

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on March 16, 2020, and that the same has not been amended or rescinded:

WHEREAS, the R.E. Van Norstrand Neighborhood Assistance Act, Chapter 228a of the Connecticut General Statutes (C.G.S. 12-630aa-12-638) offers certain benefits to municipalities desiring to obtain the same and is administered by the State Department of Revenue Services (Commission of Revenue Services); and

WHEREAS, the Neighborhood Assistance Act provides a tax credit for business firms which sponsor local programs; and

WHEREAS, such programs must be proposed and conducted by private non-profit agencies or municipalities and be approved by the local legislative body;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH: A public hearing will be held on June 15, 2020 to review applications and receive comments relative to the Neighborhood Assistance Act.

Dated at Norwich, Connecticut this 17th day of March 2020.

ATTEST:



Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on March 16, 2020, and that the same has not been amended or rescinded:

BE IT RESOLVED that the below named be appointed as regular members to the Uncas Health District with terms to expire on January 9, 2021 or until a successor is appointed:

Rebecca Melucci (U)
Sherry Ostrout (D)

Dated at Norwich, Connecticut this 17th day of March 2020.

ATTEST: 
Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on March 16, 2020, and that the same has not been amended or rescinded:

BE IT RESOLVED that the below named be appointed as a regular member to the Norwich Golf Course Authority with a term to expire on January 23, 2021 or until a successor is appointed:

Susan Dutilly (D)

Dated at Norwich, Connecticut this 17th day of March 2020.

ATTEST:



Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on March 16, 2020, and that the same has not been amended or rescinded:

BE IT RESOLVED that the following be reappointed as a regular to the Rehabilitation Review Committee for a term to expire on December 31, 2021 or until a successor is appointed;

H. Tucker Braddock Jr. (D)

Dated at Norwich, Connecticut this 17th day of March 2020.

ATTEST: 
Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on March 16, 2020, and that the same has not been amended or rescinded:

BE IT RESOLVED, that the below named be and hereby are appointed as Council Representatives to the School Building Committee 2020 for terms to expire December 7, 2021.

President Pro Tem Mark M. Bettencourt (D)
Aldерwoman Stacy Gould (R)
Alderman Joseph A. DeLucia (D)

BE IT RESOLVED, that the below named be and hereby are appointed as public members to the School Building Committee 2020 for terms to expire January 21, 2022 or until a successor is appointed.

Gregory Ballassi (R)
William Hull (D)
Gerald Martin (R)
Peter Gauthier (D)
Gregory Carabine (U) Construction experience
VACANCY

BE IT RESOLVED, that the below named be and hereby are appointed as Board of Education members to the School Building Committee 2020 for terms to expire January 21, 2022 or until a successor is appointed.

Heather Romanski (D)
Christine Distasio (R)

BE IT RESOLVED, that the below named be and hereby is appointed as an Ex-officio member to the School Building Committee 2020.

John L. Salomone City Manager

Dated at Norwich, Connecticut this 17th day of March 2020.

ATTEST: 
Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on March 16, 2020, and that the same has not been amended or rescinded:

WHEREAS, the City Manager John L. Salomone has appointed with Councils approval as a **regular member** to the Public Parking Commission for a term to expire on 12/31/21 or until a successor is appointed;

H. Tucker Braddock Jr. (D)

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Norwich hereby acknowledges the appointment of the above named to the Public Parking Commission.

Dated at Norwich, Connecticut this 17th day of March 2020.

ATTEST:



Betsy M. Barrett
City Clerk

Amended on September 8, 2020

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on March 16, 2020, and that the same has not been amended or rescinded:

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$10,000,000 FOR THE COSTS ASSOCIATED WITH CITY OF NORWICH GENERAL OBLIGATION REFUNDING BONDS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH:

Section 1. General Obligation Refunding Bonds of the City of Norwich, Connecticut (the “City”) in a principal amount of not more than \$10,000,000 (the “Refunding Bonds”) are hereby authorized to be issued in one or more series and in such amount or such lesser amount as shall be necessary to refund, including any advance refunding, all or any portion of one or more series of the City’s outstanding general obligation bonds, including, but not limited to, the City’s General Obligation Bonds, Issue of 2011 and the City’s General Obligation Bonds, Issue of 2014 (the “Prior Bonds”), and the payment of principal, interest and any call premium on such Prior Bonds, as determined by the City Manager and the Comptroller to be in the best interest of the City for the purpose of achieving net present value savings and/or to moderate debt service payments and to finance such additional costs and expenses related thereto, as the City Manager and the Comptroller shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to, legal, advisory, rating, escrow fees, credit enhancement, verification fees, investment fees, net temporary interest, trustee, underwriters’ discount and printing and administrative expenses.

Section 2. The Refunding Bonds shall be issued in fully registered form, be executed in the name and on behalf of the City by the facsimile or manual signatures of the City Manager and the Comptroller, bear the City seal or a facsimile thereof, be certified by a bank or trust company, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company, and be approved as to their legality by Pullman & Comley, LLC, Bond Counsel. The Refunding Bonds shall be general obligations of the City and each of the Refunding Bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such Refunding Bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and interest thereon.

Section 3. The City Manager and the Comptroller are hereby authorized to determine the aggregate principal amount of the Refunding Bonds, the annual installments of principal, date, maturity, prices, interest rates (whether fixed or variable), form, redemption provisions, if any, the certifying registrar and transfer agent, the manner of sale or other terms and conditions of the

Refunding Bonds, and whether any of the Refunding Bonds issued will be issued as taxable bonds, all in such a manner as the City Manager and Comptroller shall determine to be in the best interests of the City and in accordance with the General Statutes of Connecticut, Revision of 1958, as amended (the "Connecticut General Statutes"), and to take such actions and to execute such documents, or designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the City Manager and Comptroller in order to issue, sell and deliver the Refunding Bonds.

Section 4. The City Manager and Comptroller may irrevocably call for redemption such maturities of the Prior Bonds, as they determine to refund from the proceeds of the Refunding Bonds and other moneys as they may be determined to make available for this purpose, and to defease such Prior Bonds by executing and delivering an escrow agreement in such form and upon such terms as they shall approve, such approval to be conclusively evidenced by their execution thereof. The City Manager and Comptroller are further authorized to appoint an escrow agent, a verification agent to verify the sufficiency of the escrow investments and other professionals, and to execute and deliver any and all escrow, investment and other agreements necessary to provide for the payment when due of the principal of and interest and redemption premium, if any, on the Prior Bonds.

Section 5. The net proceeds of the sale of the Refunding Bonds, after payment of costs of issuance, shall be invested in appropriate legal investments including, but not limited to, non-callable direct obligations of, or obligations guaranteed by, the United States of America, or any other investments permitted by the Connecticut General Statutes, all of which shall not be callable or pre-payable, the principal of and interest on which, when due, shall be in an amount sufficient to pay the principal of, interest and redemption premium, if any, on the Prior Bonds at maturity, or to redeem the Prior Bonds at the redemption price prior to maturity, pursuant to the plan of refunding.

Section 6. The Refunding Bonds are to be sold by the City Manager and Comptroller in a competitive offering or by negotiation in their discretion. If sold in a competitive offering, the Refunding Bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City. If the Refunding Bonds are sold by negotiation, the provisions of the bond purchase agreement shall be approved by the City Manager and Comptroller.

Section 7. The City Manager and Comptroller are hereby authorized, if they determine it is in the City's best interests, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Refunding Bonds on such terms as the City Manager and Comptroller determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require.

Section 8. In connection with the issuance of the Refunding Bonds authorized herein, the City may exercise any power delegated to municipalities pursuant to Section 7-370b, including the authority to enter into agreements managing interest rate risk. The City Manager and

Comptroller, on behalf of the City, shall execute and deliver such reimbursement agreements, letter of credit agreement, credit facilities, remarketing, standby marketing agreements, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of the Refunding Bonds.

Section 9. The City Manager and Comptroller are hereby authorized, on behalf of the City, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (“MSRB”) and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the Refunding Bonds authorized by this resolution. Any agreements or representations to provide information to the MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 10. The City Manager and Comptroller are hereby authorized to prepare and distribute preliminary and final Official Statements of the City, to execute and deliver on behalf of the City all such other documents, and to take all action, necessary and proper for the sale, issuance and delivery of the Refunding Bonds in accordance with the provisions of the Connecticut General Statutes and the laws of the United States.

Section 11. This resolution shall become effective immediately upon passage and shall remain effective until December 31, 2020.

Dated at Norwich, Connecticut this 17th day of March 2020.

ATTEST:



Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on March 16, 2020, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by a resolution adopted December 16, 2019, authorized City Manager John Salomone to enter into an individual Real Estate Listing Agreement with Allyn and Associates Realtors offering to sell the property at 58 Division Street at a price to be recommended by Allyn and Associates Realtors; and

WHEREAS, the Council further resolved that upon receipt of a Purchase and Sales Agreement containing an offer to purchase at a price recommended by Allyn and Associates Realtors and containing such terms and conditions as are satisfactory to the City Manager, he was to notify the Council of the proposed Purchase and Sales Agreement for its consideration and possible approval; and

WHEREAS, Allyn and Associates Realtors has received offers to purchase the property, the highest offer being the sum of \$ 32,000.00 the property to be conveyed in "as is" condition.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed to enter into a Purchase and Sales Agreement on behalf of the City of Norwich to sell said property at a price of \$ 32,000.00 to **Melissa Ponder of 24 Bellevue St, Willimantic CT**, pursuant to the terms of said Purchase and Sales Agreement and, upon timely tender of the purchase price subject to standard adjustments, to execute and deliver a deed of conveyance to **Melissa Ponder of 24 Bellevue St, Willimantic CT**, or acceptable designee for the property known as 58 Division Street, and to execute, deliver, and receive such other documents as are necessary to complete the transfer of title in keeping with the terms and conditions of the Purchase and Sales Agreement.

Dated at Norwich, Connecticut this 17th day of March 2020.

ATTEST:



Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on March 16, 2020, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by a resolution adopted November 4th, 2019, authorized City Manager John Salomone to enter into an individual Real Estate Listing Agreement with Allyn and Associates Realtors offering to sell the property at 212 Prospect Street at a price to be recommended by Allyn and Associates Realtors; and

WHEREAS, the Council further resolved that upon receipt of a Purchase and Sales Agreement containing an offer to purchase at a price recommended by Allyn and Associates Realtors and containing such terms and conditions as were satisfactory to the City Manager, he was to notify the Council of the proposed Purchase and Sales Agreement for its consideration and possible approval; and

WHEREAS, Allyn and Associates Realtors has received offers to purchase the property, the highest offer being the sum of \$15,600.00 the property to be conveyed in "as is" condition.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed to enter into a Purchase and Sales Agreement on behalf of the City of Norwich to sell said property at a price of \$ 15,600.00 to Selcuk Alagoz of 238 ½ S Poinsettia Pl, Los Angeles CA pursuant to the terms of said Purchase and Sales Agreement and, upon timely tender of the purchase price subject to standard adjustments, to execute and deliver a deed of conveyance to Selcuk Alagoz of 238 ½ S Poinsettia Pl, Los Angeles CA or his designee for the property known as 212 Prospect Street, and to execute, deliver, and receive such other documents as are necessary to complete the transfer of title in keeping with the terms and conditions of the Purchase and Sales Agreement.

Dated at Norwich, Connecticut this 17th day of March 2020.

ATTEST:



Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on March 16, 2020, and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich and OUTFRONT Media LLC, a Delaware limited liability company and successor in interest to Face Value LLC are parties to a certain Lease Agreement dated August 10, 2007 pursuant to which the City of Norwich leases to the OUTFRONT Media LLC a certain portion of the property located at 28 Viaduct Street, Norwich, Connecticut for the use and maintenance of two billboard structures, which lease is to expire on October 31, 2027; and

WHEREAS, OUTFRONT Media LLC proposes to convert one face of one of the billboards to a digital sign unit (LED conversion project) and requests the city extend the term of the Lease for an additional 8 years; and

WHEREAS, the City of Norwich is prepared to do so in return for an adjustment of the schedule of payments to be made to the City as base rent, this new schedule of rent to commence once construction is completed (the Conversion Date); and

WHEREAS, the City as Lessor and OUTFRONT Media LLC as Lessee have negotiated a First Amendment to the Lease Agreement extending the term for 8 years, to expire October 31, 2035, and changing the payment terms to include an increase in base rent and the elimination of the payment of an annual percentage rent all as set forth in a proposed First Amendment to the Lease Agreement, copy of which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed to enter into, execute, receive, and deliver a First Amendment to the Lease Agreement substantially in the form attached hereto as Exhibit A, together with such other documents as are necessary to effectuate this First Amendment to the Lease Agreement.

FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** (this "First Amendment"), dated February __, 2020, is by and between **The City of Norwich**, a Connecticut municipality ("Lessor"), and **OUTFRONT Media LLC**, a Delaware limited liability company (successor in interest to Face Value LLC) ("Lessee").

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement, dated August 10, 2007 (the "Lease"), pursuant to which Lessor leases to Lessee a certain portion of the property located at 28 Viaduct Street, Norwich, Connecticut 06360 for the use and maintenance of two (2) billboard structures (the "Billboards"); and

WHEREAS, Lessor has approved Lessee's conversion of one (1) face of one (1) of the Billboards to a digital sign (the "Conversion"); and

WHEREAS, in connection with the Conversion, Lessor and Lessee desire to extend the term of the Lease and to otherwise amend and modify the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. All capitalized terms used and not otherwise defined herein shall, for purposes hereof, have the same meanings ascribed to them in the Lease.
2. The Term of the Lease is hereby extended for an additional eight (8) year period commencing on November 1, 2027 and expiring on October 31, 2035.
3. Lessee shall continue to pay Base Rent in the manner set forth in the Lease, but (i) for the period commencing on the first day of the month immediately following the completion of the Conversion (the "Conversion Date"), and ending on October 31, 2021, annual Base Rent shall be Fifty Thousand Dollars and No Cents (\$50,000.00), payable in equal quarterly installments of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00), and (ii) for the period commencing on November 1, 2021 and ending on October 31, 2035, annual Base Rent shall increase by two and one-half percent (2.50%) per Lease Year, payable in equal quarterly installments as set forth in the table below. In the event that the period set forth in clause (i) above is less than 365 days, the Base Rent and quarterly installments for such period shall be adjusted accordingly on a pro rata basis based upon the actual number of days in such period.

<u>Lease Year</u> <u>Beginning</u>	<u>Lease Year</u> <u>Ending</u>	<u>Base Rent</u>	<u>Amount to be Paid</u> <u>Quarterly in</u> <u>Advance</u>
Conversion Date	10/31/2021	\$50,000.00	\$12,500.00
11/1/2021	10/31/2022	\$51,250.00	\$12,812.50
11/1/2022	10/31/2023	\$52,531.00	\$13,132.75
11/1/2023	10/31/2024	\$53,844.00	\$13,461.00
11/1/2024	10/31/2025	\$55,190.00	\$13,797.50
11/1/2025	10/31/2026	\$56,570.00	\$14,142.50
11/1/2026	10/31/2027	\$57,984.00	\$14,496.00
11/1/2027	10/31/2028	\$59,434.00	\$14,858.50
11/1/2028	10/31/2029	\$60,920.00	\$15,230.00
11/1/2029	10/31/2030	\$62,443.00	\$15,610.75

11/1/2030	10/31/2031	\$64,004.00	\$16,001.00
11/1/2031	10/31/2032	\$65,604.00	\$16,401.00
11/1/2032	10/31/2033	\$67,244.00	\$16,811.00
11/1/2033	10/31/2034	\$68,925.00	\$17,231.25
11/1/2034	10/31/2035	\$70,648.00	\$17,662.00

Lessee shall cease paying Percentage Rent commencing on the Conversion Date.

4. Notwithstanding any of the foregoing, in the event that Lessee is unable to obtain all of the necessary permits for the Conversion or is otherwise unable to proceed with the Conversion for any reason, (i) the Term of the Lease shall not be extended and shall expire on October 31, 2027, (ii) the annual Base Rent shall continue to be Twenty Nine Thousand Five Hundred Dollars and No Cents (\$29,500.00), payable in equal quarterly installments of Seven Thousand Three Hundred Seventy Five Dollars and No Cents (\$7,375.00), and (iii) Lessee shall continue to pay Percentage Rent as set forth in the Lease for the remainder of the Term.
5. For the remainder of the Term, Lessee agrees not to display advertisements for sexually oriented businesses or tobacco products on the Billboards.
6. Pursuant to Section 20(f) of the Lease, all notices to Lessee shall be sent to the following address:

OUTFRONT Media LLC
 355 Washington Avenue
 North Haven, CT 06473
 Attn: Real Estate Manager

7. Except as modified by this First Amendment, the Lease shall remain in full force and effect and is hereby in all respects ratified and confirmed. In the event of any conflict between the terms of this First Amendment and the terms of the Lease, it is expressly agreed that the terms of this First Amendment shall control.
8. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. This First Amendment may be changed or terminated only by an agreement in writing signed by Lessor and Lessee.
9. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. This First Amendment may be executed and delivered by the exchange of electronic facsimile, PDF or other image file copies or counterparts of the signature page, which shall be considered the equivalent of and have the same force and effect as originals.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the day and year first above written.

LESSOR:

LESSEE:

The City of Norwich

OUTFRONT Media LLC

By: _____

By: _____

John Salomone

Name:

City Manager

Title:

Dated at Norwich, Connecticut this 17th day of March 2020.

ATTEST:



Betsy M. Barrett

City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on March 16, 2020, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by resolution adopted August 19, 2019, authorized an expenditure not to exceed \$5,000 for a survey of property located on Falls Avenue adjacent to the Intermodal Transportation Center in order to permit the City to convey a portion of the property identified as 18 Falls Avenue (Map 101/Block 4/Lot 63) and retain the remaining portion of the property, upon which the Transfer Station Bridge, so-called is located providing access to the upper floors of the Intermodal Transportation Center, the remaining portion to be combined with other property of the City of Norwich; and

WHEREAS, having received the survey the City sought variances from the Zoning Board of Appeals to permit the separation of 16 and 18 Falls Avenue with the intention that, as separate parcels, these could be combined with adjoining parcels of land to avoid the creation of a non-conforming lot, one difficult to access and capable of causing congestion, with the Zoning Board of Appeals approving the requested variances on January 14, 2020; and

WHEREAS, legal descriptions have been prepared for the property to be conveyed by the City described as Lot 64, a copy of which description is attached to this resolution as Exhibit A, and description of Lots 63 & 54 as combined, a copy of which is attached to this resolution as Exhibit B; and

WHEREAS, both resulting parcels will be subject to or benefitting from easements as set out in the legal description; and

WHEREAS, 18 Falls Avenue as bounded and described in Exhibit A is bordered by the west branch of the Yantic River, land of the City of Norwich, and land now or formerly of Mary-Anna Holdings, LLC, through which access to 18 Falls Avenue may be obtained; and

WHEREAS, the City of Norwich is negotiating a transfer of 18 Falls Avenue to Mary-Anna Holdings, LLC with requirements that 18 Falls Avenue be merged and combined with the adjoining property of Mary-Anna Holdings, LLC to form a single parcel over which access to the property at 18 Falls Avenue will be established, and that Mary-Anna Holdings, LLC perform necessary repairs and improvements satisfactory to the City to the structure located on 18 Falls Avenue adequate to restore it to useful condition; and

WHEREAS, the Council of the City of Norwich finds that it is in the best interest to the City of Norwich to convey the property at 18 Falls Avenue to Mary-Anna Holdings, LLC with the conditions that 18 Falls Avenue be merged and combined with the adjoining property of Mary-Anna Holdings, LLC by deed recorded within 60 days of the transfer, that a plan of restoration and improvement satisfactory to the City Manager be presented prior to the transfer and that the sum of \$25,000 be paid to the City.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed to negotiate a transfer of 18 Falls Avenue to Mary-Anna Holdings, LLC for consideration including a payment of \$25,000, a requirement that 18 Falls Avenue be combined and merged by deed with adjoining property of Mary-Anna Holdings, LLC and that Mary-Anna Holdings, LLC agrees to make roof repairs to the structure at 18 Falls Avenue within a period of six (6) months after the conveyance, together with such additional consideration as he deems appropriate under all circumstances; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed to prepare, enter into, execute and deliver a deed of conveyance for 18 Falls Avenue as described in Exhibit A as well as such documents as are necessary to convey the property at 18 Falls Avenue to Mary-Anna Holdings, LLC, upon receipt of assurances satisfactory to him that 18 Falls Avenue will be combined and merged by deed with adjoining property of Mary-Anna Holdings, LLC and that Mary-Anna Holdings, LLC will make repairs and improvements to the structure of 18 Falls Avenue in a sufficient and timely manner; and to prepare, execute, and record a deed combining Lots 63 and 54 as described in Exhibit B together with and other filings or documents as are necessary to combine these properties.

City of NorwichLot 64

A certain tract or parcel of land with the improvements thereon located Southwesterly of the Southwesterly side of Falls Avenue in the City of Norwich, County of New London, State of Connecticut being bounded and described as follows:

BEGINNING at a point in the Northeasterly corner of the herein described tract said point being located Southwesterly 74 feet more or less from the Southwesterly side of Falls Avenue and on the dividing line between the herein described tract and land now or formerly of Mary Anna Holdings LLC thence running South $41^{\circ} 51' 38''$ East 42.60 feet to a point, the last line abutting Northeasterly on said land now or formerly of Mary Anna Holdings LLC; thence South $48^{\circ} 08' 22''$ West 9.35 feet to a point; thence South $41^{\circ} 51' 38''$ East 167.61 feet to a point; thence South $48^{\circ} 08' 22''$ West 66 feet more or less to the high water line of the Yantic River, the last three lines abutting Southeasterly, Northeasterly and Southeasterly on land now or formerly of the City of Norwich; thence running Northwesterly following said high water line of the Yantic River a distance of 211 feet more or less to a point; thence North $48^{\circ} 08' 22''$ East 83 feet more or less to the point of beginning, the last line abutting Northwesterly on said land now or formerly of Mary Anna Holdings LLC.

Containing 0.34 acres, more or less.

Said parcel being subject to a 5-foot by 50-foot easement for ingress and egress in favor of the City of Norwich over a strip of land located along the Northeasterly boundary of the herein described parcel and being shown on the herein referred to map.

Together with an easement for ingress and egress over a strip of land located on the Southwesterly side of Falls Avenue and being bounded and described as follows:

Beginning at a point at the Northeasterly corner of the herein described easement said point being located on the Southwesterly side of Falls Avenue and being the Northeasterly corner of land now or formerly of the City of Norwich and thence running South $41^{\circ} 22' 54''$ East 34.00 feet to a point, the last line following said Southwesterly line of Falls Avenue; thence South $48^{\circ} 27' 50''$ West 82.55 feet to a point; thence North $41^{\circ} 51' 38''$ West 34.00 feet to a point; thence North $48^{\circ} 27' 50''$ East 82.83 feet to the point of beginning.

Containing 2,811 square feet, more or less.

Together with an easement for maintenance over a strip of land located along the Northeasterly boundary of the herein describe parcel and being bounded and described as follows:

Beginning at a point at the Northwesterly corner of the herein described easement said point being located at the Southwesterly corner of an access easement and thence running North 48°

EXHIBIT A

27' 50" East 10.00 feet to a point; thence South 41° 51' 38" East 122.68 feet to a point; thence South 48° 08' 22" West 10.00 feet to a point; thence North 41° 51' 38" West 122.74 feet to the point of beginning.

Containing 1,227 square feet, more or less.

Being shown on "Property Survey Prepared for Norwich Community Development Corp. Falls Avenue, Norwich, Connecticut" Scale 1" = 20' Date 12/10/2019 Project 2019231 Sheet 1 of 1, CME Associates, Inc. 33 Wilbur Cross Way, Suite 105 Mansfield, CT 06268, 101 East River Drive, East Hartford, CT 06108, 50 Elm Street, Southbridge, MA 01550, 1 Tara Blvd., Nashua, NH 03062, 888-291-3227 / www.cmeengineering.com.

City of NorwichLot 63 and 54 Combined

A certain tract or parcel of land with the improvements thereon located on the Southwesterly side of Falls Avenue in the City of Norwich, County of New London, State of Connecticut being bounded and described as follows:

BEGINNING at a point in the Northeasterly corner of the herein described tract said point being located on the dividing line between the herein described tract and land now or formerly of Mary Anna Holdings LLC thence running South $41^{\circ} 22' 54''$ East 236.57 feet to a point; thence South $29^{\circ} 48' 54''$ East 36.13 feet to a point at the end of a discontinued portion of Falls Avenue, the last two lines running along said Southwesterly line of Falls Avenue; thence crossing said discontinued portion of Falls Avenue North $15^{\circ} 03' 21''$ East 56.70 feet to a point in the Easterly line of said discontinued portion of Falls Avenue; thence South $29^{\circ} 48' 54''$ East 359.70 feet to a point, the last line running along said Easterly line of the discontinued portion of Falls Avenue and abutting on land now or formerly of the State of Connecticut and land now or formerly of Richard A. Thayer, Sr. and Mary Anne Thayer, partly on each; thence South $60^{\circ} 47' 44''$ West 0.09 feet to a point; thence South $66^{\circ} 32' 06''$ West 40.17 feet to a point; thence continuing South $66^{\circ} 32' 06''$ West 41.69 feet to a point; thence South $61^{\circ} 04' 34''$ West 87.01 feet to a point; thence South $59^{\circ} 13' 10''$ West 0.23 feet to a point, the last five lines running along the Northerly line of West Main Street (Route 32 and 82); thence North $27^{\circ} 11' 35''$ West 23.60 feet to a point; thence North $21^{\circ} 40' 25''$ West 43.38 feet to a point; thence North $24^{\circ} 32' 55''$ West 48.86 feet to a point; thence North $26^{\circ} 23' 10''$ West 21.47 feet to a point; thence North $25^{\circ} 36' 57''$ West 39.98 feet to a point; thence North $55^{\circ} 23' 39''$ West 26.77 feet to a point; thence North $38^{\circ} 55' 26''$ West 99.04 feet to a point; thence North $56^{\circ} 37' 31''$ West 20.32 feet to a point in the high water line of the Yantic River, the last eight lines following a retaining wall along the Northeasterly side of said Yantic River; thence following said high water line of the Yantic River Northwesterly 77 feet more or less to a point; thence North $48^{\circ} 08' 22''$ East 66 feet more or less to a point; thence North $41^{\circ} 51' 38''$ West 167.61 feet to a point; thence North $48^{\circ} 08' 22''$ East 22.00 feet to a point; thence South $41^{\circ} 51' 38''$ East 11.00 feet to a point; thence North $48^{\circ} 27' 50''$ East 60.83 feet to the point and place of beginning, the last five lines abutting Northwesterly, Southwesterly, Northwesterly, Northeasterly and Northwesterly on land now or formerly of the City of Norwich and said land now or formerly of Mary Anna Holdings LLC, partly on each.

Containing 1.85 acres, more or less.

Together with a 5-foot by 50-foot easement for ingress and egress in favor of the City of Norwich over a strip of land located along the Southwesterly boundary of the herein described parcel and being shown on the herein referred to map.

Being subject to an easement for ingress and egress over a strip of land located on the Southwesterly side of Falls Avenue and being bounded and described as follows:

Beginning at a point at the Northeasterly corner of the herein described easement said point being located on the Southwesterly side of Falls Avenue and being the Northeasterly corner of the hereinbefore described tract and thence running South $41^{\circ} 22' 54''$ East 34.00 feet to a point, the last line following said Southwesterly line of Falls Avenue; thence South $48^{\circ} 27' 50''$ West 82.55 feet to a point; thence North $41^{\circ} 51' 38''$ West 34.00 feet to a point; thence North $48^{\circ} 27' 50''$ East 82.83 feet to the point of beginning.

Containing 2,811 square feet, more or less.

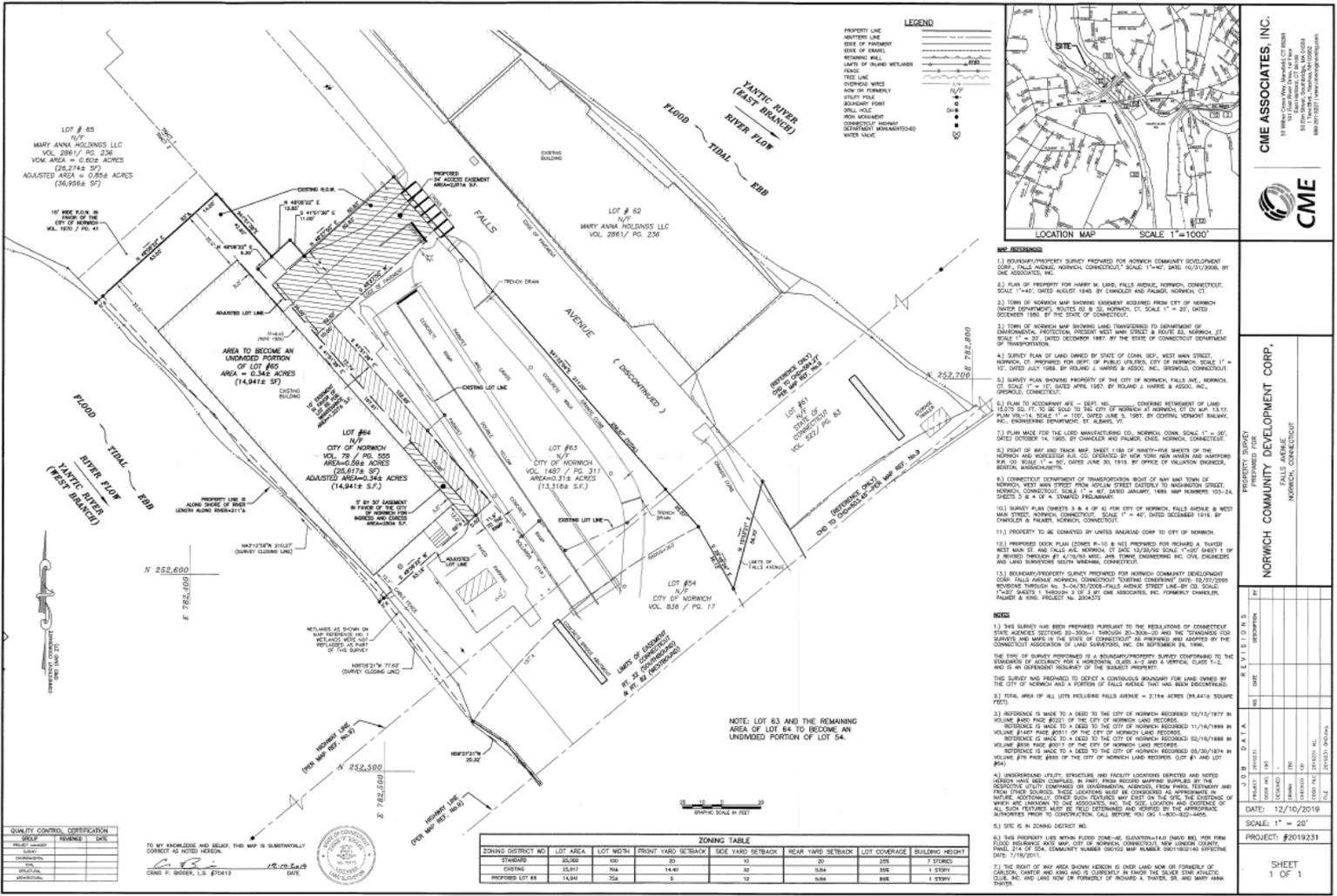
Being subject to an easement for maintenance over a strip of land located along the Southwesterly boundary of the herein describe parcel and being bounded and described as follows:

Beginning at a point at the Northwesterly corner of the herein described easement said point being located at the Southwesterly corner of an access easement and thence running North $48^{\circ} 27' 50''$ East 10.00 feet to a point; thence South $41^{\circ} 51' 38''$ East 122.68 feet to a point; thence South $48^{\circ} 08' 22''$ West 10.00 feet to a point; thence North $41^{\circ} 51' 38''$ West 122.74 feet to the point of beginning.

Containing 1,227 square feet, more or less.

Being subject to a 20 foot wide easement for drainage in favor of the State of Connecticut Department of Transportation.

Being shown on "Property Survey Prepared for Norwich Community Development Corp. Falls Avenue, Norwich, Connecticut" Scale 1" = 20' Date 12/10/2019 Project 2019231 Sheet 1 of 1, CME Associates, Inc. 33 Wilbur Cross Way, Suite 105 Mansfield, CT 06268, 101 East River Drive, East Hartford, CT 06108, 50 Elm Street, Southbridge, MA 01550, 1 Tara Blvd., Nashua, NH 03062, 888-291-3227 / www.cmeengineering.com.



CME ASSOCIATES, INC.
 33 Woodland Avenue, Norwich, CT 06250
 860-862-1111
 www.cmeassociates.com

NORWICH COMMUNITY DEVELOPMENT CORP.
 FALLS AVENUE
 NORWICH, CONNECTICUT

- NOTES:**
- 1) PRELIMINARY SURVEY PREPARED FOR NORWICH COMMUNITY DEVELOPMENT CORP., FALLS AVENUE, NORWICH, CONNECTICUT. SCALE: THREE INCHES TO ONE HUNDRED FEET.
 - 2) PLAN OF PROPERTY FOR HARRY H. LAMB, FALLS AVENUE, NORWICH, CONNECTICUT. SCALE: ONE INCH TO ONE HUNDRED FEET. DATED AUGUST 1948. BY CHASE & PALMER, NORWICH, CT.
 - 3) TOWN OF NORWICH MAP SHOWING EASEMENT ACQUIRED FROM CITY OF NORWICH (ENTER EASEMENT) BOOKS 63 & 64, NORWICH, CT. SCALE: ONE INCH TO ONE HUNDRED FEET. DATED DECEMBER 1980 BY THE STATE OF CONNECTICUT.
 - 4) TOWN OF NORWICH MAP SHOWING EASEMENT ACQUIRED FROM CITY OF NORWICH (ENTER EASEMENT) BOOKS 63 & 64, NORWICH, CT. SCALE: ONE INCH TO ONE HUNDRED FEET. DATED DECEMBER 1980 BY THE STATE OF CONNECTICUT.
 - 5) SURVEY PLAN SHOWING PROPERTY OF THE CITY OF NORWICH, FALLS AVENUE, NORWICH, CONNECTICUT. DATED APRIL 1987. BY RELIANT J. HARRIS & ASSOC., INC.
 - 6) PLAN TO ACQUIRE LOT 78 - DEPT. NO. 10. COVERING EASEMENT OF LAND ADJACENT TO LOT 78. SCALE: ONE INCH TO ONE HUNDRED FEET. DATED OCTOBER 14, 1965. BY CHASE & PALMER, NORWICH, CONNECTICUT.
 - 7) PLAN MADE FOR THE LENO MANUFACTURING CO., NORWICH, CONNECTICUT. SCALE: ONE INCH TO ONE HUNDRED FEET. DATED OCTOBER 14, 1965. BY CHASE & PALMER, NORWICH, CONNECTICUT.
 - 8) SURVEY PLAN SHOWING EASEMENT ACQUIRED FROM CITY OF NORWICH (ENTER EASEMENT) BOOKS 63 & 64, NORWICH, CT. SCALE: ONE INCH TO ONE HUNDRED FEET. DATED DECEMBER 1980 BY THE STATE OF CONNECTICUT.
 - 9) SURVEY PLAN SHOWING EASEMENT ACQUIRED FROM CITY OF NORWICH (ENTER EASEMENT) BOOKS 63 & 64, NORWICH, CT. SCALE: ONE INCH TO ONE HUNDRED FEET. DATED DECEMBER 1980 BY THE STATE OF CONNECTICUT.
 - 10) SURVEY PLAN SHOWING EASEMENT ACQUIRED FROM CITY OF NORWICH (ENTER EASEMENT) BOOKS 63 & 64, NORWICH, CT. SCALE: ONE INCH TO ONE HUNDRED FEET. DATED DECEMBER 1980 BY THE STATE OF CONNECTICUT.
 - 11) PROPERTY TO BE CONVEYED BY UNITED NATIONS CONF. TO CITY OF NORWICH.
 - 12) PROPOSED DRAINAGE PLAN (SHEET #1-10) AND NOT PREPARED FOR ROBERT A. STAVES, WEST MAIN ST. AND FALLS AVE., NORWICH, CT. DATE 12/15/1995. SCALE: 1"=20' SHEET #1 OF 10. PREPARED BY ALVIN M. AND STREETS ENGINEERING, INC. ONE COURSE AND ONE THIRD SOUTH MAIN, NORWICH, CONNECTICUT.
 - 13) PRELIMINARY SURVEY PREPARED FOR NORWICH COMMUNITY DEVELOPMENT CORP., FALLS AVENUE, NORWICH, CONNECTICUT. SCALE: THREE INCHES TO ONE HUNDRED FEET. DATED 12/17/2019. BY CME ASSOCIATES, INC. (FORMERLY CHASE & PALMER, NORWICH, CONNECTICUT).
 - 14) UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS SHOWN AND NOTED HEREON HAVE BEEN CORRELATED IN PART FROM RECORD MAPS SUPPLIED BY THE RESPECTIVE UTILITY COMPANIES OR GOVERNMENT AGENCIES, FROM PAST, PRESENT AND FUTURE FIELD SURVEYS, RECORD MAPS AND RECORDS, AND FROM THE RECORDS OF THE CITY OF NORWICH, CONNECTICUT. THE LOCATION AND DEPTH OF ALL SUCH UTILITIES HAVE BEEN FIELD LOCATED AND NOTED BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG 1-800-922-4465.
 - 15) SITE IS IN ZONING DISTRICT M2.

ZONING DISTRICT NO.	LOT AREA	LOT WIDTH	FRONT YARD SETBACK	REAR YARD SETBACK	LOT COVERAGE	BUILDING HEIGHT
STANDARD	25,000	100	30	30	20%	3 STORIES
OFFICE	25,017	104	14.40	30	5.9%	300
PROPOSED LOT #3	14,381	75.6	0	0	5.9%	8.00'

Dated at Norwich, Connecticut this 17th day of March 2020.

ATTEST: *Betsy M. Barrett*
 Betsy M. Barrett
 City Clerk

DATE: 12/10/2019
 SCALE: 1" = 20'
 PROJECT: #2019231
 SHEET 1 OF 1