

**104. ORDINANCE AUTHORIZING THE CONVEYANCE AND LEASE OF REAL PROPERTIES AMONG THE CITY OF GROTON, BOZRAH LIGHT AND POWER COMPANY AND RICHARD L GILMAN
(DECEMBER 4, 1995)**

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GROTON:

Section 1. The conveyance of real properties by Bozrah Light and Power Company ("Bozrah") to Richard L. Gilman, and by Richard L. Gilman to the City of Groton "Groton"), and the lease of real property by Groton to Bozrah, is hereby authorized. Said conveyances and lease shall consist of the substantially simultaneous conveyance by deed, by Bozrah to Richard L. Gilman, and by Richard L. Gilman to Groton, and the lease by Groton to Bozrah, of the following described real properties.

a. PROPERTY TO BE CONVEYED BY BOZRAH TO RICHARD L. GILMAN:

That certain piece or parcel of land located at 521 Fitchville Road, Bozrah, Connecticut and more particularly described in that certain Deed recorded at Volume 22, page 259 of the Bozrah land records.

b. PROPERTY TO BE CONVEYED BY RICHARD L. GILMAN TO GROTON:

That certain piece or parcel of land located on Fitchville Road, Lebanon, Connecticut known as lot N-1 and more particularly described as follows:

Beginning at the southeasterly corner of the herein-described parcel at a Connecticut Highway Department monument, said point also being the southwesterly corner of land owned by Richard L. Gilman. Said point more specifically located on the Northerly Highway line of Connecticut Route #608. Thence running southwesterly by and along the Northerly Highway line of Connecticut Route #608, crossing the Town Line (Bozrah-Lebanon) a distance of 221.50 feet to a drill hole at the southwesterly corner of the herein described parcel. Said corner also being the southeasterly corner of land owned now or formerly by The Estate of Lawrence M. Gilman. Thence turning an interior angle of 75-36'-34" and running northerly by and along the center of a stone wall a distance of 95.32 feet to an iron pipe. Thence turning an interior angle of 171-33'-31" and running northeasterly by and along the center of a stone wall a distance of 60.25 feet to an iron pipe. Thence turning an interior angle of 179-32'06" and running northeasterly by and along the center of a stone wall a distance of 50.99 feet to a drill hole. Thence turning an interior angle of 181-41'-30" and running northeasterly by and along the center of a stone wall a distance of 23.43 feet to an iron pipe. Thence turning an interior angle of 185-04'-00" and running northerly by and along the center of a stone wall a distance of 70.18 feet to a drill hole. Thence turning an interior angle of 174-19'-10" and running by and along the center of a stone wall a distance of 69.50 feet to an iron pipe at the northwesterly corner of the herein described parcel.

The last six mentioned courses bounded westerly, northwesterly, northwesterly, northwesterly, northwesterly, westerly, and northwesterly by land owned now or formerly by The Estate of Lawrence M. Gilman.

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Thence turning an interior angle of 102-08'-02" and running easterly a distance of 207.08 feet to the northeasterly corner of the herein described parcel bounded northerly by land owned by Richard L. Gilman. Thence turning an interior angle of 81-33-29 and running southeasterly crossing the town line (Lebanon-Bozrah) a distance of 328.87 feet to the point and place of beginning. Said last mentioned course forming an interior angle of 108-31-38 with said first mentioned course bounded easterly by land owned by Richard L. Gilman. Said tract containing 73,407 ± sf (1.69 ± Acres.) Said tract subject to a 30 in Cast Iron Water Main in favor of the City of Norwich.

c. PROPERTY TO BE LEASED BY GROTON TO BOZRAH:

The real property described in Section 1(b) above shall be leased by Groton as lessor to Bozrah as lessee for the annual rental payment of one dollar per year for a term of ninety-nine years; provided, however, that said lease shall terminate automatically if Bozrah ceases to be a wholly-owned subsidiary of Groton.

Section 2. Said conveyances shall be by warranty or quit claim deed.

Section 3. Any officer of Bozrah is hereby authorized and directed to execute and deliver a warranty or quit claim deed and any other instruments or agreements necessary or appropriate to effectuate the transactions contemplated hereby.

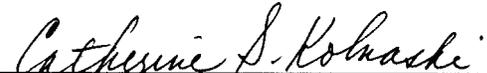
Section 4. Any officer of Bozrah is hereby authorized and directed to make payment of any and all taxes, fees, and costs necessary or appropriate to effectuate the transactions contemplated hereby.

Section 5. The Mayor of Groton is hereby authorized and directed to accept the real property described in Section 1b above, and to execute and deliver a lease and any other instruments or agreements necessary or appropriate to effectuate the transactions contemplated hereby.

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Section 6. The Mayor of Groton is hereby authorized and directed to make payment of any and all taxes, fees, and costs necessary or appropriate to effectuate the transactions contemplated hereby.

Initially Approved: November 6, 1995
Finally Approved: December 4, 1995



Catherine S. Kolnaski, Mayor



Debra E. Dickey, City Clerk