

DOCKET NO.: NNH-CV17-6072369-S : SUPERIOR COURT  
CHURCH STREET NEW HAVEN LLC : J.D. OF NEW HAVEN  
V. : AT NEW HAVEN  
: :  
CITY OF NEW HAVEN : JUNE 18, 2018

**MOTION FOR JUDGMENT**  
**IN ACCORDANCE WITH AGREEMENT**

In accordance with the Memorandum of Agreement, the Defendant, City of New Haven and the Plaintiff, CHURCH STREET NEW HAVEN LLC, hereby jointly moves this Court to enter Judgment in accordance with the Memorandum of Agreement and Finding of Fact and submitted simultaneously with this motion.

DEFENDANT,  
CITY OF NEW HAVEN

By: 


Michael A. Leone, Esq  
Halloran & Sage LLP  
265 Church Street - 8<sup>th</sup> Floor  
New Haven, CT 06510  
(203) 672-5432  
(203) 672-5480 (fax)  
Juris No. 432591  
Its Attorney

**ORAL ARGUMENT NOT REQUESTED**  
**TESTIMONY NOT REQUIRED**

**CERTIFICATION**

I hereby certify that a copy of the above was mailed or electronically delivered this date to all counsel and pro se parties of record and that written consent for electronic delivery was received from all counsel and pro se parties of record who were electronically served.

Michael Reiner, Esq.  
Greene Law PC  
11 Talcott Notch Road  
Farmington, CT 06032



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Michael A. Leone

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**FINDING OF FACT**

Based on the parties' Memorandum of Agreement dated May \_\_, 2018 and such other evidence which may have come before the Court, the Court finds as follows:

1. The named plaintiff, CHURCH STREET NEW HAVEN LLC (hereinafter collectively referred to as "Plaintiff") on October 1, 2016, was and at all relevant times thereafter, is the owner of the following certain real property having a map/block/lot description of:

1 Tower Lane, New Haven, Connecticut (238/0110/00300);  
86 South Orange Street, New Haven, Connecticut (238/0110/00200);  
91 Columbus Avenue, New Haven, Connecticut (238/0110/00100);  
94 Columbus Avenue, New Haven, Connecticut (238/0086/00200);  
89 Union Avenue, New Haven, Connecticut (238/0086/00300);  
169 Union Avenue, New Haven, Connecticut (237/0086/00100)  
(collectively the "Property").

2. The Plaintiff, within the time prescribed by law, appealed to the City's Board of Assessment Appeals ("BAA") for a correction of the values made by the Assessor and said Board did reduce the value.

3. After presentment of additional evidence to the Assessor and City, the City and Assessor have agreed to change the value as follows.

a) The Assessor of the City, as of October 1, 2016, valued the Property as follows:

1 Tower Lane - 100% Value = \$596,200  
86 South Orange Street - 100% Value = \$3,118,500  
91 Columbus Avenue - 100% Value = \$1,198,500  
94 Columbus Avenue - 100% Value = \$2,148,000  
89 Union Avenue- 100% Value = \$1,292,000  
169 Union Avenue- 100% Value = \$1,386,400

4. By Agreement, the value of the Property as of October 1, 2016, except as provided herein, shall be:

1 Tower Lane - 100% Value = \$534,986  
86 South Orange Street - 100% Value = \$2,798,312  
91 Columbus Avenue - 100% Value = \$1,075,446  
94 Columbus Avenue - 100% Value = \$1,927,457  
89 Union Avenue- 100% Value = \$1,159,346  
169 Union Avenue- 100% Value = \$1,244,053

5. By Agreement, the value of the Property as October 1, 2017 and thereafter, except as provided herein, shall be:

1 Tower Lane - 100% Value = \$473,772  
86 South Orange Street - 100% Value = \$2,478,125  
91 Columbus Avenue - 100% Value = \$952,391  
94 Columbus Avenue - 100% Value = \$1,706,914  
89 Union Avenue- 100% Value = \$1,026,691  
169 Union Avenue- 100% Value = \$1,101,707

6. The foregoing value does not include personal property.

7. The foregoing valuations shall be binding on the Plaintiff, its heirs, successors and

assigns.

8. The Plaintiff has agreed not to further challenge, appeal, contest or seek to alter in any way the aforesaid corrected stipulated value before the Board of Assessment Appeals, Assessor or to this Court or any other applicable governmental or judicial body until the next City-wide revaluation or if there is a change to the Property in accordance with Paragraph 9 below.

9. The City reserves its right to revalue the Property during any City-wide revaluation. The City also reserves its right to alter the valuation if the Property is altered, improved or changes use, including but not limited to changes resulting from the issuance of any Building Permits or Certificates of Occupancy for improvement work that may be done at the Property or any penalty imposed for Plaintiff's failure to comply with all applicable statutes pertaining to the assessments. Plaintiff agrees that to the extent the City alters the valuation for any of the foregoing reasons, or if the Property is improved or changes use, the valuation for the portion of the Property not affected by such alteration, shall remain unchallenged in accordance with the Plaintiff's obligations and covenants contained in Paragraph 8. The parties acknowledge that it is the intention of the Plaintiff to demolish the structures on the Property. At such time as the structures on the Property are demolished, removed and graded in accordance with Connecticut General Statutes § 12-64a, the value of the Property will be adjusted by the assessor in accordance with Connecticut General Statutes § 12-64a. Plaintiff reserves its right to challenge the changed valuation at that time.

10. Each party shall bear its own cost, fees and expenses.

11. Any overpayment by the Plaintiff shall be a credit in the next tax payment.

ORDER

Judgment may enter in accordance with the foregoing Finding of Fact.

Date: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court

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**MEMORANDUM OF AGREEMENT**

1. The named plaintiff, CHURCH STREET NEW HAVEN LLC (hereinafter collectively referred to as “Plaintiff”) on October 1, 2016, was and at all relevant times thereafter, is the owner of the following certain real property having a map/block/lot description of:

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94 Columbus Avenue, New Haven, Connecticut (238/0086/00200);  
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2. The Plaintiff, within the time prescribed by law, appealed to the City’s Board of Assessment Appeals (“BAA”) for a correction of the values made by the Assessor and said Board did reduce the value.

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6. The foregoing value does not include personal property.
7. The foregoing valuations shall be binding on the Plaintiff, its heirs, successors and assigns.
8. The Plaintiff has agreed not to further challenge, appeal, contest or seek to alter in any

way the aforesaid corrected stipulated value before the Board of Assessment Appeals, Assessor or to this Court or any other applicable governmental or judicial body until the next City-wide revaluation or if there is a change to the Property in accordance with Paragraph 9 below.

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11. Any overpayment by the Plaintiff shall be a credit in the next tax payment.

195 Church Street  
15<sup>th</sup> Floor  
New Haven, CT 06510

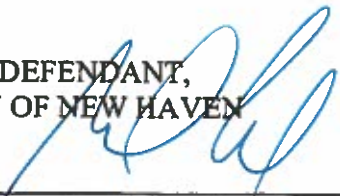
HALLORAN  
& SAGE LLP

Phone (203) 672-5432  
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Juris No. 432591

THE PLAINTIFF,  
CHURCH STREET NEW HAVEN LLC

By:   
Michael Reiner, Esq.  
Its Attorney  
Dated:

THE DEFENDANT,  
CITY OF NEW HAVEN

By:   
Michael A. Leone, Esq.  
Halloran & Sage LLP  
Its Attorneys