



STAFF REPORT

Staff Contact: Gary Haynes, Planner

OFFICE OF COMMUNITY DEVELOPMENT

Tel: (860) 652-7510

Email: planning@glastonbury-ct.gov

Meeting Date: March 5, 2024	Submittal Date: February 14, 2024
Agenda Item: Public Hearing #1	Date of Receipt: February 20, 2024
	Application Type: Section 12 Special Permit

Proposal Address:
972 Main Street

Applicant: Barbara Theurkauf

Owner: Historical Society of Glastonbury

Proposal:
Special Events to be held in Tent or Tobacco Barn

Zone: Village Residential Zone

Existing Land Use:
Museum

Attached for Review:

- Draft Motion
- Department Memos
- Applicant Packet / Plan Set

Executive Summary

- The Historical Society is looking to get approval for Special Permit to allow Special Events at the property in either an open air tent or inside on site Tobacco Barn.
- The property is 2.46 acres and is zoned Village Residential.
- Events will be held April 1st to October 31st. Of the 30 weekends available for events, the applicant has potential for 12 weekends per year that are not committed dates for other events being held by the Historical Society.
- Maximum capacity of events will be limited to 120 table seats.
- Events will end prior to 10pm, with indoor music allowed until 9pm, and outdoor music until 8pm.
- The applicant has established a License Agreement with Saint's Isidore and Maria Parish to accommodate parking for special events.
- No portable outdoor lighting will be allowed.



Site Description

The site is 2.46 acres and is zoned Village Residential.



Proposal

The applicant is applying for Special Permit to have limited special events on site either in an area designated for tent to be set up or inside the existing Tobacco Barn on site. Events will be limited to April 1st to October 31st and of the 30 weekends available only 12 weekends are available that are not already committed to events being held by the Historical Society. Maximum capacity of the events will be limited to 120 table seats. Events will be held no later than 10pm with music being limited for indoor events (Tobacco Barn) to 9pm and outdoor events (Tent) to 8pm. Parking is available on site and for larger events the property owner has secured a license agreement with Saint's Isidore and Maria Parish located next door to share parking. There is a path available connecting the Historical Society property and the church that people in attendance of an event can use to get to and from the adjacent parking lot. No portable/temporary outdoor lighting will be allowed. The applicant has located on their site plan a proposed location for the tent and porta potties to be located by the renters and immediately removed after the event.

Planning and Zoning Comments

Because there are surrounding residential uses the applicant has gone over their proposal with their neighbors to address community concerns regarding nuisances such as noise, traffic, hours of operation etc. It is a recommendation that the commission include these limitations as conditions of approval to help minimize and limit the disturbance to the neighboring residential area. I have included these recommended conditions in the draft motion for consideration of the commission.



Town of Glastonbury

Community Development

DRAFT MOTION OF APPROVAL

TOWN PLAN AND ZONING COMMISSION

SECTION 12: SPECIAL PERMIT

Historical Society of Glastonbury
c/o Barbara Theurkauf
2027 Main Street
Glastonbury, CT 06033

RE: 972 Main Street

MOVED, that the Town Plan & Zoning Commission approve the application of the Historical Society of Glastonbury for a Section 12 Special Permit – to allow special events & rentals at the Welles-Shipman-Ward House Property – 972 Main Street – Village Residential Zone – Historical Society of Glastonbury owner, in accordance with the plans on file with the Office of Community Development and the following conditions:

1. Adherence to:
 - a. The Police Department memorandum, dated February 22, 2024.
 - b. The Health Department memorandum, dated February 23, 2024.

2. With the following Conditions:
 - a. Events be limited to April 1st to October 31st with no more than 12 weekends per year to allowed to schedule special events.
 - b. The maximum capacity of events to be 120 table seats.
 - c. Events to end no later than 10pm, with music for indoor events (Tobacco Barn) to end by 9pm and outdoor events (Tent) to end by 8pm.
 - d. No portable/temporary outdoor lighting will be allowed.
 - e. Applicants are only allowed to have special events in the Tobacco Barn or Tent as long as the license agreement for parking is maintained and current with Saint's Isidore and Maria Parish.

APPROVED: TOWN PLAN & ZONING COMMISSION
March 5, 2024

ROBERT J. ZANLUNGO



Memo

February 23, 2024

To: Shelley Caltagirone, Director, Planning and Land Use Services

Fr: Wendy S. Mis, Director of Health 

Re: 972 Main Street
Section 12 Welles-Shipman-Ward property

This office has received the informational packet dated 12/10/23 for the above-referenced property.

While the property is served by public water and sewer, the application relies upon porta-potties for events. An outdoor water faucet is available at the Tobacco Barn. In the event that the faucet is planned for use at an event, water must be run for at least 10 minutes prior to the event to flush out the inactive water service line. Waste water must be properly disposed of.

In addition to any handwash facilities provided with the porta potties, a dedicated handwash station must be available for food service staff.

Approval with respect to CT Public Health Code is forwarded for Commission consideration.



Town of Glastonbury

GLASTONBURY POLICE DEPARTMENT • TEL (860) 633-8301 • FAX (860) 652-4290

CHIEF OF POLICE
Marshall S. Porter

CAPTAIN
Mark Catania

MEMORANDUM

TO: Town Plan and Zoning Commission

FROM: Marshall S. Porter, Chief of Police

DATE: 02/22/24

RE: Special Permit- Welles Shipman property- 972 Main St.

Members of the Police Department have reviewed the application for a special permit for the Welles Shipman property at 972 Main St. The Police Department has no objection to the proposal.

MSP/ns



TOWN PLAN AND ZONING COMMISSION
GLASTONBURY, CT
APPLICATION FOR SPECIAL PERMIT

Town of Glastonbury
Office of Community Development
RECEIVED

FEB 15 2024

Application for:

- Section 12 Special Permit with Design Review (SPDR)
- Section 12.8 Change of Use to an approved Section 12 SPDR
- Section 12.9 Minor Change to an approved Section 12 SPDR
- Section 6.2 Excavation Special Permit
- Section 6.8 Rear Lot Special Permit
- Section 6.11 Accessory Apartment Special Permit
- Section 4.11 Flood Zone Special Permit
- Other

Application, Development Plan Review Checklist*, and fee (see page 2) to be submitted with 14 sets of plans. Consult Glastonbury Building Zone Regulation Sections 12.4 and 12.5 and other relevant sections to determine standards and criteria for application evaluation, including special noticing requirements to abutters.

*Development Plan Review Checklist requirements do not apply to Section 6.11 applications.

Applicant

Property Owner

Name Barbara Theurkauf

Name Robert Laughlin (Exec. Director)
Historical Society of Glastonbury

Address 2027 Main St, Glastonbury

Address 972 Main St, South Glastonbury

Telephone 860 918 0536

Telephone 860-633-6890

Fax _____

Fax _____

Address of proposed use 972 Main St, Glastonbury CT

Map/Street/Lot 1 / 1 / Zoning District of proposal _____

Nature of request, including type of use, reasons for application, etc.

Special permit for use of property for events, rental of property for events

Signature [Signature]
Applicant or Authorized Representative

Signature [Signature]
Owner or Authorized Representative

Date 2/14/24

Date 2/8/24

Fees:

Special Permits:

Sec. 12 SPDR, Sec. 6.2, Sec. 6.8,
Sec. 4.11, Sec. 6.11, Other

\$200.00
plus **\$60.00** State of Connecticut Fee = **\$260.00**

Sec. 12 SPDR - an additional fee of \$25 for each
2,000 sq. ft. over 10,000 sq. ft. is required

Sec. 6.2 Excavation Special Permit - an additional fee of
\$40 for each 5 acres or portion thereof in excess of 10 acres

Sec. 12.9 Minor Change

\$50.00
plus **\$60.00** State of Connecticut Fee = **\$110.00**

For Office Use

Date Received: _____

Fee Paid: _____ Cash / Check

Public Hearing Scheduled _____

Public Hearing Advertised (1) _____

(2) _____

Action _____

Notice of Action _____

TOWN OF GLASTONBURY - OFFICE OF COMMUNITY DEVELOPMENT
STATE OF CONNECTICUT SIXTY DOLLAR (\$60.00) ADDITIONAL FEE REQUIRED

In accordance with Public Act 92-235 the State of Connecticut requires that any person, firm or corporation making application for approval of land use applications pay a sixty dollar (\$60.00) fee, in addition to any other fee which is required for application.

The following applications require submission of fee:

- Special Permits
- Subdivision and Resubdivision
- Change of Zone
- Planned Area Development Final Development Plan
- Inland Wetlands and Watercourses Permit
- Special Exceptions and Variances

Such fee shall be collected by the Town. Of the sixty dollars (\$60.00) collected; two dollars (\$2.00) shall be retained by the Town to cover administrative costs; and fifty-eight dollars (\$58.00) shall be deposited in the "Environmental Quality Fund established pursuant to Section 22a-27g" of the Connecticut General Statutes.

Please provide the following information and submit this form and the sixty dollar (\$60.00) fee to the Office of Community Development and/or Building Department upon submission of each application.

Name of Applicant Barbara Theurkauf

Address 2027 Main St

Glastonbury CT 06033

Name of Project Special Permit for Welles-Shipman-Ward Property

Address 972 Main St

South Glastonbury CT 06033

Type of Application:

- Special Permit Section Number _____
- Subdivision and Resubdivision _____
- Change of Zone _____
- Planned Area Development _____
- Final Development Plan and/or Zone Change _____
- Inland Wetlands and Watercourses Permit _____
- Special Exceptions and Variances _____

Date Fee Received _____

By _____

Project Number _____

December 10, 2023

Welles-Shipman-Ward (WSW) Property
972 Main Street
South Glastonbury, CT

Historical Society of Glastonbury (HSG)
1944 Main Street, PO Box 46
Glastonbury, CT

Tobacco Shed for Events

Purpose:

- To raise money for the Historical Society's operations and programming, improving financial stability
- The primary purpose of the property is to serve as a museum/educational location and those events will continue to take priority

Concept:

- Rent out the Tobacco Shed and/or lawn of the property for events such as bridal showers, reunions, weddings, etc.

Property Neighbors:

- Chris and Drenda Dec to the south along that entire property line
- St. Augustine's church to the east, through woods and up a hill. Primarily it is woods and the parking lot that is adjacent.
- 982 Main St to the north owned by the Edwards family. The house is approximately 300 feet from the entrance to the Tobacco Shed and there are two barns and a privy in between serving as a sound and visual barrier.

Dates of Potential Events:

- April 1 to October 31 (there is no heat in the Tobacco Shed)
 - When not otherwise in use for Society/Museum related events
 - 30 Weekends, at least 6 of which are used for HSG events, another 12 the Tobacco Shed is used for the annual tag sale, leaving 12 weekends available at the most (depending upon the calendar year)

Occupancy of the Tobacco Shed for events:

- Capacity is 143 (2,157 sf / 15 = 143)
- Requested table seated capacity is 120

Hours of operation, etc.:

- A representative from HSG will be onsite from set up through breakdown
- Outdoor lighting: Maximum 8 hour event including set up, event and breakdown
- Acoustics/amplified music
 - For indoor events in the Tobacco Shed, ends at 9 PM
 - For outdoor events, ends at 8 PM
 - Noise must be kept to acceptable levels as determined by HSG onsite representative.
- Overall events must end at 10 PM, including a complete vacate by caterers, vendors, etc.
- Extended hours are available for an additional fee (such as early set up or breakdown the following morning), but no later than 10 PM and the St. Augustine's parking lot must also be vacated by 10 PM day of the event.
- - There are existing spot lights on several of the buildings that are turned off at night or when the site is not in use.
 - If a tent is rented, lights inside the tent would be allowed.
 - The path from the Historical Society to the Church Parking lot will be lit with temporary lanterns and/or strung lights
 - No additional outdoor lighting such as spot lights would be allowed.

Parking:

- Handicap/disabled parking is available onsite
- The Historical Society of Glastonbury has a signed agreement with Ss. Isidore and Maria parish for parking at the St. Augustine's parking lot, adjacent to the WSW Property for these events. Access to the WSW property is through a path between the two properties.

Lavatories

- The individual/group hosting the event is responsible for renting appropriate temporary lavatories based upon the number of attendees.
- Temporary facilities/port-a-potties must be delivered and removed promptly around the days of the event
- Location of lavatories is limited to locations not in direct line of site of the neighbors

Cooking/Food Preparation, etc.

- All cooking and food preparation is the responsibility of licensed and insured caterers.
- Any liquor must be served by licensed and insured bartenders.
- There are no commercial cooking facilities on the premises.
- All drinking water must be brought to the property.
- There is an outdoor water faucet available from the Tobacco Shed

Trash and Recycling

- All trash and recycling removal is the responsibility of the individual/group hosting the event or by special arrangement with HSG.
- Trash and recycling cannot be left in bags overnight outside at the site

Other information:

- HSG has had discussions with Chris and Drenda Dec about the potential of having events. Their concerns include location of port-a-potties, noise level and how late and that there be an onsite representative from HSG. As homeowners ourselves, we agree with their concerns and have incorporated addressing them into our outline. They are the property owner abutting the Welles-Shipman-Ward property to the south and are a huge help to the Society on an ongoing basis.
- As mentioned above, HSG and the parishes of Ss. Isidore and Maria have a signed agreement for parking at the St. Augustine's parking lot

Pathway between Properties

Town of Glastonbury GIS



- Legend**
- Property Line
 - Address Points
 - Street Centerlines
 - Boundary Points
 - Parcel
 - Parcel Line
 - Parcel Line
 - Current Parcel
 - Current Parcel (2007)
 - Current Parcel Street
 - Classroom/Pool
 - Pool Area_1
 - Pool Area_2
 - Pool Area_3

1:1,200

This map is a user generated static output from an internet mapping site and is for reference only. Property boundaries and other data layers that appear on this map may or may not be current. The user assumes no legal responsibility for the information contained in this data. THIS MAP DOES NOT REPRESENT A LEGAL BOUNDARY DETERMINATION.

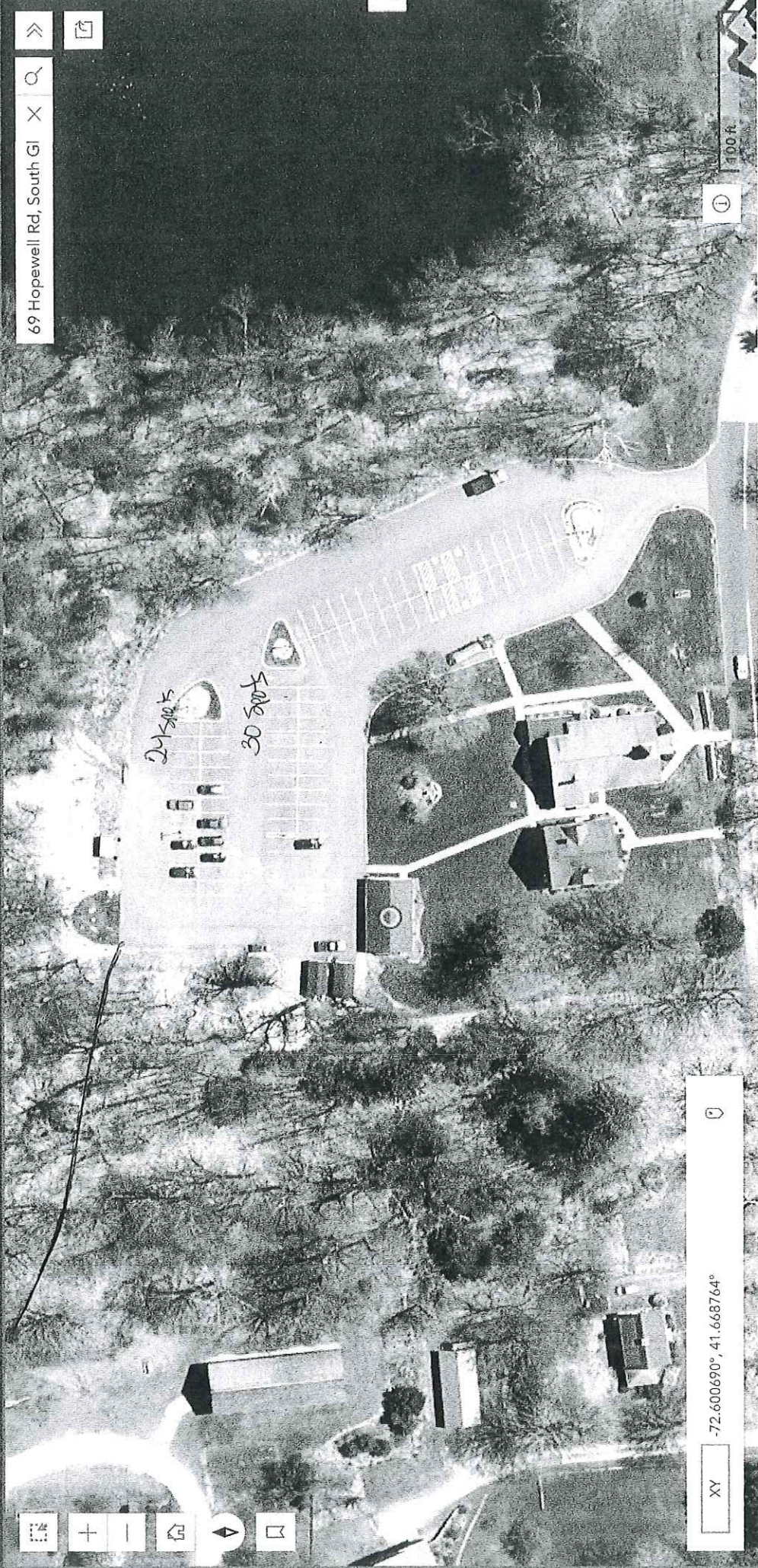
200 100 0 200 Feet

NAD_1983_StatePlane_Connecticut_FIPS_0600_Feet
© Town of Glastonbury

Notes
Enter Map Description



69 Hopewell Rd, South Gl



XY



100 ft

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made effective as of June 1, 2023 by and between **SAINTS ISIDORE AND MARIA PARISH CORPORATION**, a religious corporation organized and existing under the laws of the State of Connecticut, and having offices located 2577 Main Street, Glastonbury, CT 06033 (hereinafter "Licensor") and the **HISTORICAL SOCIETY OF GLASTONBURY**, a nonprofit 501(c) 3 with an address of 1944 Main Street, Glastonbury, CT 06033 (hereinafter "Licensee").

RECITALS:

WHEREAS, Licensor is the owner of a certain property located at 55 Hopewell Road in South Glastonbury, CT that includes the St. Augustine Church building and rectory, and a parking area that services those buildings (the "Property").

WHEREAS, Licensee is the owner and operator of the Welles-Shipman-Ward property located at 972 Main St, South Glastonbury, CT, and hosts gatherings such as weddings and family reunions at its site. It seeks to provide adequate parking for those activities.

WHEREAS, Licensee desires a revocable license to use on a non-exclusive basis the parking area located on the Property with access and egress to such parking area and use of sidewalks and walkways adjacent to the parking area for limited special events such as family reunions and weddings at the Welles-Shipman-Ward property ("Special Events") on dates and times that do not interfere with Licensor's need for exclusive use of its parking area, and Licensor wishes to grant such a revocable license to Licensee.

NOW, THEREFORE, for the reasons set forth above and in consideration of the promises and agreements of the parties herein, Licensor and Licensee agree as follows:

1. PREMISES:

In consideration of the fees and covenants herein stipulated to be paid and performed by Licensee, Licensor hereby grants Licensee a revocable non-exclusive license to use the parking area on the Property and the non-exclusive use of driveways to access such parking spaces and non-exclusive use of the walkways and sidewalks immediately adjacent thereto, hereafter collectively referred to as the "Premises" as set forth herein.

2. **TERM:**

A. This Agreement shall be for a term of one (1) year (the "Term") commencing on June 1, 2023 and expiring on May 31, 2024, unless this License shall be sooner terminated as herein specifically provided or pursuant to law or unless renewed as hereafter provided. Upon mutual agreement of the parties as evidenced by a writing signed by both parties, the Initial Term may be renewed annually for successive one-year terms, subject to termination by either party on thirty (30) days' notice.

B. Licensee shall minimally provide to Licensor a quarterly proposed schedule of Special Events at least three (3) months in advance of the commencement of the quarter to which the schedule would apply, in order to attempt to avoid conflict with Licensor's use of the Premises, as Licensor's use shall take priority over Licensee's use.

C. Notwithstanding the foregoing, Licensor retains the right to utilize the entire parking lot for Masses, weddings, funerals, certain Holy/feast days, other church events, and to conduct maintenance. Except as to funerals for which Licensor shall provide Licensee with at least two days' prior notice, Licensor will attempt to provide Licensee with notice of those dates for which it requires the use of the Premises at the time Licensee submits its list of proposed dates for use of the Premises. The Licensor will attempt to coordinate its exclusive use of the Premises with Licensee's calendar. Notwithstanding the foregoing, it is the responsibility of Licensee to confirm with Licensor any date it proposes to use the Premises for parking for a Special Event. In the event of a conflict,

Licensor's use shall prevail. Licensee and Licensor shall provide single points of contact to each other for purposes of notification of when a conflict may occur as to Licensor use of the Premises.

D. Either party has the right, without cause, to terminate this agreement upon providing the other party with at least thirty (30) days' prior written notice. In the event that such notice is given, the parties shall remain responsible for all of their obligations under the License Agreement through the termination date and Licensee shall remain obligated for any property tax liability arising as the result of its use.

3. LICENSE FEE:

A. Licensee covenants to pay to Licensor a fee of Two Hundred Dollars (\$ 200.00) within ten (10) days of each Special Event Licensee holds for which it uses Licensor's Premises for parking.

B. If Licensee shall fail to pay any fee provided herein within ten (10) days after the due date, then Licensee shall pay an additional late charge for each month and portion thereof after the due date, calculated at the rate of five percent (5%) per month of the amount due but unpaid.

4. USE OF PREMISES:

A. Licensee, during the term of this License Agreement, shall occupy and use the Premises solely for parking for Special Events on dates approved by Licensor in advance as set forth herein.

B. Licensee shall not allow its employees, agents, licensees, and invitees to loiter in or around the Premises or to use any other area of the Property.

C. Licensee shall not allow any overnight parking of motor vehicles at the Premises. All motor vehicles must vacate the Premises no later than 10:30 p.m. on the date of a Special Event.

D. Licensor shall have the right to enact any rules and regulations regarding use of the Premises.

E. Licensee shall use the Premises solely for parking for Special Events and not for storage or for parking of any construction vehicles or equipment or for any other purpose.

F. Licensee shall be responsible for providing transportation from and to the Premises to its Welles-Shipman-Ward property.

G. Licensee shall be responsible for any damage to the Premises caused by Licensee, its employees, agents, licensees, and invitees.

H. Licensee agrees that prior to any use of Licensor's parking area, Licensee will inspect the lot and all sidewalks, and shall clearly mark/post any areas that might create a hazard such as potholes or uneven sidewalks in order to provide a warning to users of the parking area. Licensee agrees that it will be responsible to treat any residual ice or snow in the parking area before it is used for parking to support an event at Licensee's property.

5. **CONDITION OF PREMISES:**

Licensee accepts and licenses the Premises in an "as is" condition.

6. **TAXES:**

The parking lot is currently tax exempt. Insofar as the Licensor will continue to utilize the Premises, it should remain property tax exempt. If, however, a property tax is imposed upon any portion of the parking lot as a result of Licensee's use, Licensee agrees to pay any such municipal real estate tax when due or shall take timely appeals thereof. Licensee shall indemnify and save the Licensor harmless with regard to said taxes as well as any interest, penalties, or other expenses connected with same.

7. MAINTENANCE AND REPAIR:

A. Licensor shall, for its own use and benefit, keep the driveways, parking areas, sidewalks, walkways, and stairways located on the Premises free and clear of snow and sanded and salted within a reasonable period of time after precipitation has stopped falling. Licensor shall owe no duty to Licensee to clear the Premises of snow and ice. Licensee may clear snow from the Premises and take other maintenance steps it deems necessary or prudent in connection with its use of the Premises.

B. Licensor is not responsible for maintenance or for providing security for and to the Premises. Licensee acknowledges and agrees that, to the fullest extent permitted by law, Licensor shall not be responsible for any loss or damage to Licensee or Licensee's property arising from or related to Licensee's use of the Premises or exercise of any rights under this Agreement. Licensee agrees, for itself and its agents, employees, licensees, and invitees, that it uses said Premises at its own risk.

8. COMPLIANCE WITH LAW:

Licensee shall, at its sole cost and expense, comply with all laws applicable to Licensee's use of the Premises and shall indemnify and save Licensor harmless from all fines, penalties, and costs for violation of or noncompliance with the same.

9. INDEMNIFICATION:

To the extent not covered and paid by Licensee's insurance, Licensee agrees to pay, and to protect, indemnify, and save Licensor harmless from and against, any and all liabilities, damages, costs, expenses (including attorneys' fees), causes of action, suits, claims, demands or judgments of any nature whatsoever which occur as a result of and/or arise out of: (i) Licensee's failure to perform (in whole or in part) its obligations pursuant to this License Agreement; (ii) any injury to, or the

death of, persons or damage to property in any manner arising from the use, possession, operation or occupation of the Premises by Licensee; and (iii) any misconduct or negligence on the part of Licensee or any of its agents, servants, employees, licensees or invitees who are using the Premises.

10. INSURANCE:

Throughout the term of this License and any extensions thereof, Licensee shall maintain public and legal liability insurance covering the Premises providing for single limit coverage of at least One Million Dollars (\$1,000,000.00) with One Million Dollars (\$1,000,000.00) in excess coverage. Licensee's insurance policy(ies) shall name the Licensor, Saints Isidore and Maria Parish Corporation, and The Hartford Roman Catholic Diocesan Corporation (134 Farmington Ave., Hartford, CT 06105) as primary insureds, and Licensee shall provide Licensor with a certificate evidencing said insurance a) upon written request by Licensor; b) upon execution of this agreement; and c) on each annual anniversary date of the execution of the agreement if the agreement is extended as set forth herein. The foregoing insurance shall be issued by insurers of recognized responsibility authorized to do business in the State of Connecticut.

11. ASSIGNMENT AND SUBLETTING:

Licensee may not sublet the Premises or any portion thereof and may not assign all or any part of its rights and interests hereunder.

12. DEFAULT PROVISIONS:

A. Any of the following occurrences or acts shall constitute an event of default under this License Agreement:

- (i) If Licensee, at any time during the term of this License Agreement shall (a) fail to make payment of any fee or of any other sum herein specified to be paid by Licensee, or (b) fail to observe or perform any of Licensee's other covenants, agreements or obligations hereunder, or

(ii) If any other event of default occurs as defined elsewhere in this License Agreement.

B. Remedies:

Upon the occurrence of any event of default which is not cured promptly, then or at any time thereafter while any such event of default shall continue, Licensor shall have the right at its election to terminate this License Agreement; and, in the event of such termination, all right, title and interest of Licensee hereunder shall thereupon expire and Licensee agrees it shall then peaceably and quietly quit the Premises and surrender the same to Licensor.

Licensee agrees to pay to Licensor on demand all reasonable expenses (including attorneys' fees) incurred by Licensor in obtaining possession, and in putting the Premises in the same order and condition in which the Premises were received, reasonable wear and tear excepted.

13. NO ACCORD AND SATISFACTION

No acceptance by the Licensor of a lesser fee than the charges then due shall be deemed to be other than on account of the earliest fees due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as fees be deemed to be accord and satisfaction. The Licensor may accept such check or payment without prejudice to the Licensor's right to recover the balance of such fees due or pursue any other remedy in this License Agreement or at law or in equity available to it.

14. HOLDOVER:

If Licensee remains in possession of the Premises after the expiration or termination of its right to use the Premises for a Special Event, Licensee shall be a Licensee at sufferance subject to all of the terms and conditions of this License Agreement, except that fees due from Licensee shall

be 150% of those in effect immediately prior thereto. Licensee shall also defend, indemnify, and hold Licensor harmless from and against any and all damages sustained and liabilities incurred by Licensor (including attorneys' fees) as a result of Licensee's continued occupancy of any part of the Premises beyond its right to use the Premises with Licensor's permission for a Special Event, and Licensee shall pay to Licensor all damages, direct or indirect, sustained by Licensor by reason of such holding over.

15. LICENSE AGREEMENT CONTAINS ALL AGREEMENTS:

This License Agreement contains all of the covenants, agreements, terms, provisions, and conditions relating to the licensing of the use of the Premises hereunder, and Licensor has not made and is not making, and Licensee, in executing and delivering this License Agreement, is not relying upon any warranties, representations, promises, or statements except to the extent that same may be expressly set forth in this License Agreement.

16. LICENSE AGREEMENT NOT TO BE RECORDED:

This License Agreement or any notice thereof shall not be recorded on any Land Records. If Licensee should cause this License Agreement or a Notice thereof to be recorded on any Land Records, same shall constitute an act or event of default, and in that event, all of the Licensee's rights under this License Agreement shall immediately and automatically be terminated.

17. NOTICES, DEMANDS AND OTHER INSTRUMENTS:

All notices, demands, requests, consents, approvals, undertakings, and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if served personally on the representative of the Licensee identified in the first paragraph of this License Agreement, or if sent by certified United States mail, postage prepaid, return receipt requested, as follows:

As to Licensee: Historical Society of Glastonbury
1944 Main Street
Glastonbury, CT 06033
Attn: President

As to Licensor: Saint Isabel and Maria Parish Corporation
2577 Main Street
Glastonbury, CT 06033
Attn: Pastor

Licensor or Licensee shall, from time to time, have the right to specify as its proper address for the purposes of this License any other address upon giving written notice thereof to the other party.

18. SURRENDER:

Upon the expiration or sooner termination of this License and upon the termination of the use of the Premises after a Special Event, Licensee shall peaceably and quietly leave, yield up and surrender the Premises to Licensor in no worse condition than same were in when received from the Licensor at the commencement of the term of this License.

19. CONNECTICUT LAW:

This license shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut.

20. ATTORNEYS' FEES:

In the event that either party to this License defaults on any obligation, the defaulting party shall pay to the non-defaulting party any and all reasonable expenses incurred in enforcing the provisions of this License, including reasonable attorneys' fees.

[Signatures appear on next page.]

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement effective as of June 1, 2023.

LICENSOR: Saints Isidore and Maria Parish Corporation

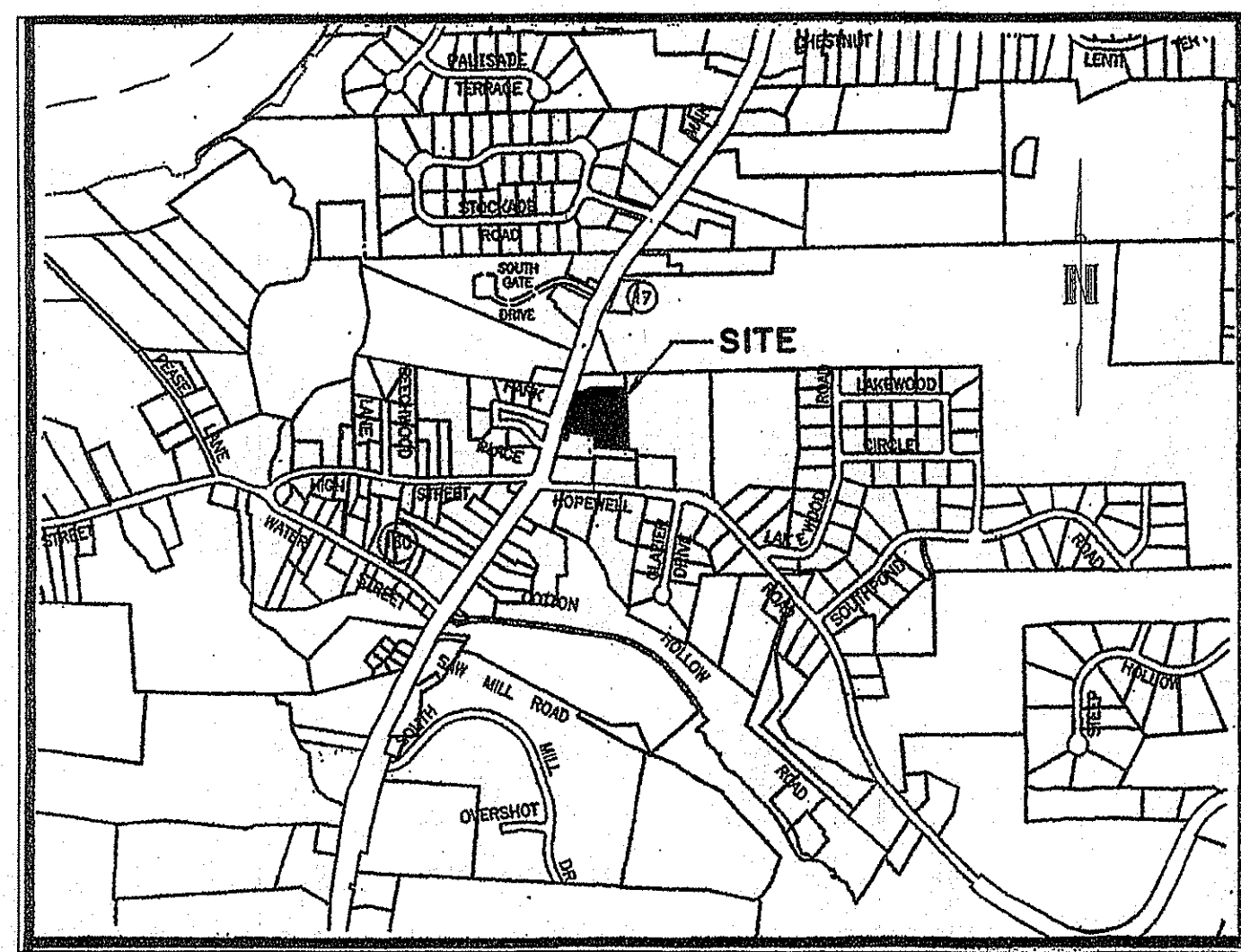
By Rev. Mark S. Suslenko
Rev. Mark S. Suslenko
Its Treasurer

LICENSEE: Historical Society of Glastonbury

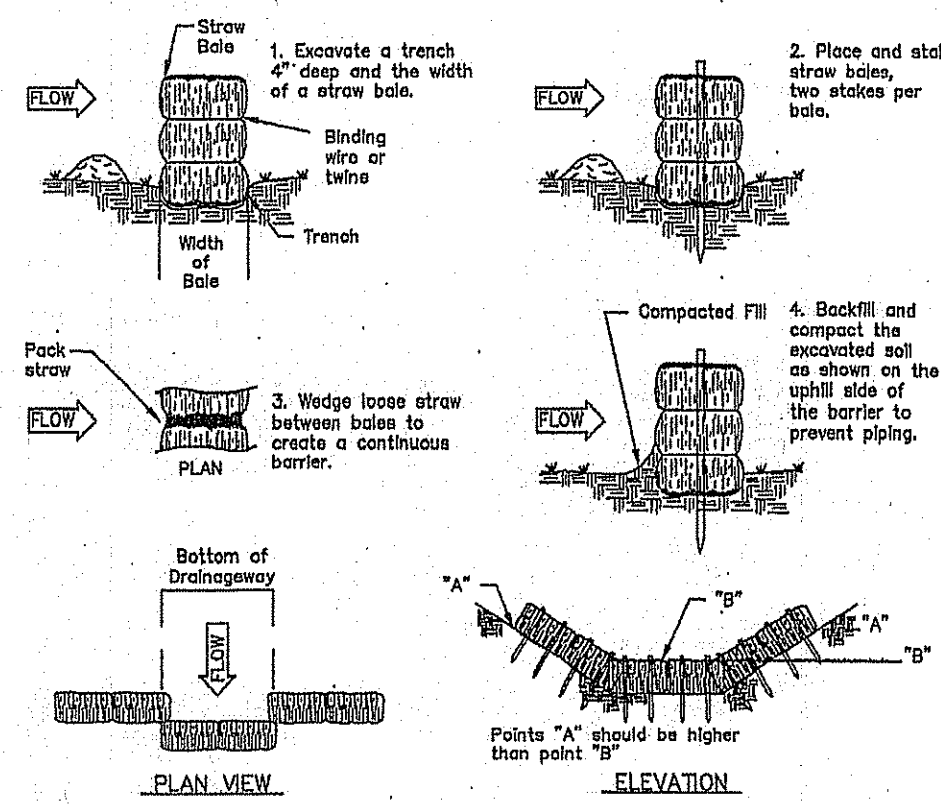
By Donna Henrikson Pres.
Donna Henrikson
Its President, duly authorized



Melissa Lacatta
5/11/23 10

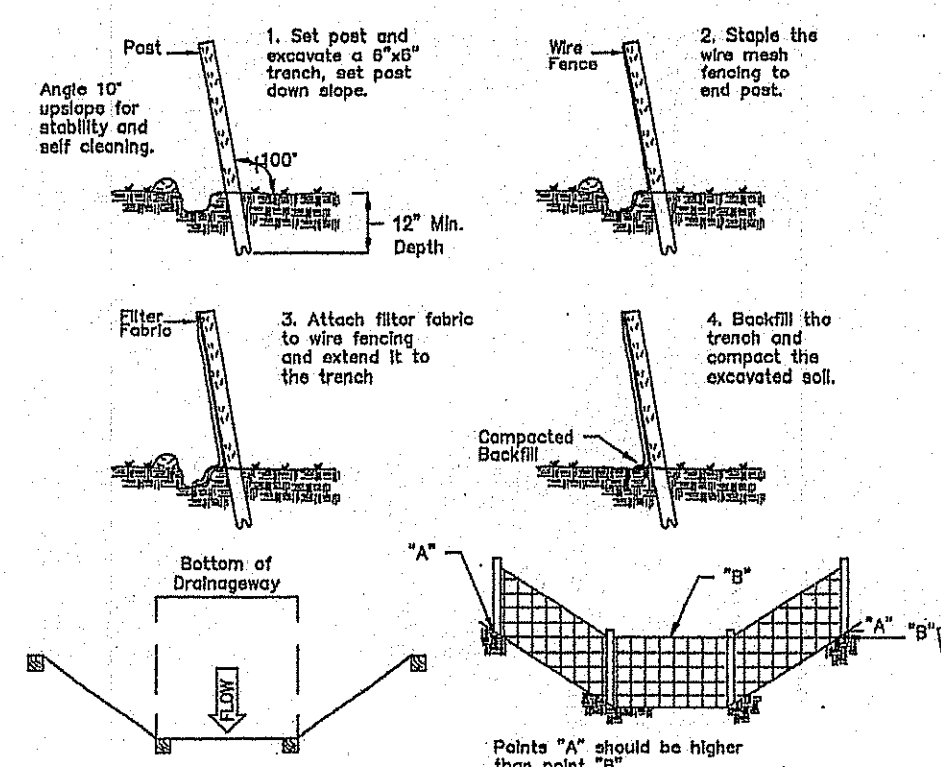


LOCATION MAP
SCALE: 1"=1,000'



Source: U.S. Department of Agriculture, Soil Conservation Service, Storm, Connecticut

PLACEMENT AND CONSTRUCTION OF A STRAW BALE BARRIER



Source: U.S. Department of Agriculture, Soil Conservation Service, Storm, Connecticut

PLACEMENT AND CONSTRUCTION OF A SYNTHETIC FILTER BARRIER

- REFERENCE MADE TO MAPS TITLED:
- "WELLES SHIPMAN WARD HOUSE GLASTONBURY, CONN." BY BUCK & SHELDON, INC. JULY, 6 1925 SCALE: 1"=50'
 - "PREPARED FOR GRACE K. MEGSON GLASTONBURY, CONN." BY MEGSON & HYPPFA, CIVIL ENGINEERS GLASTONBURY, CONN. DATE: 3-13-70 SCALE: 1"=40'
 - "PREPARED FOR AMY L. PRATT GLASTONBURY, CONN." BY MEGSON & HYPPFA CIVIL ENGINEERS GLASTONBURY, CONN. DATE: 7-2-65 MAP NO. 44-65-2 SCALE: 1"=40'

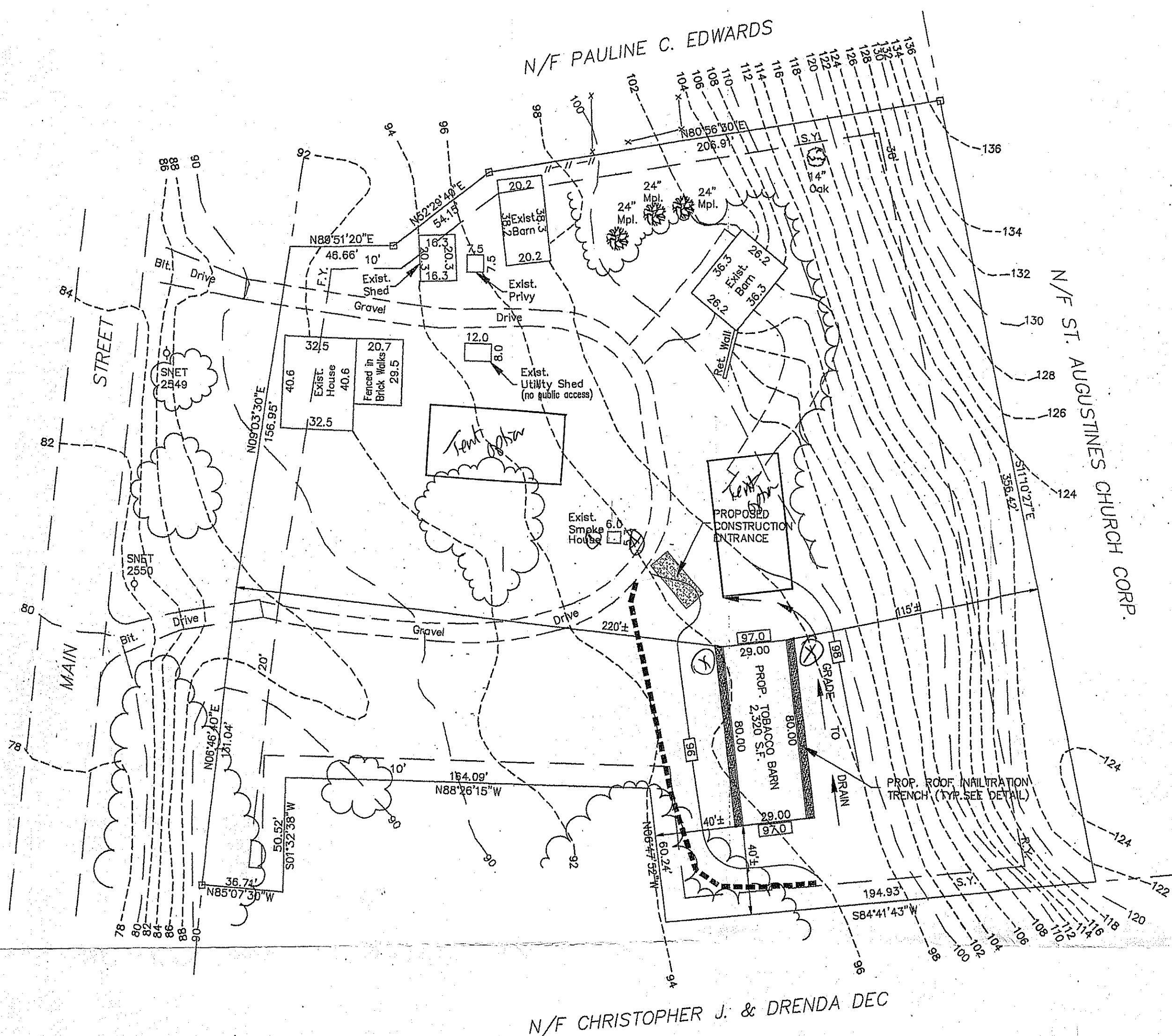
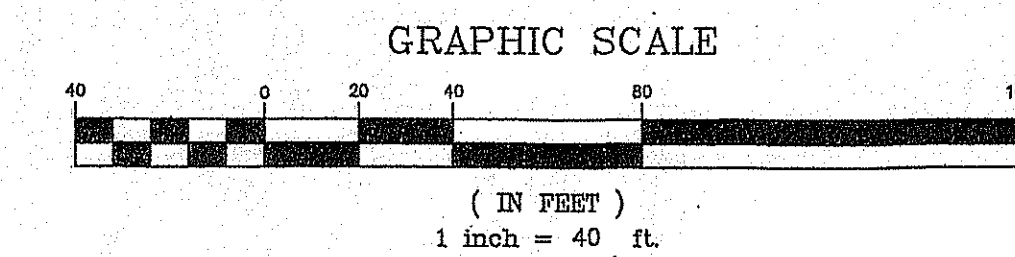
TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON. THIS SURVEY WAS PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTION 20-300-1 THROUGH 20-300-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC., ON SEPTEMBER 26, 1996.
TYPE OF SURVEY: ZONING LOCATION SURVEY
BOUNDARY DETERMINATION CATEGORY: RESURVEY
CLASS OF ACCURACY: A-2

JOHN L. HEAGLE L.S. # 9396

KEY	QTY	BOTANICAL NAME	Common Name	SIZE
AC	1	ABELSCHMIDT CAMARANSIS	SHADBLAU	6-7'
CC	1	CORNUS SALICIFOLIA	RED BUD	6-7'
CM	1	CORNUS MAS	SORRELIA CHERRY	6-7'
NE	2	HABERMANN'S X. ARABIS PROMISE	WITCH HAZEL	3 GAL.
EX	3	ILAEA VERTICILLATA	WINTER BERRY	3 GAL.
IV	8	LEONTOPODIUM VIRGINICANA	RED COBWEB	5-6"
MP	3	LYRICA PENNSYLVANICA	RAY BERRY	3 GAL.
SY	3	SYRINGA MIOBIS	LILAC	5 GAL.
YC	4	YUCCA FILIFOLIA	AGAVE	3 GAL.
XT	3	XANTHOXANTHA TRILOBATA	ANER. STARBERRY	3 GAL.

Prepared by D. WILKINS AND B. SHUPMAN 3/11/12
SCALE: 1"=40'

LANDSCAPING DETAIL
SCALE: 1"=40'



key
⊗ probably options

HISTORICAL SOCIETY OF GLASTONBURY	VILLAGE RESIDENTIAL / GW-1
PROJECT/APPLICANT	ZONE
972 MAIN STREET GLASTONBURY, CONN.	
PROJECT ADDRESS	
SPECIAL PERMIT SECTION	TPZ CHAIRMAN
DATE SPECIAL PERMIT APP'D	DIRECTOR OF COMMUNITY DEVELOPMENT
	FILE NO.

SITE DEVELOPMENT

SITE PLANS FOR BUILDING PERMIT SHALL INDICATE PROPOSED SEDIMENTATION AND EROSION CONTROLS. THE PROPOSED BUILDING LOCATION, LOT GRADING, LIMIT OF TREE CLEARING, AND SITE DRAINAGE PLAN SHALL ALSO BE SHOWN. THESE PLANS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE TOWN.

TOPSOIL AND EXCAVATED SUBSOIL FROM THE SITE DEVELOPMENT AREA SHOULD BE STOCKPILED WITHIN THE AREA OF DISTURBANCE IF NOT USED FOR ON SITE REGRADING. EACH STOCKPILE MUST BE ADEQUATELY RINGED WITH SEDIMENT CONTROL MATERIALS (I.E. HAY BALES AND/OR FILTER FABRIC FENCE).

ANY ADDITIONAL STOCKPILING OF LUMBER OR BUILDING MATERIALS SHOULD ALSO BE CONFINED TO THE AREA OF DISTURBANCE. SIMILARLY, VEHICULAR MOVEMENT SHOULD BE DIRECTED TO ESTABLISHED PARKING AREAS.

THE BUILDING LOT SHALL BE LOAMED, SEEDED AND MULCHED WITH STRAW PRIOR TO ISSUANCE OF A C.O. IF THE SEASON DOES NOT PERMIT SEEDING - THEN THE LOT MUST BE STABILIZED WITH STRAW OR NETTING TO PREVENT WINTER AND SPRING EROSION. THE ENVIRONMENTAL PLANNER WILL CHECK LOTS FOR NONCOMPLIANCE WITH EROSION CONTROLS AND STABILIZATION REQUIREMENTS. IF NECESSARY, THE C.O. WILL BE WITHHELD UNTIL THE LOT IS DEMED STABLE.

PLEASE NOTE - THE BUILDER/OWNER IS RESPONSIBLE FOR ALL EROSION CONTROL AND STABILIZATION REQUIREMENTS. PLEASE REVIEW THE APPROVED PLAN FOR EROSION CONTROL REQUIREMENTS.

CONTOURS TAKEN FROM ACTUAL FIELD TOPOGRAPHIC SURVEY & TOWN OF GLASTONBURY TOPOGRAPHIC MAPS. ALL PROPOSED ELEVATIONS ARE IN RELATION TO CONTOURS SHOWN. FINAL ELEVATIONS MAY BE ADJUSTED AS FIELD CONDITIONS WARRANT. VERIFY ALL GRADES IN FIELD.

GENERAL CONSTRUCTION

IN GENERAL, EROSION AND SEDIMENTATION CONTROL AND RESTORATION MEASURES SHALL CONFORM TO THE "GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL" (2002) BY THE STATE OF CONNECTICUT COUNCIL ON SOIL AND WATER CONSERVATION. AND TO THE TOWN OF GLASTONBURY REQUIREMENTS.

METAL WASTE CONTAINERS SHALL BE PROVIDED AT THE SITE TO FACILITATE THE COLLECTION OF REFUSE MATERIAL GENERATED FROM CONSTRUCTION ACTIVITIES. SUCH MATERIAL SHALL NOT BE BURIED OR BURNED AT THE SITE. THERE SHALL BE NO OUTSIDE STOCKPILES OF CONSTRUCTION WASTE MATERIAL OR DEBRIS.

INSTALLATION OF SOIL EROSION AND SEDIMENTATION CONTROL AND SITE STABILIZATION MEASURES SHALL BE THE PERMITTEE'S RESPONSIBILITY. EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED PRIOR TO LAND DISTURBANCE. SILT FENCE/HAY BALES WILL BE INSTALLED ALONG THE TOE OF ALL CRITICAL CUT AND FILL SLOPES, SOIL STOCKPILE AREAS, AND IN THOSE AREAS SHOWN ON THE EROSION AND SEDIMENTATION CONTROL PLAN.

THE POINT OF ACCESS TO THE SITE SHALL BE WELL DEFINED.

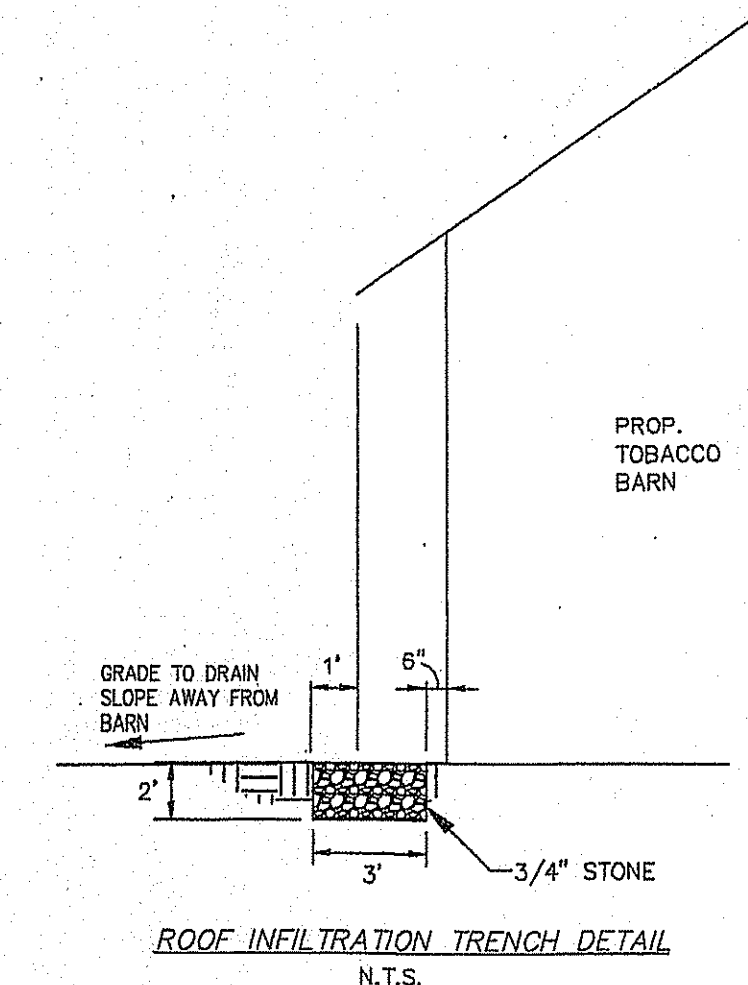
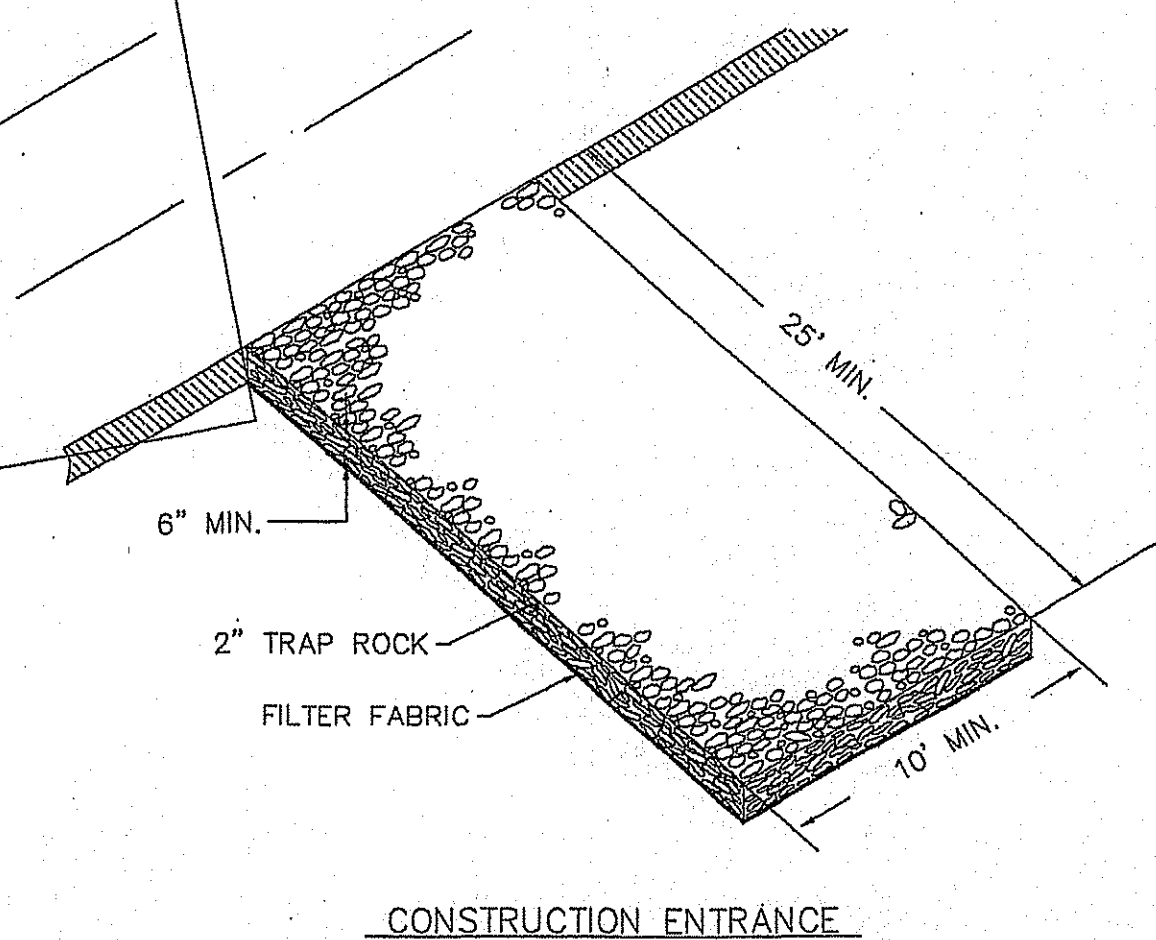
A CONSTRUCTION ENTRANCE OF CRUSHED STONE @ A DEPTH OF MINIMUM 6 INCHES AND 25' IN LENGTH SHALL BE INSTALLED AND MAINTAINED TO THE SITE.

ALL VEHICULAR ACTIVITIES SHALL BE SERVED VIA THIS CONSTRUCTION ENTRANCE.

CRUSHED STONE IS TO BE REPLACED WHEN SILTED INTO THE GROUND TO THE EXTENT THAT IT IS NO LONGER EFFECTIVE FOR ANTI-TRACKING.

LEGEND

- | | | |
|------------------------|-----------|----------------------------|
| EXISTING MONUMENT | □ | ZONE: VILLAGE RESIDENTIAL |
| WIRE FENCE | — — — — — | LOT AREA = 106,964 S.F. |
| STOCKADE FENCE | — — | 2.455 AC. |
| HAY BALES/SILT FENCE | | LOT COVERAGE |
| LIMIT OF TREE CLEARING | ~~~~~ | BUILDING EXIST. 4,171 S.F. |
| EXISTING TREE LINE | ~~~~~ | PROP. 2,320 (TOBACCO SHED) |
| | | TOTAL 6,495 S.F. 6.07% |



- 4-2-12 ADD LANDSCAPING
REV. 10-6-11 PROPOSED BARN LOCATION SHOWN
REV. 10-19-09 ROOF INFILTRATION TRENCH SHOWN
REV. 7-10-09 REPRODUCE PLAN ON CAD & ADD PROP.
REV. 5-9-01 PROP. PRIVY & UTILITY SHED
REV. 8-26-96 COND. OF APPROVAL
REV. 5-22-96 PROP. BARN LOCATION

CK. BY: JLH
DRW. BY: PEJ
DATE: 4-1-12
SCALE: 1"=40'
SHEET 1 OF 1
MAP NO. 43-96-1

SITE PLAN
972 MAIN STREET
PREPARED FOR
HISTORICAL SOCIETY OF GLASTONBURY
GLASTONBURY, CONN.

MEGSON & HEAGLE
CIVIL ENGINEERS & LAND SURVEYORS, LLC
61 RANKIN ROAD
GLASTONBURY, CONN. 06033
PHONE (860)-659-0567