	Two 60,000-gallon jet fuel ASTs were located northwest of Building 19. Prior to installation of the fuel tanks, a 400,000 gallon fire suppression tank was located in the area (FIA, 1956 and USEPA, 1990). Analytical results from boring BR-1 located approximately 10 feet northwest of these tanks indicated that analytes did not exceed RSR numerical criteria.
Building 9 Floor Drain	Oil Grease Hydraulic fluid	Constructed in 1943	Batteries, oil, grease, and hydraulic fluid were stored in 55-gallon drums in Building 9. The floor drains lead to the OATP via pump station Building 64-1 (W-C, 1991). Soil boring SB13E1-1 was completed adjacent to the storm drain line from Building 9. No concentrations of detected analytes at sample location SB13E1-1 are greater than RSR criteria.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
ASTs Southeast of Building 16	Engine oil Diesel	1953 - 1998	Four 3,000-gallon engine oil tanks were originally located in this area, likely since construction of Building 16 in 1953 (FIA, 1956). These tanks were removed between 1980 and 1984, and replaced by two 40,000-gallon #2 Diesel ASTs (W-C, 1991). The diesel tanks were removed in 1998 (IPM, 2002).There is no evidence of a release.
Building 16 Floor Drains, Sumps, and Piping	Fuels	Used from 1953 until 1991	Documentation indicates that VOCs and fuels were released to the drainage system in Building 16. Detections of VOCs in soils collected along the drainage system and downgradient groundwater suggest that a release has occurred. Other potential contributing sources of VOCs and fuel include prior usage of this area in the 1940s for open storage of containers and documented releases from the Building 34 Jet Fuel Tank Farm. Concentrations of TPH and lead in soils at SB17A2-6 and PCBs at SB17A2-1 exceed RSR criteria. No concentrations of analytes detected in groundwater exceed RSR criteria. In soil vapor, TCE was detected slightly above RSR criteria in SG-99-32.
OATP in Building 64-2	Oil and grease	The OATP was constructed in 1976. Releases were documented in 1978 and 1981.	This area contains an oil skimmer in Building 64-2, the 200,000-gallon surge tank adjacent to B64-2 and the 10,000-gallon sodium hydroxide (NaOH)/Alum tank at B64-2. Following the construction of the waste transfer system and closure of the wastewater collection lines in the early- to mid-1980s, the OATP continued to receive wastewater in the form of supernatant pumped from waste oil tanks at the former Oil House Tank Farm. The continuous or intermittent presence of oil, copper, 1,1,1-TCA, and ammonia discharge to the OATP was noted in the early 1990s (W-C, 1991). No samples have been collected.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Facility Outfalls-001 through -006 and the Intertidal Flats	Waste oils Fuels	Constructed in 1953	Solvent, PCBs, and fuel-related contaminants were detected in sediment samples located adjacent to the six facility outfalls associated with the stormwater system. As there are no RSR criteria for sediment, no comparisons were performed. It should be noted however, that these samples are located off the main portion of the SAEP property within the tidal flats, in an area of the Housatonic River that likely has been contaminated as a result of the numerous industrial operations upstream. Furthermore, the current SAEP shoreline is a result of several expansions, most notably in 1943, which utilized both river sediments and fill from offsite.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Soil Pile, South Parking Lot	Fuels Metals	1989 - 1990	In September 1989, an estimated 3,000 cubic yards of contaminated soil, discovered during removal of USTs at the Jet Fuel Tank Farm were excavated and stockpiled at the South Parking Lot. Toluene and xylene were detected at levels up to 5,500 mg/kg in these soils (CDM FPC, 1992). Additional samples collected just outside the area of removal identified soil containing TPH at concentrations up to 5,500 mg/kg (Zecco, 1990). In 1990, Buildings 52 and 55 were demolished in order to construct Building 65. During excavation for the Building 65 foundation, contaminated soils contained petroleum hydrocarbons and inorganics including cadmium, chromium, lead and copper distributed throughout much of the Building 65 area (Textron 1991). An estimated 12,000 cubic yards of contaminated soil was excavated to the low-tide water level and added to the soil pile at the South Parking Lot (W-C, 1991). The soils were aerated on-site to reduce contaminant levels and then placed in the South Parking Lot. Concentrations of 1,1,2,2-TCA, PAHs, SVOCs, and cadmium exceed RSR criteria for samples from borings completed in the final placement location of this soil.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 65 Area; Previous Location of Buildings 52 and 55	Petroleum	Unknown	In 1990, Buildings 52 and 55 were demolished in order to construct Building 65. Buildings 52 and 55 had previously been used for production material warehousing. During excavation for the Building 65 foundation, contaminated soils were discovered that contained petroleum hydrocarbons and inorganics including cadmium, chromium, lead and copper distributed throughout much of the Building 65 area (Textron, 1991). This contamination was believed to partially be the result of disposal of zinc-chromate undercoat used in aircraft painting processes conducted in Building 2 in the 1940s, and/or from fill obtained from contaminated river sediments. An estimated 12,000 cubic yards of paint- and petroleum-contaminated soil was excavated to the low tide water level and placed in a soil pile in the South Parking Lot (W-C, 1991). Soil samples were collected outside the footprint of the excavated soils. The concentration of TPH in soil at SB06A2-2 exceeds RSR criteria.
Building 58 and Associated Satellite Accumulation Areas	Waste jet fuels	Constructed in 1967	Waste 1,1,1-TCA and waste jet fuels were stored in satellite accumulation areas located in the building. Oil was reportedly observed in subsurface soil during pile driving for construction of the building (W-C, 1991). This area was used for open storage in the 1950s and 1960s.
Building 9 Former USTs	Gasoline	Shown on maps as early as 1931. Four tanks removed in 1989 and two tanks removed in 1995.	Fire maps indicate gasoline USTs in the area southeast of Building 9 and north of Building 10 (AFM FIC, 1931). A total of six tanks were located in this area: two 2,500-gallon unleaded gasoline tanks, two 3,000-gallon gasoline tanks, and two 3,000-gallon unleaded gasoline tanks (ABB-ES, 1996). Sampling determined that no concentrations of contaminants exceed RSR criteria.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 52 Former UST	Oil	Abandoned in place in 1969	A 1,000-gallon oil UST was located beneath Building 52 until it was sand filled and abandoned in 1969 (W-C, 1991). One soil boring (SB08J1-1) adjacent to the UST found no concentrations of detected analytes greater than the RSR numerical criteria.
Building 17	No 4. fuel oil	1952 – late 1980s	A 10,000-gallon aboveground storage tank that contained No. 4 fuel oil was used to supply fuel to a boiler located in this building. No concentrations of detected analytes in soil are greater than the RSR numerical criteria.
ASTs near Building 44	Oil-alum Methanol Fuel Oil #6	Unknown	Three ASTs were located in this area: a 10,000-gallon oil-alum tank was transferred from its location near Building 13 in 1988; a 5,000-gallon methanol AST; and a 400,000-gallon Fuel Oil #6 AST. There is no evidence of a release.
Fuel, Lubricating, and Hydraulic Oils near Building 69	Fuels Lubricating oil Hydraulic oil	1980 - 1991	Fuels and lubricating and hydraulic oils were stored near former Building 69. Reportedly, less than 13,750 gallons (at any given time) of these fluids were stored in 55-gallon drums in this area (ABB-ES, 1996). There is no evidence of a release.
Former Pits or Lagoons - North Parking Lot	Fuels	1940s	Aerial photography from 1943 (USEPA, 1990) indicates the presence of possible pits or small lagoons in the North Parking Lot. In 1944, Building 2 was expanded to the northwest, and during the expansion this area was likely filled. No disposal history for this area is available. Analytical results from samples collected in this area indicate fuel-related contaminants. Concentrations of arsenic and TPH in soil exceed RSR criteria.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Shed North of Building 12 Used to Store Cuttings	Metals cuttings Machine oils	1990s	A shed located to the northwest of Building 12 was used to store metal cuttings in the 1990s. A former building was located in this area during the 1940s, and was used as a test house (AFM FIC, 1941) and as a mould shop (AFM FIC, 1943). Machining oils were stored in an adjacent portion of Building 12 (AFM FIC, 1943). Aerial photography from 1970 and 1980 show open storage in this area (USEPA, 1990). No concentrations of detected analytes at sample locations are greater than the RSR numerical criteria.

Acronyms:

1,1,1-TCA = 1,1,1-trichloroethane
AST = Aboveground storage tank
Bgs = Below ground surface
BTEX = Benzene, toluene, ethylbenzene, and xylene
CDF = Cyanide Destruction Facility
cis-1,2-DCE = cis-1,2-dichloroethene
Cr(VI) = Hexavalent chromium
cVOCs = Chlorinated volatile organic compounds
CWTP = Chemical Waste Treatment Plant
ECM = Electrochemical machining
I/C = Industrial/commercial
LNAPL = Light non-aqueous phase liquid
mg/kg = Milligrams per kilogram
NaOH = Sodium hydroxide
NPDES = National Pollutant Discharge Elimination System
NRC = National Research Council
OATP = Oil Abatement Treatment Plant
OF = Outfall
PAH = Polynuclear aromatic hydrocarbon
PCB = Polychlorinated biphenyl
PCE = Tetrachloroethene
RCRA = Resource Conservation and Recovery Act
RSR = Remediation Standard Regulation
SAEP = Stratford Army Engine Plant
SVOC = Semi-volatile organic compound
TCE = Trichloroethene
TPH = Total petroleum hydrocarbons
USEPA = United States Environmental Protection Agency
UST = Underground storage tank
VOC = Volatile organic compound
VC = Volatilization Criteria

EXHIBIT H

MUSEUM AGREEMENT

U.S. ARMY INSTALLATION SUPPORT MANAGEMENT ACTIVITY
STRATFORD ARMY ENGINE PLANT
550 MAIN STREET
STRATFORD, CONNECTICUT 06615-7574

CONTINUED USE AGREEMENT
BETWEEN
THE CONNECTICUT AIR AND SPACE CENTER
AND
THE DEPARTMENT OF THE ARMY

This Continued Use Agreement (Agreement) is made as of the 28th day of OCTOBER, 2010, between the CONNECTICUT AIR AND SPACE CENTER (CASC), having its principal office located at P.O. Box 1293,Stratford, Ct. 06615-1293, and the UNITED STATES OF AMERICA (Government), acting by and through the SECRETARY OF THE ARMY (Army), having an address for purposes of this Agreement at U.S. Army Corps of Engineers, NY District, Attention: CENAN-RE-M, 26 Federal Plaza, Room 2007, New York, NY 10278.

WITNESSETH THAT:

WHEREAS, the 1995 Base Closure and Realignment Commission (BRAC 95) made recommendations for the realignment and closure actions for military installations. On July 13, 1995, the President of the United States approved the BRAC 95 Commission's recommendations. The United States Congress reviewed the recommendations, and they became law on September 28, 1995. Among the actions recommended by the BRAC 95 Commission was closure of the Stratford Army Engine Plant (SAEP); and

WHEREAS, the CASC desires to retain use of Buildings 6 & 53 and certain adjacent properties at SAEP described below.

NOW THEREFORE, the parties hereby agree as follows:

A. The CASC's reserved use will be limited to:
   1. Building 6;
   2. Building 53; and
   3. Adjacent properties consisting of the parking areas south and east of Buildings 6 and the small lot directly north of Building 17.

B. The CASC's use of the property shall be limited to storage and restoration of aircraft and related artifacts currently present on the property.

C. The term of this Agreement is for twelve (12) months from this 28th day of OCTOBER, 2010.

D. The CASC's temporary reserved use under paragraph (A) above will be at no monetary consideration, except as specifically set forth in this Agreement, for the use of the building or property described above subject to the CASC timely vacating the property after the twelve (12) month period.

E. During the period of such use, the CASC shall be subject to the following rules, which are intended to ensure the protection of all individuals entering the SAEP, control access to comply with applicable laws and regulations, and the protection of Federal and personal property. The CASC shall cooperate with the SAEP personnel by agreeing to the following rules:

   1. The use and occupation of the premises shall be subject to the general supervision and approval of the Government. The CASC shall comply with all safety, security, fire, health, environmental, and property management regulations and requirements at SAEP. Failure to comply with these rules may result in termination of CASC's right to use the property.

   2. The CASC is required to have an Occupational Health and Safety (OSHA) Program. The CASC is responsible for the safety of its own member volunteers. The CASC will submit a copy of their OSHA program to the

Government. The CASC is also required to provide Materiel Safety Data Sheets (MSDS) to the Government. The CASC shall keep these plans and data updated as needed.

3. Upon execution of this Agreement the CASC shall, at its own cost, obtain, from a reputable insurance company, or companies, liability insurance in an amount determined acceptable by the Army. The insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of the Government, shall be payable to the CASC to be used solely for the repair, restoration or replacement of the property damaged or destroyed.

4. For its operations, the CASC is responsible and liable for complying with all applicable laws, regulations, and SAEP rules AND ensuring its own compliance with OSHA, environmental, and other laws and regulations.

5. The CASC will use SAEP access control procedures:

    a. Control of access (egress and ingress) to the areas described within this Agreement shall be through the SAEP Security Headquarters at the 550 Main Street entrance. The purpose of this rule is to ensure that SAEP Security is aware of all individuals on the premises at all times. No individual under the age of 18 shall have access to the property under this Agreement.

    b. The CASC will ensure that ALL individuals entering the premises under its auspices shall have received the required safety briefing from SAEP authorized officials prior to entering the premises. Refusal to attend the safety briefing or to sign the acknowledgement of the briefing will be grounds for SAEP Security to refuse entry.

    c. ALL individuals will sign in and receive a SAEP badge PRIOR to entering the CASC area. All badges will be returned to SAEP Security by each individual at the end of the day. Badges may be

kept during the day when leaving for lunch or business. The CASC shall ensure that all individuals wear their badges while on the SAEP premises at all times.

d. SAEP Security will open the small parking lot gate adjacent to Building 17 for the first person signing in. The gate will remain open during that day and will be locked by SAEP Security after the last person leaves. The CASC agrees to provide and keep updated a listing of individuals authorized to request opening of the gates.

e. The CASC shall operate the internal personnel gate to control access to the B6/53 area. The CASC shall be responsible for security of the area described within this Agreement. SAEP Security will provide a key to the CASC to open the personnel gate and allow personnel to enter and leave the facility during the day. The last CASC person leaving the facility will ensure the facilities are secured, shall lock the personnel gate, and shall notify SAEP Security that the facility is empty so that the gate can be secured.

f. Upon request to the Installation Manager, temporary access through other installation gates may be authorized.

g. All criminal matters occurring on the areas described within this Agreement or common use areas must be reported to SAEP Security and the Installation Manager.

6. The appropriate Town of Stratford authorities shall provide police, fire, or emergency medical services. The CASC is responsible for providing direct emergency notification to those authorities. However, immediately after that direct emergency notification, the CASC shall notify SAEP Security (at 203-385-6633) so that all support and access services may be provided.

7. All other emergencies (e.g. leaks, power outages, etc.) require immediate notification to SAEP Security.

8. The CASC shall provide SAEP Security with a listing of CASC personnel to be contacted in the event of an emergency or other problem. This listing shall include name, home and work phone numbers, pager or cell phone numbers, and other information as appropriate.

F. During the period of such use, the Government shall not be responsible for the following obligations and associated costs as may be applicable to such buildings, property or use:

1. The Government and its successors shall not be responsible for damages to personal or real property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the personal property of the CASC or damages to the volunteer members or others who may be on the premises at their invitation, and the CASC shall hold the Government and its successors harmless from any and all such claims, but not including damages due to the fault or negligence of the Government, its successors, or its contractors. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Army, its officers, agents and employees, or any other entity, by statute or court decisions;

2. The operation, protection, maintenance and repairs of such buildings and property;

3. Any improvements desired by the CASC during such period of use;

4. Restoration of or repairs to the premises desired by the CASC, if any damage occurs during such period of use;

5. The release of any hazardous substance on such property occurring after the date of this Agreement, where such substance was released on such property by the CASC, or its officers, employees, agents or contractors after the date of this Agreement;

6. Maintenance of related property or improvements used by the CASC, including but not limited to, parking lots, access-ways (not including dedicated public roads);

7. The costs of services required or requested by the CASC for security purposes including, but not limited to, perimeter lighting, parking lot lighting, security patrols, or weed removal;

G. Upon completion of the CASC's use of the buildings and adjacent properties listed in Paragraph (A) above, the said property will be relinquished to the Government in its current condition. As of the effective date of this Agreement, no further improvements shall be made to said property by the CASC without prior written approval by the Government.

H. The continued uses by the CASC set forth herein shall continue for the period specified herein, and shall be binding on the Government, its successors and assigns, and shall survive any transfer of the property to another entity by the Government.

I. Without prejudice to any other rights the Government may have, the CASC is responsible in accordance with applicable law for the acts and omissions of its employees and agents that cause injuries to persons or damages to personal or real property, including any claims arising from the CASC's use of the premises, unless such injuries or losses are caused solely by the negligence of the Government, its agents, officers, employees or contractors.

J. This Agreement contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this paragraph as well as all other condition of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Continued Use Agreement this 28th day of OCTOBER, 2010.

Connecticut Air and Space Center

By: _____
FREDERIC D. HYATT
Vice-President

Stratford Army Engine Plant

By: _____
PETER W. SZYMANSKI
Installation Manager

EXHIBIT I

FORM OF ASSIGNMENT AND ASSUMPTION OF MUSEUM AGREEMENT

[See Following Page]

ASSIGNMENT AND ASSUMPTION OF MUSEUM AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF MUSEUM AGREEMENT is made as of this _____ day of _____, 20___, by and between the United States of America, acting by and through the Secretary of the Army, having an address for purposes of this agreement at U.S. Army Corps of Engineers, NY District, Attention: CENAN-RE-M, 26 Federal Plaza, Room 2007, New York, NY 10278 ("Assignor"), and _____ ("Assignee"), having an address at _____ _____.

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of Invitation for Bids No. _____ (the "IFB"), Assignee has agreed to purchase a certain parcel of land located in Stratford, Connecticut (the "Property") together with the buildings, structures and other improvements owned by Assignor and located thereon, all as more particularly described in the IFB;

WHEREAS, those certain buildings situated on the Property and known as "Building 6" and "Building 53" are presently occupied by the Connecticut Air and Space Center, Inc. and subject to an agreement dated _____ (the "Agreement"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept, the assignment from Assignor of all of Assignor's right, title and interest in and to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Assignor hereby transfers, assigns and sets over unto Assignee all of Assignor's right, title and interest in and to the Agreement effective as of _____, 201__ (the "Effective Date").

2. Assignee hereby accepts the foregoing assignment.

3. The provisions of this Assignment and Assumption of Museum Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

ASSIGNOR:

ASSIGNEE:

EXHIBIT J

ARMY HOLDOVER AGREEMENT

NO. DACA51-9-09-030

DEPARTMENT OF THE ARMY
LICENSE
THE FORMER STRATFORD ARMY ENGINE PLANT
FAIRFIELD COUNTY, STRATFORD, CT

THIS LICENSE, made and entered into this ____ day of _____ 2011, by and between **_____ (hereinafter referred to as "LICENSOR")**, whose principal address is _____and the **UNITED STATES OF AMERICA (hereinafter referred to as the "GOVERNMENT"),** having an address for purposes of this Agreement at U.S. Army Corps of Engineers, New York District, Attention: CENAN-RE-M, 26 Federal Plaza, Suite 2007, New York, New York 10278-0090,

THIS LICENSE is granted subject to the following conditions:

1. PROPERTY

LICENSOR hereby grants to the GOVERNMENT a total of 1,200 square feet of office and storage space, consisting of: Building 1 - Room 1 (approximately 500 square feet); Building 1 - Room 2 (approximately 200 square feet); Building 1 – Room 5 (approximately 300 square feet); and Building 2 - Public Records Library in Security HQ's (approximately 200 square feet).

2. TERM

LICENSOR hereby grants to the GOVERNMENT the right to enter upon and use approximately 1,200 square feet of office and storage space in Building 1 and 2 for a six month period beginning the day following the successful conveyance by the Government of the Former Stratford Army Engine Plant to the LICENSOR..

3. TERMINATION

This License may be terminated or relinquished by the GOVERNMENT by giving LICENSOR five (5) days prior written notice. Said notice shall be computed commencing with the day after the date of mailing.

4. CONDITION OF THE PROPERTY

The GOVERNMENT acknowledges that it has had an opportunity to inspect the Property, and understands that the same is granted in an "as is," "where is" condition, without any representations or warranties whatsoever and without obligation on part of the LICENSOR to make any alterations, repairs, or additions thereto, except as may be specifically provided herein.

5. CONSIDERATION

The GOVERNMENT shall pay the LICENSOR the sum of One Dollar ($1.00) and other valuable consideration for the term of this License, the receipt and sufficiency of

which are hereby acknowledged.

6. UTILITIES

LICENSOR shall provide, at no-cost to the GOVERNMENT, water, sewer, electrical and gas service for all areas occupied exclusively by the GOVERNMENT.

7. HOLD HARMLESS AND INDEMNITY

LICENSOR shall not be responsible or liable for damage to property, injury to persons or death when such damage to property, injury to persons or death are caused by or result from the GOVERNMENT's use of the premises under the terms of this agreement and are not due to the negligence of LICENSOR.

8. RESTORATION

In the event that the property of LICENSOR is damaged or destroyed by the GOVERNMENT, in the exercise of this License and during the term of this License, the GOVERNMENT will, at its option, either repair such damage or make an appropriate settlement with LICENSOR. In no event shall such repair or settlement exceed the fair market value of fee interest of the damaged real property at the time immediately preceding such damage.

9. NOTICES

Any notice under the terms of this license shall be in writing and signed by a duly authorized representative of the party giving such notice, and if given by the GOVERNMENT shall be addressed to: Commander, US Army Engineer District New York, ATTN: Chief, Real Estate Division, 26 Federal Plaza, Suite 2007, New York, New York 10278, and if given by the LICENSOR: _____.

10. ANTI-DEFICIENCY ACT

The GOVERNMENT's obligations to pay or reimburse any money under or arising from this License is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this License shall be interpreted to require obligations or payments by the GOVERNMENT in violation of the Anti-Deficiency Act, 31 USC Section 1341. Any and all of the GOVERNMENT'S liability herein in this License may not exceed appropriations available for such payment and nothing contained in this License may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights that LICENSOR may have to make a claim under applicable laws for any other damages than provided herein.

IN WITNESS WHEREOF, I have hereto set my hand by the authority of the **Secretary of the Army** this _____ day of _____2011.

THE UNITED STATES OF AMERICA

BY: _____

NOREEN DEAN DRESSER
Chief, Real Estate Division

THIS LICENSE is also executed by the LICENSOR this ____ day of _____, 2011.

(LICENSOR NAME), LLC

BY: _____

ACKNOWLEDGMENT

I, _____, certify that I am the _____ for LICENSOR NAME, the entity described in and which executed this foregoing instrument with the United States of America; that the said entity is organized under the laws of the State of Connecticut; that the corporate seal affixed to said instrument is the seal of said Limited Liability Corporation; that I _____, who executed said instrument as the _____ of said entity was the _____ of said entity and has been duly authorized by _____, to execute said instrument in behalf of said entity; and the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the corporate seal of said Limited Liability Corporation, this ___ day of _____, 2011.

(LICENSOR NAME), LLC

BY: _____

CERTIFICATION

I, _____, certify that I am the _____ for LICENSOR described in and which executed this foregoing instrument. I certify that _____ is the _____ for the LICENSOR and was on this _____ day of _____ 2011 by resolution duly authorized to convey the foregoing License on behalf of the LICENSOR; and that said conveyance was duly signed on behalf of said LICENSOR by authority of its governing body and within the scope of its delegated powers.

_____

NOTARY PUBLIC

EXHIBIT K

SETTLEMENT AGREEMENT

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

BRIDGEPORT AIRPORT SERVICES, INC.:		
Plaintiff,	:	Docket No. 3:09CV555 (CSH)
VS.	:	
CITY OF BRIDGEPORT, et al.,	:	
Defendants.	:	

SETTLEMENT AGREEMENT

I. Parties

This Settlement Agreement and all exhibits and attachments thereto, including agreements referred to as the "Tripartite Agreement" and the Settlement Agreement between the City of Bridgeport and Bridgeport Airport Services, Inc., d/b/a/ Million Air Bridgeport (collectively the ("Settlement Agreement") is entered into by and between the following (hereinafter "the Parties"), through their authorized representatives: (i) the City of Bridgeport ("City"); (ii) Bridgeport Airport Services, Inc., d/b/a Million Air Bridgeport a/k/a "Atlantic Aviation" ("Atlantic"); (iii) Point Stratford Development, LLC, f/k/a Hollywood East/Area 51, LLC ("HE"); and (iv) the United States of America ("United States"), acting through the Office of the United States Attorney for the District of Connecticut on behalf of the United States Department of the Army ("Army").

Nothing in this Settlement Agreement shall be construed to make any other person or entity not executing this Settlement Agreement a third-party beneficiary to the Settlement Agreement.

II. Preamble

As a preamble to this Settlement Agreement, the Parties agree to the following:

A. The City is the owner and operator of Sikorsky Memorial Airport ("Airport"), located in Stratford, Connecticut.

B. Atlantic is a corporation formed under and pursuant to the laws of the State of Connecticut and has its principal place of business at 325 Main Street, Hangar One, Sikorsky Memorial Airport, Stratford, Connecticut, 06615. Atlantic is a Fixed Base Operator and leases premises known as Hangars No. 1 & 2 and Hangars No. 3 & 4 located at the Airport from the City.

C. The Army is the owner of certain premises known as the Stratford Army Engine Plant ("SAEP"), located at 550 Main Street, Stratford, Connecticut.

D. HE is a limited liability company formed and existing pursuant to the laws of the State of Connecticut and has its principal place of business at 59 Elm Street, New Haven, Connecticut, 06510.

E. This Settlement Agreement is neither an admission of liability by any Party, nor a concession by any Party, that any claims set forth in the cases styled *City of Bridgeport v. United States of America, et al.*, docket number 3:09CV532 (CSH), and *Bridgeport Airport Services, Inc. v. City of Bridgeport, et al.*, docket number 3:09CV555 (CSH), ("the Litigation") are well founded. Notwithstanding that, the Parties agree that each of them submitted all filings and positions therein in good faith. This Settlement Agreement shall not be admissible in any proceeding except to implement and enforce its terms.

F. To avoid the delay, uncertainty, inconvenience and expense of protracted litigation of the claims set forth in the litigation, the Parties reach a full and final settlement pursuant to the Terms and Conditions below.

III. Terms and Conditions

A. Terms and Conditions by and between the United States and the City

1. The effective date of this Settlement Agreement (the "Effective Date") shall be on March 4, 2010. On March 5, 2010, Army agrees to transfer a certain parcel of property originally included in the SAEP, more particularly described in Schedule B, attached hereto, to the Federal Aviation Administration ("FAA"). The FAA, which is not a party to this action, may retain or dispose of the parcel described in Schedule B in any manner, in its sole discretion, and the United States makes no representations as to any actions that the FAA may or may not take with respect to the parcel described in Schedule B. Upon transfer on March 5, 2010 of the parcel described in Schedule B from the Army to the FAA, the City agrees to provide to the FAA and the Army a written withdrawal of its request for a Public Benefit Conveyance for Public Airport Purposes by mailing the written withdrawal to United States Army Engineer District, New York, Real Estate Division- CENAN-RE-M, Attention: Randy Williams, 26 Federal Plaza, Room 2007, New York, New York, 10278-0090, and further mailing a copy of the written withdrawal to Gail Lattrell, Airports Division, Planning and Program Branch, ANE-610, Federal Aviation Administration, 12 New England Executive Park, Burlington, Massachusetts, 01803.

2. On the Effective Date, the Parties agree to file in the case styled *Bridgeport Airport Services, Inc. v. City of Bridgeport, et al.,* docket number 3:09CV555 (CSH)

a Joint Motion for Entry of Agreed Upon Order of Dismissal Pursuant to Fed.R.Civ.P. 41(a)(2) and 41(c), requesting an Order of Dismissal pursuant to the terms of this Settlement Agreement, the Tripartite Settlement Agreement (discussed herein in Section III.B.2, and the settlement agreement between Atlantic and the City (discussed herein in Section III.B.3). The foregoing being conditioned on the United States District Court's approval and instruction of its retained jurisdiction over the matter contained therein and herein. The Parties further agree that the Court shall retain jurisdiction to enforce the terms of this Settlement Agreement which relief shall be further requested in the Joint Motion for Order of Dismissal.

B. Terms and Conditions by and between the City and Atlantic

1. On the Effective Date of this Settlement Agreement, the City, Atlantic and HE agree to execute and be bound by a Tripartite Agreement, incorporated by reference herein and made a part hereof, annexed hereto as Exhibit A.

2. On the Effective Date of this Settlement Agreement, the City and Atlantic agree to execute and be bound by a settlement agreement, incorporated by reference herein and made a part hereof, annexed hereto as Exhibit B.

C. Terms and Conditions by and between Co-Defendants United States and HE

1. This Agreement is in accordance with and in satisfaction of a certain Purchase Agreement between the Army and HE, effective April 14, 2008, together with amendments thereto, all of which are hereby incorporated by reference, and to which the Army and HE remain bound. The payment terms and conditions set forth in this Settlement Agreement are documented in a February 24, 2010 "Amendment Letter and Closing Date for the Purchase

Agreement on IFB 1 PR-2008-002" to the Purchase Agreement, executed prior to the Effective Date of this Settlement Agreement.

2. On or before June 29, 2010 (the "Closing Date"), HE agrees to purchase and accept conveyance from the Army of the former SAEP, (more particularly described in Schedule A1-3, attached hereto, by means of quitclaim deed).

3. HE agrees to pay all funds to the United States by electronic funds transfer to the Department of Justice, pursuant to written instructions to be provided by the Financial Litigation Unit of the United States Attorney's Office, 157 Church Street, New Haven, Connecticut.

a. HE agrees to pay to the United States $9,546,629.67 plus interest at the legal rate, pursuant to 28 U.S.C. § 1961 (the "Settlement Amount"). Interest on such amount shall be calculated as of and begin to accrue on the Closing Date. Further, HE agrees to pay the Army's costs for care-taking/maintenance and utilities accrued from November 15, 2009 to the Closing Date, including any early termination contract costs ("Costs"). Such interest and Costs shall be added to $9,546,629.67 and shall be paid along with the amount of $9,546,629.67 according to the following schedule: (i) On the Closing Date, HE will make a payment in the amount of $5,000,000.00; (ii) Twelve (12) months from the Closing Date, on or before June 29, 2011, HE will pay one installment of $1,000,000.00; (iii) Twenty-four (24) months after the Closing Date, on or before June 29, 2012, HE will pay the balance of the Settlement Amount, plus interest and Costs.

As an alternative and within its sole discretion, HE may elect to prepay the entire remaining balance, plus interest and Costs, at any time and without any prepayment penalty.

Should HE elect to prepay the entire remaining balance, plus interest and Costs, on or before June 29, 2011, the United States agrees to deduct $1,000,000.00 from the remaining balance as a prepayment incentive.

b. The Settlement Amount, less $5,000,000.00 paid at closing, shall be secured by a Mortgage Deed on the SAEP property in favor of the United States of America, and a fully executed Stipulated Judgment. On or after the Closing Date, the United States shall record the Mortgage Deed in the Stratford Town Clerk's office. The United States will hold the Stipulated Judgment in escrow and will not file the Stipulated Judgment with the Court unless and until there is an Event of Default, as set forth in Paragraph III.C.4, below. Upon an Event of Default which is not cured within thirty (30) days of the Event of Default, the United States may, at its sole option, and without further notice, file the Stipulated Judgment with the Court. In the event that the Stipulated Judgment is filed with the Court, HE agrees not to oppose the entry of judgment against it and hereby waives any defense it may have against the United States except for the defense of (i) payment; (ii) breach by the United States of any obligation to HE under the terms and conditions of this Settlement Agreement; and/or (iii) breach by the United States of any present, continuing or future obligations to HE to diligently address all necessary environmental response and corrective actions as contained in that certain Purchase Agreement #1PR-2008-002, effective April 14, 2008, as amended.

c. The United States agrees to subordinate its Mortgage Deed to a first lien recorded on the SAEP property by any lender for HE. The amount of the lien to which the United States agrees to subordinate its Mortgage Deed shall be limited to no more than

$18,000,000.00. The Subordination Agreement is hereby incorporated by reference and attached hereto as Exhibit C.

d. In consideration of the obligations of HE set forth in this Agreement, and conditioned upon HE's initial payment of $5,000,000.00 on the Closing Date, and subject to Paragraph 4b below, the United States agrees to convey by fee simple to HE by means of quitclaim deed, a certain parcel of property, commonly referred to as the SAEP, and more particularly described in Schedule A1-3, attached hereto.

4. HE shall be deemed in default of this Settlement Agreement on the date of occurrence of any of the following events ("Events of Default"):

a. Failure to Make Timely Payments: Failure by HE to pay any amount provided for in Paragraph III.C.3 of this Settlement Agreement, when such payment is more than five (5) days late;

b. Commencement of Bankruptcy or Reorganization Proceeding: If within 91 days of the Effective Date of this Settlement Agreement, or of any payment made pursuant to the schedule set forth in Paragraph III.C.3 above, (i) HE commences any case, proceeding or other action (A) under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have any order for relief of debtors, or seeking to adjudicate HE as bankrupt or insolvent; or (B) seeking appointment of a receiver, trustee, custodian or other similar official for HE or for all or any substantial part of HE's assets; or (ii) there shall be commenced against HE any such case, proceeding or other action referred to in clause (i) that results in the entry of an order for relief and any such order remains undismissed or undischarged or unbonded for a period of thirty (30) days; or (iii) HE takes any action authorizing or indicating

its consent to, approval of, or acquiescence in, any of the acts set forth above in this subparagraph b.

5. HE's obligations under this Settlement Agreement may not be avoided pursuant to 11 U.S.C. § 547, and HE shall not argue or otherwise take the position in any such case, proceeding, or action that (i) HE's obligations under this Settlement Agreement may be avoided under 11 U.S.C. § 547; (ii) HE was insolvent at the time this Settlement Agreement was entered into, or became insolvent as a result of the payment schedule made to the United States; or (iii) the mutual promises, covenants, and obligations set forth in this Settlement Agreement do not constitute a contemporaneous exchange for new value given to HE.

6. Upon any such Event of Default as defined in Paragraph III.C.4 above, which is not cured within thirty (30) days of the Event of Default, the full Settlement Amount, including accrued interest and costs, will become immediately due and payable, without notice to HE.

7. Upon an Event of Default that is not cured within thirty (30) days of the Event of Default, the United States may exercise in its sole discretion any action it deems appropriate, including one or more of the following rights, as applicable: (a) declare this Settlement Agreement breached, and proceed against HE for any claims, including those to be released by this Settlement Agreement; (b) file the Stipulated Judgment with the Court and request that the Court enter judgment against HE; (c) file an action for specific performance of the Settlement Agreement; (d) offset the remaining unpaid balance, inclusive of interest, from any amounts due and owing to HE by any department, agency or agent of the United States at the time of default; (e) exercise any other right granted by law, or under the terms of this Settlement

Agreement, the Purchase Agreement, or recognizable at common law or in equity. HE agrees not to contest any offset imposed pursuant to this provision, either administratively or in any State or Federal court.

8. HE warrants that it has reviewed its financial situation and that it currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States of the Settlement Amount. Further, HE and the United States warrant that, in evaluation whether to execute this Settlement Agreement, they (a) have intended that the mutual promises, covenants and obligations set forth constitute a contemporaneous exchange of new value given to HE, within the meaning of 11 U.S.C. § 547 (c)(1), and (b) conclude that these mutual promises, covenants and obligations do, in fact, constitute such a contemporaneous exchange. Further, HE and the United States warrant that the mutual promises, covenants and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay or defraud any entity to which HE was or became indebted to on or after the date of the transfer, within the meaning of 11 U.S.C. § 548(a)(1).

9. In the event that HE's obligations hereunder, including the Mortgage Deed from HE to the United States, are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, any Party, at its sole option, may rescind the releases in this Agreement, and bring any civil and/or administrative claim, action or proceeding against HE for the claims that would otherwise be covered by the releases provided for herein. If a Party chooses to do so, HE agrees that (i) any such claims, actions or proceedings brought by said Party are not subject to an "automatic stay" pursuant to

11 U.S.C. § 362(a) as a result of the action, case or proceeding described in paragraph 4, above, and that HE will not argue or otherwise contend that the claims, actions or proceedings are subject to an automatic stay and will not oppose any motion for relief from stay by said Party; (ii) that HE will not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any such civil or administrative claims, actions or proceeding which are brought by the United States within one hundred eighty (180) calendar days of an Event of Default; and (iii) the United States has a valid claim against HE for the Settlement Amount plus interest, as reduced by any payments already made, and the United States may pursue its claim, *inter alia*, in the Litigation, as well as in any other case, action or proceeding.

10. In consideration of the obligations of HE set forth in this Agreement, and conditioned upon (1) HE's full payment of amounts set forth in Paragraph III.C.3a (above), and (2) all other terms and conditions of the Purchase Agreement, herewith incorporated by reference; and subject to all other terms and conditions of this Agreement, the United States (on behalf of itself, its officers, agents, agencies and departments) fully and finally releases HE, together with its current or former officers, directors, employees and agents, and any parent(s), affiliates, or related entities, and the successors and assigns of any of them, from any and all claims (including attorney's fees, costs and expenses of every kind and however denominated) that the United States has asserted, could have asserted or may assert in the future against HE, together with its current or former officers, directors, employees and agents, and any parent(s), affiliates, or related entities, and the successors and assigns of any of them, related to the purchase and sale of the SAEP and/or the Litigation, and the common law or equitable theories

concerning breach of contract, with the exception of the defense of (i) breach by HE of any obligation to the United States under the terms and conditions of this Settlement Agreement, and/or (ii) breach by HE of any present, continuing or future obligations to the United States to complete environmental response and corrective actions of the SAEP (more particularly described in Schedule A1-3) as contained in that certain Purchase Agreement #1PR-2008-002, effective April 14, 2008, as amended.

11. In consideration of the obligations of the United States set forth in this Settlement Agreement and subject to the terms and conditions of this Settlement Agreement, HE fully and finally releases the United States, its agencies, employees, servants and agents from any claims (including attorney's fees, costs and expenses of every kind and however denominated) that HE has asserted, could have asserted or may assert in the future against the United States, its agencies, employees, servants and agents, related to the purchase and sale of the SAEP and/or the Litigation, including any claim related to Army or GSA's subsequent sale, solicitation and purchase and conveyance of the former SAEP, with the exception of the defense of (i) payment; (ii) breach by the United States of any obligation to HE under the terms and conditions of this Settlement Agreement and other closing documents, and/or (iii) breach by the United States of any present, continuing or future obligations to HE to complete all necessary environmental response and corrective actions, as contained in that certain Purchase Agreement #1PR-2008-002, effective April 14, 2008, as amended.

12. In an Event of Default, the United States agrees that it will exercise no rights against the SAEP property (whether under its Mortgage Deed or otherwise) unless the United States has notified any HE lender of the Event of Default which would allow the United

States to exercise such a right, and the thirty (30) day right to cure period set forth in Paragraph III.C.7 has expired. Said written notice will be provided to HE and HE's lender(s) directly, provided that HE supplied the name(s) and address(es) of said lender(s) to the United States Attorney's Office, Financial Litigation Unit, 157 Church Street, 23rd Floor, New Haven, Connecticut, 06510.

13. In an Event of Default, the United States agrees to accept a cure payment and/or payment owed to the United States by HE, from any party or entity.

14. Until the amounts provided for in Paragraph III.C.3 are paid in full, HE agrees to provide to Army periodic written status reports on the financing efforts of HE no less frequently than monthly, commencing on the Effective Date. These reports shall include correspondence detailing the financial arrangements of such financing, as well as any finalized commitment letters.

D. <u>Terms and Conditions by and between all Parties</u>

1. In consideration of the obligations and agreements set forth in this Settlement Agreement, inclusive of the Tripartite Agreement between the City, Atlantic, and HE, annexed hereto as Exhibit A, the settlement agreement between the City and Atlantic, annexed hereto as Exhibit B, and subject to all the terms and conditions of this Settlement Agreement, each Party (together with its current or former officers, directors, employees and agents, and any parent(s), affiliates, or related entities, and the successors and assigns of any of them; and/or on behalf of themselves, and their respective officers, agents, agencies, employees and departments), fully and finally releases each and every other Party from any and all claims (including attorney's fees, costs and expenses of every kind and however denominated) that each

Party has asserted, could have asserted or may assert in the future against the other Parties related to any and all claims in the Litigation. This release and all other releases set forth in this Settlement Agreement are only effective in the event that all the contingencies set forth in Article I of the Tripartite Agreement and other release conditions are satisfied. In the event that there is a failure to satisfy of one or more of the contingencies described in Article 1 of the Tripartite Agreement and the Parties are unable to successfully address and resolve all of the failed contingencies, the releases set forth in this Settlement Agreement shall not be binding on any party and all parties shall retain all claims and defenses that have been or could have been asserted in the Litigation.

The releases set forth in this Section D.1., however, are not effective as to those claims in the Litigation purporting to run with the land, whether in the form of actual easement, easement by necessity, or the like. Claims set forth in the Litigation purporting to run with the land shall be released by all applicable Parties upon completion of the fire suppression system and sewer relocations and the Town of Stratford's approval thereof as set forth in the Tripartite Agreement attached hereto as Exhibit A provided however, that the party making the claim is not in breach of this Settlement Agreement or the Tripartite Agreement. Nothing here is intended to, nor does it validate or prove any claims in the Litigation, including without limitation those purported to run with the land.

2. Notwithstanding any term of this Settlement Agreement, either the City or Atlantic may enforce the obligations owed to the City or Atlantic by any other Party set forth in this Settlement Agreement and the Tripartite Agreement, annexed hereto as Exhibit A.

3. Notwithstanding any term of this Settlement Agreement, specifically reserved and excluded from the scope and terms of this Settlement Agreement as to any entity or person, including HE, together with its current or former officers, directors, employees and agents, and any parent(s), affiliates, or related entities, and the successors and assigns of any of them; the City, its officers, agents, agencies, employees and departments; and Atlantic, together with its current or former officers, directors, employees and agents, and any parent(s), affiliates, or related entities, and the successors and assigns of any of them, are the following claims of the United States:

a. Any civil, criminal or administrative liability arising under Title 26, United States Code (Internal Revenue Code);[1]

b. Any criminal liability;

c. Any liability based upon such obligations as are created by this Settlement Agreement and Purchase Agreement between the Army and HE, effective April 14, 2008, together with amendments thereto.

4. This Settlement Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any claims against any other person or entity.

[1] The United States purposely remains neutral regarding tax deductibility by any Party of its settlement payments, and therefore the United States cannot accept any language to the effect that any Party is compromising a claim as an "ordinary and necessary expense in conducting its business" or that a payment is in the nature of "contract damages," "a business expense," or "restitution," or is "compensatory in nature." Nor will the United States characterize any payment as a "penalty," a "forfeiture," or "damages."

5. The Parties acknowledge that the agreements in this Settlement Agreement are provided in exchange for valuable consideration also provided in this Settlement Agreement.

6. Except as expressly provided to the contrary in this Settlement Agreement, each Party to this Settlement Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Settlement Agreement.

7. Each Party represents that this Settlement Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

8. This Settlement Agreement is governed by the laws of the United States, except for the provisions set forth in Section 5.3 of the Tripartite Agreement, annexed hereto as Exhibit A. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Settlement Agreement shall be the United States District Court for the District of Connecticut.

9. For purposes of construction, this Settlement Agreement shall be deemed to have been drafted by all Parties to this Settlement Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

10. This Settlement Agreement in conjunction with the Tripartite Agreement between the City, Atlantic and HE, annexed hereto as Exhibit A, and the settlement agreement between the City and Atlantic, annexed hereto as Exhibit B, and that certain Purchase Agreement #1PR-2008-002, effective April 14, 2008, as amended, constitutes the complete agreement

between the Parties. This Settlement Agreement may not be amended except by written consent of all Parties.

11. The individuals signing this Settlement Agreement on behalf of each Party represent and warrant that they are authorized by the respective Party to execute this Settlement Agreement. The United States and the City signatories represent that they are signing this Settlement Agreement in their official capacities and that they are authorized to execute this Settlement Agreement.

12. This Settlement Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Settlement Agreement.

13. This Settlement Agreement is binding on each Party's successors, transferees, heirs and assigns.

14. All parties consent to the United States' and the City's disclosure of this Settlement Agreement, and information about this Settlement Agreement, to the public.

15. This Settlement Agreement is effective on the date of signature of the last signatory to the Settlement Agreement, as of the Effective Date, previously defined herein at Section III.A.1. Facsimiles or electronic forms of signatures shall constitute acceptable, binding signatures for purposes of this Settlement Agreement.

16. The section headings set forth in this Settlement Agreement are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Settlement Agreement.

In Witness Whereof, all Parties, through their duly authorized representatives, hereunder set their hands.

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ON BEHALF OF THE UNITED STATES OF AMERICA

Nora R. Dannehy
United States Attorney

March 4, 2010

Christine Sciarrino
Assistant United States Attorney
157 Church Street, 23rd Floor
New Haven, CT 06510
(203) 821-3780/Fax: (203) 773-5392
Federal No. CT03393
Email: Christine.Sciarrino@usdoj.gov

ON BEHALF OF POINT STRATFORD DEVELOPMENT, LLC, f/k/a/ HOLLYWOOD EAST/AREA 51, LLC

March 4, 2010

Charles J. Willinger, Jr., Esq.
Willinger, Willinger & Bucci
855 Main Street, 5th Floor
Bridgeport, CT 06604
(203) 366-3939/Fax: (203) 337-4588
Federal No. CT 13608
Email: cjwillinger@wwblaw.com

Point Stratford Development, LLC

By: PS Management, LLC, Its Manager
Duly Authorized

By: _____
Ed Natera, Its Manager
Duly Authorized

ON BEHALF OF THE CITY OF BRIDGEPORT

March 4, 2010

Mark Anastaisi
City Attorney
Office of the City Attorney
999 Broad Street, 2d Floor
Bridgeport, CT 06604
(203) 576-7647/Fax: (203) 576-8252
Federal No. CT05885
Email: mark.anastaisi@bridgeportct.gov

ON BEHALF OF BRIDGEPORT AIRPORT SERVICES, INC.
D/B/A MILLION AIR BRIDGEPORT

March 4, 2010

Paul Lange, Esq.
Law Office of Paul A. Lange, LLC
80 Ferry Boulevard
Stratford, CT 06615
(203) 375-7724/Fax: (203) 375-9397
Federal No. CT09591
Email: pal@lopal.com

Bridgeport Airport Services, Inc.
d/b/a Million Air Bridgeport

By:
Michael Carey, General Manager
Duly Authorized

APPROVED AND SO ORDERED ON THIS 4th DAY OF MARCH, 2010

AT NEW HAVEN, CONNECTIC

/s/ Charles S. Haight, Jr.

CHARLES S. HAIGHT, JR.
SENIOR UNITED STATES DISTRICT JUDGE

Schedule A

Property Description

Stratford Army Engine Plant

Schedule A

Property Description

Parcel A-1

SCHEDULE A

March 14, 2008
METES AND BOUNDS DESCRIPTION
"TRACT A1"
PARCEL No. 1 & 3 BLOCK 1 TAX MAP 50.05
TOWN OF STRATFORD, FAIRFIELD COUNTY, STATE OF CONNECTICUT

All that certain plot, piece or parcel of land, with the buildings and/or improvements thereon erected, situate, lying and being in the Town of Stratford, County of Fairfield, State of Connecticut, and bounded and described by the following;

BEGINNING at the corner formed by the intersection of the northeasterly right of way line of Main Street, a variable width roadway, also known as Connecticut Route 113 and the southerly line of property of lands now or formerly of AVCO Corporation. Said point of BEGINNING having coordinates North 623,991.08 East 895,831.26 and running thence from said point of BEGINNING the following several courses:

1.Along the said lands of AVCO North 58°-57'-31" East for a distance 708.00' to a point on the line of mean high water of the Housatonic River as located on March 15, 2008; Along the said mean high water of the Housatonic River the following forty-five (45) courses:

2. THENCE South 07°-07'-47" West for a distance 54.82' to a point;
3. THENCE South 00°-58'-00" West for a distance of 105.46' to a point;
4. THENCE South 14°-38'-00" West for a distance of 78.71' to a point;
5. THENCE South 07°-37'-06" West for a distance of 52.90' to a point;
6. THENCE South 66°-50'-11" East for a distance of 25.48' to a point;
7. THENCE South 74°-57'-24" East for a distance of 67.13' to a point;
8. THENCE North 81°-38'-44" East for a distance of 50.28' to a point;
9. THENCE North 80°-20'-31" East for a distance of 47.25' to a point;
10. THENCE North 81°-00'-49" East for a distance of 81.33' to a point;
11. THENCE South 88°-38'-38" East for a distance of 102.76' to a point;
12. THENCE South 65°-15'-59" East for a distance of 65.98' to a point;
13. THENCE South 48°-45'-42" East for a distance of 82.84' to a point;
14. THENCE South 39°-55'-47" East for a distance of 99.93' to a point;
15. THENCE South 38°-48'-02" East for a distance of 103.98' to a point;
16. THENCE South 40°-56'-25" East for a distance of 104.90' to a point;
17. THENCE South 68°-02'-57" East for a distance of 142.77' to a point;
18. THENCE South 72°-19'-52" East for a distance of 180.88' to a point;
19. THENCE South 73°-00'-25" East for a distance of 152.62' to a point;
20. THENCE South 82°-02'-24" East for a distance of 195.44' to a point;
21. THENCE North 31°-01'-29" East for a distance of 89.29' to a point;
22. THENCE North 33°-54'-44" East for a distance of 93.77' to a point;
23. THENCE North 32°-28'-24" East for a distance of 150.78' to a point;
24. THENCE North 35°-08'-16" East for a distance of 156.23' to a point;
25. THENCE North 32°-07'-10" East for a distance of 132.35' to a point;

26. THENCE North 37°-53'-18" East for a distance of 150.41' to a point;
27. THENCE South 84°-57'-26" East for a distance of 74.85' to a point;
28. THENCE South 44°-25'-02" East for a distance of 56.21' to a point;
29. THENCE South 43°-25'-54" West for a distance of 103.45' to a point;
30. THENCE South 41°-33'-07" West for a distance of 97.15' to a point;
31. THENCE South 37°-53'-51" West for a distance of 83.71' to a point;
32. THENCE South 31°-38'-56" West for a distance of 106.25' to a point;
33. THENCE South 36°-29'-32" West for a distance of 104.13' to a point;
34. THENCE South 35°-40'-13" West for a distance of 102.78' to a point;
35. THENCE South 30°-34'-37" West for a distance of 93.59' to a point;
36. THENCE South 21°-40'-25" West for a distance of 41.66' to a point;
37. THENCE South 16°-05'-41" East for a distance of 73.36' to a point;
38. THENCE South 63°-14'-58" East for a distance of 104.23' to a point;
39. THENCE South 67°-33'-47" East for a distance of 115.67' to a point;
40. THENCE North 88°-48'-09" East for a distance of 109.96' to a point;
41. THENCE North 83°-58'-36" East for a distance of 87.87' to a point;
42. THENCE South 82°-37'-41" East for a distance of 79.29' to a point;
43. THENCE South 66°-40'-14" East for a distance of 51.52' to a point;
44. THENCE South 60°-08'-32" East for a distance of 55.12' to a point;
45. THENCE North 80°-35'-12" East for a distance of 85.21' to a point;
46. THENCE North 73°-28-08" East for a distance of 41.25' to the lands now or formerly of Alice L. Sniffens;
47. THENCE along the said lands of Sniffens South 00°-16'-18" West for a distance of 194.63' to a point and a P.K. Nail Found on the northerly line of Sniffens Lane, 50' width;
48. THENCE along said Sniffens Lane North 86°-14'-22" West for a distance of 393.45' to a point a Drill Hole found at an angle point in the said Sniffens Lane line;
49. THENCE still along said Sniffens Lane South 49°-49'-38" West for a distance of 1,358.12' to a point, an X Cut Set at the corner formed by the intersection of the said Sniffens Lane line and the easterly line of Main Street, variable width, also known as Connecticut Route 113;
50. THENCE along said Main Street North 44°-56'-22" West for a distance of 358.35 to a Rebar set;
51. THENCE still along said Main Street line North 40°-09'-02" West for a distance of 504.76 to Rebar set ;
52. THENCE still along said Main Street line North 41°-04'-47" West for a distance of 620.17 to a Concrete Connecticut Highway Department (C.H.D.) Monument Found (poor condition);
53. THENCE still along said Main Street line North 35°-40'-47" West for a distance of 228.82 to a point;
54. THENCE still along said Main Street line North 29°-33'-17" West for a distance of 104.35' to a T Cut set;
55. THENCE still along the said Main Street line North 27°-05'-29" West for a distance of 231.58' to a point;
56. THENCE still along the said Main Street line North 25°-52'-39" West for a distance of 65.98' to the point or place of BEGINNING.

The above described parcel does not include an "Excluded Area, Parcel 2 Block 1" which contains an area of 3,325 square feet or 0.08 acres. The boundary determination with regard to size and location of this parcel is questionable due to the existing locations of the structures on it and the location of the surface utilities within the 20' wide sewer easement. This lot area of 3,325 square feet is based on Tax Map 50.05 of Stratford, Connecticut.

The above described parcel TRACT A1 contains an area of 2,244,920 square feet or 51.54 acres.

Schedule A

Property Description

Parcel A-2

SCHEDULE A

March 14, 2008
METES AND BOUNDS DESCRIPTION
"TRACT A2"
PARCEL No. 4 BLOCK 2 TAX MAP 50.05
TOWN OF STRATFORD, FAIRFIELD COUNTY, STATE OF CONNECTICUT

All that certain plot, piece or parcel of land, with the buildings and/or improvements thereon erected, situate, lying and being in the Town of Stratford, County of Fairfield, State of Connecticut, and bounded and described by the following;

BEGINNING at a Town of Stratford Brass Monument at the corner formed by the intersection of the easterly right of way line of Main Street, a variable width roadway, also known as Connecticut Route 113 and the southerly line of Sniffen Lane (50' Wide). Said point of BEGINNING having coordinates North 622,306.37 East 897,171.93 and running thence from said point of BEGINNING the following several courses:

1. Along the said right of way line of Sniffen Lane North 49°-49'-38" East for a distance of 1,333.79' to a point;
2. THENCE South 40°-10'-22" East for a distance of 437.55' to a point;
3. THENCE South 49°-49'-38" West for a distance of 233.16' to a point;
4. THENCE South 20°-32'-22" East for a distance of 27.70' to a point;
5. THENCE North 61°-32'-42" East for a distance of 67.63' to a point;
6. THENCE South 89°-44'-13" East for a distance of 39.20' to a point;
7. THENCE South 70°-25'-28" East for a distance of 37.95' to a point;
8. THENCE South 20°-11'-30" West for a distance of 58.82' to a point;
9. THENCE South 42°-31'-38" East for a distance of 24.33' to a point;
10. THENCE South 59°-20'-33" East for a distance of 31.26' to a point;
11. THENCE South 04°-10'-54" East for a distance of 67.20' to a point;
12. THENCE South 62°-00'-37" West for a distance of 328.81' to a point;
13. THENCE South 26°-53'-37" East for a distance of 114.18' to a point;
14. THENCE North 89°-52'-26" East for a distance of 210.43' to a point;
15. THENCE South 49°-49'-38" West for a distance of 544.95' to a point on the northerly line of a taking area;
16. THENCE North 85°-26'-41" West, along the northerly line of said taking area, for a distance of 227.73' to a point of curvature;
17. THENCE Northwesterly, continuing along the northerly line of said taking area, on a curve to the right having a radius of 650.00', an arc distance of 363.32' to a point of compound curve;
18. THENCE Northwesterly, continuing along the northerly line of said taking area, on a curve to the right having a radius of 850.00', an arc distance of 129.94' to a point of tangency;
19. THENCE Continuing along the northerly line of said taking area, North 44°-39'-36" West for a distance of 12.42' to an angle point therein;
20.THENCE, Continuing along the westerly line of said taking area, South 45°-20'-24" West, for a distance of 17.81 feet to a point on said easterly right of way line of Main Street;

21. THENCE, Along the said easterly right of way line of Main Street, North 44°-56'-22" West, for a distance of 238.45' to the point or place of BEGINNING.

The above described parcel TRACT A2 contains an area of 894,320 square feet or 20.53 acres.

Schedule A

Property Description

Parcel A-3

SCHEDULE A

March 14, 2008
METES AND BOUNDS DESCRIPTION
"TRACT A3"
PARCEL No. 1 BLOCK 3 TAX MAP 50.05
TOWN OF STRATFORD, FAIRFIELD COUNTY, STATE OF CONNECTICUT

All that certain plot, piece or parcel of land, with the buildings and/or improvements thereon erected, situate, lying and being in the Town of Stratford, County of Fairfield, State of Connecticut, and bounded and described by the following;

BEGINNING at a concrete Connecticut Highway Department Monument, found to be in poor condition, at the southerly line of lands now or formerly of Timothy Ryan. Said point of BEGINNING having coordinates North 622,895.12 East 896,543.86 also being located on the westerly right of way line of Main Street, a variable width roadway, also known as Connecticut Route 113, at a jog in the said right of way line where the width changes from an approximate width of 60' to 65' and running thence from said point of BEGINNING the following several courses:

1.Along the said right of way line of said Main Street South 40°-11'-51" East for a distance of 329.25 feet to a cross cut on the northerly line of lands now or formerly of the City of Bridgeport;
2. THENCE along the said lands of the City of Bridgeport South 49°-48'-29" West for a distance of 596.45 feet to a rebar on the easterly line of the lands now or formerly of Bridgeport Municipal Airport;
3. THENCE along the said easterly line of the lands now or formerly of Bridgeport Municipal Airport North 28°-55'-11" West for a distance of 218.22' to a rebar on the said southerly line of lands of Ryan;
4. THENCE along said lands of Ryan North 38°-03'-09" East for a distance of 565.63' to the point or place of BEGINNING.
The above described parcel TRACT A3 contains an area of 154,989 square feet or 3.56 acres.

Schedule B

Property Description

1.075 Acres

with

Survey

SCHEDULE B
B1

URS

April 6, 2009

Land To Be Acquired From
United States of America
Main Street – Route 113
Stratford, Connecticut

DESCRIPTION

A certain piece or parcel of land located in the Town of Stratford, County of Fairfield and State of Connecticut containing 1.075 acres and being shown on a map entitled "Property Survey Land To Be Acquired From United States of America Main Street (Route 113) & Sniffen's Lane Stratford, Connecticut", by URS Corporation AES, Scale 1"=50', dated August 2007, said parcel being more particularly bounded and described as follows:

Beginning at a point on the Northeasterly highway line of Main Street, said point being located South 44° 57' 49" East, 238.33 feet from the intersection of the southeasterly street line of Sniffen's Lane and the northeasterly highway line of Main Street when measured along said northeasterly highway line of Main Street;

Thence running North 45° 20' 23" East, 18.13 feet, South 44° 39' 37" East, 12.42 feet, southeasterly on a curve to the left having a radius of 850.00 feet and an arc length of 129.94 feet, southeasterly on a curve to the left having a radius of 650.00 feet and an arc length of 363.32 feet and South 85° 26' 41" East, 227.73 feet along remaining land of the Grantor;

Thence running South 49° 48' 11" West, 245.05 feet along land now or formerly of the City of Bridgeport;

Thence running North 53° 00' 02" West, 625.03 feet and North 44° 57' 49" West, 58.55 feet along the northeasterly highway line of Main Street to the point and place of beginning.

38397085de

URS Corporation
500 Enterprise Drive, Suite 3B
Rocky Hill, CT 06067
Tel: 860.529.8882
Fax: 860.529.3991

SCHEDULE B

B2

NOTES:

1. THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300b-1 THRU 20-300b-20, AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996. THE TYPE OF SURVEY IS A PROPERTY SURVEY. THE BOUNDARY DETERMINATION CATEGORY IS A RESURVEY. THE HORIZONTAL ACCURACY CONFORMS TO CLASS A-2.
2. BEARINGS REFER TO THE CONNECTICUT COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83) BASED UPON NGS MONUMENTS CONTROL & CONTROL A2 INC.
3. REFERENCE IS MADE TO THE FOLLOWING MAPS:
   - A. "CONNECTICUT STATE HIGHWAY DEPARTMENT RIGHT OF WAY MAP TOWN OF STRATFORD SOUTH MAIN ST. FROM SNIFFIN LANE SOUTHERLY TO SHORT BEACH ROAD.", SCALE 1"=40', DATED NOVEMBER 28, 1930 JULY 22, 1970, NUMBER 786, SHEET 1 OF 1.
   - B. "MAP OF PROPERTY IN STRATFORD, CONN. FOR: UNITED AIRCRAFT CORPORATION", BY FULLER & CO., INC., SCALE 1"=50', DATED JANUARY 4, 1944.
   - C. "MAP OF PROPERTY OF UNITED AIRCRAFT CORPORATION CHANCE-VOUGHT DIVISION AND DEFENSE PLANT CORPORATION IN STRATFORD, CONN.", BY FULLER & CO., INC., SCALE 1"=100', DATED JULY 14, 1945.
   - D. "MAP OF SURVEY OF PROPERTY IN STRATFORD, CONNECTICUT FOR: UNITED AIRCRAFT CORPORATION", BY FULLER & CO., INC., SCALE 1"=100', DATED JUNE 14, 1949.
   - E. "MAP OF SURVEY OF PROPERTY IN STRATFORD, CONN. LAND AND HOME DEVELOPMENT CO. FOR: JAMES SNIFFEN", BY FRANK B. JAYNES & ASSOC., SCALE 1"=100', DATED SEPTEMBER 27, 1952.
   - F. "MAP OF PROPERTY IN STRATFORD, CONN. THE LAND & HOME DEVELOPMENT CO.", BY FULLER & CO., INC., SCALE 1"=100', DATED APRIL 2, 1973, REVISED TO APRIL 30, 1978.
   - G. "PROPERTY DIVISION MAP OF PROPERTY LOCATED ON SNIFFEN'S LANE STRATFORD, CONNECTICUT PREPARED FOR PR REAL ESTATE INC.", BY KASPER GROUP, INC., SCALE 1"=40', DATED 4-5-94, REVISED 5-3-94.
   - H. "SURVEY SURFACE IMPOUNDMENT CLOSURE PROJECT NO. FY92/018 STRATFORD ARMY ENGINE PLANT AT AVCO PROPERTY STRATFORD, CT.", BY AN ENGINEERING, P.C., SCALE 1"=50', DATED JULY 23, 1990.

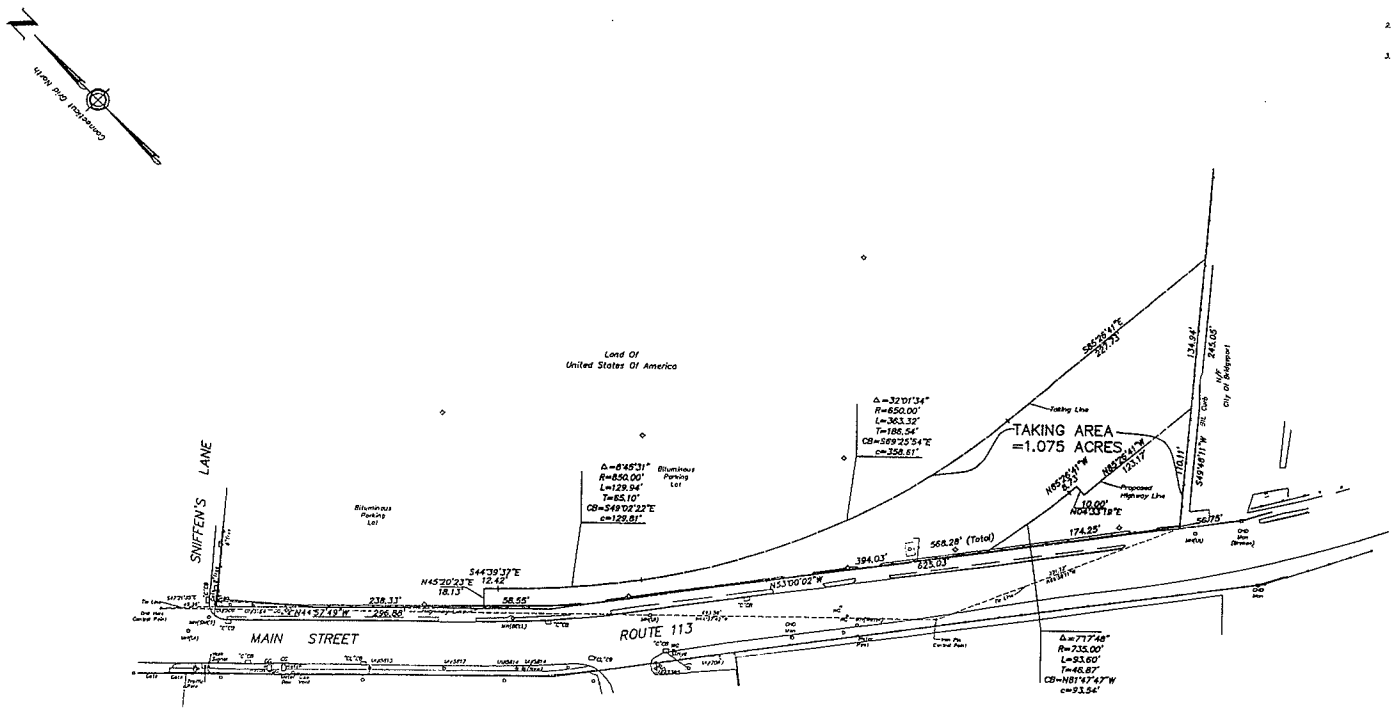

Connecticut Grid North
SNIFFEN'S LANE
MAIN STREET
ROUTE 113
Land Of United States Of America
Bituminous Parking Lot
Bituminous Parking Lot
Δ=6°45'31" R=850.00' L=129.94' T=65.10' CB=S49°02'22"E c=129.81'
Δ=32°01'34" R=650.00' L=363.32' T=186.54' CB=S69°25'54"E c=358.61'
Δ=77°7'48" R=735.00' L=93.60' T=46.87' CB=N81°47'47"W c=93.54'
TAKING AREA =1.075 ACRES
Taking Line
Proposed Highway Line
N/F City of Bridgeport
S45°25'41"E 22.73
134.94'
245.03'
S49°48'11"W 315.04'
170.11'
N82°25'41"W 123.17'
N82°25'41"W 8.33'
10.00'
N09°03'18"E
56.75'
174.25'
568.28' (Total)
394.03'
623.03'
N53°00'02"W
S44°39'37"E 12.42'
N45°20'23"E 18.13'
58.55'
238.33'
S44°57'49"W 296.86'
S47°21'07"E 15.41'
To Line Corbel Plan
One Way Corbel Plan
Two Way Corbel Plan
Main Corbel Plan
Two Way Corbel Plan
CHG Man (Broken)
CHG Man
CHG Man
CHG Man

Exhibit A

Tripartite Agreement

Tripartite Settlement Agreement

Agreement made effective the 29th day of June 2010, by and between the City of Bridgeport, a municipal corporation organized and existing in the laws of the State of Connecticut ("City"); Bridgeport Airport Services, Inc. d/b/a Million Air Bridgeport, a/k/a Atlantic Aviation, a corporation duly organized and existing under the laws of the State of Connecticut ("Atlantic"); and Point Stratford Development, LLC, formerly known as Hollywood East/Area 51, LLC, a limited liability company organized and existing under the laws of the State of Connecticut ("Point Stratford"). The City, Atlantic and Point Stratford may individually be referred to in this Agreement as a "Party" and collectively be referred to in this Agreement as the "Parties".

W I T N E S S E T H

WHEREAS, the City and Atlantic have each commenced Federal Court actions against Point Stratford, the United States of America Department of the Army and others (which actions are styled *City of Bridgeport vs. United States of America, et al.* Docket Number 3:09 CV532(CSH) and *Bridgeport Airport Services, Inc. d/b/a Million Air Bridgeport a/k/a Atlantic Aviation vs. City of Bridgeport, et al.,* Docket Number 3:09 CV555(CSH) and separately and collectively referred to as the "Litigation"); and

WHEREAS, the United States of America Department of the Army has indicated its willingness to transfer legal responsibility of a certain 1.075 acre parcel of land described below to the Federal Aviation Administration; and

WHEREAS, the Parties hereto have agreed to resolve the other issues as set forth below pursuant to the terms hereof; and

WHEREAS, the Parties hereto acknowledge and agree that the covenants, rights and obligations set forth in this Tripartite Settlement Agreement are in the best interests of each respective Party.

NOW, THEREFORE, for good and valuable consideration, including the promises and undertakings hereinafter contained, the sufficiency of which consideration is hereby acknowledged by the Parties, the Parties agree to resolve their differences and the Litigation pursuant to the following terms and conditions.

I. Contingencies

1.1 This Tripartite Settlement Agreement ("Agreement") is contingent upon the following:

(1) Point Stratford's ability to finalize its agreement with the United States Department of Defense/Army ("Army");

(2) Point Stratford's acquisition of that certain piece of parcel of land located in the Town of Stratford more particularly described on Schedule A attached hereto and known as the Stratford Army Engine Plant ("SAEP");

(3) the ability of the City and Atlantic to finalize their agreement concerning issues collateral to this Agreement;

(4) the Town of Stratford's waiver of the sewer connection fee (estimated to be $147,000.00);

(5) the Fire Suppression System Water Source Relocation contract as discussed in Section IV not exceeding a total cost of $2,000,000;

(6) the issuance of a letter from the Town of Stratford Fire Marshal, reasonably acceptable to both Atlantic and the City, which letter shall confirm that (a) pursuant to Section 29-292-13e of the Fire Code, Hangars 1, 2, 3 and 4 shall be permitted to continue in service without upgrading to fully comply with NFPA 409 provided that: (i) the items addressed in the undersigned's November 13, 2008 Abatement Order directed to Atlantic are cured; (ii) relocation of the water source and pumping facilities for the fire suppression systems in Hangars 1, 2, 3 and 4 results in a water supply that is substantially equivalent to or better than the flow, volume and pressure currently servicing the hangers; and (iii) the flow, volume and pressure of the relocated water supply is adequate to meet the fire suppression systems' single system hydraulic demand needs as originally designed; and (b) the lack of complete conformity, as modified by the additions and requirements set forth in (a) above, allows Hangars 1, 2, 3 and 4 to present no serious hazard to occupants;

(7) the granting by the Federal District Court of the Parties' Joint Motion for Entry of Agreed-Upon Order of Dismissal pursuant to F.R.C.P. 41 (a)2 and 41 (c) with the Court retaining jurisdiction to enforce the terms of this Agreement, that certain Settlement Agreement being prepared by the Army, which shall be reasonably acceptable to the Parties hereto, and the agreement between Atlantic and the City;

(8) the determination of a licensed engineer (the cost of which shall be borne equally by the Parties), based upon reasonable engineering practices and in conformance with the zoning and airport restrictions, that there is space available on the City's airport property sufficient for placement of the 400,000 gallon tank without unreasonable restrictions on Atlantic's use of its hangars and/or its leasehold interest; and

(9) the execution of all applicable documentation necessary to transfer legal responsibility of the 1.075 acre parcel of land to the Federal Aviation Administration.

1.2 In the event that one or more of the above listed contingencies fails to materialize the Parties will promptly meet and confer in good faith, utilizing best efforts, to renegotiate this Agreement to address the failed contingency.

II. 1.075 Acre Parcel

2.1 Point Stratford will amend its agreement with the Army to permit the Army to exclude the 1.075 acre parcel of land described on Schedule B attached hereto from the SAEP property to be conveyed to Point Stratford.

2.2 If the City ultimately acquires the 1.075 acre parcel, the City agrees to utilize the 1.075 acre parcel for an airport runway safety area and runway protection zone together with the associated roadway and utilities to be relocated thereon and not for airport runway expansion. This provision will be evidenced by a formal certificate recordable in the Town of Stratford land records.

2.3 In the event Point Stratford is enjoined or stayed from completing its acquisition of SAEP, it is a condition precedent of this Agreement that such injunction or stay be withdrawn with prejudice or dismissed.

III. Sanitary Sewer Relocation

3.1 The City shall furnish, at its sole cost and expense, within 90 days from the date of the execution of this Agreement, all plans, specifications and working drawings necessary to design the relocation of the existing sanitary sewer easement along Main Street on property of the City and Point Stratford and design the connection of the same to the existing 6 inch gravity sewer main located in Main Street, Stratford, northwest of the SAEP's parking lot commonly known as the South Parking Lot.

3.2 The City and Point Stratford agree to execute appropriate and reasonable easement documents in favor of the Town of Stratford concerning the relocated sanitary sewer, such that the same will become a public sewer.

3.3 Point Stratford or the City shall be the applicant regarding the sanitary sewer relocation before the Town of Stratford WPCA, Town Engineer and any other appropriate Stratford individual or board having jurisdiction over the same. All reasonable costs, filing fees and engineering expert fees (but not including attorney fees) related to the application and approvals shall be the responsibility of the City.

3.4 The relocation work shall commence, at the City's sole cost and expense, within 90 days from the date of final Town of Stratford approvals and shall proceed diligently. The relocation and connection work shall be performed in a high workmanship manner and shall conform to all generally acceptable industry standards.

3.5 Point Stratford agrees to permit the City and Atlantic to continue to use the existing sanitary sewer serving Atlantic's leasehold without rental or

similar charge, until the completion of the sanitary sewer relocation provided: (1) Atlantic shall indemnify and hold Point Stratford and the City harmless against all loss, cost, or injury suffered or sustained by any party, person or entity concerning their use of the currently existing sanitary sewer serving Atlantic's Leasehold; (2) The City shall indemnify and hold Point Stratford harmless against (and Atlantic and City specifically acknowledge and agree that Point Stratford shall have no liability for) any loss, cost, or injury suffered or sustained by any party, person or entity resulting from the City's act of relocating the sanitary sewer line, including all costs, fees or charges associated therewith; (3) the foregoing indemnity and hold harmless provisions shall pertain to all claims or causes of action arising prior to the completion of the sewer relocation and the Town of Stratford's final inspection and approval of the same; and (4) Atlantic and the City specifically acknowledge and agree that Point Stratford shall have no liability or responsibility for any loss, cost or injury suffered or sustained by any party, person or entity concerning the physical relocation of the sanitary sewer. Nothing herein shall require Atlantic to indemnify or hold the City or Point Stratford harmless for the negligence of the City, its' contractors or subcontractors in relocating the Sanitary Sewer.

3.6 In the event Point Stratford relocates its sanitary sewer located within the SAEP site, it shall indemnify and hold the City and Atlantic harmless against all loss, cost, or injury suffered or sustained by any party, person or entity concerning the Point Stratford sewer relocation activities. The foregoing indemnity and hold harmless shall pertain to all claims or causes of action arising prior to the completion of the relocation and, if applicable, the Town of Stratford's final inspection and approval of the same.

3.7 Upon (i) relocation of the sanitary sewer as provided in Section III of this Agreement and/or (ii) the City's breach of this Agreement, which breach is not cured within 60 days of Point Stratford's delivery to the City of written notice of default pursuant to the provisions of paragraph 4.9 (x) of this Agreement, the City agrees to release any purported sewer easements across the SAEP site, including the sanitary sewer easements described in Volume 242 at Page 379 of the Stratford Land Records (the "1945 Easement"). The City hereby reaffirms the storm water easement benefiting the SAEP site as provided in the 1945 Easement, and shall provide a non-interference agreement with respect to certain storm water drainage that currently flows from SAEP Parcel A-2 to the property immediately to the southeast of said parcel.

IV. Fire Suppression System Water Source Relocation

4.1 Atlantic represents to Point Stratford, with knowledge that Point Stratford is relying on such representation in entering into this Agreement, that

there is only one outstanding notice and/or Abatement Order, dated November 13, 2008, issued by the Town of Stratford Fire Marshal relating to alleged violations of the applicable fire codes. Atlantic, at its sole cost and expense, shall, not later than 30 days from the date of execution of this Agreement, commence and thereafter diligently complete correcting the violations cited by the Town of Stratford Fire Marshal in his November 13, 2008, Abatement Order addressed to Atlantic relating to Atlantic's four hangars except that the Fire Marshal's requirement that "all pumps servicing the hangars shall be automatic" will not be corrected until completion of the water source relocation discussed herein.

4.2 Point Stratford shall negotiate a contract, reasonably acceptable to the City and Atlantic, with K & B Fire Protection, LLC and Rybak Engineering, Inc., or other reasonably acceptable contractors/engineers, at a cost of approximately $80,000.00 concerning the design of a system to relocate the fire suppression system water supply source off of the SAEP property to the existing main located on Main Street adjacent to the Atlantic hangars and a certification from Rybak Engineering, Inc., or other reasonably acceptable engineer, to the Town of Stratford confirming that: (i) the relocation will result in a water supply fire suppression system servicing Atlantic's four hangars with substantially equivalent or better flow/volume and pressure than the flow/volume and pressure currently servicing the hangars; and (ii) the flow/volume and pressure of the relocated water supply will be adequate to meet the fire suppression systems' single system hydraulic demand needs as originally designed.

4.3 The City, Atlantic and Point Stratford shall, upon the execution of the design contract or the date set forth in the design contract for the payment of the initial design fees, each deposit with the law firm of Willinger, Willinger & Bucci P.C., designated as Escrow Agent of the Parties, 1/3 of the total design fees delineated in the design contract. The Escrow Agent will disburse the design fees pursuant to and consistent with the terms of the design contract.

4.4 Point Stratford shall be the applicant regarding all permits and/ or approval petitions necessary for the relocation of the fire suppression water source and shall diligently pursue procurement of the same. The City, Atlantic and Point Stratford shall each pay 1/3 of applicable permit fees, approval fees, filing fees, engineering fees (and other expert fees if agreed to by all of the Parties) and reasonable attorney's fees not to exceed $7,500.00 per Party relating to the fire suppression water source relocation permits and approvals.

4.5 Point Stratford shall negotiate a construction contract ("Construction Contract"), reasonably acceptable to the City and Atlantic, with K & B Fire Protection, LLC and Rybak Engineering, Inc., or other reasonably

acceptable contractors/engineers, concerning the fire suppression system water source relocation, such Construction Contract shall not exceed a total cost of $2,000,000. The City, Atlantic and Point Stratford shall each pay one-third of the Construction Contract fee. Point Stratford acknowledges and understands that Atlantic and the City cannot remit their pro-rata portions of the Construction Contract earlier than January 31, 2011. Point Stratford shall have the option of advancing Atlantic and the City's pro-rata portions (in which event it shall be reimbursed, without interest, no later than January 31, 2011), or delay execution of the Construction Contract until January 31, 2011.

4.6 Unless Point Stratford agrees to advance Atlantic and the City's pro-rata portions of the Construction Contract as set forth in article 4.5 above, the City, Atlantic and Point Stratford shall, on or before January 31, 2011, each deposit with the law firm of Willinger, Willinger & Bucci P.C., designated as Escrow Agent of the Parties, 1/3 of the total construction fees delineated in the Construction Contract. The Escrow Agent will disburse the construction fees pursuant to and consistent with the terms of the Construction Contract. In the event of agreed upon extras and cost overruns, the Parties shall each promptly deposit 1/3 of amount of such extras or overruns with the Escrow Agent.

4.7 Notwithstanding the foregoing, Point Stratford reserves the right to enter into a design and/or construction contract, subject to the reasonable approval of Atlantic and the City, concerning the fire suppression system water source relocation with an entity other than K & B Fire Protection, LLC and Rybak Engineering, Inc. in order to achieve a more cost efficient design and/or construction provided the alternative entity is reasonably acceptable to the City and Atlantic.

4.8 Unless Point Stratford agrees to advance Atlantic and the City's pro-rata portion of the Construction Contract fees as set forth in article 4.6 above, the fire suppression system water source relocation construction work shall commence after January 31, 2011 but in no event later than June 1, 2011, unless all Parties agree to the contrary, and subject to the procurement of all necessary permits and approvals.

4.9 Point Stratford agrees to permit the City and Atlantic to continue to use the existing water source on the SAEP property without rental or similar charge, until the completion of the fire suppression system water source relocation provided: (i) Atlantic indemnifies and holds Point Stratford and the City harmless against all losses, costs, or injuries suffered or sustained by any party, person or entity concerning the existing fire suppression system and water source; provided, however, that the foregoing indemnity and hold harmless shall not apply to any loss, cost or injuries not caused by the negligent acts or omission of Atlantic and/or the

City (a) occurring on the SAEP site, (b) caused by the malfunction of the existing fire suppression system located on the SAEP site, and (c) servicing the SAEP buildings and improvements; (ii) Atlantic agrees to retain a mutually agreeable contractor to service, maintain and repair all pumps, tanks, pipes and lines as more particularly described in Schedule D and as delineated in yellow on Schedule E that provide the fire suppression water source to Atlantic's leasehold, all without cost or expense to Point Stratford or the City; (iii) the City agrees, in the event of a fire emergency, to have trained personnel deployed through the City's emergency response system to access and trip, as necessary, the two (2) manual pumps located in building B-42 as shown on Schedule E, and to provide such personnel without cost or expense to Point Stratford or Atlantic; (iv) Point Stratford agrees to retain Brake Fire Protection or another mutually agreeable contractor to service, maintain and repair portions of the existing water source and fire suppression system located on the SAEP site (other than those undertaken by Atlantic in subsection (ii) above) which portions are delineated in yellow on Schedule F attached including maintaining, repairing and servicing the mechanical systems necessary to keep Atlantic's portion of the fire suppression system functioning (including, but not limited to, the heating and electrical systems); (v) Point Stratford further agrees that if there is a leak or break in a portion of the existing fire suppression system located on the SAEP site and not specifically identified in Schedules E or F that reduces the water pressure to the fire suppression system that serves Atlantic's leasehold it will take the steps necessary, at no cost to Atlantic or the City, to stop the leak and restore the water pressure; (vi) Atlantic, the City and Point Stratford shall each provide, and keep in full force and effect, the insurances as more fully described in Schedule C attached hereto; (vii) in the event any of the insurance policies of Atlantic or the City described in Schedule C are cancelled, Atlantic and the City expressly acknowledge, understand and agree that Point Stratford shall have the right to terminate the use of the fire suppression system and/or water source provided that Point Stratford delivers written notice in hand to Atlantic and the City at the addresses delineated in paragraph 5.6 below, not less than five (5) business days after Point Stratford receives the notice of cancellation and five (5) business days prior to Point Stratford's termination of the fire suppression system and/or water source; (viii) Point Stratford shall provide the insurances as described in Schedule C attached hereto and Point Stratford acknowledges that Atlantic's liability to Point Stratford for any loss, cost or injuries not caused by the negligent acts or omissions of Atlantic and/or the City occurring on the SAEP site and caused by the malfunction of the existing fire suppression system located on and servicing the SAEP property shall not exceed $10,000,000; (ix) the City agrees to immediately provide Point Stratford and Atlantic with notice of any claimed default concerning its lease with Atlantic and further agrees to immediately and within not more than 5 hours provide notice of Atlantic's

cessation of occupancy of the hangars (whether by agreement, end of the term of its occupancy, eviction, or otherwise) and, upon Point Stratford's receipt of the notice of cessation of occupancy, Atlantic and the City expressly acknowledge, understand and agree that Point Stratford shall have the right to terminate the use of the fire suppression system and/or water source after providing Atlantic written notice in hand five (5) business days prior to termination of the fire suppression system and/or water source; and (x) the City and Atlantic acknowledge and agree that if either the City or Atlantic breaches the terms of this Agreement, Point Stratford shall have the right to terminate the use of the fire suppression system and water source in the event the breach is not cured within 60 days of Point Stratford's delivery of written default notice to the City and Atlantic; except in the event of the cancellation of Atlantic's and the City's insurance policies as described in Schedule C and/or in the event Atlantic ceases occupancy of the hangars, in which case the notice provisions set forth in subparagraph (vii) and (ix) above shall pertain.

4.10 Upon (i) completion of the fire suppression system water source relocation pursuant to the terms of this Agreement, and/or (ii) Atlantic's breach of this Agreement, which breach is not cured within 60 days of Point Stratford's delivery to Atlantic of written notice of default pursuant to the provisions of paragraph 4.9 (x) of this Agreement, Atlantic, by execution of this Agreement, acknowledges that it shall have no further right to claim an easement by necessity concerning the existing fire suppression system.

V. Miscellaneous

5.1 The Parties hereto represent that they are duly authorized to enter into this Agreement and have taken all requisite action to obtain such authorization, that the agents executing this Agreement on behalf of the Parties have been duly authorized and have full right, power, authority and legal capacity to enter into and obligate the Parties, and that no further consents or approvals of any person or entity are necessary in connection with the foregoing.

5.2 This Agreement shall not be modified or amended except by written instruments signed by the Parties thereto.

5.3 All issues relating to the satisfaction or waiver of the Contingencies, the sanitary sewer relocation and/or the fire suppression system water source relocation shall be governed by the laws of the State of Connecticut. All other issues concerning this Agreement shall be governed by the laws of the United States.

5.4 This Agreement shall be binding by the Parties and their heirs, successors and assigns.

5.5 This Agreement, the Settlement Agreement being prepared by the Army and the agreement between Atlantic and the City collectively supersede any and all prior understandings and agreements of any kind between the Parties and all understandings and agreements heretofore had by and between the Parties are merged in the respective agreements.

5.6 Except as otherwise stated in this Agreement, all notices and requests to be given under this Agreement shall be given in writing and shall be deemed to have been made when either: (i) deposited in U.S. Mail, by certified or registered mail, return receipt requested; or (ii) hand delivered and addressed to the Parties below; or (iii) when received by Federal Express for overnight delivery;

To City:

City of Bridgeport
999 Broad Street
Bridgeport, CT 06604
Attn: Office of the City Attorney and
Attn: Office of Public Facilities

And

Airport Manager
Sikorsky Memorial Airport
1000 Great Meadow Road
Stratford, CT 06497

To Atlantic:

General Manager
Bridgeport Airport Services, Inc. a/k/a
Atlantic Aviation
Hangar One
Sikorsky Memorial Airport
Stratford, CT 06615

- and to –

Paul A. Lange
Law Offices of Paul A. Lange, LLC
80 Ferry Boulevard
Stratford, CT 06615

To Point Stratford:

c/o Willinger, Willinger & Bucci P.C.
855 Main Street, Fl 5
Bridgeport, CT 06604
Attn: Charles J. Willinger, Jr., Esq.

5.7 In the event of a default or breach of any of the terms of this Agreement, in addition to Point Stratford's right to terminate the use of the fire suppression system and/or water source pursuant to the terms of Article IV § 4.9 above, the non-defaulting Parties shall have all remedies available at law and equity including, but not limited to, specific performance, injunction, declaratory relief, recovery of actual, consequential and punitive damages; and the right to seek reimbursement of all costs and expenses including reasonable expert and attorneys fees.

5.8 In the event of a claim that Point Stratford has defaulted or breached any of the terms of this Agreement other than a claim that Point Stratford has shut off the water source, has prevented access to the existing sanitary sewer serving Atlantic's leasehold prior to the completion of the physical relocation and approval of the relocated sewer by the Town of Stratford; and/or a claim that Point Stratford's insurance coverages as described in Schedule C have been cancelled (the "Non-Curable Defaults")], Atlantic and the City agree that they shall provide notice of the same to Point Stratford's lender –(Loring Financial Partners, LLC, c/o Trafalgar Holdings, LLC, 345 North Maple Drive, Suite 284, Beverly Hills, California, 90210, or such other Lender as Point Stratford shall identify in writing for Atlantic and the City) - and grant the lender a 30 day right to cure the claimed default. Concerning the Non-Curable Defaults, Atlantic and the City shall provide Point Stratford's lender notice of the same within 2 business days of their occurrence. Nothing herein shall preclude Atlantic and/or the City from seeking immediate relief in the event of a Non-Curable Default.

5.9 The Escrow Agent shall not be liable for any acts or omissions done in good faith, nor shall the Escrow Agent be liable for any claims, damages, losses or damages made, claimed or suffered by any party, excepting such as may rise through or be caused by Escrow Agent's willful misconduct or gross negligence. The Parties agree to indemnify and hold

the Escrow Agent harmless against any and all losses, claims, damages, liabilities and expenses including, without limitation, cost of investigation and attorney fees which may be imposed upon Escrow Agent or incurred by Escrow Agent in connection with the performance of its duties hereunder and/or any disputes or litigation arising from this Agreement.

5.10 All insurance policies more particularly described in Schedule C shall provide that the insurer waives any right of subrogation against the applicable Parties relating to loss or damage to real and personal property and relating to death and/or bodily injury and property damage liability arising out of and/or related exclusively to the matters, issues and transactions comprising the subject matter of this Agreement.

5.11 Except as to the obligations, covenants and agreements described above, the Parties hereto acknowledge and understand that, by the execution of this Agreement, except as to the failure of satisfaction of the contingencies described in Article 1 hereof and the inability of the Parties to successfully address and resolve the failed contingencies, the Parties release and discharge each other from and against all claims and causes of action relating to the subject matter of this Agreement and the Litigation. This paragraph shall not circumvent or preclude the Federal District Court's retention of jurisdiction as described in paragraph 1.1(7) above.

IN WITNESS WHEREOF, the City, Atlantic and Point Stratford have executed this Agreement effective the 29th day of June, 2010.

Signed, Sealed and Delivered in
the Presence of or Attested by:

LISA T. HAGY

The City of Bridgeport

By: _____
Mark T. Anastasi
City Attorney, Duly Authorized

Bridgeport Airport Services, Inc.
d/b/a Million Air Bridgeport
a/k/a Atlantic Aviation

By: _____
Michael Carey, General Manager
Duly Authorized

Megan E. Stone

Point Stratford Development, LLC

By PS Management, LLC
Its Manager, duly authorized

By: _____
Ed Natera, Its Manager
Duly Authorized

Lisa T. Hagy

STATE OF CONNECTICUT)
) ss: New Haven
COUNTY OF NEW HAVEN)

On this 4th day of March, 2010, before me, the undersigned officer, personally appeared Mark T. Anastasi, who acknowledged himself to be City Attorney of the City of Bridgeport, a municipal corporation, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Bridgeport by himself, and acknowledged the same to be his free act and deed and that of the City of Bridgeport.

_____
~~Notary Public~~
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss: New Haven
COUNTY OF NEW HAVEN)

On this 4th day of March, 2010, before me, the undersigned officer, personally appeared Michael Carey, who acknowledged himself to be General Manager of Bridgeport Airport Services, Inc. d/b/a Million Air Bridgeport, a/k/a Atlantic Aviation, a corporation, and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself, and acknowledged the same to be his/her free act and deed and that of the corporation.

~~Notary Public~~
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss: New Haven
COUNTY OF NEW HAVEN)

On this 4th day of March, 2010, before me, the undersigned office, personally appeared Ed Natera who acknowledged himself to be Manager of PS Management, LLC, manager of Point Stratford Development, LLC, a limited liability company, and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by him/herself, and acknowledged the same to be his/her free act and deed and that of the limited liability company.

~~Notary Public~~
Commissioner of the Superior Court

Tripartite Agreement

Schedule A

Property Description

Stratford Army Engine Plant

Tripartite Agreement

Schedule A

Property Description

Parcel A-1

SCHEDULE A

March 14, 2008
METES AND BOUNDS DESCRIPTION
"TRACT A1"
PARCEL No. 1 & 3 BLOCK 1 TAX MAP 50.05
TOWN OF STRATFORD, FAIRFIELD COUNTY, STATE OF CONNECTICUT

All that certain plot, piece or parcel of land, with the buildings and/or improvements thereon erected, situate, lying and being in the Town of Stratford, County of Fairfield, State of Connecticut, and bounded and described by the following;

BEGINNING at the corner formed by the intersection of the northeasterly right of way line of Main Street, a variable width roadway, also known as Connecticut Route 113 and the southerly line of property of lands now or formerly of AVCO Corporation. Said point of BEGINNING having coordinates North 623,991.08 East 895,831.26 and running thence from said point of BEGINNING the following several courses:

1.Along the said lands of AVCO North 58°-57'-31" East for a distance 708.00' to a point on the line of mean high water of the Housatonic River as located on March 15, 2008; Along the said mean high water of the Housatonic River the following forty-five (45) courses:

2. THENCE South 07°-07'-47" West for a distance 54.82' to a point;
3. THENCE South 00°-58'-00" West for a distance of 105.46' to a point;
4. THENCE South 14°-38'-00" West for a distance of 78.71' to a point;
5. THENCE South 07°-37'-06" West for a distance of 52.90' to a point;
6. THENCE South 66°-50'-11" East for a distance of 25.48' to a point;
7. THENCE South 74°-57'-24" East for a distance of 67.13' to a point;
8. THENCE North 81°-38'-44" East for a distance of 50.28' to a point;
9. THENCE North 80°-20'-31" East for a distance of 47.25' to a point;
10. THENCE North 81°-00'-49" East for a distance of 81.33' to a point;
11. THENCE South 88°-38'-38" East for a distance of 102.76' to a point;
12. THENCE South 65°-15'-59" East for a distance of 65.98' to a point;
13. THENCE South 48°-45'-42" East for a distance of 82.84' to a point;
14. THENCE South 39°-55'-47" East for a distance of 99.93' to a point;
15. THENCE South 38°-48'-02" East for a distance of 103.98' to a point;
16. THENCE South 40°-56'-25" East for a distance of 104.90' to a point;
17. THENCE South 68°-02'-57" East for a distance of 142.77' to a point;
18. THENCE South 72°-19'-52" East for a distance of 180.88' to a point;
19. THENCE South 73°-00'-25" East for a distance of 152.62' to a point;
20. THENCE South 82°-02'-24" East for a distance of 195.44' to a point;
21. THENCE North 31°-01'-29" East for a distance of 89.29' to a point;
22. THENCE North 33°-54'-44" East for a distance of 93.77' to a point;
23. THENCE North 32°-28'-24" East for a distance of 150.78' to a point;
24. THENCE North 35°-08'-16" East for a distance of 156.23' to a point;
25. THENCE North 32°-07'-10" East for a distance of 132.35' to a point;

26. THENCE North 37°-53'-18" East for a distance of 150.41' to a point;
27. THENCE South 84°-57'-26" East for a distance of 74.85' to a point;
28. THENCE South 44°-25'-02" East for a distance of 56.21' to a point;
29. THENCE South 43°-25'-54" West for a distance of 103.45' to a point;
30. THENCE South 41°-33'-07" West for a distance of 97.15' to a point;
31. THENCE South 37°-53'-51" West for a distance of 83.71' to a point;
32. THENCE South 31°-38'-56" West for a distance of 106.25' to a point;
33. THENCE South 36°-29'-32" West for a distance of 104.13' to a point;
34. THENCE South 35°-40'-13" West for a distance of 102.78' to a point;
35. THENCE South 30°-34'-37" West for a distance of 93.59' to a point;
36. THENCE South 21°-40'-25" West for a distance of 41.66' to a point;
37. THENCE South 16°-05'-41" East for a distance of 73.36' to a point;
38. THENCE South 63°-14'-58" East for a distance of 104.23' to a point;
39. THENCE South 67°-33'-47" East for a distance of 115.67' to a point;
40. THENCE North 88°-48'-09" East for a distance of 109.96' to a point;
41. THENCE North 83°-58'-36" East for a distance of 87.87' to a point;
42. THENCE South 82°-37'-41" East for a distance of 79.29' to a point;
43. THENCE South 66°-40'-14" East for a distance of 51.52' to a point;
44. THENCE South 60°-08'-32" East for a distance of 55.12' to a point;
45. THENCE North 80°-35'-12" East for a distance of 85.21' to a point;
46. THENCE North 73°-28-08" East for a distance of 41.25' to the lands now or formerly of Alice L. Sniffens;
47. THENCE along the said lands of Sniffens South 00°-16'-18" West for a distance of 194.63' to a point and a P.K. Nail Found on the northerly line of Sniffens Lane, 50' width;
48. THENCE along said Sniffens Lane North 86°-14'-22" West for a distance of 393.45' to a point a Drill Hole found at an angle point in the said Sniffens Lane line;
49. THENCE still along said Sniffens Lane South 49°-49'-38" West for a distance of 1,358.12' to a point, an X Cut Set at the corner formed by the intersection of the said Sniffens Lane line and the easterly line of Main Street, variable width, also known as Connecticut Route 113;
50. THENCE along said Main Street North 44°-56'-22" West for a distance of 358.35 to a Rebar set;
51. THENCE still along said Main Street line North 40°-09'-02" West for a distance of 504.76 to Rebar set ;
52. THENCE still along said Main Street line North 41°-04'-47" West for a distance of 620.17 to a Concrete Connecticut Highway Department (C.H.D.) Monument Found (poor condition);
53. THENCE still along said Main Street line North 35°-40'-47" West for a distance of 228.82 to a point;
54. THENCE still along said Main Street line North 29°-33'-17" West for a distance of 104.35' to a T Cut set;
55. THENCE still along the said Main Street line North 27°-05'-29" West for a distance of 231.58' to a point;
56. THENCE still along the said Main Street line North 25°-52'-39" West for a distance of 65.98' to the point or place of BEGINNING.

The above described parcel does not include an "Excluded Area, Parcel 2 Block 1" which contains an area of 3,325 square feet or 0.08 acres. The boundary determination with regard to size and location of this parcel is questionable due to the existing locations of the structures on it and the location of the surface utilities within the 20' wide sewer easement. This lot area of 3,325 square feet is based on Tax Map 50.05 of Stratford, Connecticut.

The above described parcel TRACT A1 contains an area of 2,244,920 square feet or 51.54 acres.

Tripartite Agreement

Schedule A

Property Description

Parcel A-2

SCHEDULE A

March 14, 2008
METES AND BOUNDS DESCRIPTION
"TRACT A2"
PARCEL No. 4 BLOCK 2 TAX MAP 50.05
TOWN OF STRATFORD, FAIRFIELD COUNTY, STATE OF CONNECTICUT

All that certain plot, piece or parcel of land, with the buildings and/or improvements thereon erected, situate, lying and being in the Town of Stratford, County of Fairfield, State of Connecticut, and bounded and described by the following;

BEGINNING at a Town of Stratford Brass Monument at the corner formed by the intersection of the easterly right of way line of Main Street, a variable width roadway, also known as Connecticut Route 113 and the southerly line of Sniffen Lane (50' Wide). Said point of BEGINNING having coordinates North 622,306.37 East 897,171.93 and running thence from said point of BEGINNING the following several courses:

1. Along the said right of way line of Sniffen Lane North 49°-49'-38" East for a distance of 1,333.79' to a point;
2. THENCE South 40°-10'-22" East for a distance of 437.55' to a point;
3. THENCE South 49°-49'-38" West for a distance of 233.16' to a point;
4. THENCE South 20°-32'-22" East for a distance of 27.70' to a point;
5. THENCE North 61°-32'-42" East for a distance of 67.63' to a point;
6. THENCE South 89°-44'-13" East for a distance of 39.20' to a point;
7. THENCE South 70°-25'-28" East for a distance of 37.95' to a point;
8. THENCE South 20°-11'-30" West for a distance of 58.82' to a point;
9. THENCE South 42°-31'-38" East for a distance of 24.33' to a point;
10. THENCE South 59°-20'-33" East for a distance of 31.26' to a point;
11. THENCE South 04°-10'-54" East for a distance of 67.20' to a point;
12. THENCE South 62°-00'-37" West for a distance of 328.81' to a point;
13. THENCE South 26°-53'-37" East for a distance of 114.18' to a point;
14. THENCE North 89°-52'-26" East for a distance of 210.43' to a point;
15. THENCE South 49°-49'-38" West for a distance of 544.95' to a point on the northerly line of a taking area;
16. THENCE North 85°-26'-41" West, along the northerly line of said taking area, for a distance of 227.73' to a point of curvature;
17. THENCE Northwesterly, continuing along the northerly line of said taking area, on a curve to the right having a radius of 650.00', an arc distance of 363.32' to a point of compound curve;
18. THENCE Northwesterly, continuing along the northerly line of said taking area, on a curve to the right having a radius of 850.00', an arc distance of 129.94' to a point of tangency;
19. THENCE Continuing along the northerly line of said taking area, North 44°-39'-36" West for a distance of 12.42' to an angle point therein;
20.THENCE, Continuing along the westerly line of said taking area, South 45°-20'-24" West, for a distance of 17.81 feet to a point on said easterly right of way line of Main Street;

21. THENCE, Along the said easterly right of way line of Main Street, North 44°-56'-22" West, for a distance of 238.45' to the point or place of BEGINNING.

The above described parcel TRACT A2 contains an area of 894,320 square feet or 20.53 acres.

Tripartite Agreement

Schedule A

Property Description

Parcel A-3

SCHEDULE A

March 14, 2008
METES AND BOUNDS DESCRIPTION
"TRACT A3"
PARCEL No. 1 BLOCK 3 TAX MAP 50.05
TOWN OF STRATFORD, FAIRFIELD COUNTY, STATE OF CONNECTICUT

All that certain plot, piece or parcel of land, with the buildings and/or improvements thereon erected, situate, lying and being in the Town of Stratford, County of Fairfield, State of Connecticut, and bounded and described by the following;

BEGINNING at a concrete Connecticut Highway Department Monument, found to be in poor condition, at the southerly line of lands now or formerly of Timothy Ryan. Said point of BEGINNING having coordinates North 622,895.12 East 896,543.86 also being located on the westerly right of way line of Main Street, a variable width roadway, also known as Connecticut Route 113, at a jog in the said right of way line where the width changes from an approximate width of 60' to 65' and running thence from said point of BEGINNING the following several courses:

1.Along the said right of way line of said Main Street South 40°-11'-51" East for a distance of 329.25 feet to a cross cut on the northerly line of lands now or formerly of the City of Bridgeport;
2. THENCE along the said lands of the City of Bridgeport South 49°-48'-29" West for a distance of 596.45 feet to a rebar on the easterly line of the lands now or formerly of Bridgeport Municipal Airport;
3. THENCE along the said easterly line of the lands now or formerly of Bridgeport Municipal Airport North 28°-55'-11" West for a distance of 218.22' to a rebar on the said southerly line of lands of Ryan;
4. THENCE along said lands of Ryan North 38°-03'-09" East for a distance of 565.63' to the point or place of BEGINNING.
The above described parcel TRACT A3 contains an area of 154,989 square feet or 3.56 acres.

Tripartite Agreement

Schedule B

Property Description

1.075 Acres

with

Survey

SCHEDULE B
B1

URS

April 6, 2009

Land To Be Acquired From
United States of America
Main Street – Route 113
Stratford, Connecticut

DESCRIPTION

A certain piece or parcel of land located in the Town of Stratford, County of Fairfield and State of Connecticut containing 1.075 acres and being shown on a map entitled "Property Survey Land To Be Acquired From United States of America Main Street (Route 113) & Sniffen's Lane Stratford, Connecticut", by URS Corporation AES, Scale 1"=50', dated August 2007, said parcel being more particularly bounded and described as follows:

Beginning at a point on the Northeasterly highway line of Main Street, said point being located South 44° 57' 49" East, 238.33 feet from the intersection of the southeasterly street line of Sniffen's Lane and the northeasterly highway line of Main Street when measured along said northeasterly highway line of Main Street;

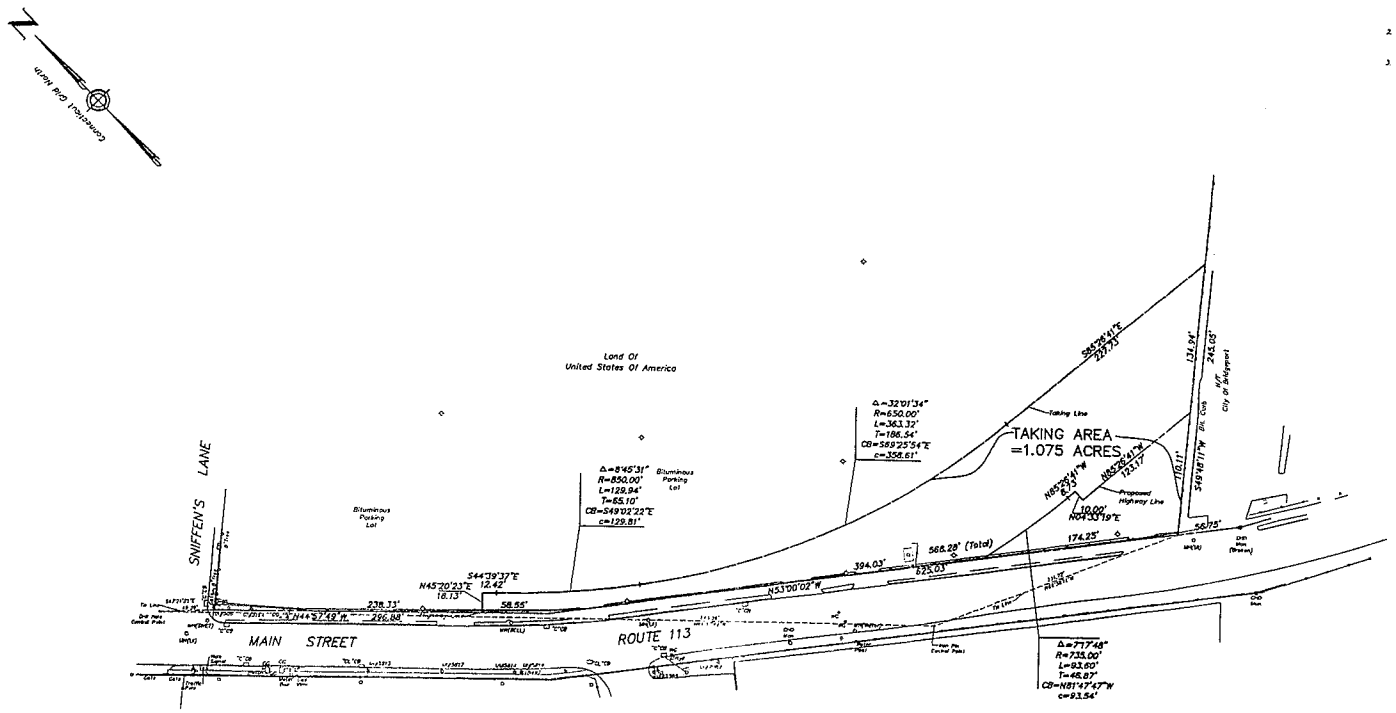
Thence running North 45° 20' 23" East, 18.13 feet, South 44° 39' 37" East, 12.42 feet, southeasterly on a curve to the left having a radius of 850.00 feet and an arc length of 129.94 feet, southeasterly on a curve to the left having a radius of 650.00 feet and an arc length of 363.32 feet and South 85° 26' 41" East, 227.73 feet along remaining land of the Grantor;

Thence running South 49° 48' 11" West, 245.05 feet along land now or formerly of the City of Bridgeport;

Thence running North 53° 00' 02" West, 625.03 feet and North 44° 57' 49" West, 58.55 feet along the northeasterly highway line of Main Street to the point and place of beginning.

38397085de

URS Corporation
500 Enterprise Drive, Suite 3B
Rocky Hill, CT 06067
Tel: 860.529.8882
Fax: 860.529.3991



NOTES:

1. THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300b-1 THRU 20-300b-20, AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996. THE TYPE OF SURVEY IS A PROPERTY SURVEY. THE BOUNDARY DETERMINATION CATEGORY IS A RESURVEY. THE HORIZONTAL ACCURACY CONFORMS TO CLASS A-2.
2. BEARINGS REFER TO THE CONNECTICUT COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83) BASED UPON NGS MONUMENTS CONTROL & CONTROL A2 MC.
3. REFERENCE IS MADE TO THE FOLLOWING MAPS:
   - A. "CONNECTICUT STATE HIGHWAY DEPARTMENT RIGHT OF WAY MAP TOWN OF STRATFORD SOUTH MAIN ST. FROM SNIFFIN LANE SOUTHERLY TO SHORT BEACH ROAD." SCALE 1"=40', DATED NOVEMBER 28, 1930 JULY 20, 1938, NUMBER 786, SHEET 1 OF 1.
   - B. "MAP OF PROPERTY IN STRATFORD, CONN. FOR: UNITED AIRCRAFT CORPORATION", BY FULLER & CO., INC. SCALE 1"=50', DATED JANUARY 4, 1944.
   - C. "MAP OF PROPERTY OF UNITED AIRCRAFT CORPORATION CHANCE-VOUGHT DIVISION AND DEFENSE PLANT CORPORATION IN STRATFORD, CONN.", BY FULLER & CO., INC., SCALE 1"=100', DATED JULY 14, 1943.
   - D. "MAP OF SURVEY OF PROPERTY IN STRATFORD, CONNECTICUT FOR: UNITED AIRCRAFT CORPORATION", BY FULLER & CO., INC., SCALE 1"=100', DATED JUNE 14, 1948.
   - E. "MAP OF SURVEY OF PROPERTY IN STRATFORD, CONN. LAND AND HOME DEVELOPMENT CO. FOR: JAMES SNIFFIN", BY FRANK B. JAYNES & ASSOC., SCALE 1"=100', DATED SEPTEMBER 27, 1952.
   - F. "MAP OF PROPERTY IN STRATFORD, CONN. THE LAND & HOME DEVELOPMENT CO.", BY FULLER & CO., INC., SCALE 1"=100', DATED APRIL 2, 1973, REVISED TO APRIL 30, 1978.
   - G. "PROPERTY DIVISION MAP OF PROPERTY LOCATED ON SNIFFEN'S LANE STRATFORD, CONNECTICUT PREPARED FOR PR REAL ESTATE INC.", BY KASPER GROUP, INC., SCALE 1"=40', DATED 4-5-94, REVISED 5-9-94.
   - H. "SURVEY SURFACE IMPOUNDMENT CLOSURE PROJECT NO. FT82/018 STRATFORD ARMY ENGINE PLANT AT AVCO PROPERTY STRATFORD, CT.", BY AM ENGINEERING P.C., SCALE 1"=50', DATED JULY 23, 1980.

PROPERTY SURVEY
LAND TO BE ACQUIRED FROM
UNITED STATES OF AMERICA
MAIN STREET (ROUTE 113) & SNIFFEN'S LANE
STRATFORD, CONNECTICUT

50 25 0 50 100 150
GRAPHIC SCALE

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON

MICHAEL G. WILKES, L.S. LICENSE NO. 14206

TRUE AND VALID COPIES OF THIS MAP OR PLAN MUST BEAR THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE ABOVE NAMED LAND SURVEYOR. UNAUTHORIZED REPRODUCTION OR ALTERATION IS FORBIDDEN.

Embossed seal

URS

Scale: 1" = 50'
Date: AUGUST 2007

Surveying and Mapping by:
URS Corporation A·E·S
500 Enterprise Drive, Suite 3B
Rocky Hill, Connecticut 06067-4002
Tel. (860) 529-8882

Field book #	Crew Chief	Project #
1416-1	F.S. & C.N.	11147881.00005
Search #	Drawn by	Checked by	Map file #
264	S. KALINKA		T143-42A

Tripartite Agreement

Schedule C

Insurance Requirements

Schedule C
Insurance Requirements for
Tripartite Settlement Agreement ("this Agreement")

1. Atlantic shall maintain, during all time periods in which Atlantic is using the Fire Suppression System and/or the Sanitary Sewer System supplied through the SAEP, at its expense, the following insurance coverages:

   A. Property insurance – on the four hangers ("Buildings") and all improvements and betterments to the premises located at Sikorsky Memorial Airport which Atlantic leases from the City ("Atlantic's Leasehold") on an ISO "Causes of Loss – Special" form or its equivalent. The property policy shall include: (i) the estimated replacement cost of the Buildings; (ii) 100% of the estimated replacement cost of all improvements and betterments; (iii) 100% of the estimated annual Base Rent and Additional Rent; (iv) Law and Ordinance coverage including loss of the undamaged portion of the Buildings, improvements and betterments, demolition and increased cost of construction coverages; (v) agreed amount endorsement or a coinsurance waiver endorsement; (vi) boiler and machinery insurance covering all mechanical and electrical equipment located within and utilized in the operation of the Premises including loss or rents coverage, extra expense, and expediting expense; (vii) waiver of subrogation in favor of Point Stratford and the City. As part of or in addition to the "Cause of Loss – Special" form, the property policy shall cover the following perils: windstorm, acts of terrorism (at a minimum TRIA coverage), earthquake and flood.

   B. Commercial General Aviation Liability - insurance shall cover all operations of Atlantic and coverage for bodily injury and property damage, advertising and personal injury liability with minimum limits of not less than:
      a. Not Applicable General Aggregate Limit (Other than Prods./Co. Ops.)
      b. $100,000,000 Products – Completed Operations Aggregate
      c. $25,000,000 Personal and Advertising Injury Limit Aggregate
      d. $100,000,000 Each Occurrence Limit
      e. $5,000,000 Fire Damage Liability
      f. Hangar Keepers Legal Liability insuring against claims that may arise from damages to aircraft, aircraft parts and equipment on Atlantic's leasehold and in the care, custody and control of Atlantic. Coverage shall be at a limit of liability appropriate to cover the aircraft within Atlantic's care, custody and control, but not less than $400,000,000.

   Also, Commercial General Aviation Liability coverage shall be written on an "occurrence" basis and including the following minimum enhancements:
      a. Severability of Interest,
      b. Contractual Liability: Insurers agree to extend to include contractual liabilities assumed under this Agreement but only to the extent that insurance is afforded under the policy.

c. Additional Insured: Point Stratford and the City are included as additional insureds but only as respects liability arising from operations of the Named Insured.

2. Point Stratford shall maintain for the full term of this Agreement, at its expense, the following insurance coverages:

A. Property insurance – on the real property ("Buildings") as deemed appropriate by Point Stratford including the portions of the fire suppression system and water source serving Atlantic's leasehold on the Premises on an ISO "Causes of Loss – Special" form or its equivalent. The property policy shall include: (i) the estimated replacement cost of the Buildings; (ii) Law and Ordinance coverage; (iii) agreed amount endorsement or a coinsurance waiver endorsement; (iv) boiler and machinery insurance; (v) waiver of subrogation in favor of Atlantic and the City. As part of or in addition to the "Cause of Loss – Special" form, the property policy shall cover the following perils: windstorm, acts of terrorism (at a minimum TRIA coverage), earthquake and flood.

B. Commercial General Liability - insurance shall cover all operations of Point Stratford and coverage for bodily injury and property damage, advertising and personal injury liability with minimum limits of not less than:

a. $2,000,000 General Aggregate Limit (Other than Prods./Co. Ops.)
b. $2,000,000 Products – Completed Operations Aggregate
c. $1,000,000 Personal and Advertising Injury Limit
d. $1,000,000 Each Occurrence Limit
e. $1,000,000 Fire Damage Liability

Also, Commercial General Liability coverage shall be written on an "occurrence" basis using ISO CG 0001 or its equivalent form with the following minimum enhancements:

a. Severability of Interest,
b. Contractual Liability: Insurers agree to extend to include contractual liabilities assumed under this Agreement but only to the extent that insurance is afforded under the policy,
c. Additional Insured: Atlantic and the City are included as additional insureds but only as respects liability arising from operations of the Named Insured.

C. Umbrella Liability - insurance shall be excess of commercial general liability. Insurance shall cover all operations of Point Stratford and coverage shall minimally provide the same coverages, Additional Insureds and terms and conditions included in the primary policies with minimum limits of not less than:

a. $10,000,000 General Aggregate Limit
b. $10,000,000 Each Occurrence Limit
c. $10,000,000 Products – Completed Operations Aggregate

Also, Umbrella liability coverage shall be written on an "occurrence" basis.

3. The City shall maintain, during all time periods in which Atlantic is using the Fire Suppression System and/or Sanitary Sewer System supplied through the SAEP , at its expense, the following insurance coverages:

   A. Commercial General Liability and or Commercial General Aviation Liability - insurance shall cover all operations of the City and coverage for bodily injury and property damage, advertising and personal injury liability with minimum limits of not less than:
      a. $2,000,000 General Aggregate Limit (Other than Prods./Co. Ops.)
      b. $2,000,000 Products – Completed Operations Aggregate
      c. $1,000,000 Personal and Advertising Injury Limit
      d. $1,000,000 Each Occurrence Limit
      e. $1,000,000 Fire Damage Liability

      Also, Commercial General Liability coverage and or Commercial General Aviation Liability shall be written on an "occurrence" basis with the following minimum enhancements:
      a. Severability of Interest,
      b. Contractual Liability: Insurers agree to extend to include contractual liabilities assumed under this Agreement but only to the extent that insurance is afforded under the policy,
      c. Additional Insured: Atlantic and Point Stratford are included as additional insureds but only as respects liability arising from operations of the Named Insured.

   B. Umbrella Liability and or Excess Commercial General Aviation Liability - insurance shall be excess of commercial general liability and or Commercial General Aviation Liability. Insurance shall cover all operations of the City and coverage shall minimally provide the same coverages, Additional Insureds and terms and conditions included in the primary policies with minimum limits of not less than:
      a. $10,000,000 General Aggregate Limit
      b. $10,000,000 Each Occurrence Limit
      c. $10,000,000 Products – Completed Operations Aggregate

      Also, Umbrella liability coverage and or Excess Commercial General Aviation Liability shall be written on an "occurrence" basis.

4. All Commercial General Liability and Commercial General Aviation Liability insurance policies including any excess or umbrella policies required in this Agreement herein shall contain the following unless prohibited by statue or law:

   A. Endorsements naming the other parties to this Agreement as Additional Insureds with respect to liability arising from the ownership and or

operations of or for the named insured. The policy designated as primary in the event of loss shall be the policy owned by the party to this agreement performing or hiring to be performed the operations causing the loss or damage. Any other insurance maintained by the other parties to this Agreement shall be deemed excess and not contributing insurance.

B. A Waiver of Subrogation endorsement in favor of the other parties to this Agreement but only to the same extent that such party has waived its rights of recovery under the terms of this Agreement.

5. The parties to this Agreement shall furnish each other with Acord certificates of insurance or its aviation equivalent reflecting all of the above required insurance coverages. along with a copy of the actual policy endorsements providing: Additional Insured status, Additional Insured is on a Primary and Non-Contributory Basis, and Waiver of Subrogation. All Acord certificates or their aviation equivalent will provide at least thirty (30) days prior written notice of cancellation or non-renewal of any of the aforesaid coverages except ten (10) days for non-payment of premium. For the Liability Policies only, the parties to this Agreement's Acord certificates or aviation equivalent will evidence all self-insured retentions', deductibles, and or self-insurance greater then $5,000 for any of the aforesaid coverages.

6. The parties to this Agreement shall be responsible, at no additional cost to the other parties to this Agreement, for the payment of any deductibles or self-insured retention in connection with the required insurance.

7. All insurance required to be purchased by the parties to this Agreement shall use Insurers licensed and admitted to do business in the State of Connecticut or otherwise acceptable to the parties to this Agreement, which shall not be unreasonably withheld.

8. All insurance required to be purchased by the parties to this Agreement, other than the Commercial General Aviation Liability policy shall use Insurers with a minimum A.M. Best rating of A- VIII. The Commercial General Aviation Liability Policy shall be purchased from internationally recognized financially stable companies.

9. Compliance by the parties to this Agreement with the carrying of insurance and furnishing of Acord certificates of insurance or its aviation equivalent, shall not in any way relieve the parties from any liability or diminish their obligations under this Agreement or by law.

10. For all work to be performed as addressed in this Agreement, unless otherwise agreed by the Parties, the Hiring Party shall cause the general contractor and all subcontractors to maintain for the full term of such parties' work and at such parties' own expense, the same minimum insurance requirements as outlined above and required of Point Stratford in paragraph 2 above, except (i) Additional

Insured coverage on the CGL policy needs to use ISO Form CG2010 07/04 and CG2037 07/04 edition or their equivalent and such liability insurance shall be endorsed so that such insurance is primary and non-contributing to any other insurance available to the additional Insureds., (ii) Products - Completed Operations coverage is to be maintained for a minimum of three (3) years, (iii) Commercial General Liability general aggregate is on a Per Project basis, (iv) Commercial Automobile Liability - coverage with minimum limits of $1,000,000 per accident for all Owned, Leased, Non-Owned and Hired vehicles, (v) Workers' Compensation, Employers Liability and or Occupational Disease Insurance in accordance with the applicable law or laws, (vi) the minimum limit of liability for the Umbrella Liability shall be $25,000,000 for the general contractor and $4,000,000 for subcontractors, (vii) Pollution Liability with minimum limits of not less than $5,000,000 for all contractors and subcontractors involved with environmental work or with work with environmental exposures. Pollution coverage shall be written on an occurrence form if possible and shall remain in force until completion of the work. If a party uses a claims made form, the coverage or the extended reporting period shall remain in force for three (3) years following completion of work, and (viii) does not need to maintain property insurance. The Hiring Party shall collect and maintain copies of Acord certificates from all contractors, subcontractors, and/or suppliers performing work or providing supplies. The Acord certificates shall reflect all of the above minimum insurance coverage with the same attachments as required of the parties to this Agreement and, as a condition to any such contractor, subcontractor or supplier commencing work, the other parties to this Agreement must be supplied with copies of the above referenced Acord certificates.

11. All parties to this Agreement shall cooperate with each other and their insurers with respect to any and all claims, which may arise regarding the insurances required in this Agreement. All parties to this Agreement shall notify each other in writing as soon as possible after they receive notice of any loss, damage, or injury. All parties to this Agreement shall take no action which might operate to bar the other parties from obtaining any protection afforded by any of the parties' insurance policies or which might prejudice any party in its defense to a claim based on such loss, damage, or injury.

Tripartite Agreement

Schedule D

Fire Suppression System

Atlantic

Schedule D

Pursuant to Paragraph 4.9 of the Tripartite Settlement Agreement, Atlantic agrees to service, maintain and repair the following described items, all as shown on Schedule E attached hereto:

1. All fire suppression pumps, tanks, values, pipes and lines located in building B-42.
2. 400,000 gallon water storage tank.
3. 4" fill line to the 400,000 gallon water storage tank.
4. 12" suction line from the 400,000 gallon water storage tank.
5. 12/14" main supply line from Main Street leg of supply loop
6. Three (3) 8" supply lines off of water main located in Main Street into back flow prevention values, and the three (3) backflow prevention values associated therewith.
7. Two (2) 12" hangar supply lines,
8. Hangar supply loop system lines located on Atlantic's leasehold.
9. Main Street leg of the water supply loop lines from the northernmost backflow prevention value (Access Road) to the southernmost backflow prevention value (Sniffen's Lane).

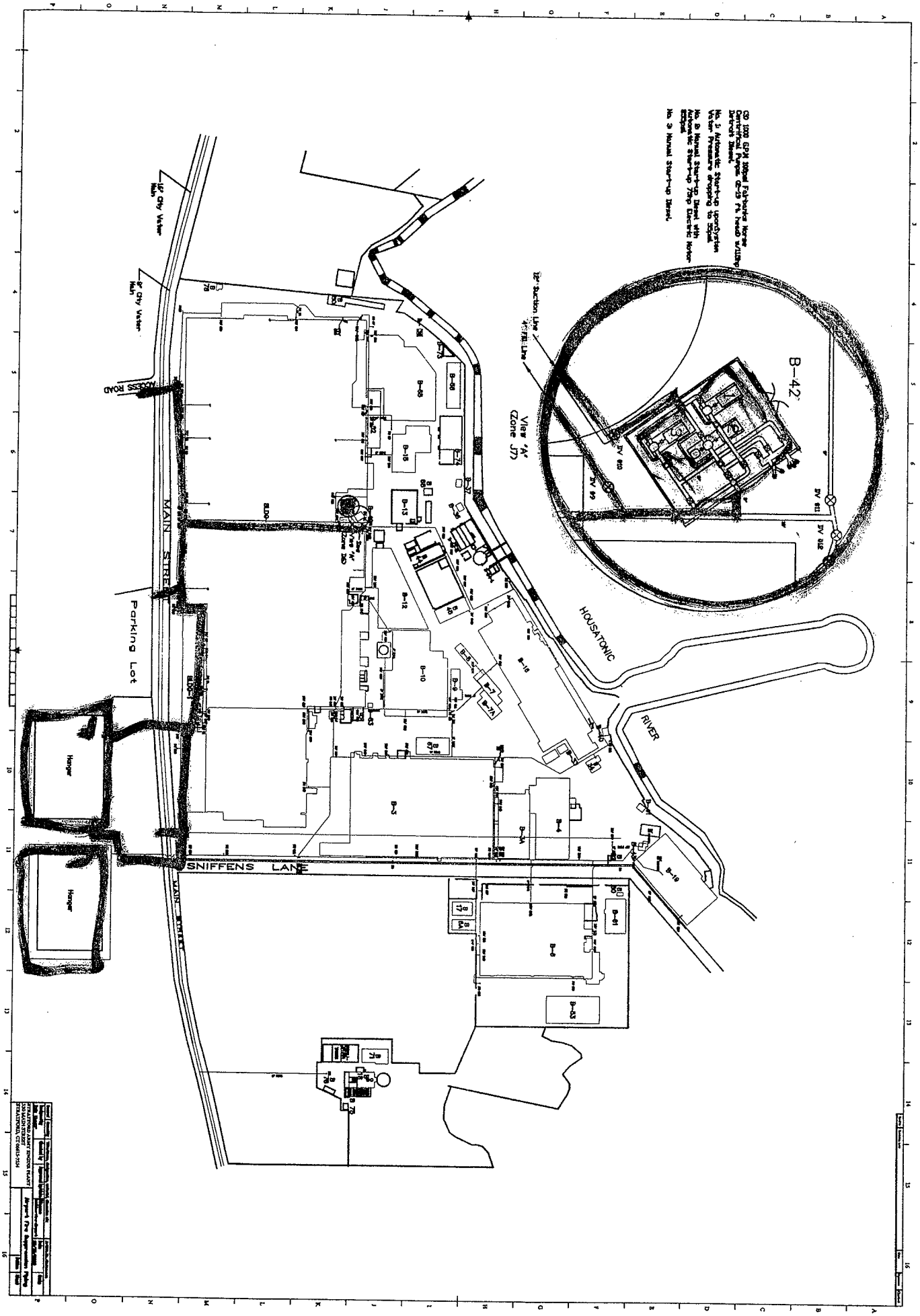
Tripartite Agreement

Schedule E

Diagram

Fire Suppression System - Atlantic

SCHEDULE E


B-42
View 'A'
(Zone J7)
HOUSATONIC
RIVER
MAIN STREET
SNIFFENS LANE
Parking Lot
Hanger
Hanger
ACCESS ROAD
12" City Water Main
8" City Water Main
B-10
B-12
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Tripartite Agreement

Schedule F

Diagram

Fire Suppression System

Point Stratford

SCHEDULE F

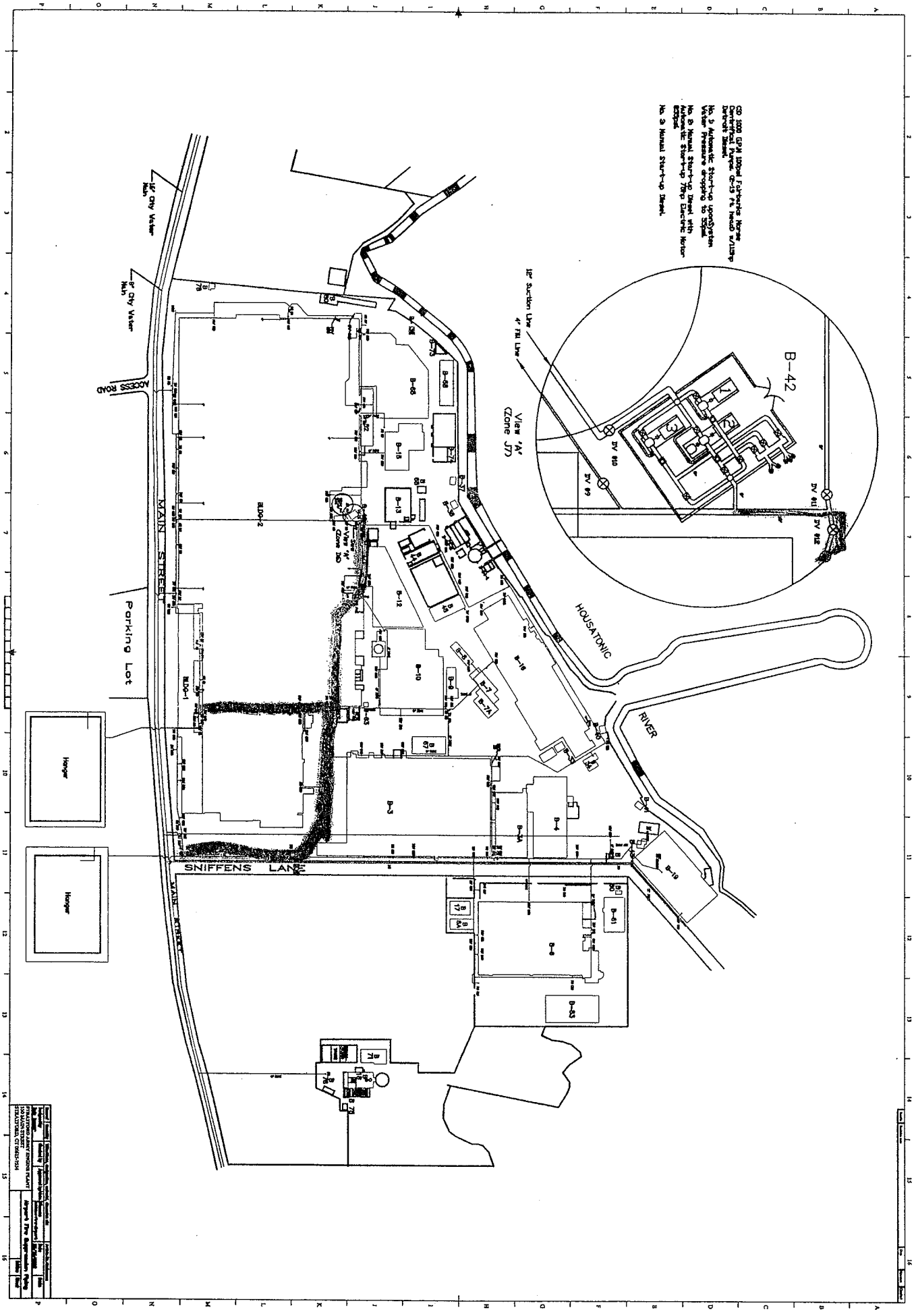
B-42
View 'A'
(Zone J7)
12" Suction Line
4" Fill Line
HOUSATONIC
RIVER
SNIFFENS LANE
MAIN STREET
ACCESS ROAD
Parking Lot
Hangar
Hangar
BLDG-1
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Exhibit B

Settlement Agreement

City of Bridgeport and Bridgeport Airport Services, Inc.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made as of this _____ day of March 2010, by and between the City of Bridgeport (the "City") and Bridgeport Airport Services, Inc. doing business as Million Air Bridgeport and also known as Atlantic Aviation ("Atlantic"). Atlantic and the City may be collectively referred to herein as the Parties. This Agreement is made as a compromise among the Parties for the complete and final settlement of their claims, differences, and causes of action with respect to the dispute described below.

PREAMBLE

WHEREAS, pursuant to a lease dated September 1, 1995, Atlantic leases certain property owned by the City and located at Sikorsky Memorial Airport in Stratford, Connecticut. These premises are commonly known as Hangar Nos. 1 and 2.

WHEREAS, pursuant to a lease dated September 5, 2002, Atlantic leases additional property owned by the City and located at Sikorsky Memorial Airport in Stratford, Connecticut. These premises are commonly known as Hangar Nos. 3 and 4. Hangar Nos. 1 and 2, and Hangar Nos. 3 and 4, will be referred to collectively herein as "Atlantic's Leasehold".

WHEREAS, Atlantic's Leasehold is served by a fire suppression system and sewer system that is located on property located across Main Street from Atlantic's Leasehold and is commonly referred to as the Stratford Army Engine Plant ("SAEP").

WHEREAS, at the time that Atlantic took possession of Atlantic's Leasehold the SAEP was owned by the United States of America, Department of the Army ("Army"). During its ownership of the SAEP, the Army maintained and supplied Atlantic's Leasehold with access to the fire suppression system and sewer system.

WHEREAS, at some point prior to March 12, 2009, the Army reached an agreement to sell the SAEP to Point Stratford Development, LLC f/k/a Hollywood East/ Area 51, LLC ("Point Stratford").

WHEREAS, on or about March 12, 2009, the Army notified Atlantic that it had scheduled a closing date prior to the end of the month and that Atlantic might no longer have access to the fire suppression system or sewer that served Atlantic's Leasehold following closing of the sale of the SAEP to Point Stratford.

WHEREAS, following the Army's notification that Atlantic might no longer have access to the fire suppression or sewer systems, a dispute arose between Atlantic and the City relating to their respective rights and responsibilities with

respect to the fire suppression and sewer systems under the terms of the leases representing Atlantic's Leasehold.

WHEREAS, on or about March 20, 2009, Atlantic filed suit against the City, Army and Point Stratford seeking a determination as to the rights and responsibilities with respect to the fire suppression and sewer systems. The suit was filed in the Superior Court of the State of Connecticut in and for the Judicial District of Fairfield at Bridgeport, captioned *Bridgeport Airport Services, Inc. d/b/a Million Air Bridgeport v. City of Bridgeport, Hollywood East/Area 51, LLC, and United States of America Department of the Army*, Docket No. FBT-CV-09-4028068S.

WHEREAS, on or about April 7, 2009, the City removed the aforementioned action to the United States District Court for the District of Connecticut, wherein it was assigned Civil Case No. 3:09-cv-555 and consolidated with a matter commenced by the City against the Army and Point Stratford captioned *City of Bridgeport v. United States of America, Department of the Army, Pete Geren, Secretary of the Army; and Hollywood East/Area 51, LLC*, Civil Case No. 3:09-cv-532. The two matters are collectively referred to herein as the Litigation.

WHEREAS, the Parties do not admit the truth of any assertions in the Litigation between and among them, but agree that each of them submitted all filings and positions therein in good faith; and

WHEREAS, the Parties to this settlement desire to avoid the expense, inconvenience and uncertainty of further litigation among them, and to resolve and settle all existing and potential claims, counterclaims, and disputes among them, whether known or unknown, which have been or could have been brought in the Litigation, or in any other action among them related to the Litigation;

WHEREAS, the Settlement is contingent upon the following occurring:

(1) Point Stratford's ability to finalize its agreement with the United States Department of Defense/Army ("Army");

(2) Point Stratford's acquisition of that certain piece of parcel of land located in the Town of Stratford more particularly described on Schedule A attached hereto and known as the Stratford Army Engine Plant ("SAEP");

(3) the Town of Stratford's waiver of the sewer connection fee (estimated to be $147,000.00);

(4) the Fire Suppression System Water Source Relocation contract as discussed in Section IV not exceeding a total cost of $2,000,000;

(5) the issuance of a letter from the Town of Stratford Fire Marshal, reasonably acceptable to both Atlantic and the City, which letter shall confirm that (a) pursuant to Section 29-292-13e of the Fire Code, Hangars 1, 2, 3 and 4 shall be permitted to continue in service without upgrading to fully comply with NFPA 409 provided that: (i) the items addressed in the undersigned's November 13, 2008 Abatement Order directed to Atlantic are cured; (ii) relocation of the water source and pumping facilities for the fire suppression systems in Hangars 1, 2, 3 and 4 results in a water supply that is substantially equivalent to or better than the flow, volume and pressure currently servicing the hangers; and (iii) the flow, volume and pressure of the relocated water supply is adequate to meet the fire suppression systems' single system hydraulic demand needs as originally designed; and (b) the lack of complete conformity, as modified by the additions and requirements set forth in (a) above, allows Hangars 1, 2, 3 and 4 to present no serious hazard to occupants;

(6) the granting by the Federal District Court of the Parties' Joint Motion for Entry of Agreed-Upon Order of Dismissal pursuant to F.R.C.P. 41 (a)2 and 41 (c) with the Court retaining jurisdiction to enforce the terms of this Agreement, that certain Settlement Agreement being prepared by the Army, which shall be reasonably acceptable to the Parties hereto, and the agreement between Atlantic and the City;

(7) the determination of a licensed engineer (the cost of which shall be borne equally by the Parties), based upon reasonable engineering practices and in conformance with the zoning and airport restrictions, that there is space available on the City's airport property sufficient for placement of the 400,000 gallon tank without unreasonable restrictions on Atlantic's use of its hangars and/or its leasehold interest; and

(8) the execution of all applicable documentation necessary to transfer legal responsibility of the 1.075 acre parcel of land to the Federal Aviation Administration.

NOW, THEREFORE, in consideration of the releases and mutual promises contained herein, and for other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. AGREEMENTS RELATING TO THE SANITARY SEWER SYSTEM

1.1 The City shall furnish, at its sole cost and expense, within 90 days from the date of the execution of this Agreement, all plans, specifications and working drawings necessary to: (a) relocate the existing sanitary sewer serving Atlantic's Leasehold along Main Street on property of the City and Point Stratford, and (b) connect the same to the existing 6 inch gravity sewer main

located in Main Street, Stratford, northwest of the SAEP's parking lot commonly known as the South Parking Lot. The relocation of the sanitary sewer shall allow access to the sanitary sewer from the structures on Atlantic's Leasehold.

1.2 The relocation work shall commence, at the City's sole cost and expense, within 90 days from the date of final Town of Stratford approvals for necessary permits and shall proceed diligently. All work will be of the highest quality and shall be acceptable to the Town of Stratford.

1.3 Point Stratford agrees to permit the City and Atlantic to continue to use the existing sanitary sewer serving Atlantic's leasehold without rental or similar charge, until the completion of the sanitary sewer relocation provided: (1) Atlantic shall indemnify and hold Point Stratford and the City harmless against all loss, cost, or injury suffered or sustained by any party, person or entity concerning their use of the currently existing sanitary sewer serving Atlantic's Leasehold; (2) The City shall indemnify and hold Point Stratford harmless against (and Atlantic and City specifically acknowledge and agree that Point Stratford shall have no liability for) any loss, cost, or injury suffered or sustained by any party, person or entity resulting from the City's act of relocating the sanitary sewer line, including all costs, fees or charges associated therewith; (3) the foregoing indemnity and hold harmless provisions shall pertain to all claims or causes of action arising prior to the completion of the sewer relocation and the Town of Stratford's final inspection and approval of the same; and (4) Atlantic and the City specifically acknowledge and agree that Point Stratford shall have no liability or responsibility for any loss, cost or injury suffered or sustained by any party, person or entity concerning the physical relocation of the sanitary sewer. Nothing herein shall require Atlantic to indemnify or hold the City or Point Stratford harmless for the negligence of the City, its' contractors or subcontractors in relocating the Sanitary Sewer.

II. AGREEMENTS RELATING TO THE FIRE SUPRESSION SYSTEM

2.1 The Parties have agreed to enter into an a agreement with Point Stratford to share in the costs associated with relocation of the fire suppression system water source as detailed in the Tripartite Settlement Agreement.

2.2 Atlantic hereby agrees to pay the City's 1/3 portion of sums owed pursuant to the Tripartite Agreement up to a maximum of $500,000. In consideration thereof, the City agrees to the following:

(a) The City will extend Atlantic's leases on Hangar Nos. 1 and 2 and Hangar Nos. 3 and 4 so that those leases expire simultaneously on October 1, 2016. The City further agrees that there shall be two five year renewal options on Atlantic's Leaseholds. The first renewal period shall run from October 1, 2016 through September 30, 2021. The second renewal period shall run from October 1, 2021 through

September 30, 2026. The rental rates for the extended period of time shall be in accordance with the schedule annexed hereto as Attachment 1.

(b) The City further agrees that Atlantic shall have the option to lease a parcel of land owned by the City and known as the "BAC parcel" beginning on January 2, 2011. The BAC parcel is described as approximately four acres of land located on the eastern portion of the airport now known as the East Ramp. The site presently contains three buildings, two above ground abandoned fuel farms, and several under ground fuel tanks. The site is directly accessible from South Main Street in Stratford. There is a business with a full liquor license that is located in one of the three buildings described within the parcel. The BAC parcel is further defined by the Proposed Lease Line in the Site Map annexed hereto as Attachment 2.

(c) In the event that Atlantic elects to exercise the option to lease the parcel of land known as the BAC parcel, the following terms will apply:

i. Before turning possession over to Atlantic, the City shall remove the existing fuel tanks, remediate the property from all environmental hazards, and transfer possession of the parcel in full compliance with all environmental laws. Atlantic will pay reasonable costs associated with the removal of the tanks, but will not pay for or otherwise be responsible in any way for environmental remediation;

ii. The lease term on the BAC parcel shall run so that its expiration and renewal terms are equal to the expiration dates on Atlantic's Leasehold following their modification as set forth in 2.2(a) herein.

iii. The lease rate for the BAC parcel shall start at $0.15/sf per annum with annual increases of 3.5%;

iv. Atlantic demolish and remove the two blighted hangars and the blighted office building currently existing on the BAC parcel;

v. The City shall grant Atlantic a rent abatement of 48 months on the BAC parcel in consideration of Atlantic paying the costs associated with fuel tank removal and demolition/removal of the structures presently located on the BAC parcel.

III. Miscellaneous

3.1 The parties hereto represent that they are duly authorized to enter into this Agreement and have taken all requisite action to obtain such authorization, that the agents executing this Agreement on behalf of the parties have been duly authorized and have full right, power, authority and legal capacity to enter into and obligate the

parties, and that no further consents or approvals of any person or entity are necessary in connection with the foregoing.

3.2 This Agreement shall not be modified or amended except by written instruments signed by the parties thereto.

3.3 This Agreement shall be governed by the laws of the State of Connecticut.

3.4 This Agreement shall be binding by the parties and their heirs, successors and assigns.

3.5 This Agreement may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

3.6 The Parties cooperated equally in the drafting of this Agreement. Therefore, in the construction of this Agreement, the provisions hereof shall not be construed against any Party.

3.7 In the event that one or more of the contingencies set forth in the preamble fails to materialize the Parties will promptly meet and confer in an attempt to renegotiate this Agreement to address the failed contingency.

3.8 The Parties shall make a joint motion to the United States District Court for the District of Connecticut for Entry of a Agreed-Upon order of Dismissal pursuant to FRCP 41(a)2 and 41(c) and shall further request that the Court retain jurisdiction to enforce the terms of this Settlement Agreement.

The City of Bridgeport

By: _____

Dated: 3/4/10

Bridgeport Airport Services, Inc.
d/b/a Million Air Bridgeport
a/k/a Atlantic Aviation

By: _____
Michael Carey

Dated: 3-4-10

STATE OF CONNECTICUT)
) ss: New Haven
COUNTY OF FAIRFIELD)

On this 4th day of March, 2010, before me, the undersigned officer, Mark T Anastasi, personally appeared, who acknowledged him/herself to be City Attorney of the City of Bridgeport, a municipal corporation, and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Bridgeport by him/herself, and acknowledged the same to be his/her free act and deed and that of the City of Bridgeport.

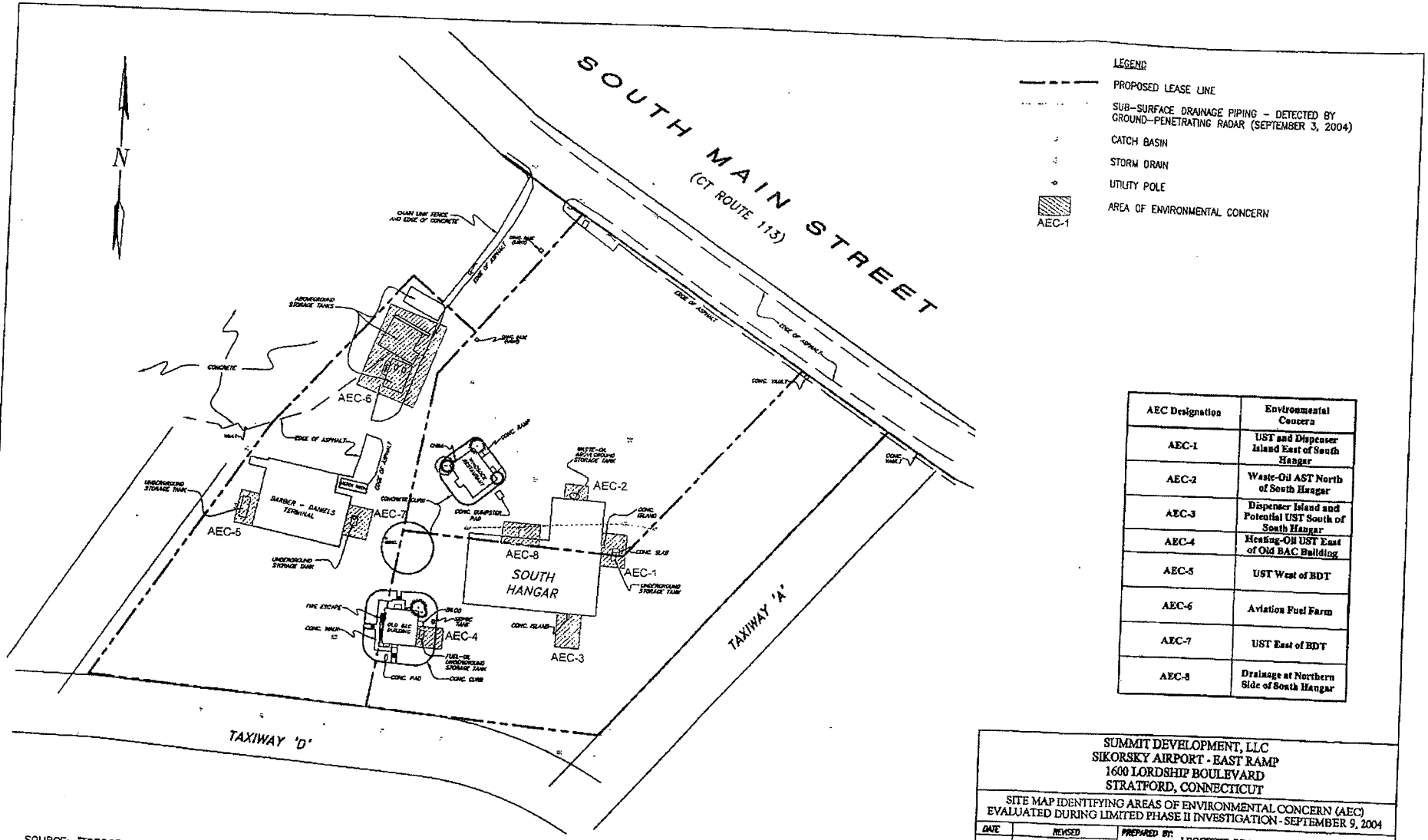
~~Notary Public~~
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

On this 4 day of March, 2010, before me, the undersigned officer, Michael Carey personally appeared, who acknowledged him/herself to be Michael Carey of Bridgeport Airport Services, Inc. d/b/a Million Air Bridgeport, a/k/a Atlantic Aviation, a corporation, and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself, and acknowledged the same to be his/her free act and deed and that of the corporation.

~~Notary Public~~
Commissioner of the Superior Court

original second option	Hangar 1/2		Hangar 3/4	
10/1/2010	105,000		165,000	
10/1/2011	105,000		165,000	option 1
10/1/2012	110,000		170,775	option 1
10/1/2013	110,000		176,752	option 1
10/1/2014	115,000		182,938	option 1
10/1/2015	115,000	extension	189,341	option 1
10/1/2016	119,025	extension	195,968	option 2
10/1/2017	123,191	extension	202,827	option 2
10/1/2018	127,503	extension	209,926	option 2
10/1/2019	131,965	extension	217,273	option 2
10/1/2020	136,584	extension	224,878	option 2
10/1/2021	141,364	extension	232,749	extension
10/1/2022	146,312	extension	240,895	extension
10/1/2023	151,433	extension	249,326	extension
10/1/2024	156,733	extension	258,053	extension
10/1/2025	162,219	extension	267,085	extension



AEC Designation	Environmental Concern
AEC-1	UST and Dispenser Island East of South Hangar
AEC-2	Waste-Oil AST North of South Hangar
AEC-3	Dispenser Island and Potential UST South of South Hangar
AEC-4	Heating-Oil UST East of Old BAC Building
AEC-5	UST West of BDT
AEC-6	Aviation Fuel Farm
AEC-7	UST East of BDT
AEC-8	Drainage at Northern Side of South Hangar

SOURCE: "TOPOGRAPHIC SURVEY OF A PORTION OF THE SIKORSKY MEMORIAL AIRPORT" PREPARED FOR SUMMIT DEVELOPMENT, BY WILLIAM W. SEYMOUR & ASSOCIATES, P.C.

SUMMIT DEVELOPMENT, LLC
SIKORSKY AIRPORT - EAST RAMP
1600 LORDSHIP BOULEVARD
STRATFORD, CONNECTICUT

SITE MAP IDENTIFYING AREAS OF ENVIRONMENTAL CONCERN (AEC) EVALUATED DURING LIMITED PHASE II INVESTIGATION - SEPTEMBER 9, 2004

DATE	REVISED

PREPARED BY:
LEGGETTE, BRASHEARS & GRAHAM, INC.
Professional Ground-Water and Environmental Engineering Services
126 Monroe Turnpike
Trumbull, CT 06611
(203) 452-3100

DRAWN: MEV	CHECKED: JZ	DATE: 10/27/04	FIGURE: 2

S:\DWG\Sikorsky\Fig2.dwg, Layout1, 10/29/2004 11:16:59 AM, Canon Graphic Color W2200

Exhibit C

Subordination Agreement

EXHIBIT C

SUBORDINATION AGREEMENT

WHEREAS, The United States of America (the "United States") is the holder of a certain mortgage deed from Point Stratford Development, LLC ("Point Stratford") in the original amount of $4,546,629.67, plus (i) interest from _____ to the date hereof at the legal rate, pursuant to 28 U.S.C. Section 1961 and (ii) costs, all as provided in a certain Settlement Agreement as referenced in said mortgage, which mortgage is dated _____ and recorded in the Volume ___ at Page ___ of the Stratford Land Records (the "United States Mortgage"); and

WHEREAS, the United States Mortgage was given to secure the payment of the purchase by Point Stratford of premises known as the former Stratford Army Engine Plant (SAEP), more particularly described in Schedule A1-3, attached hereto (the "Premises"); and

WHEREAS, Point Stratford is desirous of obtaining a mortgage loan on the Premises from _____ (hereinafter "Lender"); and

WHEREAS, the Lender will make said mortgage loan only if said loan is secured by a first mortgage on said premises; and

WHEREAS, in order to induce the Lender to make said loan to Point Stratford, the United States is willing to waive priority of the United States Mortgage in accordance with the terms of this Subordination Agreement;

NOW THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED by The United States of America acting herein by the United States Attorney for the District of Connecticut, and Christine Sciarrino, Assistant United States Attorney for the District of Connecticut, with an address of157 Church Street, 23rd Floor, New Haven, Connecticut, 06510, hereby agrees that all of its interest under The United States Mortgage Deed shall be subject and subordinate to a lien created by that certain mortgage deed and given by Point Stratford/Area 51, LLC to the Lender, to secure the Lender's Promissory Note and other loan instruments in the total principal amount of $18,000,000.00, and said Lender's Mortgage shall take precedence over the United States Mortgage and shall be entitled to the same rights and privileges both in law and in equity, as it would have had if it had been executed, delivered and recorded prior to the United States Mortgage, **PROVIDED, HOWEVER**, that nothing contained in this Subordination Agreement shall be deemed to modify or amend any of the terms and conditions of the United States Mortgage Deed, nor shall the Lender's lien priority by virtue of this Subordination Agreement exceed the amount of $18,000,000.00, nor shall the lien priority of The United States Mortgage Deed be affected except as expressly provided herein.

IN WITNESS WHEREOF, The United States has caused this Subordination Agreement to be executed as an instrument under seal as of the ____ day of _____.

_____
CHRISTINE SCIARRINO
Assistant United States Attorney

Signed, Sealed and Delivered
in the presence of:

Sign: _____
Print: _____

Sign: _____
Print: _____

State of Connecticut :
: ss. New Haven, Connecticut
County of New Haven:

On this, the _____ day of _____, before me personally appeared Christine Sciarrino, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

_____
NOTARY PUBLIC
My commission expires on _____

EXHIBIT L

TRIPARTITE AGREEMENT

Tripartite Settlement Agreement

Agreement made effective the day of , by and between the City of Bridgeport, a municipal corporation organized and existing in the laws of the State of Connecticut ("City"); Bridgeport Airport Services, Inc. d/b/a Million Air Bridgeport, a/k/a Atlantic Aviation, a corporation duly organized and existing under the laws of the State of Connecticut ("Atlantic"); and [the successful bidder]. The City, Atlantic and [the successful bidder] may individually be referred to in this Agreement as a "Party" and collectively be referred to in this Agreement as the "Parties".

W I T N E S S E T H

WHEREAS, the City and Atlantic have each commenced Federal Court actions against the United States of America Department of the Army and others (which actions are styled *City of Bridgeport vs. United States of America, et al*. Docket Number 3:09 CV532(CSH) and *Bridgeport Airport Services, Inc. d/b/a Million Air Bridgeport a/k/a Atlantic Aviation vs. City of Bridgeport, et al.,* Docket Number 3:09 CV555(CSH) and separately and collectively referred to as the "Litigation"); and

WHEREAS, the United States of America Department of the Army has transferred legal responsibility of a certain 1.075 acre parcel of land described below to the Federal Aviation Administration; and

WHEREAS, the Parties hereto have agreed to resolve the other issues as set forth below pursuant to the terms hereof; and

WHEREAS, the Parties hereto acknowledge and agree that the covenants, rights and obligations set forth in this Tripartite Settlement Agreement are in the best interests of each respective Party.

NOW, THEREFORE, for good and valuable consideration, including the promises and undertakings hereinafter contained, the sufficiency of which consideration is hereby acknowledged by the Parties, the Parties agree to resolve their differences and the Litigation pursuant to the following terms and conditions.

I. Contingencies

1.1 This Tripartite Settlement Agreement ("Agreement") is contingent upon the following:

(1) [The successful bidder's] ability to finalize its agreement with the United States Department of Defense/Army ("Army");

(2) [The successful bidder's] acquisition of that certain piece of parcel of land located in the Town of Stratford more particularly described on Schedule A attached hereto and known as the Stratford Army Engine Plant ("SAEP");

(3) the ability of the City and Atlantic to finalize their agreement concerning issues collateral to this Agreement;

(4) the Town of Stratford's waiver of the sewer connection fee (estimated to be $147,000.00);

(5) the Fire Suppression System Water Source Relocation contract as discussed in Section IV not exceeding a total cost of $2,000,000;

(6) the issuance of a letter from the Town of Stratford Fire Marshal, reasonably acceptable to both Atlantic and the City, which letter shall confirm that (a) pursuant to Section 29-292-13e of the Fire Code, Hangars 1, 2, 3 and 4 shall be permitted to continue in service without upgrading to fully comply with NFPA 409 provided that: (i) the items addressed in the undersigned's November 13, 2008 Abatement Order directed to Atlantic are cured; (ii) relocation of the water source and pumping facilities for the fire suppression systems in Hangars 1, 2, 3 and 4 results in a water supply that is substantially equivalent to or better than the flow, volume and pressure currently servicing the hangers; and (iii) the flow, volume and pressure of the relocated water supply is adequate to meet the fire suppression systems' single system hydraulic demand needs as originally designed; and (b) the lack of complete conformity, as modified by the additions and requirements set forth in (a) above, allows Hangars 1, 2, 3 and 4 to present no serious hazard to occupants;

(7) the granting by the Federal District Court of the Parties' Joint Motion for Entry of Agreed-Upon Order of Dismissal pursuant to F.R.C.P. 41 (a)2 and 41 (c) with the Court retaining jurisdiction to enforce the terms of this Agreement, that certain Settlement Agreement being prepared by the Army, which shall be reasonably acceptable to the Parties hereto, and the agreement between Atlantic and the City;

(8) the determination of a licensed engineer (the cost of which shall be borne equally by the Parties), based upon reasonable engineering practices and in conformance with the zoning and airport restrictions, that there is space available on the City's airport property sufficient for placement of the 400,000 gallon tank without unreasonable restrictions on Atlantic's use of its hangars and/or its leasehold interest; and

(9) the execution of all applicable documentation necessary to transfer legal responsibility of the 1.075 acre parcel of land to the Federal Aviation Administration.

1.2 In the event that one or more of the above listed contingencies fails to materialize the Parties will promptly meet and confer in good faith, utilizing best efforts, to renegotiate this Agreement to address the failed contingency.

II. 1.075 Acre Parcel

2.1 If the City ultimately acquires the 1.075 acre parcel, the City agrees to utilize the 1.075 acre parcel for an airport runway safety area and runway protection zone together with the associated roadway and utilities to be relocated thereon and not for airport runway expansion. This provision will be evidenced by a formal certificate recordable in the Town of Stratford land records.

III. Sanitary Sewer Relocation

3.1 The City shall furnish, at its sole cost and expense, within 90 days from the date of the execution of this Agreement, all plans, specifications and working drawings necessary to design the relocation of the existing sanitary sewer easement along Main Street on property of the City and [the successful bidder] and design the connection of the same to the existing 6 inch gravity sewer main located in Main Street, Stratford, northwest of the SAEP's parking lot commonly known as the South Parking Lot.

3.2 The City and [the successful bidder] agree to execute appropriate and reasonable easement documents in favor of the Town of Stratford concerning the relocated sanitary sewer, such that the same will become a public sewer.

3.3 [The successful bidder] or the City shall be the applicant regarding the sanitary sewer relocation before the Town of Stratford WPCA, Town Engineer and any other appropriate Stratford individual or board having jurisdiction over the same. All reasonable costs, filing fees and engineering expert fees (but not including attorney fees) related to the application and approvals shall be the responsibility of the City.

3.4 The relocation work shall commence, at the City's sole cost and expense, within 90 days from the date of final Town of Stratford approvals and shall proceed diligently. The relocation and connection work shall be performed in a high workmanship manner and shall conform to all generally acceptable industry standards.

3.5 [The successful bidder] agrees to permit the City and Atlantic to continue to use the existing sanitary sewer serving Atlantic's leasehold without rental or similar charge, until the completion of the sanitary sewer relocation provided: (1) Atlantic shall indemnify and hold [the successful bidder] and the City harmless against all loss, cost, or injury suffered or sustained by any party, person or entity concerning their use of the currently existing sanitary sewer serving Atlantic's Leasehold; (2) The City shall indemnify and hold [the su [the successful bidder] shall have no liability for) any loss, cost, or injury suffered or sustained by any party, person or entity resulting from the City's act of relocating the sanitary sewer line, including all costs, fees or charges associated therewith; (3) the foregoing indemnity and hold harmless provisions shall pertain to all claims or causes of action arising prior to the completion of the sewer relocation and the

Town of Stratford's final inspection and approval of the same; and (4) Atlantic and the City specifically acknowledge and agree that [the successful bidder] shall have no liability or responsibility for any loss, cost or injury suffered or sustained by any party, person or entity concerning the physical relocation of the sanitary sewer. Nothing herein shall require Atlantic to indemnify or hold the City or [the successful bidder] harmless for the negligence of the City, its' contractors or subcontractors in relocating the Sanitary Sewer.

3.6 In the event [the successful bidder] relocates its sanitary sewer located within the SAEP site, it shall indemnify and hold the City and Atlantic harmless against all loss, cost, or injury suffered or sustained by any party, person or entity concerning the [the successful bidder] sewer relocation activities. The foregoing indemnity and hold harmless shall pertain to all claims or causes of action arising prior to the completion of the relocation and, if applicable, the Town of Stratford's final inspection and approval of the same.

3.7 Upon (i) relocation of the sanitary sewer as provided in Section III of this Agreement and/or (ii) the City's breach of this Agreement, which breach is not cured within 60 days of [the successful bidder's] delivery to the City of written notice of default pursuant to the provisions of paragraph 4.9 (x) of this Agreement, the City agrees to release any purported sewer easements across the SAEP site, including the sanitary sewer easements described in Volume 242 at Page 379 of the Stratford Land Records (the "1945 Easement"). The City hereby reaffirms the storm water easement benefitting the SAEP site as provided in the 1945 Easement, and shall provide a non-interference agreement with respect to certain storm water drainage that currently flows from SAEP Parcel A-2 to the property immediately to the southeast of said parcel.

IV. Fire Suppression System Water Source Relocation

4.1 Atlantic represents to [the successful bidder], with knowledge that [the successful bidder] is relying on such representation in entering into this Agreement, that there is only one outstanding notice and/or Abatement Order, dated November 13, 2008, issued by the Town of Stratford Fire Marshal relating to alleged violations of the applicable fire codes. Atlantic, at its sole cost and expense, shall, not later than 30 days from the date of execution of this Agreement, commence and thereafter diligently complete correcting the violations cited by the Town of Stratford Fire Marshal in his November 13, 2008, Abatement Order addressed to Atlantic relating to Atlantic's four hangars except that the Fire Marshal's requirement that "all pumps servicing the hangars shall be automatic" will not be corrected until completion of the water source relocation discussed herein.

4.2 [The successful bidder] shall negotiate a contract, reasonably acceptable to the City and Atlantic, with K & B Fire Protection, LLC and Rybak Engineering, Inc., or other reasonably acceptable contractors/engineers, at a cost of approximately $80,000.00 concerning the design of a system to relocate the fire suppression system water supply source off of the SAEP property to the existing main located on Main Street adjacent to the Atlantic hangars and a certification from Rybak Engineering, Inc., or other reasonably acceptable engineer, to the Town of Stratford confirming that: (i) the relocation will result in a water supply fire suppression system servicing Atlantic's four hangars with substantially equivalent or better flow/volume and pressure than the flow/volume and pressure currently servicing the hangars; and (ii) the flow/volume and pressure of the relocated water supply will be adequate to meet the fire suppression systems' single system hydraulic demand needs as originally designed.

4.3 The City, Atlantic and [the successful bidder] shall, upon the execution of the design contract or the date set forth in the design contract for the payment of the initial design fees, each deposit with [a mutually agreed upon] Escrow Agent of the Parties, 1/3 of the total design fees delineated in the design contract. The Escrow Agent will disburse the design fees pursuant to and consistent with the terms of the design contract.

4.4 [The successful bidder] shall be the applicant regarding all permits and/ or approval petitions necessary for the relocation of the fire suppression water source and shall diligently pursue procurement of the same. The City, Atlantic and [the successful bidder] shall each pay 1/3 of applicable permit fees, approval fees, filing fees, engineering fees (and other expert fees if agreed to by all of the Parties) and reasonable attorney's fees not to exceed $7,500.00 per Party relating to the fire suppression water source relocation permits and approvals.

4.5 [The successful bidder] shall negotiate a construction contract ("Construction Contract"), reasonably acceptable to the City and Atlantic, with K & B Fire Protection, LLC and Rybak Engineering, Inc., or other reasonably acceptable contractors/engineers, concerning the fire suppression system water source relocation, such Construction Contract shall not exceed a total cost of

$2,000,000. The City, Atlantic and [the successful bidder] shall each pay one-third of the Construction Contract fee. [to be determined]. [The successful bidder] shall have the option of advancing Atlantic and the City's pro-rata portions (in which event it shall be reimbursed, without interest, no later than [to be determined], or delay execution of the Construction Contract until [to be determined].

4.6 Unless [the successful bidder] agrees to advance Atlantic and the City's pro-rata portions of the Construction Contract as set forth in article 4.5 above, the City, Atlantic and [the successful bidder] shall, on or before the _____ [to be determined] each deposit with Escrow Agent of the Parties, 1/3 of the total construction fees delineated in the Construction Contract. The Escrow Agent will disburse the construction fees pursuant to and consistent with the terms of the Construction Contract. In the event of agreed upon extras and cost overruns, the Parties shall each promptly deposit 1/3 of amount of such extras or overruns with the Escrow Agent.

4.7 Notwithstanding the foregoing, [the successful bidder] reserves the right to enter into a design and/or construction contract, subject to the reasonable approval of Atlantic and the City, concerning the fire suppression system water source relocation with an entity other than K & B Fire Protection, LLC and Rybak Engineering, Inc. in order to achieve a more cost efficient design and/or construction provided the alternative entity is reasonably acceptable to the City and Atlantic.

4.8 Unless [the successful bidder] agrees to advance Atlantic and the City's pro-rata portion of the Construction Contract fees as set forth in article 4.6 above, the fire suppression system water source relocation construction work shall commence after [to be determined] but in no event later than [to be determined], unless all Parties agree to the contrary, and subject to the procurement of all necessary permits and approvals.

4.9 [The successful bidder] agrees to permit the City and Atlantic to continue to use the existing water source on the SAEP property without rental or similar charge, until the completion of the fire suppression system water source relocation provided: (i) Atlantic indemnifies and holds [the successful bidder] and the City harmless against all losses, costs, or injuries suffered or sustained by any party, person or entity concerning the existing fire suppression system and water source; provided, however, that the foregoing indemnity and hold harmless shall not apply to any loss, cost or injuries not caused by the negligent acts or omission of Atlantic and/or the City (a) occurring on the SAEP site, (b) caused by the malfunction of the existing fire suppression system located on the SAEP site, and (c) servicing the SAEP buildings and improvements; (ii) Atlantic agrees to retain a mutually agreeable contractor to service, maintain and repair all pumps, tanks, pipes and lines as more particularly described in Schedule D and as delineated in yellow on Schedule E that provide the fire suppression water source to Atlantic's leasehold, all without cost or expense to [the successful bidder] or the City; (iii) the City agrees, in the event of a fire emergency, to have trained personnel deployed through the City's emergency response system to access and trip, as necessary, the two (2) manual pumps located

in building B-42 as shown on Schedule E, and to provide such personnel without cost or expense to [the successful bidder] or Atlantic; (iv) [The successful bidder] agrees to retain Brake Fire Protection or another mutually agreeable contractor to service, maintain and repair portions of the existing water source and fire suppression system located on the SAEP site (other than those undertaken by Atlantic in subsection (ii) above) which portions are delineated in yellow on Schedule F attached including maintaining, repairing and servicing the mechanical systems necessary to keep Atlantic's portion of the fire suppression system functioning (including, but not limited to, the heating and electrical systems); (v) [The successful bidder] further agrees that if there is a leak or break in a portion of the existing fire suppression system located on the SAEP site and not specifically identified in Schedules E or F that reduces the water pressure to the fire suppression system that serves Atlantic's leasehold it will take the steps necessary, at no cost to Atlantic or the City, to stop the leak and restore the water pressure; (vi) Atlantic, the City and [the successful bidder] shall each provide, and keep in full force and effect, the insurances as more fully described in Schedule C attached hereto; (vii) in the event any of the insurance policies of Atlantic or the City described in Schedule C are cancelled, Atlantic and the City expressly acknowledge, understand and agree that [the successful bidder] shall have the right to terminate the use of the fire suppression system and/or water source provided that [the successful bidder] delivers written notice in hand to Atlantic and the City at the addresses delineated in paragraph 5.6 below, not less than five (5) business days after [the successful bidder] receives the notice of cancellation and five (5) business days prior to [the successful bidder's] termination of the fire suppression system and/or water source; (viii) [The successful bidder] shall provide the insurances as described in Schedule C attached hereto and [the successful bidder] acknowledges that Atlantic's liability to [the successful bidder] for any loss, cost or injuries not caused by the negligent acts or omissions of Atlantic and/or the City occurring on the SAEP site and caused by the malfunction of the existing fire suppression system located on and servicing the SAEP property shall not exceed $10,000,000; (ix) the City agrees to immediately provide [the successful bidder] and Atlantic with notice of any claimed default concerning its lease with Atlantic and further agrees to immediately and within not more than 5 hours provide notice of Atlantic's cessation of occupancy of the hangars (whether by agreement, end of the term of its occupancy, eviction, or otherwise) and, upon [the successful bidder's] receipt of the notice of cessation of occupancy, Atlantic and the City expressly acknowledge, understand and agree that [the successful bidder] shall have the right to terminate the use of the fire suppression system and/or water source after providing Atlantic written notice in hand five (5) business days prior to termination of the fire suppression system and/or water source; and (x) the City and Atlantic acknowledge and agree that if either the City or Atlantic breaches the terms of this Agreement, [the successful bidder] shall have the right to terminate the use of the fire suppression system and water source in the event the breach is not cured within 60 days of [the successful bidder's] delivery of written default notice to the City and Atlantic; except in the event of the cancellation of Atlantic's and the City's insurance policies as described in Schedule C and/or in the event Atlantic ceases occupancy of the hangars, in which case the notice provisions set forth in subparagraph (vii) and (ix) above shall pertain.

4.10 Upon (i) completion of the fire suppression system water source relocation pursuant to the terms of this Agreement, and/or (ii) Atlantic's breach of this Agreement, which breach is not cured within 60 days of [the successful bidder's] delivery to Atlantic of written notice of default pursuant to the provisions of paragraph 4.9 (x) of this Agreement, Atlantic, by execution of this Agreement, acknowledges that it shall have no further right to claim an easement by necessity concerning the existing fire suppression system.

IV. **Miscellaneous**

5.1 The Parties hereto represent that they are duly authorized to enter into this Agreement and have taken all requisite action to obtain such authorization, that the agents executing this Agreement on behalf of the Parties have been duly authorized and have full right, power, authority and legal capacity to enter into and obligate the Parties, and that no further consents or approvals of any person or entity are necessary in connection with the foregoing.

5.2 This Agreement shall not be modified or amended except by written instruments signed by the Parties thereto.

5.3 All issues relating to the satisfaction or waiver of the Contingencies, the sanitary sewer relocation and/or the fire suppression system water source relocation shall be governed by the laws of the State of Connecticut. All other issues concerning this Agreement shall be governed by the laws of the United States.

5.4 This Agreement shall be binding by the Parties and their heirs, successors and assigns.

5.5 This Agreement, the Settlement Agreement being prepared by the Army and the agreement between Atlantic and the City collectively supersede any and all prior understandings and agreements of any kind between the Parties and all understandings and agreements heretofore had by and between the Parties are merged in the respective agreements.

5.6 Except as otherwise stated in this Agreement, all notices and requests to be given under this Agreement shall be given in writing and shall be deemed to have been made when either: (i) deposited in U.S. Mail, by certified or registered mail, return receipt requested; or (ii) hand delivered and addressed to the Parties below; or (iii) when received by Federal Express for overnight delivery;

To City:

City of Bridgeport
999 Broad Street
Bridgeport, CT 06604
Attn: Office of the City Attorney and
Attn: Office of Public Facilities

And

Airport Manager
Sikorsky Memorial Airport
1000 Great Meadow Road
Stratford, CT 06497

To Atlantic:

General Manager
Bridgeport Airport Services, Inc. a/k/a
Atlantic Aviation

Hangar One
Sikorsky Memorial Airport
Stratford, CT 06615

- and to –

Paul A. Lange
Law Offices of Paul A. Lange, LLC
80 Ferry Boulevard
Stratford, CT 06615

To [the Successful Bidder]:

5.7 In the event of a default or breach of any of the terms of this Agreement, in addition to [the successful bidder's] right to terminate the use of the fire suppression system and/or water source pursuant to the terms of Article IV § 4.9 above, the non-defaulting Parties shall have all remedies available at law and equity including, but not limited to, specific performance, injunction, declaratory relief, recovery of actual, consequential and punitive damages; and the right to seek reimbursement of all costs and expenses including reasonable expert and attorneys fees.

5.8 In the event of a claim that [the successful bidder] has defaulted or breached any of the terms of this Agreement other than a claim that [the successful bidder] has shut off the water source, has prevented access to the existing sanitary sewer serving Atlantic's leasehold prior to the completion of the physical relocation and approval of the relocated sewer by the Town of Stratford; and/or a claim that [the successful bidder's] insurance coverages as described in Schedule C have been cancelled (the "Non-Curable Defaults")], Atlantic and the City agree that they shall provide notice of the same to [the successful bidder] and grant [the successful bidder] a 30 day right to cure the claimed default. Concerning the Non-Curable Defaults, Atlantic and the City shall provide [the successful bidder] notice of the same within 2 business days of their occurrence. Nothing herein shall preclude Atlantic and/or the City from seeking immediate relief in the event of a Non-Curable Default.

5.9 The Escrow Agent shall not be liable for any acts or omissions done in good faith, nor shall the Escrow Agent be liable for any claims, damages, losses or damages made, claimed or suffered by any party, excepting such as may rise through or be caused by Escrow Agent's willful misconduct or gross negligence. The Parties agree to indemnify and hold the Escrow Agent harmless against any and all losses, claims, damages, liabilities and expenses including, without limitation, cost of investigation and attorney fees which may be imposed upon Escrow Agent or incurred by Escrow Agent in connection with the performance of its duties hereunder and/or any disputes or litigation arising from this Agreement.

5.10 All insurance policies more particularly described in Schedule C shall provide that the insurer waives any right of subrogation against the applicable Parties relating to loss or damage to real and personal property and relating to death and/or bodily injury and property damage liability arising out of and/or related exclusively to the matters, issues and transactions comprising the subject matter of this Agreement.

5.11 Except as to the obligations, covenants and agreements described above, the Parties hereto acknowledge and understand that, by the execution of this Agreement, except as to the failure of satisfaction of the contingencies described in Article 1 hereof and the inability of the Parties to successfully address and resolve the failed contingencies, the Parties release and discharge each other from and against all claims and causes of action relating to the subject matter of this Agreement and the Litigation. This paragraph shall not circumvent or preclude the Federal District Court's retention of jurisdiction as described in paragraph 1.1(7) above.

IN WITNESS WHEREOF, the City, Atlantic and [the successful bidder] have executed this Agreement effective the day of .

Signed, Sealed and Delivered in
the Presence of or Attested by:

The City of Bridgeport

_____ By:_____
Mark T. Anastasi
City Attorney, Duly Authorized

_____

Bridgeport Airport Services, Inc.
d/b/a Million Air Bridgeport
a/k/a Atlantic Aviation

_____ By:_____
Michael Carey, General Manager
Duly Authorized

_____

_____ By:_____

Duly Authorized

_____

STATE OF CONNECTICUT)
) ss:
COUNTY OF NEW HAVEN)

On this day of , before me, the undersigned officer, personally appeared Mark T. Anastasi, who acknowledged himself to be City Attorney of the City of Bridgeport, a municipal corporation, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Bridgeport by himself, and acknowledged the same to be his free act and deed and that of the City of Bridgeport.

_____

Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss:
COUNTY OF NEW HAVEN)

On this day of , before me, the undersigned officer, personally appeared Michael Carey, who acknowledged himself to be General Manager of Bridgeport Airport Services, Inc. d/b/a Million Air Bridgeport, a/k/a Atlantic Aviation, a corporation, and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself, and acknowledged the same to be his/her free act and deed and that of the corporation.

_____
Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss:
COUNTY OF NEW HAVEN)

On this day of , before me, the undersigned office, personally appeared , and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by him/herself, and acknowledged the same to be his/her free act and deed and that of the limited liability company.

_____
_____
Notary Public
Commissioner of the Superior Court

EXHIBIT M

COMMISSIONER OF CTDEP LETTER DATED SEPTEMBER 30, 2008

STATE OF CONNECTICUT

DEPARTMENT OF ENVIRONMENTAL PROTECTION

79 ELM STREET HARTFORD, CT 06106-5127

PHONE: 860-424-3001

Gina McCarthy
Commissioner

September 30, 2008

Carolyn A. Jones
Program Manager
ACSIM-BRACD
2530 Crystal Drive
Arlington, VA 22202

RE: Coastal Management Consistency for Federal Activities
Transfer of Stratford Army Engine Plant Property to Private Purchaser, Stratford

Dear Ms. Jones:

This is in response to your consistency determination, received on July 1, 2008, and revised on September 29, 2008, for the proposed transfer of Stratford Army Engine Plant Property to a private purchaser. That determination is required by Section 307(c)(1) of the Coastal Zone Management Act of 1972, as amended, Subpart C of 15 Code of Federal Regulations (CFR) Part 930, and Section II, Part VII (c) of the State of Connecticut Coastal Management Program and Final Environmental Impact Statement.

Based on our evaluation of the consistency determination materials, we concur with your determination that the activities as proposed are consistent with Connecticut's federally approved Coastal Management Program pursuant to Section 22a-96(c) of the Connecticut General Statutes. In particular, we are relying on the following language that appears in several places in Enclosure 1, as revised on September 29, 2008:

> The private Purchaser will be redeveloping the SAEP property which lies adjacent to the shorefront of the Housatonic River. The intended reuse of the property is industrial and commercial, consistent with past uses of the facility. The Army will include in conveyance documents an obligation on the part of the purchaser to comply with the goals and policies of the State of Connecticut's federally-approved coastal management program, including those regarding provision of public access as a water-dependent use, and with the applicable regulatory standards established by the State of Connecticut for public use of waterfront property.

To implement the Army's commitment described above, we understand that the following language will be added to conveyance documents for the transfer of the Army Engine Plant property:

> The grantee shall comply with the goals and policies of the state of Connecticut's federally approved Coastal Management Program and with applicable regulatory standards established by the state of Connecticut for the public use of the waterfront.

As we have reviewed this project, the Department has focused on two particular items of concern from a coastal management perspective. The first is ensuring that, as referenced above, reuse of the property complies with the provisions of the Connecticut Coastal Management Act regarding water-dependent uses. Coastal Management Act policies require highest priority and preference for water-dependent uses, the definition of which includes general public access pursuant to C.G.S. §22a-93(16). At this site, given the environmental and economic constraints posed by extensive tidal flats, much of which are contaminated, it is unlikely that the development of an active water-dependent use such as a marina, boatyard, or shipping terminal would be feasible. Accordingly, public access is likely to be the most appropriate use of the property's waterfront, along the lines of the opportunities identified in the Town of Stratford's award-winning Waterfront Vision Plan of 2004 (Available at http://stratfordct.gscend.com/filestorage/1302/402/619/98325reportupdate.pdf). Without provision of appropriate public access, redevelopment of the Army Engine Plant site would constitute an adverse impact under C.G.S. §22a-93(17). Fortunately, we understand that the proposed transferee, Hollywood East LLC, intends to provide public access in the context of an overall development plan for the site. We look forward to working with Hollywood East to design and implement a facility that will maximize the public access potential that exists along the shoreline of the site.

The second is ensuring that proper environmental remediation of the Stratford Army Engine Plant, in accordance with the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), Connecticut's Property Transfer Act, and Connecticut's Hazardous Waste Management Regulations, will be completed either by the Department of the Army (if prior to transfer) or by any future property owner and RCRA Stewardship Permit holder (if after transfer). The RCRA Stewardship Permit is an enforceable document that requires development and implementation of a site-specific remedial action plan and requires compliance with Connecticut's Remediation Standard Regulations (Sections 22a-133k-1 through 3 of the Regulations of Connecticut State Agencies) with due consideration for public participation, including consideration of comments from the local community. As such, the remediation will be consistent with the State's Coastal Management Program.

We appreciate the United States Army's compliance with federal consistency review requirements and support of our efforts to preserve and protect Connecticut's coastal resources and uses. Should you have any questions regarding this matter, please contact Brian Thompson, Director of the Department's Office of Long Island Sound Programs at (860) 424-3034.

Yours truly,

Gina McCarthy
Commissioner

GM/cs

Cc: Mauro Gabriele, Hollywood East
Douglas A. Cohen, Esq., Brown Rudnick
Allison Castellan, NOAA OCRM

EXHIBIT N

BIDDER INFORMATION DOCUMENT

[See Following Page]

BIDDER INFORMATION DOCUMENT
STRATFORD ARMY ENGINE PLANT (SAEP), AKA POINT STRATFORD

As part of your bid provide thorough, detailed responses to the information requested below. In any instance where substantiating documentation is requested, the bidder should attach such materials to the Bidder Information Document.

A. ORGANIZATIONAL AND FINANCIAL INFORMATION

1. Provide a certified and complete disclosure of the nature of the bidder's business entity and the roles, responsibilities and interests of the partners, members, shareholders, officers, team members and/or directors of the entity, including a copy of the legal documents evidencing the formation of the entity.
2. Provide evidence of satisfactory creditworthiness and verified references of the bidder's business entity and that of its principle partners, members, controlling interest shareholders officers and directors.
3. Provide a report which discloses the bidder's business entity's role and interest in all real property transactions with any administration, department, agency or other entity of the federal government in the last five years. The report should describe the nature of the transaction including the estimated value of the transaction,, age of the transaction, and its current status.
4. Provide the bidder's plan to obtain financing to pay the balance of the bid amount. Provide lender's commitments (if applicable) and any other information that demonstrates the bidder's ability to pay the entire bid amount.
5. Provide financial statements of the bidder (or, if the bidder is less than five (5) years old) financial statements of the stakeholders of the bidder prepared in accordance with Generally Accepted Accounting Principles.
6. Provide a resume for each of the bidder's key personel including each person's name, title, and years of involvement with the bidder; key personnel are the owners, principal officers, and senior managers of the bidder.
7. Provide a copy of the bidder's organizational documents and a certificate of good standing/legal existence from the state in which the bidder was organized or incorporated.
8. Describe any civil or criminal matters and/or legal actions that are either currently pending or that have arisen over the previous 10 years, involving any of the principals of the bidder;
9. List all business entities that any of the bidder's principals have been associated with over the past 5 years; and a. For each entity, indicate all civil or criminal legal actions in which each entity, or principal of each entity, was involved; and b. For each entity, indicate whether the entity defaulted on a private or public development project.
10. Indicate whether the bidder and/or any principals of the bidder filed for bankruptcy at any time during the last five years.

B. ENVIRONMENTAL AND RESPONSE ACTION

The Government is particularly interested in any projects that the bidder's business entity was involved in that included an environmental response and corrective action similar in type and magnitude as that described in the Invitation for Bids. In answering any of the below questions which require a description of the bidder's past project execution such projects should be detailed as to both the technical scope of the project and the bidder's participation in the project and should have occurred no more than five (5) years ago. Also, If any example project or response regarding SAEP required or requires the use of a teaming arrangement, joint venture, or subcontractors (i.e., first-tier subcontractors will play a significant

role in the performance of a subcontract), please identify the role that such entity held or is anticipated to hold. At a minimum, include the following information in your responses:

- Role in the Project:
- Project/Client Name, Address, Contact and Telephone Number:
- Work Description:
- Value/Cost of Work Performed:
- Location of Work:
- Commencement and Completion Dates of Work:

1. Provide past experience in performing remedial activities at sites with similar contaminants, media, and site conditions as those presented at SAEP including, without limitation, a description of successful experiences with meeting regulatory requirements for RCRA permits;

2. Describe past achievements in closure and post-closure care of RCRA regulated units for property that is subject to a RCRA permit;

3. Describe any experience working successfully with the Connecticut Department of Enviornmental Protection;

4. Provide detailed information to demonstrate understanding of, and the management structure designed to address, the programmatic and technical risks associated with developing contaminated property;

5. Describe the bidder's plan to obtain capital to finance the environmental and corrective action described in the Invitation for Bids. Provide documentation such as lender's commitments, etc. that will demonstrate the bidder's ability to finance the environmental and corrective action detailed in the Invitation for Bids;

6. Detail the bidder's plan for and timeline of completion of the environmental and correction action described in the Invitation for Bids including a detailed description of the anticipated costs associated with the performance of such environmental and corrective action and any cost and/or time estimates that the bidder has received from third-parties for work to address such environmental and remediation activities; and

7. Detail the personnel and entity with which they are associated that would play a key role in implementing the environmental and corrective action described in this Invitation for Bids including, without limitation, the Licensed Environmental Professional. The Government is interested in understanding personnel capabilities and expertise.

ACKNOWLEDGED AND AGREED:

Name of Bidder: _____
By: _____

THIS FORM MUST BE SIGNED BY THE BIDDER AND ATTACHED TO THE RESPONSE WHEN SUBMITTED

EXHIBIT O

OFFICIAL BID FORM

[See Following Page]

Bid for the Purchase of U.S. Government Property

Invitation for Bid Number: XXXXX

Point Stratford

The Government reserves the right to reject any and all bids.

(Date)_____

To: **US General Services Administration**
Business Service Center
Thomas P. O'Neill Jr., Federal Building
10 Causeway Street, Room _____
Boston, MA 02222

SUBJECT TO the terms and conditions of Invitation for Bids identified above including, without limitation, the Instructions to Bidders, the General Terms of Sale, the Special Terms of Sale and the Instructions to Bidders for Sealed Bid, all of which are incorporated as part of this bid, the undersigned bidder hereby offers and agrees, if this bid is accepted within sixty calendar days after date of the bid opening, to purchase the property described in said Invitation for Bids for the bid price entered below:

AMOUNT OF BID: $_____ BID DEPOSIT (Enclosed) **$2,000,000.00**

CHECKS MUST BE PAYABLE TO THE U.S. GENERAL SERVICES ADMINISTRATION

NOTE: See paragraph 2 of the Instructions to Bidders for Sealed Bid for information concerning amount and form of bid deposit.

Name and address of bidder (type/print name, street, city, state, and telephone number).

Name:_____

Street:_____ City _____

State:_____ Zip_____

Telephone number:(_____) _____

Bidder represents that he operates as (please check one):

_____an individual
_____an individual doing business as: _____
_____a partnership, consisting of: _____
_____a limited liability partnership, consisting of:_____
_____a corporation, incorporated in the state of _____
_____a limited liability corporation, incorporated in the state of_____
_____a trustee, acting for: _____

In the event this bid is accepted, the instruments of conveyance should name the following as Grantee (s):

_____	_____
Signature of person authorized to sign bid.	Signer's name and title (type or print)
_____	_____
Signature of spouse, if applicable	Spouse's name and title of spouse, (type or print)

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property)

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid
(Official Position)

was duly signed for and on behalf of said Corporation/Organization by authority of its governing

body and is within the scope of its corporate/organization powers.

_____

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)