

APPLICATION TO BOARD OF ZONING APPEALS FOR A SPECIAL EXCEPTION

I. LOCATION of Property 29 Wooster Place St. Ave. Zoning District RM-2
 Building Line _____
 north east side between _____ St. Ave. and _____ St. Ave.
 south west _____
 north east corner of _____ St. Ave.
 south west _____

II. Name of OWNER St. Michael's Church Corporation Address 29 Wooster Place, New Haven, CT
 Date of Purchase _____
 Also, required:
 • Proof of ownership See attached deeds and documents for dates of purchase.
 • Proof of agency
 • Proof of some other right to property
 present _____
 Name of tenant _____ or proposed purchaser _____
 proposed _____
 * Name and signature of APPLICANT Ed Lepore Address 29 Wooster Place, New Haven, CT
 Party to be notified Christopher McKeon Attorney Address 900 Chapel Street, 11th Floor
Scratchton Viljan & McLean PC agent New Haven, CT 06510
 Telephone No. (203) 777-5800

III. THE SPECIAL EXCEPTION (S) sought involve (s):

[] Use of property. Proposed Use:
 Other matters (describe precisely): Section 12(b)(2) d. requiring 1 space per 8 seats in a Religious Institution on the same lot or within 300 feet
Section 63(d) and Section 29(i) Walking distance

IV. SECTION (S) of zoning ordinance giving Board of Zoning Appeals authority to grant the requested special exception (s):

V. Paragraph 63(D) (6) (does) (does not) require referral of this case to the City Plan Commission after Board hearing.

VI. LOT Dimensions (width x depth): 262 x 84 LOT Area: 21,379

List all EXISTING BUILDING (S) AND USE (S) on this lot, giving symbol for legal basis of each. (PR- permitted as right; PS-permitted by special exception; PV-previous variance; NCU-nonconforming use existing at effective date of ordinance or amendment; CAL-previous certificate of approval of location - motor vehicle uses):
 (1) Religious Institution - PR; NCU - as to parking. (as to 29 Wooster Place Parcel)
 (2)
 (3)

VII. SUMMARY of reasons asserted for the granting of this special exception, including any relevant discussion of subsection 63(D) of the zoning ordinance and the section (s) cited in question IV above, and listing of any proposed conditions and safeguards (attach additional sheet if needed):


[See Attached Summary]

New Haven... 11/16, 2018

XIII.

State of Connecticut
County of New Haven

Personally appeared, Robert Paul Roy
Authorized Agent for St. Michael's Church Corporation Owner, who made oath
that the statements herein were true and correct before me.


Christopher M. Keoh
Commissioner of The Superior Court

XIV.

- Hearing Fee to be paid upon filing of this Application
- Special Exception
- Special Exception (PDU)
- Required plans filed with Appeal as follows:
 - (a) 10 copies of a scaled PLOT PLAN, with a North arrow, showing the lot in question and the following if applicable:
 1. existing buildings,
 2. proposed construction and use of outdoor areas, N/A
 3. existing and proposed curb cuts, driveways, and parking and loading facilities,
 4. existing and proposed fences, walls, landscaping and signs,
 5. such other information as may be required to define the exact nature of the Special Exception requested.
 - N/A (b) 10 copies of scaled FLOOR PLANS and ELEVATIONS:
for each floor and each side of proposed construction, including use of all floor areas.

BELOW THIS LINE FOR BOARD USE ONLY

XV.

Communication with regard to this Appeal received from:

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> City Plan Dept | <input type="checkbox"/> Health Dept. | <input type="checkbox"/> Bureau of Engineering |
| <input type="checkbox"/> Dept of Traffic & Parking | <input type="checkbox"/> Police Dept. | <input type="checkbox"/> _____ |
| <input type="checkbox"/> LCI - Livable City Initiative | <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> _____ |

XVI.

Previous Board of Zoning Appeals cases at this location (file number, year, proposed construction and/or, Board decision, and court decision where applicable).

NEW HAVEN BOARD OF ZONING APPEALS

NOTICE is hereby given that State Law requires the Board of Zoning (BZA) to hold a public hearing to review your application and/or appeal. The BZA will make its decision based upon testimony at the public hearing and the documents you submit with your application.

TO BE CONSIDERED COMPLETE, your application **MUST** include the documents and required information listed below.

If you fail to submit the **REQUIRED DOCUMENTS AND INFORMATION** to describe the zoning relief requested, **YOUR APPLICATION AND/OR APPEAL MAY BE DENIED.**

REQUIRED MATERIALS

- 1. **SIGNED AND NOTARIZED ORIGINAL APPLICATION/APPEAL FORM**
Answer all questions completely and include a clear, detailed description of your zoning relief proposal. SUBMITTED
YES NO
- 2. **SCALED SITE PLAN**
Ten (10) copies of Scaled Plans representing the zoning relief sought (A MINIMUM SCALE OF 1 INCH = 20 FEET IS STRONGLY RECOMMENDED) SUBMITTED
YES NO

SCALED SITE PLAN with North arrow showing the lot in question and if any:

- Existing buildings;
- Proposed construction and use of indoor and outdoor areas;
- Existing and proposed curb cuts, driveways, parking and loading facilities;
- Existing and proposed fences, walls, landscaping and signs;

If you are seeking yard variances within five (5) feet of a property line or a lot split a Class A-2 Survey may be required.

- 3. **FLOOR PLANS AND ELEVATIONS**
Ten (10) copies of the following if applicable N/A SUBMITTED
YES NO
SCALED FLOOR PLAN of each floor including use of all floor area.
SCALED ELEVATIONS for each side, if new construction is proposed.
A MINIMUM SCALE OF 1/8 INCH = 1 FOOT IS STRONGLY RECOMMENDED

For any change in zoning use classification under the state building code (BOCA), or for any construction costing more than \$25,000, an Architect or Engineer **must** prepare your plans on a Class A-2 Survey base.

- 4. **OTHER INFORMATION**, as necessary to clearly define the nature of the zoning relief or Special Exception sought such as:
 - Days and hours of operation
 - Provisions for Employee Parking
 - Number of Employees
 - Signs

NOTE: Required Materials are to be submitted as follows:
a.) The Original Application form and b.) ALL copies of plans and other materials sorted, folded and stapled in sets (ten total). SUBMITTED
YES NO

ONCE FILED, FILING FEES(S) FOR YOUR APPLICATION/APPEAL ARE NOT REFUNDABLE

I HAVE READ THIS NOTICE AND UNDERSTAND THAT MY APPLICATION AND/OR APPEAL MAY BE DENIED IF THE MATERIALS REQUIRED TO BE SUBMITTED ARE NOT COMPLETE.

BY:  Signature of Applicant

Date: 11/16 2018

Telephone Number 203-777-5805

SUMMARY OF REQUESTED SPECIAL EXCEPTION:

Section 12(b)(1)d* of the City of New Haven Zoning Ordinance (the "Ordinance") requires one parking space per every eight (8) seats which parking spaces are to be located on the same lot or within 300 feet walking distance. St. Michael's Church Corporation (the "Church" or the "Applicant") is requesting a special exception to allow for 11 parking spaces where 61 are required. Sections 63(d) and 29(i) of the Ordinance allow the Board of Zoning Appeals ("BZA") to hear and grant the requested special exception.

The Church owns 29 Wooster Place, 250 Greene Street, 234 Greene Street, and 240 Greene Street (collectively, the "Church Parcels"). The Church Parcels are depicted on the site plan submitted with the Application. Currently, based on deed descriptions, the Church building/rectory is located on multiple parcels. The Church is proposing a lot line revision which would move the boundary lines between its parcels so that the entire Church building/rectory is located on one newly configured lot. The proposed lot line revision will also remedy the discrepancy between the assessor's map and the survey based on deed descriptions.

The Church is a permitted non-residential use in the RM-2 zone. However, it pre-dates zoning, and is therefore legally non-conforming as to the parking requirements set forth in Section 12(b)(1)d of the Ordinance. It is only the contemplated lot-line revision that triggers an obligation for the Church to now comply with the parking requirements set forth in Section 12(b)(1)d of the Ordinance which requires one space per every eight (8) seats within the Church, which spaces are to be located on the same lot or within 300 feet walking distance. There are nine (9) parking spaces on the proposed lot. The Church also has the right to use four parking spaces in the eastern half of the former Chestnut Street on Sundays and other times when the Conte School is not in session pursuant to an agreement with the City of New Haven recorded in volume 2186, page 497 of the New Haven Land Records (the "Chestnut Street Agreement"). The Church recently conducted a count of all seats within the Church and has determined that there are 484 seats. As such, Section 12(b)(1)d of the Ordinance currently requires 61 parking spaces.

Under the proposed lot line revision, the Church will have nine (9) striped parking spaces on the newly configured 29 Wooster Place lot. The Church will also have the exclusive use of 2 handicap spaces located on abutting Church Parcels within 300 feet by way of a permanent easement that it will reserve upon any sale of the abutting Church Parcels. As noted above, the Church will maintain the permanent right to use the four parking spaces located on the eastern half of the former Chestnut Street. The Church also has the right to use 20 parking spaces at Iovanne Funeral Home Inc.'s parking lot located at 11 Wooster Place. See attached letter from Iovanne Funeral Home Inc. dated November 12, 2018.

Finally, and perhaps most significantly, the Church will lease 25 additional parking spaces at the nearby St. Andrew Apostle Society lot at 515-523 Chapel Street. A proposed lease is attached. The location of all the foregoing parking spaces is identified on the attached aerial photo. Therefore, after the proposed lot line revision, the Church will have access to a total of 66 parking spaces.

REQUEST AND QUALIFICATIONS FOR GRANTING OF SPECIAL EXCEPTION LESSENING PARKING REQUIREMENT FOR THE CHURCH TO 9 PARKING SPACES:

The Applicant is requesting a special exception as to the required number of parking spaces. The Board has the power pursuant to section 29(i) to lessen the parking requirements upon a finding that either "particular circumstances" or "mitigative measures" qualify such action. The Applicant submits that the following "particular circumstances" and "mitigative measures" most certainly qualify for the granting of a special exception allowing the Church 11 parking spaces where 61 are required:

The Church has been located at 29 Wooster Place for over a century. Church goers have always parked on the streets surrounding and adjacent to Wooster Square when attending services at the Church. There has never been a Church parking lot to accommodate the parishioners. Wooster Square is an extremely walkable area and some of the attendees of masses walk to the Church. As such, the Church clearly has "significant levels of pedestrian access," which is one of the enumerated "particular circumstances" set forth in Section 29(i) which justifies the BZA's granting of a special exception.

The existing parking requirement is based upon a maximum seating capacity of 484 parishioners. The Church has not had close to 484 parishioners in 25 years. Currently, the Church estimates that it has 125 people per weekend mass (one mass on Saturday night and one on Sunday). If the parking requirement were based upon average attendance level, which has notably and markedly declined at the Church in the last several years, only 15 parking spaces would be required.

There is no change to the use and/or arrangement of the structures on 29 Wooster Place. The Church is proposing a lot line revision so that the Church building will be located only on 29 Wooster Place and to remedy the discrepancy between the assessor's map and survey. There is no material change to the site's size and/or shape, no effect on traffic patterns, no change to the nature of the surrounding area, and nothing that would impair its present and future development.

As noted above, the Church will enter into a long-term lease with Saint Andrew Apostle Society for use of 25 parking spaces at the nearby lot at 515-523 Chapel Street (the "Saint Andrew Lot").

THE GRANTING OF THE REQUESTED SPECIAL EXCEPTIONS IS IN ACCORD WITH THE PUBLIC CONVENIENCE AND WELFARE TAKING INTO ACCOUNT THE CRITERIA OF SECTION 63(d) OF THE ORDINANCE:

Section 63(d)(3) of the Ordinance provides that the BZA may grant a special exception only where it finds that the proposal is in accord with the public convenience and welfare after taking into account, where appropriate:

- a. The nature of the proposed site, including its size and shape and the proposed size, shape and arrangement of structures;
- b. The resulting traffic patterns and adequacy of proposed off-street parking and loading;
- c. The nature of the surrounding area and the extent to which the proposed use or feature might impair its present and future development;

- d. The proximity of dwellings, churches, schools, public buildings and other places of public gathering;
- e. All standards contained in this ordinance; and
- f. The comprehensive plan of the City of New Haven, and other expressions of the purpose and intent of this ordinance.

Nature of the Proposed Site: The Church lot is located on the east side of Wooster Place, just south of the intersection with Greene Street and adjacent to the northeast corner of Wooster Square. The 27,379 square foot lot proposed at 29 Wooster Place contains a 16,500 square foot church with an attached rectory. As noted above, the Church lot contains 9 parking spaces. The Church will retain the right to exclusive use of the two handicap spaces on the adjacent Church Parcels, and pursuant to the Chestnut Street Agreement, the Church has the right to use 4 parking spaces located on the eastern half of the former Chestnut Street on Sundays and other times when the Conte School is not in session. Lastly, the Church will have the ability to use 45 parking spaces at the Iovanne Funeral Home Lot and The Saint Andrew Lot. The Church operates at levels well below capacity with the average number of attendees at its two weekend masses (one Saturday evening and one Sunday morning) being 125. As noted above, if the parking requirement were based upon average attendance, only 15 spaces would be required.

The proposed lot line revision is a modest and minor change in the site boundaries and it otherwise complies with all zoning requirements. Importantly, the proposed lot line revision will result in the entire church structure being located within the boundaries of the lot. There is no change whatsoever to the use or the building on the lot. The minor change to the size and shape of the lot are not material.

Resulting Traffic Patterns: The proposed Special Exception will not result in any increase in traffic. In fact, the parking situation is markedly and substantially improved from what presently exists given the lease of parking spaces at the Saint Andrew Lot and the permission to use 20 spaces in the Iovanne Funeral Home lot. Under the proposed lot line revision and special exception, the Church will have access to 60 total parking spaces. The Church is accessible by nearby bus routes and a rail station. It is adjacent to Historic Wooster Square and in the heart of a neighborhood that is completely walkable. Since there is no change of use at the site whatsoever, and since there will be access to 45 additional spaces, there will be no negative effect on traffic patterns. Indeed, the traffic and parking situation in the area will be improved by the proposal.

Nature of the Surrounding Area: The property is located in the residential heart of the Wooster Square neighborhood. It is a mixed-use area but consists of primarily multifamily dwellings and single-family dwellings. The area has been and continues to be a walking neighborhood and it is served by a substantial amount of on-street parking.

CONCLUSION:

Given the foregoing, the special exception being requested is clearly in accord with the public convenience and welfare when considering the foregoing criteria. The proposed lot line revision and

special exception needed to effectuate it most definitely promote future development since it brings about clear and well-planned site boundaries consistent with tax parcels and their current use.

*Section 12(b)(1)d is applicable by way of Section 14(b)(1) and Section 13(b)(1)

To all People to whom these Presents shall come—GREETING:

Know Ye, That

By the First Baptist Society in New Haven and Ecclesiastical Corporation... under the laws of the State of Connecticut...

For the consideration of one dollar and other valuable considerations... received to the full satisfaction of said Corporation...

do give, grant, bargain, sell and confirm unto the said Corporation... the St. Michael's Church Corporation... into its successors and assigns forever...

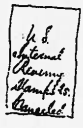
Which she here organ and all the carpets, seats and cushions, in the upper audience room of the Church... until December 1st 1892

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof unto the said grantee and his successors... heirs and assigns forever...

And Furthermore, the said grantor... forever, to WARRANT and defend the above granted and bargained premises to his successors...

IN WITNESS WHEREOF, we have hereunto set hand and seal this twenty ninth day of September A. D. 1892...

Frank D. Russell, Notary Public



Frederick A. Betts, Agent of the First Baptist Society in New Haven

State of Connecticut, NEW HAVEN COUNTY, ss. NEW HAVEN, September 30th 1892

Personally appeared Frederick A. Betts, Agent of the First Baptist Society in New Haven, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his and the free Act and Deed, before me,

Justice of the Peace, Notary Public, Commissioner of the Superior Court, for New Haven County

To all People to whom these Presents shall come, GREETING:

Know Ye, That We, Stanislae Esposito and Maria Esposito, husband and wife, both of the Town of New Haven, in the County of New Haven, and State of Connecticut,

For the consideration of One Dollar and other valuable considerations, received to our full satisfaction of The St. Michael's Church Corporation of New Haven, an ecclesiastical Corporation organized under and pursuant to the laws of the State of Connecticut, located in said Town of New Haven,

do give, grant, bargain, sell and confirm unto the said The St. Michael's Church Corporation of New Haven, and unto its successors and assigns forever, all that certain piece or parcel of land, with the buildings and all other improvements thereon, situated in the Town of New Haven, in said County and State, known as #248-264 Greene Street, bounded:

North by Greene Street, one hundred and fourteen feet, ten inches, more or less; East by land formerly of Abraham Heaton, one hundred and fifty feet, more or less; South by land formerly of William H. Russell, twenty-seven and one-half feet, more or less; West by land now or formerly of The St. Michael's Church Corporation of New Haven, ninety feet, more or less; South again by land now or formerly of said The St. Michael's Church Corporation of New Haven, eighty-nine feet, four inches, more or less; West again in part by land formerly of Maria Grazia Palmieri, more lately of Joseph Santillo, and in part by land now or formerly of Maria DeMarsilus, in all, fifty-nine feet, five inches, more or less.

Said premises are subject to building lines if established, and all provisions of any zoning ordinance or regulation enacted by the City of New Haven, a mortgage for \$15,000. to Connecticut Savings Bank of New Haven, one-half the taxes on the List of 1928, taxes on the List of 1929, which mortgage and said taxes said grantee assumes and agrees to pay as part of the consideration for this deed.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof unto the said grantee, and unto its successors heirs and assigns forever, to its and their proper use and behoof. AND ALSO, we the said grantors, do for ourselves, our heirs, executors and administrators, covenant with the said grantee its successors heirs and assigns, that at and until the encasing of these presents, we are well seized of the premises as a good indefeasible estate in Fee Simple; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as above written.

And Furthermore, we the said grantor s, do by these presents bind ourselves and our heirs forever to WARRANT and defend the above granted and bargained premises to its successors heirs and assigns against all claims and demands whatsoever, except as above written.

IN WITNESS WHEREOF we have hereunto set OUR hand s and seal s this 29th day of July, A. D. 1929.

Signed, sealed and delivered, } in presence of

Cataldo Massa
Louis S. Loeb

his Stanislae (+) Esposito mark (L. S.)
her Maria (+) Esposito mark (L. S.)

STATE OF CONNECTICUT, NEW HAVEN COUNTY, ss. NEW HAVEN, July 29th, 1929.

Personally appeared, Stanislae Esposito and Maria Esposito, Signer s and Sealers of the foregoing instrument, and acknowledged the same to be their free Act and Deed, before me.

Carleton H. Stevens,

To all People to whom these Presents shall come--Greeting:

vol. 1734 PAGE 333

Know Ye, That We, Andrew Rossellino and Christina Rossellino, husband and wife, both of the Town of New Haven, in the County of New Haven and State of Connecticut,

For the consideration of One dollar and other valuable considerations, received to our full satisfaction of St. Michael's Church Corporation, an ecclesiastical corporation organized under and pursuant to the laws of the State of Connecticut, and located in the Town of New Haven, in the County of New Haven and State of Connecticut, do give, grant, bargain, sell and confirm unto the said St. Michael's Church Corporation, and unto its successors and assigns forever, all that certain piece or parcel of land, with the buildings and all other improvements thereon, situated in the Town of New Haven, in the County of New Haven and State of Connecticut, known as #142-144 Chestnut Street, and bounded:

East by Chestnut Street, 50 feet, more or less;

North by land now or formerly of Abraham Heaton and A. Pierpont, 132 feet, more or less;

West by land now or formerly of The New Haven Savings Bank, 50 feet, more or less;

South by land now or formerly of The New Haven Savings Bank, 132 feet, more or less;

Said premises are subject to building lines if established, all laws, ordinances or governmental regulations, including building and zoning ordinances affecting said premises, and 1/2 of the taxes on list of 1951, which taxes said grantee hereby assumes and agrees to pay as part of the consideration for this deed;

To have and to hold the above granted and bargained premises, with the appurtenances thereof unto the said Grantee, and unto its successors heirs and assigns forever, to its and their proper use and behoof. And also, We the said grantors do for our selves, our executors and administrators, consent with the said grantee, its successors and assigns, that at and until the creating of these presents, we are well seized of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same in manner and form as above written; and that the same is free from all circumstances whatsoever, except as above written.

And Furthermore, we, the said grantors do by these presents bind our selves and our heirs forever to Warrant and defend the above granted and bargained premises to it the said grantee, its successors heirs and assigns, against all claims and demands whatsoever, except as above written.

In Witness Whereof, We have hereunto set our hands and sealed this 21st day of April, A. D. 1952.

Signed, sealed and delivered in presence of

Edward Fungo
Daniel Adams

Andrew Rossellino (SEAL)
Christina Rossellino (SEAL)



To all People to whom these Presents shall come—Greeting:

W. 1760 Vol. 243

Know Ye, That I, Josephine Spose, widow, of the Town of New Haven, County of New Haven, State of Connecticut,

For the consideration of one dollar and other valuable considerations, received to my full satisfaction of St. Michael's Church Corporation of New Haven, an ecclesiastical corporation organized under and pursuant to the laws of the State of Connecticut, located in the Town of New Haven, in said County and State,

do give, grant, bargain, sell and confirm unto the said St. Michael's Church Corporation of New Haven, and unto its successors and assigns forever, all that certain piece or parcel of land, with the buildings and all other improvements thereon, situated in the Town of New Haven, in said County and State, known as #25 Wooster Place, bounded:

- West by Wooster Place, 25 feet, 9 1/2 inches, more or less;
- South by land now or formerly of The Swedish Evangelical Emanuel Church of New Haven, 161 feet, more or less;
- East by land now or formerly of New Haven Savings Bank, 24 feet, 2 1/2 inches, more or less;
- North by land now or formerly of Maria Conte, 183 feet, more or less, by a straight line along the center line of the division wall separating the property herein described from the premises known as #27 Wooster Place, and the extension of this center line to the east and west;

Being the premises conveyed to Antonio Spose and Josephine Spose, husband and wife, and the survivor of them, by deed dated October 10, 1939, recorded in Volume 1387 on Page 553 of the New Haven Land Records; said Antonio Spose, alias Anthony Spose, died on July 6, 1944;

Said premises are subject to building lines if established, all laws, ordinances or governmental regulations, including building and zoning ordinances, affecting said premises; such party wall rights as may exist; and taxes on the list of 1952, which taxes said grantee hereby assumes and agrees to pay as part of the consideration for this deed.

To have and to hold the above granted and bargained premises, with the appurtenances thereof unto the said Grantee, and unto its successors, heirs and assigns forever, to its and their proper use and behoof. And also, I, the said grantee, do for my self, my heirs, executors and administrators, covenant with the said grantee, its successors, heirs and assigns, that at and until the executing of these presents I am well seized of the premises as a good indefeasible estate in Fee Simple; and have good right to bargain and sell the same in manner and form as above written; and that the same is free from all incumbrances whatsoever, except as above written;

And furthermore, I, the said grantee, do by these presents bind my self and my heirs forever to Warrant and defend the above granted and bargained premises to it the said grantee, its successors, heirs and assigns, against all claims and demands whatsoever, except as above written;

In Witness Whereof, I have hereunto set my hand and seal this 5th day of December, A. D. 1952.

Signed, sealed and delivered in presence of

John P. Peto
George P. Peto



Josephine Spose (SEAL)



Vol. 1760 PAGE 244

State of Connecticut,
New Haven County,

ss.

New Haven,

December 5,

1952

Personally appeared, Josephine Spore,

Signed and Sealed of the foregoing instrument and acknowledged the same to be her
free act and deed, before me,

[Signature]
Notary Public

St. Michael's Church Corporation
of New Haven

from

Josephine Spore

Warranty Deed

Received for Record

at 1 2 4 3 P. M., and

Recorded in Vol. on Page

of NEW HAVEN Land Records

by

Town Clerk

RECORDED
1952

CLARK HALL PECK
ATTORNEYS AND COUNSELORS AT LAW
129 CHURCH STREET
NEW HAVEN,
CONN.

md.

To all People to whom these Presents shall come--Greeting:

Know Ye, That I, Elizabeth Conte, wife of John H. Conte, to whom I was married after April 20, 1877, of the Town of Hamden, in the County of New Haven, State of Connecticut,

For the consideration of one dollar and other valuable considerations, received to my full satisfaction of St. Michael's Church Corporation of New Haven, an ecclesiastical corporation organized under and pursuant to the laws of the State of Connecticut, located in the Town of New Haven, in said County and State, do give, grant, bargain, sell and confirm unto the said St. Michael's Church Corporation of New Haven, and unto its successors and assigns forever, all that certain piece or parcel of land, with the buildings and all other improvements thereon, situated in the Town of New Haven, County of New Haven, State of Connecticut, known as #27 Wooster Place, bounded:

West by Wooster Place, 26 feet, 2 inches, more or less; North by land now or formerly of the First Baptist Church, 164 feet, 7 inches, more or less; West again by land formerly of said First Baptist Church, 8 feet, more or less; North again by land formerly of Abraham Heaton, 18 feet, 7 inches, more or less; East in part by land now or formerly of John Boyce, and in part by land now or formerly of New Haven Savings Bank, in all, 30 feet, 9 inches, more or less; said east line being a straight line; South by land now or formerly of Antonio Spose and Guisepina Spose, 183 feet, more or less, by a straight line along the center line of the division wall separating the property herein described from the premises known as #25 Wooster Place, and the extension of this center line to the east and west;

Said premises are subject to building lines if established, all laws, ordinances or governmental regulations, including building and zoning ordinances, affecting said premises; such party wall rights as may exist; and taxes on list of 1952, which taxes said grantee hereby assumed and agrees to pay as part of the consideration for this deed;

To have and to hold the above granted and bargained premises, with the appurtenances thereof unto the said Grantee, and unto its successors heirs and assigns forever to its and their proper use and behoof. And also, I, the said grantee, do for my self, my heirs, executors and administrators, covenant with the said grantee, its successors heirs and assigns, that at and until the conveying of these presents I am well seized of the premises as a good indefeasible estate in Fee Simple; and have good right to bargain and sell the same in manner and form as above written; and that the same is free from all circumstances whatsoever, except as above written;

And Furthermore, I, the said grantee, do by these presents lend my self and my heirs forever to Warrant and defend the above granted and bargained premises to its the said grantee, its successors heirs and assigns, against all claims and demands whatsoever, except as above written;

In Witness Whereof, I have hereunto set my hand and seal this 5th day of December, A. D. 1952.

Signed, sealed and delivered in presence of

John Preto
Joseph...

Elizabeth Conte (SEAL)



To all People to whom these Presents shall come; GREETING: Know Ye, That I, Maria Grazia DeAngelis, widow of Donato DeAngelis, of the Town of New Haven, in the County of New Haven, and State of Connecticut,

For the consideration of One Dollar and other valuable considerations, received to my full satisfaction of St. Michael's Church Corporation of New Haven, an ecclesiastical Corporation, organized under and pursuant to the laws of the State of Connecticut, located in the Town and County of New Haven, and State of Connecticut, do give, grant, bargain, sell and confirm unto the said St. Michael's Church Corporation of New Haven, and unto its successors and assigns forever, all that certain piece or parcel of land, with the buildings and all other improvements thereon, situated in said Town of New Haven, known as #244 Greene Street, bounded:

North by Greene Street, 26 1/2 feet, more or less; East by land formerly of Maria Costanzo, more lately belonging to said St. Michael's Church Corporation of New Haven, 150 feet, more or less; South by land now or formerly of Michael Gevirtz and Rosie Gevirtz, 26 1/2 feet, more or less; West by land formerly of John Ruff, more lately belonging to said St. Michael's Church Corporation of New Haven, 150 feet, more or less.

Said premises are subject to building lines if established, all laws, ordinances or governmental regulations, including building and zoning ordinances, affecting said premises; a mortgage now amounting to \$2189.02 to Connecticut Savings Bank of New Haven, and one-half of the taxes on the List of 1939, which mortgage to the extent of \$2189.02 and said taxes said grantee hereby assumes and agrees to pay as part of the consideration for this deed.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof unto the said grantee, and unto its successors heirs and assigns forever, to its and their proper use and behoof. AND ALSO, I, do for myself, my heirs, executors and administrators, covenant with the said grantee, its successors heirs and assigns, that at and until the sealing of these presents, I am well seized of the premises as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as above written.

And Furthermore, I, the said grantor, do by these presents bind myself and my heirs forever to WARRANT and defend the above granted and bargained premises to it, its successors heirs and assigns against all claims and demands whatsoever, except as above written.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February, A. D. 1940.

Signed, sealed and delivered, in presence of Charles DeAngelis, Maria Grazia DeAngelis (L. S.), Albert DeAngelis

(U. S. Internal Revenue) (Stamps, \$6.50, canceled)

STATE OF CONNECTICUT, NEW HAVEN COUNTY, ss. NEW HAVEN, February 16th, 1940.

Personally appeared, Maria Grazia DeAngelis, instrument, and acknowledged the same to be her free Act and Deed, before me. Signer and Sealer of the foregoing George Leste Peck, Notary Public,

GRANT OF EASEMENT

W.2186 OR 497

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME -- GREETING:

KNOW YE that Saint Michael's Church Corporation, an ecclesiastical corporation organized and existing under the laws of the State of Connecticut, and located in the Town of New Haven, County of New Haven and State of Connecticut, for the consideration of One Dollar (\$1.00) and other valuable considerations received to its satisfaction from the City of New Haven, a municipal corporation duly organized and existing by and under the laws of the State of Connecticut, located in the Town and County of New Haven, State of Connecticut, does hereby remise, release and forever grant, unto the said City of New Haven and unto its successors and assigns forever, a right-of-way and easement over, in, through and upon a strip of land, hereinafter described, for the purpose of crossing and re-crossing to and from the Corte School and Community Center, in vehicles and on foot, together with the right to build and maintain a driveway and walkway upon the whole of said strip of land, together with the right to install, operate, maintain, protect, replace, connect, and have access to utility lines, sewer pipes, catch basins, manholes, conduits and other conductors and appurtenances thereto, to be owned, operated and maintained by the City of New Haven, its successors and assigns and/or public utility companies.

Said strip of land, hereinafter referred to as the Property, contains 4,465 square feet and is the westerly half of Chestnut Street being bounded northerly by Greene Street and southerly and easterly by land owned by the City of New Haven, and is more particularly bounded and described as follows:

Beginning at a point which is the intersection of the southerly street line of Greene Street with the westerly street line of Chestnut Street;

Thence proceeding southerly in a straight line along the westerly street line of Chestnut Street, a distance of one hundred ninety eight and eighty seven one-hundredths (198.87) feet to a point, said point being at the south easterly corner of land now or formerly of St. Michael's Church Corporation;

Thence proceeding easterly in a straight line which is the easterly extension of the southerly line of property to be conveyed by the City of New Haven to St. Michael's Church Corporation, said line making an interior angle of eighty nine (89) degrees, forty seven (47) minutes and forty four (44) seconds with the last described line, a distance of twenty two and fifty one-hundredths (22.50) feet;

Thence proceeding northerly in a straight line along the center line of Chestnut Street which is twenty two and fifty one-hundredths (22.50) feet perpendicularly distant from and parallel to the westerly street line of Chestnut Street, said line making an interior angle of ninety (90) degrees, twelve (12) minutes and sixteen (16) seconds with the last described line, a distance of one hundred ninety eight and eight one-hundredths (198.08) feet to a point, said point being on the easterly extension of the southerly street line of Greene Street;

Thence proceeding westerly in a straight line along the said easterly extension of the southerly street line of Greene Street which makes an interior angle of ninety one (91) degrees, forty eight (48) minutes and forty six (46) seconds with the last described line, a distance of twenty two and fifty one-hundredths (22.51) feet to the point of beginning, said line making an interior angle of eighty eight (88) degrees, eleven (11) minutes and fourteen (14) seconds with the said westerly line of Chestnut Street;

Said above described piece of parcel of land being bounded:

Northerly by Greene Street;
Westerly by land now or formerly of St. Michael's Church Corporation;
Southerly and Easterly by land now or formerly of the City of New Haven, more formerly known as Chestnut Street, said street to be abandoned;

Reference is hereby made to a map made by Clarence Blair Associates, Incorporated, Civil Engineers and Land Surveyors of New Haven, Connecticut, entitled, "Map Showing, Revised Property Lines, City of New Haven, and Saint Michael's Church Corporation, New Haven, Connecticut" Scale 1" equals 40', dated August 13, 1962, a copy of which map shall be filed together with this document in the New Haven Land Records.

The above described right-of-way and easement is granted subject to the following restrictions, covenants and agreements:

1. The said Grantee shall build and maintain a driveway and walkway upon the Property.
2. The said Grantee will and hereby shall allow the Grantor full use of said driveway and walkway which said Grantee shall construct upon the Property.

WL 2186 REG 499

3. The Grantee shall save the Grantor harmless from any liability, loss, cost, damage or expense whatsoever which the Grantor may suffer or incur arising out of the Grantee's use, maintenance and operation of the Property and of the improvements constructed thereon, and the Grantee shall undertake to defend the Grantor from any prosecution, action, suit or other claim or demand, which shall arise out of the Grantee's use, maintenance and operation of the Property and of the improvements constructed thereon.

4. The Grantor will and shall be allowed to use such parking facilities as the said Grantee may construct on the eastern half of said portion of Chestnut Street adjacent the Property on Sundays and at such other times as the Conte School is not in session.

5. The Grantee will and shall maintain the property and the improvements constructed thereon in good repair.

TO HAVE AND TO HOLD the above granted and bargained premises unto the City, its successors and assigns forever.

IN WITNESS WHEREOF on this 12th day of July, 1963

Saint Michael's Church Corporation hath caused this grant-of-estate to be executed and delivered and its corporate seal to be hereto affixed in its behalf by Rev. James J. [unclear] of St. Michael's, who is duly authorized and empowered.

Signed, Sealed and Delivered in the presence of:
Rev. James J. [unclear]
Joseph [unclear]

Saint Michael's Church Corporation
By Rev. James J. [unclear]

The City of New Haven, acting by and through the Board of Education of the City of New Haven and the Superintendent of Schools, who are duly authorized and empowered, hereby accepts this grant-of-estate.

Signed, Sealed and Delivered in the presence of:
John E. [unclear]
Louis G. [unclear]

City of New Haven acting by and through the Board of Education of the City of New Haven
By [unclear]
Superintendent of Schools

Vol. 2186 Page 500

STATE OF CONNECTICUT }
COUNTY OF NEW HAVEN } ss.

New Haven, July 1, 1963.

Personally appeared Rev. Francis M. Mueser aforesaid, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such pastor, and the free act and deed of the Church of Saint Michael's Church Corporation before me.

Joseph E. Paul
Commissioner of the Superior Court

STATE OF CONNECTICUT }
COUNTY OF NEW HAVEN } ss.

New Haven, June 28, 1963.

Personally appeared Laurence G. Paquin aforesaid, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such Superintendent of Schools, and the free act and deed of the City of New Haven and the Board of Education before me.

Joseph E. Paul
Commissioner of the Superior Court

SAINT MICHAEL'S CHURCH CORPORATION
UNFO
CITY OF NEW HAVEN

RECEIVED FOR RECORD
JUL 3 1963

10 105
RECORDED IN NEW HAVEN LAND RECORDS
VOL. 2186 PAGE 497

Town Clerk

GRANT OF EASEMENT

4908

JUL 3 1963

map filed approx 22-1-1963
map New Haven 1-1-1963

Iovanne Funeral Home, Inc.

DIRECTORS

E. WILLIAM IOVANNE
WILLIAM G. IOVANNE
ANGELINE T. IOVANNE
CLIFFORD W. LYNCH

11 WOOSTER PLACE
NEW HAVEN, CT 06511
203.865.8961
FAX: 203.772.2271
WWW.IOVANNE.COM

November 12, 2018

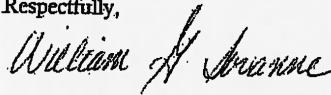
Fr. Robert Roy, Pastor
St. Michael Church Corporation
29 Wooster Place
New Haven, Connecticut 06511

RE: Parking spaces

Dear Fr. Roy:

I am the owner of Iovanne Funeral Home, Inc., 11 Wooster Place, New Haven, Connecticut. As we discussed, as the owner of said property, I will allow the parishioners of St. Michael Church to use approximately 20 parking spaces in my parking lot during church services. This permission applies only to the parishioners of St. Michael during such time that St. Michael Church and the St. Michael Corporation own the Church located at 29 Wooster Place in New Haven, Connecticut. Parishioners of St. Michael have been allowed to park in our lot for many years. I will maintain and insure the parking lot. Please feel free to contact me should you have any questions.

Respectfully,



William G. Iovanne
President
Iovanne Funeral Home, Inc.

PARKING LEASE

THIS PARKING LEASE (this "Lease") is made and executed as of the ____ day of November, 2018 by and between **THE ST. ANDREW APOSTLE SOCIETY, INC.**, Connecticut corporation with an address of 515 Chapel Street, New Haven, Connecticut 06511, hereinafter referred to as "Landlord", and **ST. MICHAEL'S CHURCH CORPORATION**, a Connecticut corporation with an address at 29 Wooster Place, New Haven, Connecticut 06511, and hereinafter collectively referred to as "Tenant".

RECITALS

A. Landlord is the owner of that certain real property located in the City of New Haven, County of New Haven, State of Connecticut, said property being located at 515-523 Chapel Street (the "Landlord Property"), upon which there is constructed a parking lot (said lot, as the same may be expanded, modified, reconstructed and/or replaced, the "Lot").

B. Tenant is the owner of that certain real property located in the City of New Haven, County of New Haven, State of Connecticut located at 29 Wooster Place, New Haven, Connecticut (the "Tenant Property").

C. Tenant desires to obtain a leasehold on the Landlord Property for (i) vehicle parking and (ii) pedestrian and vehicular access, ingress and egress over portions of the Landlord Property and Landlord is willing to grant same, all upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby covenant and agree as follows:

1. **Parking Lease.**

A. Landlord hereby leases (the "Parking Lease") to Tenant, its successors and assigns, as the owner of the Tenant Property, for the benefit of the Tenant Property, for the term of this Lease, exclusive access and use of twenty-five (25) parking spaces for Saturday and Sunday masses as well as holiday masses. Tenant's rights are subject to temporary interruption from time to time based on repairs, repavement, restriping, maintenance and snow removal requirements, which shall all be the responsibility of Landlord; provided, however, that Landlord shall be obligated to use commercially reasonable efforts to minimize any such interruption.

B. Landlord shall take or cause to be taken such action as may be reasonably necessary from time to time to assure that Tenant shall have reasonable access to and from, and use of, the Lot subject to the terms of this Lease.

C. Landlord covenants and agrees that it shall, at Landlord's expense, at all times, (i) maintain the Lot generally in good condition and repair, subject to fire or other casualty or other

events reasonably beyond Landlord's control, (ii) maintain the Lot as a parking facility in a manner substantially similar to that in which it operates and maintains the Lot at the time of the execution and delivery of this Parking Lease, and (iii) comply, in all material respects, with any and all laws, rules and regulations applicable to the Lot and the use and operation thereof.

D. Landlord further reserves the right to relocate, reconstruct, restripe, expand and/or reconfigure the parking spaces located within the Lot, provided the same does not materially or unreasonably interfere with, impair or reduce Tenant's rights as described herein.

2. **Rent.**

Tenant shall pay Ten Dollars (\$10.00) for the entire term of this Lease as the same may be extended.

3. **Term/Option to Extend.**

The term of this Lease shall be ten (10) years commencing _____, 2018 and expiring _____, 2028. Tenant shall have one (1) ten (10) year option to extend this lease. Tenant shall notify Landlord of its exercising of this option on or before _____, 2028. Landlord shall have the right to terminate this Lease upon written notice if and when St. Michael's Church and Parish cease operations at 29 Wooster Place, New Haven, Connecticut.

4. **Notices.**

Wherever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to or on the other, such notice or demand shall be deemed duly given or served if, and shall not be deemed duly given or served unless, in writing and mailed by registered or certified mail, return receipt requested, or sent by Federal Express or comparable private delivery service which provides proof of delivery, addressed to the addresses set forth in the opening paragraph of this Lease. The time at which any notice or demand shall be deemed given or served shall be the time at which such notice or demand is delivered, whether or not such delivery is refused. Any notice may also be delivered personally.

5. **Miscellaneous.**

A. The covenants and agreements herein made shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

B. This Lease may not be changed orally and may be changed only by an agreement in writing signed by the party against whom enforcement of any such change is sought. There are no oral agreements between Landlord and Tenant affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties hereto with respect to the subject matter hereof and none thereof shall be used to interpret or construe this Lease.

C. No breach of the provisions of this Lease shall entitle any party to cancel, rescind or otherwise terminate this Lease, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Lease. No breach of the provisions of this Lease shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of the Landlord Property or the Tenant Property, and any improvements thereon.

D. Nothing contained in this Lease shall be deemed to be a gift or dedication of any portion of the Landlord Property or the Tenant Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns and that nothing in this Lease, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Lease.

E. No delay or omission of any party in the exercise of any right accruing upon any default of any other party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Lease by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Lease. Except as otherwise specifically provided in this Lease, (i) no remedy provided in this Lease shall be exclusive, but each shall be cumulative with all other remedies provided in this Lease, and (ii) all remedies at law or in equity shall be available.

F. This Lease may be executed in identical counterparts, each of which shall, collectively, constitute but one document.

6. **Estoppel.**

Upon demand of any Party ("Requesting Party"), the other party shall execute and deliver, from time to time, a certificate confirming, if such then be the fact, (i) that this Lease is in full force and effect, (ii) that the Party executing the certificate knows of no existing defaults by the Requesting Party under this Lease, or if such defaults are known, specifying the same and (iii) the status of any other matter regarding this Lease reasonably requested by Requesting Party.

7. **Mortgages.**

No mortgagee under any mortgage on any portion of the Lot shall have any liability to any party for default of its mortgagor under this Lease, but such mortgagee shall be bound by the other provisions of this Lease accruing from and after any acquisition by it of any interest in the Lot.

8. **Notice of Lease.**

The parties agree, upon request from one to the other, to execute and record a Notice of Lease in accordance with Connecticut General Statutes Section 47-19.

P
/

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their corporate seals to be affixed hereto, the day and year first above written.

WITNESSES

Landlord

By: _____

Its:

Tenant

By: _____

Its:

STATE OF CONNECTICUT)
) ss: _____, 2018
COUNTY OF NEW HAVEN)

On this the ____ day of _____, 2018, before me,
_____, the undersigned officer, personally appeared
_____, _____ of **Landlord** known to me (or satisfactorily
proven) to be the person whose name is subscribed to the within instrument and acknowledged
that he executed the same for the purposes therein contained, as his free act and deed as such ____
_____, and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of Superior Court
Notary Public

STATE OF CONNECTICUT)
) ss: _____, 2018
COUNTY OF NEW HAVEN)

On this the ____ day of _____, 2018, before me,
_____, the undersigned officer, personally appeared
_____, _____ of **Tenant**, known to me (or satisfactorily proven)
to be the person whose name is subscribed to the within instrument and acknowledged that he
executed the same for the purposes therein contained, as his free act and deed as such Manager,
and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

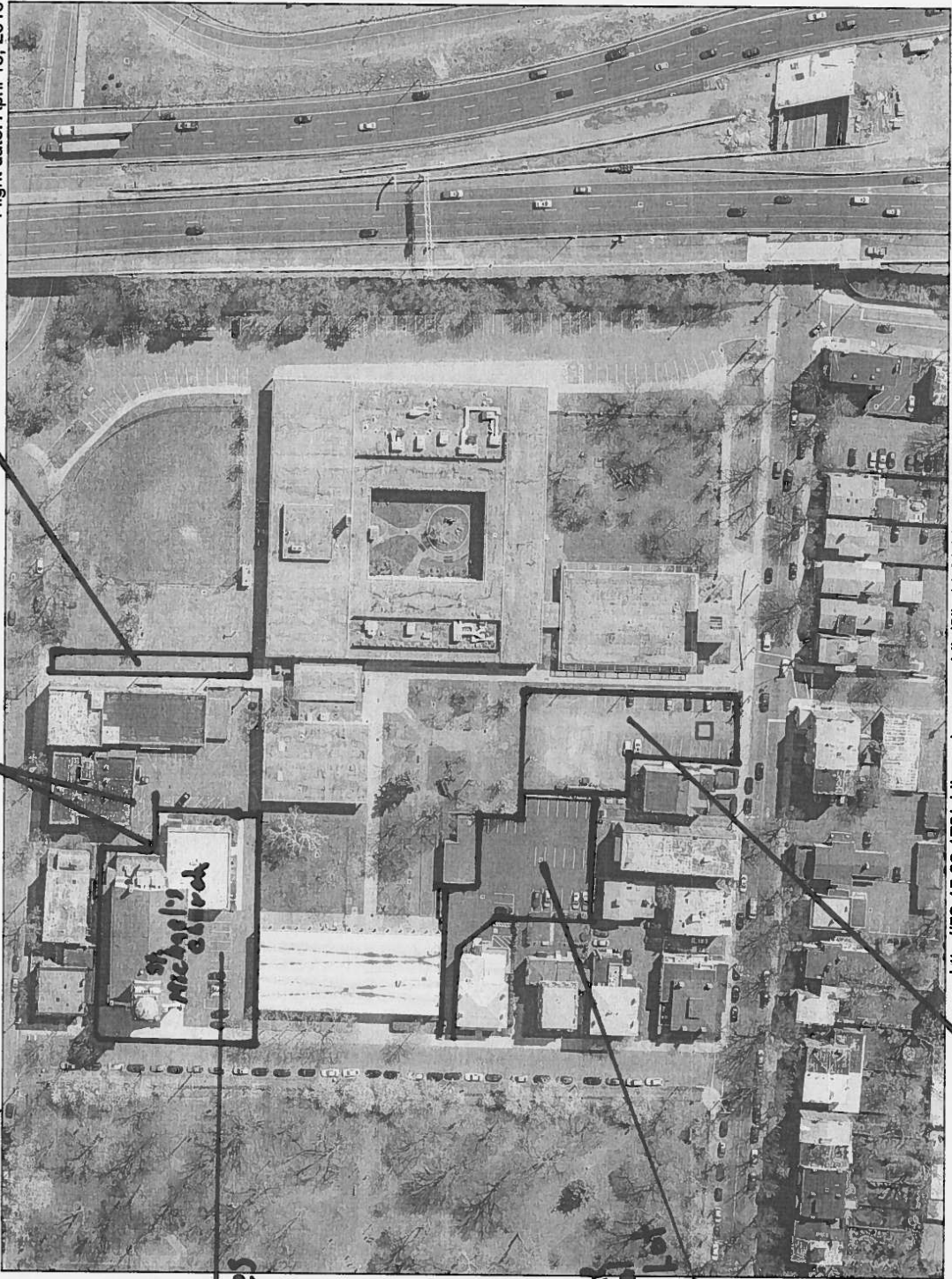
Commissioner of Superior Court
Notary Public

\\sbsserver\public\doc\18 7501-7550\187526 St. Michael's Church RE Zoning Issues\Special
Exception\Parking Lease - Saint Andrew Lot.doc

Sanborn Oblique Viewer
Flight date: April 15, 2016

Handicap Spaces (2)

Conte School Lot (4)



Site
Site
Spaces
(9)

10 Handicap
Function
Lot
110 MC
(20)

http://52.45.89.178/obliqueviewer_public/?ll=41.304486,-72.915655&zoom=19

Saint Andrews Lot (25)