

vs. 1124 sec 35()

SCHEDULE "A"

R-311

REDEVELOPMENT PLAN
FOR
WINDSOR STREET PROJECT
Conn. R-26

Hartford Redevelopment Agency
550 Main Street
Hartford 4, Connecticut

May 27, 1960

Amended March 3, 1962

Amended February 6, 1964

Amended June 23, 1964

R-311

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REDEVELOPMENT PLAN
FOR THE
WINDSOR STREET REDEVELOPMENT AREA

I. INTRODUCTION

The Windsor Street Redevelopment Area, herein called the "Project Area", is located immediately north of the Central Business District with its southern boundard, Morgan Street, located one block north of the Front-Market Redevelopment Area (See Map No. 1, "Location of Project Area and Relation to Local Objectives"). The Project Area consists of approximately 71.2 acres of land, including streets. The area is predominantly non-residential in character. The Project area qualifies as a Federal "10% Exception Project" since 26.4% of its total floor space is occupied or being used for slum, blighted, deteriorated or deteriorating dwellings or other living accommodations. A letter from the Housing and Home Finance Agency dated May 1, 1959 confirming the "10% Exception Project" status was received by the Hartford Redevelopment Agency on May 4, 1959. A legal description of the boundaries of the Project appears in full in Section II of this Redevelopment Plan.

The Project Area is included within Area 2B, one of six proposed urban redevelopment areas within the City of Hartford which were so designated on July 18, 1950 by the Commission on the City Plan of Hartford. This designation of proposed redevelopment areas was revised April 6, 1955 in accordance with Chapter 55 of the General Statutes, Revision of 1949, then effective and incorporated as part of Hartford's General Plan in the Commission's publication, "Hartford Plans for Tomorrow".

This Redevelopment Plan has been prepared by the Hartford Redevelopment Agency, herein called the "Agency", in accordance with Chapter 130 of the General Statutes, State of Connecticut, Revision of 1958, as amended, which provides that the Redevelopment Agency may prepare . . . a redevelopment plan . . . which shall include: (1) a description of the redevelopment area and the condition, type and use of the structures therein; (2) the location and extent of the land uses proposed for and within the area, such as housing, recreation, business, industry, schools, civic activities, open spaces or other categories of public and private uses; (3) location and extent of streets and other public utilities, facilities and works within the area; (4) schedules showing the number of families displaced by the proposed improvements, the method of temporary relocation of such families, the availability of sufficient suitable living accommodations at prices and rentals within the financial reach of such families and located within a reasonable distance of the area from which they are displaced; (5) present and proposed zoning regulations in the redevelopment area; (6) any other detail including financial aspects of redevelopment which, in the judgment of the redevelopment agency authorized herein, is necessary to give it adequate information.

The Redevelopment Plan involves the improvement of the Project Area by acquisition of land within said Area, clearance by demolition of all structures within the acquired Area, and the widening, relocation and/or vacation of certain streets and the relocation of utilities, in compliance with the present General Plan for the improvements and development of the city as a whole. (It can be foreseen that several properties within the Project Area may not be acquired if said properties conform to land use and can be made to reasonably conform to the controls and regulations set forth in this Redevelopment Plan.) The acquired Project land will be sold or leased for redevelopment in accordance with the provisions of this Redevelopment Plan.

II. DESCRIPTION OF THE PROJECT AREA AND THE CONDITIONS, TYPE AND USE OF THE STRUCTURES THEREIN

A. Description of the Project Area

(1) General Boundary Description

The boundaries of the Project Area are shown on Map No. 12 attached hereto. The Project Area is bounded on the north by property owned by the New York, New Haven &

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Hartford Railroad Company; bounded on the east by property owned by the New York, New Haven & Hartford Railroad Company; bounded on the south by the northerly line of Morgan Street; and bounded on the west by the easterly line of Main Street.

(2) Detailed Boundary Description

Beginning at the point of intersection of street lines on the southeast corner of Ely Street and Main Street;

thence northerly on a bearing of N 24° 37' 48" W to a point in north street line of Ely Street a distance of forty and 00/100 (40.00) feet;

thence westerly along the north street line of Ely Street on a bearing of S 65° 22' 12" W, making an interior angle of 270° 00' 00" with the last described course, three and 13/100 (3.13) feet to a point;

thence northerly along the east street line of Main Street on a bearing of N 22° 35' 33" W, making an interior angle of 87° 57' 45" with the last described course, seventy-seven and 97/100 (77.97) feet to an angle point;

thence northerly along the east street line of Main Street on a bearing of N 7° 59' 53" W, making an interior angle of 165° 24' 20" with the last described course, thirty-eight and 71/100 (38.71) feet to an angle point;

thence northerly along the east street line of Main Street on a bearing of N 6° 35' 47" E, making an interior angle of 165° 24' 20" with the last described course, two and 45/100 (2.45) feet to a point in the south line of land of the New York, New Haven, and Hartford Railroad Company;

thence easterly along land of said Railroad Company on a bearing of N 63° 19' 27" E, making an interior angle of 123° 16' 20" with the last described course, one hundred and seventy-nine and 16/100 (179.16) feet to a point;

thence easterly along land of said Railroad Company, on a curve to the left (R 2003.730, I 14° 30' 48"), the interior angle between the long chord and the last described course being 187° 21' 20", an arc distance of five hundred and seven and 56/100 (507.56) feet to a point;

thence easterly along land of said Railroad Company on a bearing of N 53° 24' 35" E, making an interior angle of 182° 33' 32" with the long chord of the last described course, two hundred and seventy-six and 11/100 (276.11) feet to an angle point and merestone on the southerly street line of East Avon Street;

thence easterly along land of said Railroad Company on a bearing of N 53° 39' 39" E, making an interior angle of 179° 44' 56" with the last described course, two hundred and ninety-four and 03/100 (294.03) feet to an angle point;

thence southerly along land of said Railroad Company on a bearing of S 72° 05' 21" E, making an interior angle of 125° 45' 00" with the last described course, six and 00/100 (6.00) feet to an angle point;

thence easterly along land of said Railroad Company on a bearing of N 60° 36' 24" E, making an interior angle of 227° 18' 15" with the last described course, one hundred and twenty-nine and 53/100 (129.53) feet to an angle point;

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- thence easterly along land of said Railroad Company on a bearing of N 72° 34' 55" E, making an interior angle of 168° 01' 29" with the last described course, sixty-four and 04/100 (64.04) feet to an angle point;
- thence easterly along land of said Railroad Company on a bearing of S 87° 11' 05" E, making an interior angle of 159° 46' 00" with the last described course, one hundred and 05/100 (100.05) feet to a merestone at an angle point;
- thence easterly along land of said Railroad Company on a bearing of N 82° 44' 16" E, making an interior angle of 190° 04' 39" with the last described course, sixty and 10/100 (60.10) feet to an angle point;
- thence northerly along land of said Railroad Company on a bearing of N 18° 04' 46" W, making an interior angle of 280° 49' 02" with the last described course, forty-four and 59/100 (44.59) feet to an angle point;
- thence northerly along land of said Railroad Company on a bearing of N 18° 04' 13" W, making an interior angle of 179° 59' 27" with the last described course, seventy-two and 00/100 (72.00) feet to an angle point;
- thence easterly along land of said Railroad Company on a bearing of N 54° 45' 52" E, making an interior angle of 107° 09' 55" with the last described course, seventy-three and 26/100 (73.26) feet to an angle point;
- thence easterly along land of said Railroad Company on a bearing of N 71° 44' 18" E, making an interior angle of 163° 01' 34" with the last described course, thirty and 00/100 (30.00) feet to an angle point;
- thence easterly along land of said Railroad Company on a bearing of N 71° 44' 22" E, making an interior angle of 179° 59' 56" with the last described course, one hundred and sixty and 00/100 (160.00) feet to an angle point;
- thence easterly along land of said Railroad Company on a bearing of N 71° 44' 21" E, making an interior angle of 180° 00' 01" with the last described course, one hundred and forty-one and 18/100 (141.18) feet to an angle point;
- thence easterly along land of said Railroad Company on a bearing of N 89° 09' 03" E, making an interior angle of 162° 35' 18" with the last described course, fifty and 26/100 (50.26) feet to an angle point;
- thence southerly along land of said Railroad Company on a bearing of S 9° 15' 28" E, making an interior angle of 98° 24' 31" with the last described course, three hundred and eighteen and 01/100 (318.01) feet to an angle point;
- thence southerly along land of said Railroad Company on a bearing of S 3° 41' 45" E, making an interior angle of 174° 26' 17" with the last described course, ninety-four and 38/100 (94.38) feet to an angle point;
- thence southerly along land of said Railroad Company on a bearing of S 7° 39' 00" W, making an interior angle of 168° 39' 15" with the last described course one hundred and sixty-two and 75/100 (162.75) feet to an angle point;

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thence southerly along land of said Railroad Company on a bearing of S 1° 57' 30" W, making an interior angle of 185° 41' 30" with the last described course, two hundred and thirty and 63/100 (230.63) feet to an angle point;

thence westerly along land of said Railroad Company on a bearing of N 89° 34' 10" W, making an interior angle of 91° 31' 40" with the last described course, one hundred and nine and 87/100 (109.87) feet to a point in the east street line of North Front Street;

thence southerly along the east street line of North Front Street on a bearing of S 24° 27' 46" E, making an interior angle of 294° 53' 36" with the last described course, twenty-seven and 94/100 (27.94) feet to an angle point;

thence southerly along the east street line of North Front Street on a bearing of S 27° 13' 16" E, making an interior angle of 182° 45' 30" with the last described course, one hundred and thirty-three and 71/100 (133.71) feet to an angle point;

thence southerly along the east street line of North Front Street on a bearing of S 29° 49' 16" E, making an interior angle of 182° 36' 00" with the last described course, two hundred and fifty-three and 04/100 (253.04) feet to a merestone at an angle point;

thence southerly along land of the New York, New Haven & Hartford Railroad Company on a bearing of S 0° 27' 38" W, making an interior angle of 149° 43' 06" with the last described course, twenty-seven and 57/100 (27.57) feet to an angle point;

thence southerly along land of said Railroad Company on a bearing of S 8° 23' 54" W, making an interior angle of 172° 01' 44" with the last described course, one hundred and six and 54/100 (106.54) feet to a merestone in the northerly street line of North Street;

thence southerly along land of said Railroad Company on a bearing of S 8° 46' 13" W, making an interior angle of 179° 37' 41" with the last described course, forty and 00/100 (40.00) feet to a point in the southerly street line of North Street;

thence southerly along land of said Railroad Company on a bearing of S 8° 20' 04" W, making an interior angle of 180° 26' 09" with the last described course, three hundred and twenty-six and 08/100 (326.08) feet to a point in the north street line of Pleasant Street;

thence southerly along land of said Railroad Company on a bearing of S 17° 53' 08" E, making an interior angle of 206° 13' 12" with the last described course, forty-three and 52/100 (43.52) feet to a point in the south street line of Pleasant Street;

thence southerly along land of said Railroad Company on a bearing of S 2° 28' 43" W, making an interior angle of 159° 38' 09" with the last described course, five hundred and thirty-nine and 80/100 (539.80) feet to an angle point;

thence southerly along land of said Railroad Company on a bearing of S 16° 38' 57" W, making an interior angle of 165° 49' 46" with the last described course, sixty-one and 22/100 (61.22) feet to an angle point;

- thence easterly along land of said Railroad Company on a bearing of S 86° 08' 24" E, making an interior angle of 282° 47' 21" with the last described course, fifteen and 00/100 (15.00) feet to an angle point;
- thence southerly along land of said Railroad Company on a bearing of S 1° 23' 26" W, making an interior angle of 92° 28' 10" with the last described course, one hundred and ten and 55/100 (110.55) feet to an angle point;
- thence easterly along land of said Railroad Company on a bearing of S 86° 49' 38" E, making an interior angle of 268° 13' 04" with the last described course, eighteen and 00/100 (18.00) feet to an angle point;
- thence southerly along land now or formerly of said Railroad Company on a bearing of S 1° 50' 46" W, making an interior angle of 91° 19' 36" with the last described course, one hundred and forty-eight and 30/100 (148.30) feet to a point in the north street line of Morgan Street;
- thence westerly along the north street line of Morgan Street on a bearing of N 87° 41' 18" W, making an interior angle of 89° 32' 04" with the last described course, fourteen and 53/100 (14.53) feet to a jog in said north street line;
- thence southerly along said jog in the north street line of Morgan Street on a bearing of S 1° 23' 42" W, making an interior angle of 270° 55' 00" with the last described course, sixteen and 83/100 (16.83) feet to an angle point in said north street line;
- thence westerly along the north street line of Morgan Street on a bearing of N 88° 36' 18" W, making an interior angle of 90° 00' 00" with the last described course, two hundred and twenty-six and 63/100 (226.63) feet to an angle point;
- thence westerly along the north street line of Morgan Street on a bearing of N 88° 02' 58" W, making an interior angle of 179° 26' 40" with the last described course, four hundred and ninety-three and 68/100 (493.68) feet to the point of intersection of street lines at the northeast corner of Morgan Street and Windsor Street;
- thence westerly on a bearing of N 35° 08' 56" W, making an interior angle of 127° 05' 58" with the last described course one hundred and twenty-three and 79/100 (123.79) feet to the point of intersection of street lines on the northwest corner of Windsor Street and Main Street;
- thence westerly along the north street line of Main Street on a bearing of N 45° 37' 18" W, making an interior angle of 190° 28' 22" with the last described course, four hundred and eleven and 67/100 (411.67) feet to an angle point;
- thence northerly along the east street line of Main Street on a bearing of N 39° 20' 03" W, making an interior angle of 173° 42' 45" with the last described course, five hundred and fifty-eight and 91/100 (558.91) feet to an angle point;
- thence northerly along the east street line of Main Street on a bearing of N 29° 00' 33" W, making an interior angle of 169° 40' 30" with the last described course, three hundred and ninety and 23/100 (390.23) feet to an angle point;

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thence northerly along the east street line of Main Street on a bearing of N 29° 38' 03" W, making an interior angle of 180° 37' 30" with the last described course, two hundred and twenty-seven and 62/100 (227.62) feet to the point of beginning, said course making an interior angle of 174° 59' 45" with the beginning course.

(2) Present Land Use

The present land use in the Project Area is predominantly non-residential in character. Of the total 57.77 net acres exclusive of street, 23.02 acres or 39.85% are in residential use; 34.75 acres or 60.15% are in non-residential use.

(3) Present Use and Type of Structures

The Project Area contains a total of 355 structures of which 115 are entirely residential in use, 87 are residential with some commercial use, 139 are in commercial use and 8 are in light industrial use. In addition, there are 11 structures devoted to public and semi-public uses.

USE AND TYPE OF STRUCTURES

<u>Use</u>	<u>Number</u>	<u>Type</u>	<u>Construction</u>
Total Residential	208		
Exclusively Residential	115	91 Multiple Story 5 Single 1 Single 7 Multiple 11 Single	Brick Brick Concrete Block Frame Frame
Residential with some Commercial Uses	83	79 Multiple Story 3 Single 1 Single	Brick Brick Frame
Supporting Public Semi-public Facilities	10	9 Multiple Story 1 Tower	Brick Stone
Total Non-Residential	147		
Commercial	135	60 Multiple Story 48 Single 5 Single 1 Single 9 Single 12 Single	Brick Brick Metal Cement Asbestos Concrete Block Frame
Light Industrial	11	11 Multiple Story 1 Single	Brick Brick
Public or Semi-Public	1		
TOTAL ALL STRUCTURES	355		

B. Characteristics of the Project Area

(1) Housing Conditions

American Public Health Association Surveys undertaken by the Hartford Health Department and the Redevelopment Agency resulted in the following findings:

a. Condition of Dwelling Units

Of the 994 dwelling units in the Project Area, 669 or 67% were rated as substandard by reason of lack of proper facilities, extent of deterioration and dilapidation, basic structural deficiencies or a combination thereof.

b. Condition of Residential Structures

Of the 208 residential structures in the Project Area, 141 or 68% were rated as substandard.

(2) Condition of Non-Residential Structures

Of the 147 non-residential structures, 72 or 49% were substandard because of structural deficiencies.

(3) Age of Structures

Of the total 355 structures within the Project Area, 22 have been erected in the last 25 years; 94 are between 25 and 44 years old and 239 are 45 years old and over. The 22 buildings which have been erected within the last 25 years are generally of such size and character as to have practically no beneficial effect as far as improving the character of the area is concerned.

	No.	Per Cent.
Less than 25 years old	22	6.2%
Between 25 and 44 years old	94	26.5%
45 years and older	239	67.3%
	355	100.0%

(4) Adverse Neighborhood Conditions

The Project Area is one of Hartford's most blighted and poorest neighborhood environments. The Area is devoid of many amenities necessary to a suitable family life and the proper rearing of children. Although certain community facilities (such as an elementary school, a neighborhood settlement house, a boys' club, and several churches) are within the Project Area, there is a shortage of proper parks and playground areas. The general inadequacy of the Project Area as a residential neighborhood is attested to by the fact that in 1958 approximately 17.5 per cent of the total arrests in the City and approximately 8 per cent of the City's welfare costs could be charged to this Area.

The mixture of deteriorated predominantly multi-family residential structures with varied types of non-residential uses, junk yards, coal yards, and a slaughter house situated along narrow, obsolete streets results in congestion by both automotive and pedestrian traffic. The heavy truck and other traffic traveling through and within the Area on these inadequate streets creates a serious hazard to the safety of children. Only two of the streets within the Area have a right-of-way greater than 40 feet. Even these are inadequate for the through traffic carried and the maneuvering of the numerous trucks which unload and load in the Area. Three streets (i.e. Trumbull, Orchard and Pleasant) have excessively steep grades. The intersection of Main, Morgan, Village and Windsor Streets had a second highest number of traffic accidents in 1958 of all intersections in Hartford.

The residents of the Area are unduly subjected to the ever present danger of fire intensified by the serious overcrowding of dilapidated structures. This condition is most prevalent in the center of the Project Area, east and west of Windsor Street (including Village and Portland Streets). This section contains about half the total number of dwelling units in the Project Area.

In addition to the threat of fire and traffic hazards, the residents live in an unhealthy neighborhood permeated with dust, dirt, odors, noise and confusion. Such adverse conditions result from the presence of the aforementioned non-residential uses carried on in generally dilapidated structures, junk and storage yards, and unpaved parking areas in and adjacent to residential structures.

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The Project Area is subjected to blighting influences to its north in the form of another blighted residential neighborhood. The railroad tracks which bound the Area on the east and north do nothing to enhance the residential amenities of the Project Area.

(5) Findings

Because of the number of structures which are substandard and unsafe by virtue of their deterioration, age and inadequacy of facilities, and because of existence of many neighborhood conditions adverse to a suitable residential environment, the Project Area is found to be deteriorated, substandard and detrimental to the health, safety, morals and welfare of the community.

III. DESCRIPTION OF THE PROPOSED DEVELOPMENT

A. General Provisions Of The Redevelopment Plan

The Redevelopment Plan provides for the acquisition of properties within the Project Area, the demolition of all structures upon the acquired land, the installation of new streets and utilities, the rough grading of the acquired land, and the disposition of the improved land by sale or lease, at a fair value, for the uses specified in the appropriate clauses of subsection D, Controls on Land Use and Buildings, hereunder. (See Map No. 8, "Redevelopment Plan," for general reference.) Such disposition of the improved land shall be made under suitable safeguards and conditions to be imposed under the terms of the sale or lease contracts. No structures will be rehabilitated which are acquired by the Redevelopment Agency.

B. General Purposes Of Project Clearance And Redevelopment

- (1) Clearance of substandard and deteriorated area which is detrimental to the safety, health, morals and welfare of the community.
- (2) Contribution toward the arrest and control of the spread of blight in the older sections of the City of Hartford.
- (3) Provision of space on the northern fringe of the Central Business District for uses necessary and desirable to compliment the Central Business District together with an improved traffic circulation and supporting off-street parking facilities.
- (4) Strengthening of City tax structure through increase of taxable values in and adjacent to the Project Area.

C. Relationship of Redevelopment Plan to Definite Local Objectives

This Redevelopment Plan has been designed in accordance with the long-range objectives for the general development of the City of Hartford as related to future land use, traffic circulation and off-street parking facilities in and adjacent to the Central Business District as outlined in the present General Plan of the City of Hartford's Commission on the City Plan and the "Interim Plan for Downtown" prepared by Rogers, Taliaferro and Lamb for said Commission.

- (1) The redevelopment of this Area clears a predominantly deteriorated and substandard area of mixed non-residential and residential uses and permits a non-residential use appropriate to the present General Plan.
- (2) The new modern wholesale--warehouse--limited retail--limited industrial adjunct to the Central Business District will strengthen the proper functioning of said District as well as provide a close-in location for the aforementioned types of commercial activities (many of which are being displaced by various governmental activities throughout the City) and thereby will directly help to preserve the economic life of Hartford.

- (3) The combination of new streets and widened streets with requirements for off-street parking and loading will facilitate the flow of traffic within both this Area and the Central Business District in accordance with the present General Plan and the "Interim Plan for Downtown".
- (4) In view of the new land uses, the need for additional neighborhood recreational and community facilities is eliminated with the exception of the expansion of land to become available to the Barnard-Brown School for playground and parking purposes.
- (5) Extensive relocation of utilities is made in accordance with the new street system for the Area and in conformity to the present General Plan.

D. Controls and Regulations On Land Use And Buildings

(1) Introduction

The following controls and regulations covering land use and buildings within the Windsor Street Project Area are designed to promote the redevelopment of the Area in accordance with local objectives as a non-residential adjunct to the Central Business District. They are deemed necessary as minimum requirements in the interests of the public health, safety, comfort, convenience and general welfare.

It is planned that virtually all buildings presently existing in the Project Area will be acquired for clearance and new construction; however, certain properties, as listed below, are considered to be of satisfactory structural condition, are being used for a purpose specifically allowed by this Plan, and may be made to conform to the land requirements stipulated in this document without the necessity for major structural modification are therefore indicated to remain subject to the acceptance of certain conditions as specified.

In the case of each existing building indicated to remain, and listed below, the owner(s) will be required to execute an agreement with the Agency for the reasonable modification of his building or property. With reference to his building, he must agree to modify or repair it in accordance with the requirements of the Redevelopment Agency. In such agreement the Agency may waive certain of its requirements if, upon application of the owner(s), it is demonstrated that the requirement would impose an undue hardship upon him.

With respect to existing properties slated for retention the owner(s) must agree to enlarge or otherwise modify his holdings by the purchase of additional land from this Agency, at fair market value for the reuse(s) specified in the Tract, if necessary to make said property conform to the Controls and Regulations herein. If upon application by the owner the Agency finds that undue hardship might result from the requirements of certain of these controls, regulations, etc., it may waive such requirements.

(a) Properties Not to Acquire

The following properties will not be acquired as they are occupied by standard structures with uses in conformity with this Plan and do not in any way detract from the redevelopment of the Project Area.

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<u>Block</u>	<u>Parcel</u>	<u>Ownership and Use</u>
1	2 & 3	Church of the Sacred Heart of Hartford
2	1	City of Hartford, Koney Tower and Park
2	2	City of Hartford, Barnard-Brown Elementary School
9	7	Metropolitan District Comm. Pumping Station
* 1	1	H. E. Wolfe; Firestone Tire & Rubber Co., its tenant

* This property is located at the extreme northeast corner of the Project Area bounded by the Railroad, a church and Ely and Main Streets; the present occupancy is in conformity with the Redevelopment Plan and the property is occupied by a standard building. Therefore this property has been excluded from acquisition.

(b) Properties To Be Acquired in Whole or in Part By The State of Connecticut Highway Department

Such acquisitions by the State will preclude acquisition of said properties by the Agency, however, in the cases where the State acquires only a portion of a parcel, the remaining portion will be acquired by the Agency.

<u>Block</u>	<u>Parcel</u>	<u>Extent of Acquisition by the State</u>
5	9	Portion
13	1	Portion
13	2	All
13	3	All
13	4	Portion
13	5	Portion
13	6	Portion
13	7	All
13	8	Portion
20	2	Portion
20	3	All

(c) Properties Tentatively Not to Be Acquired

The following properties will not be acquired if the Agency through negotiations with the owners of said properties is able to bind the owners to the conditions herein set forth to insure that these properties reasonably comply with and are bound by the controls of this Plan.

Ownership of
Properties Tentatively
Not to be Acquired

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<u>Block</u>	<u>Parcel</u>	
18	6	Doret Company

Conditions

This property is occupied by standard structures and its use is in conformity with this Plan. Since purchase the owner has installed an outside shaft and elevator, rehabilitated the heating system and has installed a sprinkler system. The owner has also built a larger warehouse structure adjacent to the first in 1955. This property has excellent rail siding facilities.

This property will not be acquired if the following conditions are satisfied:

- (1) the owner must agree to improve or modify his existing buildings to conform to the requirements of this Plan.
- (2) the owner must agree to acquire from this Agency at fair market value for the specific reuse such additional property as may be necessary to bring such buildings into conformity with these controls.

Due to the location of the buildings it is understood that front and side yard requirements are impossible of achievement and conformity to such is hereby suspended; provided, however, that during the term of the Controls set forth in this Plan any new construction upon such parcels must conform to all of the requirements of this Plan.

3	2 & 4	Capitol Motors, Inc.
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This property is occupied by a standard structure and its use, a large new car agency, is in conformity with this Plan. The structure has been modernized to suit the needs of such an operation and its use is considered as an appropriate one for this area.

3	3 & 5	Louis Morganstein
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4	7 & 10	Capitol Motors, Inc.
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This property will not be acquired if the following conditions are satisfied:

- (1) the owner must agree to improve or modify his existing buildings to conform to the requirements of this Plan.
- (2) the owner must agree to acquire from this Agency at fair market value for the specific reuse such additional property as may be necessary to bring such buildings into conformity with these controls.

Due to the location of the building(s) it is understood that side yard requirements are impossible of achievement and conformity to such is hereby suspended; provided, however, that during the term of the controls set forth in this Plan any new construction upon such parcels must conform to all of the requirements of this Plan.

(2) Zoning

The existing zoning within the Project Area is shown on Map No. 6, "Present Zoning," while the proposed zoning is indicated on Map No. 7, "Proposed Zoning." The Commission on the City Plan will propose to the Court of Common Council a zoning Amendment to effectuate the zoning proposed for the Project Area as indicated on the aforementioned Map No. 7. The Court of Common Council will then take action to adopt said Amendment.

(3) Building Restrictions

The use, height and bulk of buildings erected in the Project Area shall be governed by the applicable controls and regulations as contained hereinafter in Section 4, "Land Use Controls and Regulations On Buildings." The construction of buildings erected in the Project Area shall be in accordance with the Building Code of the City of Hartford.

(4) Land Use Controls And Regulations On Buildings

The hereinafter mentioned tracts and lots within the Project Area are those as denoted on Map No. 8, "Redevelopment Plan." To facilitate reference to the land use controls and regulations on buildings, the statement of these controls and regulations is made in the following sequence:

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SERIES A

CONTROLS AND REGULATIONS APPLYING TO ALL TRACTS, LOTS OR PARCELS WITHIN THE PROJECT AREA

Clause A-1. Conformity with Codes and Redevelopment Plan

All redevelopment of tracts or lots within the Project Area shall be in accordance with the Zoning Ordinance of the City of Hartford, the Building Code of the City of Hartford, all applicable statutes and local ordinances, the Redevelopment Plan for the Windsor Street Redevelopment Project as adopted by the Hartford Redevelopment Agency and approved by the Court of Common Council, the State of Connecticut Development Commission, and the Urban Renewal Administration of the Housing and Home Finance Agency, and with the applicable provisions of these Redevelopment Plan Controls and Regulations on Land Use and Buildings, which form a part of the Redevelopment Plan, whichever of these several documents or parts thereof shall be the most restrictive with respect to a particular matter.

Clause A-2. Illustrative Site Plan

The Hartford Redevelopment Agency shall prepare and publish for the information and guidance of prospective redevelopers an illustrative site plan. This plan will indicate the Agency's preferred development of each tract or lot in the Project Area and shall be intended for the guidance of all interested parties.

Clause A-3. Design Plan

Every prospective Redeveloper of a tract or lot within the Project Area shall submit a Design Plan to indicate his conformance with these controls and regulations.

Such a plan will consist of maps, building and site plans, diagrams and specifications sufficient to illustrate the Redevelopers' intentions with respect to the development of the tract or parcel in question and shall be prepared in two stages, a preliminary and a final, by a Registered Professional Engineer or Architect.

The Hartford Redevelopment Agency shall approve, disapprove or give conditional approval to any Design Plan received by it within a reasonable time from its receipt. In its consideration of this Plan the Agency shall be guided by the written comments of the Commission on the City Plan, the City Engineer, the Public Works Director, the Traffic Engineer and the Director of Parks and Recreation.

A Preliminary Design Plan shall consist of maps, plans, profiles, specifications and supporting documentation necessary to indicate the general nature of the proposal with respect to the following elements:

- (a) The Site: including existing and proposed grades or elevations; the size and shape of the building and its location on the site; location of parking, loading-unloading areas, driveways and landscaped areas; etc. All site information shall be shown on a plan scale not greater than 1" equals 50'-0".
- (b) The Buildings: including plans of all levels showing floor elevations and general layout of interior spaces; elevations of all facades showing heights, materials, finish and signs; cross-sections indicating nature of construction.
- (c) The Specifications: including the buildings; footings and foundations; parking and other paved areas outside the building(s); landscaped areas including plant materials including sizes and species proposed.

The Final Design Plan shall show such additional data as may be required by the Agency not indicated previously.

Clause A-4. Accessibility

Every tract or lot redeveloped within the Project Area shall be accessible directly by a public street shown upon the Redevelopment Plan.

Clause A-5. Restrictions Upon Residential Uses

No residential uses will be permitted on any tract, lot or premises within the Project Area, and except that the Hartford Redevelopment Agency may, subject to appropriate safeguards in harmony with the provisions and general purposes of the zoning ordinance, approve the inclusion of residential quarters for a limited number of personnel to reside on the premises for the safe and proper operation of a permitted use on said premises.

Clause A-6. Temporary Structures

No temporary building or structure, other than a contractor's office and/or storage shed, shall be permitted on any tract or lot within the Project Area.

Clause A-7. Nuisances

No activity which is noxious or offensive by reason of the emission of noise, dust, smoke, fumes, odor, vibration, or excessive light beyond the boundaries of its tract or lot shall be carried on upon any lot or premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance within the Project Area.

Clause A-8. Outdoor Storage

No outdoor storage or storage not within a completely enclosed building or structure will be permitted within the Project Area except that temporary storage, during the business day, of goods or products awaiting shipment, or received by delivery, on the same day may be permitted.

Clause A-9. Accessory Off-Street Parking

1. Every tract, lot or premises in separate ownership or tenancy shall be provided with sufficient area for the parking, off-street, of employees' and customers' motor vehicles.
2. Such area must generally be located within the side or rear yards of the lot but may under particular circumstances occupy a portion of the front yard also; or may be provided for within, on the roof of or underneath the main building.
3. In general the number of parking spaces required shall be based upon the number of persons employed on the premises and the number of customers likely to need such parking facilities; space set aside for parking shall be at the rate of 180 square feet per car exclusive of driveways and maneuvering areas.
4. All parking spaces, including driveways and maneuvering areas, shall be suitably paved, drained and lighted in accordance with specifications approved by the City Engineer.
5. All driveways giving access to parking and loading areas shall be designed to give safe and convenient access to those facilities and may occupy a portion of the front, side or rear yards; however, such driveways may not enter the adjacent street at a distance of less than 50' from an intersection.

Clause A-10. Accessory Off-Street Loading

1. For every tract, lot or premises in separate ownership or tenancy the minimum standard for the provision of off-street loading facilities shall be provided at the rate of one berth for every 25,000 square feet of main building; no building shall be built without at least one such berth except at the discretion of the Agency.
2. All such berths shall be located on the side or rear yard of the premises and must be at least 12' wide, 40' long, and 14' in clear height.
3. All such berths shall be suitably paved, drained, and lighted in accordance with specifications approved by the City Engineer.

4. These requirements may be altered, amended or revised by the Agency, upon application by the prospective redeveloper, if a feasible alternative method or the provision of off-street loading facilities is agreed upon; such alternative must be consistent with the objectives of this clause.

Clause A-11. Signs

The design, construction and display of all signs for all buildings or structures shall be subject to the following regulations:

1. One or more business signs, relating solely to the business or industry conducted on the premises may be affixed to each facade of the main building or structure provided that the area of each sign may not exceed $1\frac{1}{2}$ square feet per lineal foot of the facade upon which it is affixed nor exceed a maximum area of 200 square feet on said facade.
2. Temporary signs may be installed for the purpose of offering for sale, rent or lease of the premises; or in the case of building construction under way on the site, for the identification of the building contractor, owner, architect, etc. No such temporary sign shall exceed 50 square feet in area.

Clause A-12. Lot Area and Frontage

Every lot or parcel of land shall have a minimum frontage on a public street of 100' and a minimum area of 20,000 square feet, however, nothing in this section shall be construed as prohibiting the rental or lease of a portion of a building or structure built thereon.

Clause A-13. Front Yards

All buildings or structures must be set back a minimum distance of 30' as measured from the street line. In a case where more than one such street line affects the subject tract or parcel, the Agency shall at its discretion, set the number of such set-backs. Such area may be used for parking of motor vehicles at the discretion of the Agency, however, not less than one-third of such required front yard shall be landscaped.

Clause A-14. Side and Rear Yards

All buildings or structures shall be set back from side or rear lot lines one-half (1/2) foot for each foot of building height, but in no case shall such yards be less than 15'; provided, however, that when the right-of-way of a railroad freight spur tract or siding is immediately adjacent to such side or rear lot line, this minimum shall not apply.

Clause A-15. Landscaping

All areas not specifically designated for parking, access drives, loading-unloading docks and walks must be suitably landscaped and such areas must contain, in addition to grass or turf, shrubs and trees of suitable size and number as to generally enhance the property and the Windsor Street Project Area.

Clause A-16. Fences and Walls

Any lot or part thereof may be bounded on one or more sides by a substantial steel link-mesh fence or equivalent provided such fence is to be erected primarily for the prevention of trespassing or where a safety hazard exists. Stone or masonry walls not more than 4' in height may be constructed to prevent the erosion of embankments or for the enhancement of the property or premises.

No fence or wall shall exceed 8' in height above the ground level along a side or rear lot line, nor four feet along the front or street line except with the approval of the Agency.

Clause A-17. Properties Exempted From the Application of These Controls

Certain properties, four in number, while lying within the boundaries of the Windsor Street Project Area are exempted from conformity with certain clauses in this Document. These properties are listed in the Introduction, Paragraph D. 1 c, to this Section of the Redevelopment Plan.

SERIES B

CONTROLS AND REGULATIONS APPLYING TO SPECIFIC TRACTS, LOTS OR PARCELS WITHIN THE PROJECT AREA

Clause B-1. Tracts 1, 2, 3 and 6-1

A. Permitted Uses - These several tracts fall within the Special Industrial (Industrial Zones (Tract 2) as described in the Zoning Ordinance of this City; the use of buildings, land or structures located thereon will, however, be bound by the following restrictions on use:

1. Research Laboratories, manufacturing, processing storage, wholesaling or warehousing of goods and materials but excluding the following:
 - a. Carpet, rag and bag cleaning establishments.
 - b. Coal, oil, coke, lumber and woodyards; contractor's plant or storage yard; building or yard for the storage of bailing or scrap paper, iron, bottles, rags or junk; automobile wrecking yard; abattoir or meat processing plant.
2. Other uses similar to those permitted above.
3. Accessory uses located on the same lot.

B. Accessory Off-Street Parking - Every lot or premises in separate ownership or tenancy within this Tract shall be provided with an accessory off-street parking area in accordance with the following schedule:

1. Manufacturing or Industrial Establishment, or Research Laboratory - Two (2) parking spaces for each three (3) persons customarily employed at any one period of time.
2. Storage and Wholesale Establishment or Distributing Station - One (1) parking space for each two (2) persons customarily employed at any one period of time.

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3. Display Wholesale Warehouse - Three (3) parking spaces for each four (4) persons customarily employed at any one period of time plus adequate additional space for customer parking but in no case less than five (5) spaces.
4. Other Uses Not Specifically Listed - The same requirement as for the most similar listed use.
5. Mixed Uses - Total requirement shall be the sum of the requirements of the component uses computed separately in accordance with provisions of this clause.

C. Building Area - No principal building or structure or group thereof on any lot within this tract shall have a building area in excess of fifty (50%) per cent of the tract or lot area.

D. Floor Area Ratio - No principal building or structure or group thereof on any lot within this tract shall have a Floor Area Ratio in excess of 1.00 not including a parking area primarily designed as such provided it is within, on top of, or beneath the structure.

Clause B-2. Tract 4

As all properties in Tract 4 are excluded from acquisition, this tract will be subject only to the restrictions of Business Zone 3 as described in the Zoning Ordinance of this City.

Clause B-2. Tract 5

A. Permitted Uses - This tract falls within the Business Zone 3 as described in the Zoning Ordinance of this City; the use of buildings, land or structures located thereon will, however, be restricted to the following:

1. Public or semi-public building, structure or use
2. Office building, bank, wholesale office and sample room
3. Newspaper establishment, job printing or accessory printing
4. Carting and express hauling if permitted by the Board of Appeals in accordance with the provisions of Section 42-20 of the Zoning Ordinance of the City of Hartford Enacted November 28, 1949 with Amendments to August 28, 1961.
5. Any business or service similar to those permitted above

B. Accessory Off-Street Parking - Every lot or premises in separate ownership or tenancy within this Tract shall be provided with an accessory off-street parking area on the same lot or premise, in accordance with the following schedule of uses:

1. Office Building, Bank, or Other Public, Semi-Public, Business or Professional Office - One (1) parking space for each 300 sq. ft. of gross floor area, excluding basements.
2. Commercial Service Establishment or Distributing Station - One (1) parking space for each two (2) persons customarily employed at any one period of time plus adequate additional space for customer parking, but not less than 5 spaces for such use.
3. Other Uses Not Specifically Listed - The same requirement as for the most similar listed use.

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4. Mixed Uses - Total requirement shall be the sum of the requirements of the component uses computed separately in accordance with provisions of this clause.
- C. Building Area - No principal building or structure or group thereof on any lot within this tract shall have a building area in excess of fifty (50%) per cent of the tract or lot area.
- D. Floor Area Ratio - No principal building or structure or group thereof on any lot within this tract shall have a Floor Area Ratio in excess of 2.00 not including a parking area primarily designed as such provided it is within, on top of, or beneath the structure.

Clause B-4.

Tracts 6-2, 7*, 8-1**, 8-2 and 9

- A. Permitted Uses - This tract falls within the Business Zone 2 as described in the Zoning Ordinance of this City; the use of buildings, land or structures located thereon will, however, be restricted to the following:

1. Office building, bank, wholesale office and sample room
2. Newspaper establishment, job printing or accessory printing establishment
3. Storage and wholesale establishment or distributing station, display wholesale warehouse, and buildings used in whole or in part for storage purposes
4. Carting and express hauling if permitted by the Board of Appeals in accordance with the provisions of Section 42-20 of the Zoning Ordinance of the City of Hartford Enacted November 28, 1949 with Amendments to August 28, 1961
5. Public or semi-public building, structure or use
6. Open wall garage without repair facilities
7. Any business or service similar to those permitted above
8. Accessory uses located on the same lot with the buildings

*Tract 7 - Preferred Development - In negotiating for the sale of Tract (7), the Agency will give preference to a Redeveloper who will agree to purchase the entire tract and develop it as a single entity, designed and intended for uses 1 through 8 set forth above.

**Tract 8-1 only - Gasoline filling stations, including sales of tires and other motor vehicle accessories, and the making of light repairs with hand tools if permitted by the Zoning Board of Appeals in accordance with the provisions of Section 42-20 of the Zoning Ordinance of the City of Hartford enacted November 28, 1949 with amendments to August 28, 1961.

- D. Accessory Off-Street Parking - Every lot or premises in separate ownership or tenancy within this Tract shall be provided with an accessory off-street parking area on the same lot or premises, in accordance with the following schedule of uses:

1. Office Building, Bank, Public, Semi-public, or other Business or Professional Office - One (1) parking space for each 500 sq.ft. of gross floor area, excluding basement.

2. Storage and Wholesale Establishment or Distributing Station - One (1) parking space for each two (2) persons customarily employed at any one period of time.
 3. Display Wholesale Warehouse - Three (3) parking spaces for each four (4) persons customarily employed at any one period of time plus adequate, additional space for customer parking but in no case less than five (5) spaces.
 4. Other Uses Not Specifically Listed - The same requirement as for the most similar listed use.
 5. Mixed Uses - Total requirement shall be the sum of the requirements of the component uses computed separately in accordance with provisions of this clause.
- C. Building Area - No principal building or structure or group thereof on any lot within this tract shall have a building area in excess of fifty (50%) per cent of the tract or lot area. However, in the case of Tract 7, if a redeveloper agrees to develop this Tract in accordance with the preferred development clause above and demonstrates adherence to the controls of this Plan, then the building area may be increased to sixty (60%) per cent of the Tract area.
- D. Floor Area Ratio - No principal building or structure or group thereof on any lot within this tract shall have a Floor Area Ratio in excess of 1.50 not including a parking area primarily designed as such provided it is within, on top of, or beneath the structure.

Clause B-5. Tract 10*

- A. Permitted Uses - This tract falls within the Business Zone 2 as described in the Zoning Ordinance of this City; the use of buildings, land or structures located thereon will, however, be restricted to the following:
1. Office building, bank, wholesale office and sample room
 2. Newspaper establishment, job printing or accessory printing establishment
 3. Storage and wholesale establishment or distributing station, display wholesale warehouse, and buildings used in whole or in part for storage purposes
 4. Carting and express hauling if permitted by the Board of Appeals in accordance with the provisions of Section 42-20 of the Zoning Ordinance of the City of Hartford Enacted November 28, 1949 with Amendments to August 28, 1961
 5. Public or semi-public building, structure or use
 6. Open wall garage without repair facilities
 7. Any business or service similar to those permitted above
 8. Accessory uses located on the same lot with the buildings
 9. Gasoline filling station, including sale of tires and other motor vehicle accessories, and the making of light repairs with hand tools if permitted by the Board of Appeals in accordance with the provisions of Section 42-20 of the Zoning Ordinance of the City of Hartford Enacted November 28, 1949 with Amendments to July 28, 1958.
 10. Restaurant or restaurants, arranged, intended and designed as essential accessory primarily to serve the workers, customers, and visitors in the Project Area; provided that the total gross floor area of such restaurants shall not exceed 5,000 sq.ft. and subject to Section 42-10 of the Zoning Ordinance of the City of Hartford.

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Tract 10 - Preferred Development - In negotiating for the sale of this Tract, the Agency will give preference to a redeveloper who will agree to purchase the entire Tract and develop it as a single entity, designed and intended for the uses set forth above.

B. Accessory Off-Street Parking - Every lot or premises in separate ownership or tenancy within this Tract shall be provided with an accessory off-street parking area on the same lot or premises, in accordance with the following schedule of uses:

1. Office Building, Bank or Other Public, Semi-public, Business or Professional Office - One (1) parking space for each 500 sq.ft. of gross floor area, excluding basement.
2. Restaurant - Four (4) parking spaces minimum, plus one (1) additional parking space for each 150 square feet of floor area available to patrons in excess of the first 1,000 sq.ft.
3. Gasoline Filling Station, Repair or Service Station - One (1) parking space for each person customarily employed at any one time, and sufficient parking spaces for all vehicles being serviced at one time, but not less than a total of five (5) parking spaces.
4. Display Wholesale Warehouse - Three (3) parking spaces for each four(4) persons customarily employed at any one period of time, plus adequate additional space for customer parking but in no case less than five(5) spaces.
5. Storage and Wholesale Establishment or Distributing Station - One(1) parking space for each two(2) persons customarily employed at any one period of time.
6. Other Uses Not Specifically Listed - The same requirement as for the most similar listed use.
7. Mixed Uses - Total requirement shall be the sum of the requirements of the component uses computed separately in accordance with provisions of this clause.

C. Building Area - No principal building or structure or group thereof on any lot within this tract shall have a building area in excess of fifty (50%) per cent of the tract or lot area. However, in the case of Tract 10, if a redeveloper agrees to develop this Tract in accordance with the preferred development clause above and demonstrates adherence to the controls of this Plan, then the building area may be increased to sixty (60%) per cent of the Tract area.

D. Floor Area Ratio - No principal building or structure or group thereof on any lot within this tract shall have a Floor Area Ratio in excess of 1.50, not including a parking area primarily designed as such provided it is within, on top of, or beneath the structure.

Clause B-6. Tract 11

- A. Permitted Uses - This tract falls within the Business Zone 3 as described in the Zoning Ordinance of this City; the use of buildings, land or structures located thereon will, however, be restricted to the following:
1. Office building, bank, wholesale office and sample room
 2. Newspaper establishment, job printing or accessory printing establishment
 3. Motor vehicle sales agency for new or used vehicles including outdoor display of such vehicles if permitted by the Board of Appeals in accordance with the provisions of Section 42-20 of the Zoning Ordinance of the City of Hartford Enacted November 28, 1949, with Amendments to July 28, 1958.
 4. Building for repair and service of motor vehicles, providing that no repairs or service of any kind be conducted elsewhere than within the building if permitted by the Board of Appeals in accordance with the provisions of Section 42-20 of the Zoning

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Ordinance of the City of Hartford Enacted November 28, 1949, with Amendments to July 28, 1958.

5. Public or semi-public building structure or use
6. Any business or service similar to those permitted above

B. Accessory Off-Street Parking - Every lot or premises in separate ownership or tenancy within this Tract shall be provided with an accessory off-street parking area on the same lot or premises in accordance with the following schedule of uses:

1. Office Building Bank, or Other Public, Semi-Public, Business or Professional Office - One (1) parking space for each 500 sq. ft. of gross floor area, excluding basements.
2. Repair or Service Facility - One (1) parking space for each person customarily employed at any one time, and sufficient parking spaces for all vehicles being serviced at one time, but not less than a total of five (5) parking spaces.
3. Display Wholesale Warehouse - Three (3) parking spaces for each four (4) persons customarily employed at any one period of time, adequate, additional space for customer parking but in no case less than five (5) spaces.
4. Commercial Service Establishment or Distributing Station - One (1) parking space for each two (2) persons customarily at any one period of time, plus adequate additional space for customer parking, but not less than five (5) spaces for such use.
5. Other Uses Not Specifically Listed - The same requirement as for the most similar listed use.
6. Mixed Uses - Total requirements shall be the sum of the requirements of the component uses computed separately in accordance with provisions of this clause.

C. Building Area - No principal building or structure or group thereof on any lot within this tract shall have a building area in excess of fifty (50%) per cent of the tract or lot area.

D. Floor Area Ratio - No principal building or structure or group thereof on any lot within this tract shall have a Floor Area Ratio in excess of 2.00 not including a parking area primarily designed as such provided it is within, on top of, or beneath the structure.

Clause B-7. Tract 12

A. Permitted Uses - This tract falls within the Business Zone 3 as described in the Zoning Ordinance of the City and the use of buildings, land or structures located thereon will, however, be restricted to the following:

1. High rise hotel, including restaurant, retail store, and personal service establishments customarily associated with such high rise hotel.
2. High rise office building, including restaurant, retail stores and personal service establishment customarily associated with such a high rise office building.
3. Auditorium, concert hall, convention hall, lecture hall, theater, or similar place of public assembly.
4. Open-wall garage without repair facilities.

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B. Accessory Off-Street Parking - Every lot or premises in separate ownership or tenancy within this Tract shall be provided with an accessory off-street parking area on the same lot or premises in accordance with the following schedule of uses:

1. High rise hotel and associated uses:
One (1) parking space for each guest bedroom or guest suite, plus one (1) parking space for each three (3) persons customarily employed at any one period of time.
2. High rise office building and associated uses:
One (1) parking space for each 500 square feet of gross floor area, excluding basements.
3. Auditorium, concert hall, convention hall, lecture hall, theater, or other place of public assembly not otherwise classified:
One (1) parking space for each four (4) persons of authorized maximum capacity as determined by the Fire Department of the City of Hartford.

C. Preferred Development - In negotiating for the sale of this Tract, the Agency will give preference to a Redeveloper who will agree to purchase the entire tract and develop it as a single entity designed and intended for a high rise building with an adjoining open wall parking structure, the construction of which will be limited to the following conditions:

1. A high rise hotel or high rise office building limited to a maximum height of 170' to be constructed on the western one-third of this Tract. Its building area for the first two full stories may cover a maximum of seventy-five (75%) per cent of the area designated for this high rise use. Building area for the tower structure may not exceed thirty (30%) per cent of said designated area.

The remaining two-thirds of this Tract may be used primarily for the construction of an open wall parking garage to fulfill the parking requirements of the high rise structure and the other allowed uses. This parking garage may not cover more than seventy-five (75%) per cent of the area designated for this use.

The arrangement of such buildings may be altered or revised if the prospective Redeveloper supplies to the satisfaction of the Agency a feasible alternative method. In addition, certain set-back requirements specified in the controls may be waived by the Agency depending upon the particular layout and design of the prospective Redeveloper.

D. Interim Use of Gas Station and Parking - The Agency at its discretion may permit the following interim uses of cleared land on a license or lease basis.

1. Ground level parking
2. Temporary gasoline filling stations if permitted by the Board of Appeals in accordance with the provisions of Section 42-20 of the Zoning Ordinance of the City of Hartford enacted November 28, 1949 with amendments to July 28, 1958.

However, the interim use will be permitted only for such a duration and under such conditions as will not impede in any way the redevelopment of the Project site.

Clause B-8. Tract 13

Permitted Uses - This tract falls within the Business Zone 3 as described in the Zoning Ordinance of this City. Its use, however, is limited to highway and ancillary facilities of the State of Connecticut. Such use may also include landscaped park areas.

E. Street Layout and Utilities(1) Streets

The system of streets in the Project Area is intended to provide for efficient circulation within the Area. Market Street will be relocated and extended northward to the existing East Avon Street which connects with Windsor Street. Thus, Market Street will serve as an entry into the Area from the south and function as an interior artery parallel to Windsor Street. Windsor Street will be discontinued at its intersection with the extension of Trumbull Street and will provide access to the Project Area from the north. An extension will be constructed to connect Trumbull Street with Market Street permitting access to the Area from the west. Certain additional service streets will remain and others will be discontinued in part or in whole in order to promote proper vehicular circulation within the Area. The street system has been planned so as to provide for circulation consistent with the General Plan and the Interim Plan for Downtown. The East-West Highway is being constructed by the State of Connecticut through the Project Area along its southern boundary. (See Map No. 5, "Street Improvements.")

(2) Utilities

Changes in the location of utilities serving the Project Area will be made in accordance with the new street pattern. All major utilities will be relocated within the proposed rights-of-way for Windsor, Market, Trumbull, East Avon (tentatively indicated as Service Street "B") and North Front (tentatively indicated as Service Street "A") Streets. Certain utility easements may be maintained in the to-be-vacated portions of Market, Pleasant and North Front Streets. (See Map No. 9, "Utilities-Sewer and Water"; Map No. 10, "Utilities-Gas and Telephone" and Map No. 11, "Utilities-Electricity.")

F. Covenants and Conditions

The Redevelopment Agency shall require in all agreements, leases, deeds and other instruments from or between the Agency and to or with a redeveloper or existing property owner who is permitted to remain in the Project Area, by covenants running with the land or other appropriate provisions, that said property owners, purchasers or lessees of land in the Project Area:

- (1) Agree to develop and use the land in accordance with the Redevelopment Plan; and
- (2) Agree to begin and complete the improvements in the Project Area within the period of time determined by the Agency to be reasonable; Provisions may be made for the extension of such time limit with the approval of the Agency; and
- (3) Agree not to effect or execute any agreement, lease, conveyance or other instrument whereby land in the Project Area is restricted upon the basis of race, creed or color, in the sale, lease, use or occupancy thereof; and
- (4) Agree, in order to prevent speculation in the Project Area, that the property shall be developed and used in accordance with the Redevelopment Plan or such Plan as modified with the approval of the Agency; that the

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building of the improvements shall be begun within a period of time which the Agency fixes as reasonable and that all transfers of properties by the Redeveloper shall, within such period of time which the Agency shall determine, be subject to the consent of the Agency.

G. Interim Use

The Redevelopment Agency at its discretion may permit interim use of cleared Project land on a license or a lease basis. Interim use in all cases refers to ground level parking except in Tract 12 where along with ground level parking temporary gasoline filling stations will be allowed if permitted by the Board of Appeals in accordance with the provisions of Section 42-20 of the Zoning Ordinance of the City of Hartford enacted November 28, 1949 with Amendments to July 28, 1958.

IV. METHOD OF RELOCATION

A. Analysis Of Relocation Needs Of Families And Businesses

(1) Schedule of Families to be Displaced

A total of 1,003 families, along with 127 lodgers, will be displaced by redevelopment in the Windsor Street Project Area.

FAMILY BREAKDOWN

	<u>Single Person</u>	<u>Two or More Persons</u>	<u>Total</u>
White	74	373	447
Non-White	105	451	556
Total	179	824	1,003

The Agency will be responsible for rehousing all eligible families to be displaced from the Project Area.

(2) Family Income

According to the A.P.H.A. Survey, the average annual income per family is approximately \$2,800.

(3) Rents Now Being Paid

According to the A.P.H.A. Survey, the average dwelling unit in the Area is a four room unit. Rents for all units range from approximately \$30 per month to \$120 per month. Information supplied by the Director of the City's Department of Housing indicates that the average four room unit in older structures throughout the City rents for approximately \$70 per month or \$17.50 per room.

(4) Schedule of Housing Eligibility

The 1,003 families in the Project Area are distributed according to housing eligibility on the basis of family size, income, and the admission income schedule of the Hartford Housing Authority as follows:

- a. 412 families are eligible for low-rent public housing.
- b. 135 families are eligible for state-aided moderate rental housing.
- c. 456 families are to be housed in private accommodations or F.H.A. Section 221 relocation housing units.

Amounts of rent which families can pay will be estimated using family size and total income as a guide. Rent paying ability will be computed on the basis of approximately 25 per cent of the total family income. Such a standard compares favorably with the ratio used to determine rent to be paid in local public housing.

(5) Relocation Needs Of Businesses

A total of approximately 238 businesses will be displaced from the Project Area. Since they differ in kind and size, there will be great variation in their relocation requirements as to location, space, parking, loading and other facilities. The Redevelopment Agency will be responsible for assisting these commercial and industrial establishments to find suitable relocation quarters.

B. Method of Relocation

(1) Method of Relocation

- a. The Redevelopment Agency has established a Relocation Office. The office staff is supervised and paid by the Redevelopment Agency.
- b. Relocation of families eligible for public housing operated by the Hartford Housing Authority will be handled as follows:
 - 1. The Hartford Housing Authority will utilize its present organizational procedures in handling the relocation of eligible families in low and moderate rental public housing units. Priority will be given to families relocated from Redevelopment Projects.
 - 2. The policy authorizing the relaxation of admission limits for low-rent public housing will be carried out in accordance with Section 404.1 of the P.H.A. Low Rent Housing Manual.
- c. Relocation of families eligible for Private housing will be handled as follows:
 - 1. The Relocation Office, established by the Redevelopment Agency, will locate private rental housing by maintaining contact with realtors, rental agencies, rooming house and hotel operators, building owners, and others who may control dwelling units which may be up for sale or rent.
 - 2. Private rental dwelling units located by the Relocation Office will be inspected in order to insure that such units are decent, safe and sanitary.
 - 3. Once the private rental dwelling units have been inspected and certified, families will be relocated as rapidly as possible.
- d. In cases where families have voluntarily relocated in private dwelling units, the Relocation Office will inspect such units in order to insure that they are decent, safe and sanitary.
- e. Relocation of business establishments will be carried out in terms of the following four-point program:
 - 1. The Relocation Office will conduct a detailed survey to determine relocation needs of individual business establishments located in the Project Area.
 - 2. The Relocation Office will analyze the findings of the detailed survey of business establishments and will seek solutions to individual relocation problems on the basis of the survey findings.

3. The Relocation Office will bring individual business operators together with local financial and real estate experts and with other appropriate persons in an effort to facilitate solutions to individual relocation needs.
4. A listing of vacant business structures within the City of Hartford will be compiled by the Relocation Office on the basis of information supplied by realtors and others and said information will be made available to any business relocatee desiring it.

(2) Method of Temporary Relocation

The use of temporary housing accommodations is not an assumed element in the Relocation Plan, and will be avoided wherever possible. However, in cases of emergency or necessity, i.e. a hazardous building condition resulting from dilapidation, fire damage, etc., or to expedite demolition, it may be necessary to temporarily relocate a small number of families within the Project Area.

Such housing will be given a pre-occupancy inspection by the Relocation Office Staff to determine if it is in a safe and habitable condition and generally not less desirable than the previous quarters occupied by the family. The Relocation Office will maintain its responsibility to relocate these families in suitable permanent accommodations as soon as possible and will attempt to mitigate any inconveniences or hardship that might ensue.

(3) Tenant Relations

The Relocation Office of the Redevelopment Agency will function as a tenant relations and tenant information center in order to effectuate the relocation process with a minimum of hardship to the families and business establishments concerned, as well as to foster good public relations and insure the success of the program.

(4) Evictions

It will be the policy of the Redevelopment Agency to avoid evictions wherever possible. Evictions will be resorted to in only five instances:

- a. Non-payment of rent.
- b. Maintaining a nuisance
- c. Refusal to accept adequate permanent housing accommodations as defined above.
- d. Illegal or immoral use of the premises.
- e. Failure to cooperate with the Redevelopment Agency, i.e., refusal to accept temporary accommodations, refusal to admit a relocation interviewer or to furnish necessary information, etc.

C. Availability of Sufficient Suitable Living Accommodations

(1) Accessibility of Housing

All public housing facilities available for relocation of families are located within the City of Hartford and easily accessible to transportation and to places of employment throughout the Greater Hartford Area. With respect to relocation in private housing, it may be necessary to utilize accommodations located in adjoining towns. Adequate bus and highway facilities integrate the area and assure reasonable accessibility from most sections. However, the location of such units will be checked to insure that no hardship will be worked upon families affected.

(2) Comparison of Estimated Relocation Needs and Availability of Accommodations^{1/}

The following information on the annual supply of the various types of housing accommodations is based upon (1) the present number of low-rent and moderate-rental public housing units and the annual number of vacancies which occur in public housing according to the Hartford Housing Authority, and (2) the number of private housing units in Hartford and an estimate, based upon the most reliable information currently available, of the annual turnover in these units.

<u>Housing</u>	<u>Relocation Demands</u>	<u>Annual Supply</u>	<u>Prices and Rentals</u>
Federally-aided low-rent Housing Projects	412 units	492 units	\$25-75 Rental
State-aided Moderate rental Housing Projects	135 units	279 units	\$65-90 Rental
Private Housing	456 units	1800 units	Av. \$25-135 Rental

V. METHOD OF LAND ACQUISITION, CLEARANCE, AND SITE PREPARATION

The real property to be acquired for the purposes of redevelopment shall be acquired by purchase or gift, with the approval of the Court of Common Council of the City of Hartford by the exercise of the power of eminent domain granted to the Redevelopment Agency under Chapter 130 of the Connecticut General Statutes, Revision of 1958, as amended. Upon the acquisition of property, the Redevelopment Agency will demolish the structures so designated, remove abandoned utilities and street pavement where necessary, fill and rough grade the land, and remove all debris in the Project Area. For details on streets and utilities see Section III-E of this Plan and Map Nos. 9, 10 and 11.

VI. METHOD OF LAND DISPOSITION

After clearance and preparation of the real property acquired for redevelopment, the Redevelopment Agency will sell or lease such property to a redeveloper or developers on the basis of the fair value of such property for the uses specified in this Redevelopment Plan. In determining the fair value of said real property, the Redevelopment Agency shall have the benefit of appraisals or marketability studies made by competent independent persons employed by the Agency under contract. The property will be sold or leased in such parcels as the Redevelopment Agency determines will best serve the effectuation of this Redevelopment Plan as a whole.

The Redevelopment Agency will publicly announce its intention to negotiate with interested persons, firms or corporations to redevelop and purchase or lease the real property acquired, or any part thereof, for the purposes of redevelopment as designated by the Agency. The Redevelopment Agency at its discretion may give preference to persons, firms or corporations who have been displaced by governmental action (local, state or federal) from locations within the City of Hartford if such persons, firms or corporations qualify as suitable developers as defined in Section III-D, "Controls and Regulations On Land Use and Building," of this Redevelopment Plan. The Redevelopment Agency shall reserve the right to determine in its sole discretion the best offer or proposal among the offers or proposals submitted as regards the disposition of any particular redevelopment disposition tract. No offer or proposal shall be accepted unless and until the Redevelopment Agency shall have made a satisfactory determination as to the financial ability of the Redeveloper to carry out such proposal. The sale or lease of the real property

^{1/} Based on the availability of housing over a 12-month period.

within the Project Area shall be conditioned on the development and use of the property in conformity with this Redevelopment Plan and shall be subject to all other conditions and restrictions contained within this Plan. To assure proper development, the purchaser or lessee shall be required to submit his plans and such other information in such detail as shall be required by the Redevelopment Agency for approval of such Agency. Any contract for sale or lease hereunder shall be approved by the Hartford Court of Common Council before its final approval by the Redevelopment Agency.

VII. MODIFICATION AND DURATION

A. Modification

This Redevelopment Plan may be modified at any time by the Redevelopment Agency, provided if modified after the lease or sale of real property in the Project Area, the modification must be consented to by the redeveloper or developers of such real property or his successor or their successors in interest affected by the proposed modification. Where the proposed modification will substantially change the Redevelopment Plan as previously approved by the Hartford Court of Common Council, the modification must similarly be approved by said Court of Common Council and by the Housing and Home Finance Agency.

B. Duration

This Redevelopment Plan and/or any modification thereof for this Project Area shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of approval of this Plan by the Court of Common Council of the City of Hartford.

VIII. MAPS

Map Nos. 1 through 12 attached hereto are hereby incorporated within and made a part of the Redevelopment Plan.

IX. URBAN RENEWAL PLAN

This Redevelopment Plan constitutes the Urban Renewal Plan for the Windsor Street Project Area. Whenever the term "Redevelopment Plan" is used herein, the term "Urban Renewal Plan" may be substituted and vice versa.

X. FINANCIAL OBLIGATION

The City of Hartford, by the execution of a Loan and Grant Contract for the Windsor Street Project, will agree to assume at least one-third (1/3) of the net project cost (arrived at by subtracting the amount for which the cleared property is sold from the sum total of all costs for the Project including loans advanced by the Housing and Home Finance Agency for study and preparation of the Plan, administrative cost of the Project, acquisition of land, demolition of structures, clearance of land, construction of public improvements and other attendant costs) through the following means:

- A. Provision of non-cash grants-in-aid including community facilities, the donation of land to the Project and street improvements.**

- B. Cash grants-in-aid in an amount sufficient to make up at least 1/3 of the net cost of the Project.
- C. Provision of a grant-in-aid by the State of Connecticut under the provisions of Public Act No. 24 of the April, 1958 session of the General Assembly, as amended.

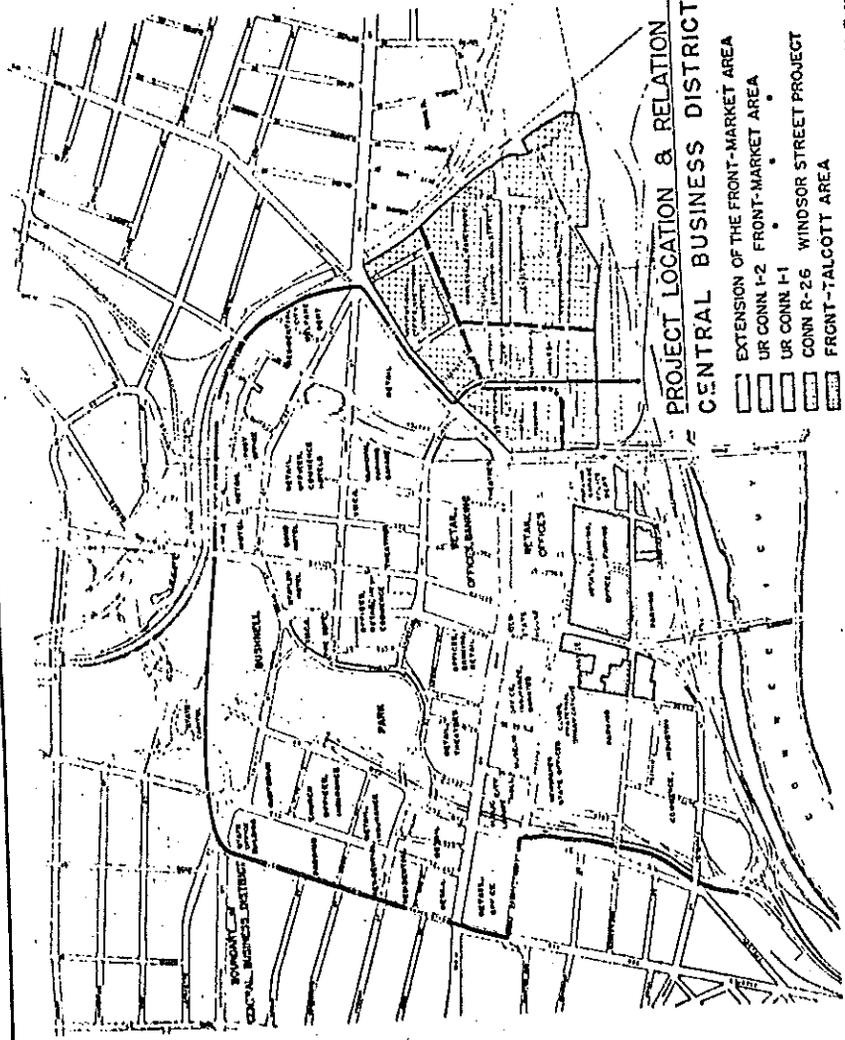
XI. OFFICIAL ACTIONS TO CARRY OUT PLAN

The Redevelopment Agency will act in accordance with Chapter 130 of the General Statutes of the State of Connecticut, Revision of 1958, as amended, to secure review and approval of the Redevelopment Plan. The Redevelopment Agency shall request the Commission on the City Plan to submit a written opinion on the Redevelopment Plan prior to the Agency's approval of said Plan. The Redevelopment Agency shall hold a public hearing on the Redevelopment Plan after which the Agency may approve said Plan if the Agency finds that:

- A. The area in which the proposed redevelopment is to be located is a redevelopment area; and
- B. The carrying out of the redevelopment plan will result in materially improving the conditions in such area; and
- C. Sufficient living accommodations are available within a reasonable distance of such area or are provided for in the redevelopment plan for families displaced by the proposed improvement, at prices or rentals within the financial reach of such families; and
- D. The redevelopment plan is satisfactory as to site planning, relation to the comprehensive or general plan of the municipality and, except when the Redevelopment Agency has prepared the redevelopment plan, the construction and financial ability of the redeveloper to carry it out.

After approval of the Redevelopment Plan by the Redevelopment Agency, the Plan shall be referred to the Court of Common Council for approval by the latter body.

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**PROJECT LOCATION & RELATION TO LOCAL OBJECTIVES
CENTRAL BUSINESS DISTRICT**

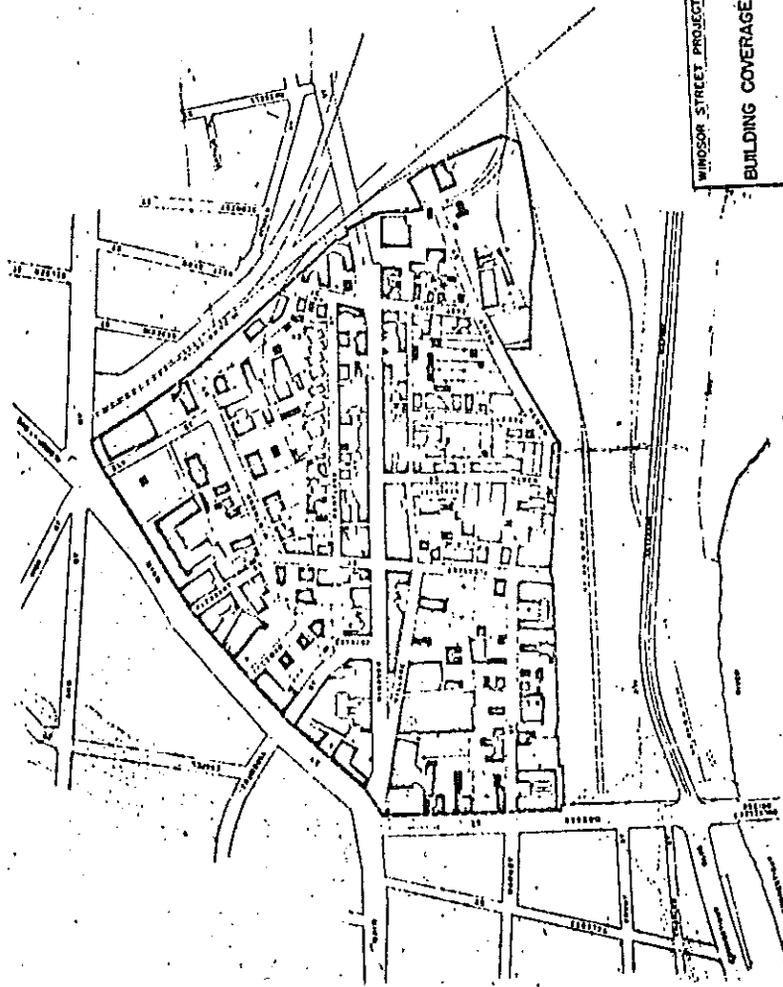


- EXTENSION OF THE FRONT-MARKET AREA
- ▨ UR CONN I-2 FRONT-MARKET AREA
- ▩ UR CONN I-1
- ▧ CONN R-26 WINDSOR STREET PROJECT
- ▦ FRONT-TALCOTT AREA

MAP NO. 1

HARTFORD REDEVELOPMENT AGENCY

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WINDSOR STREET PROJECT AREA

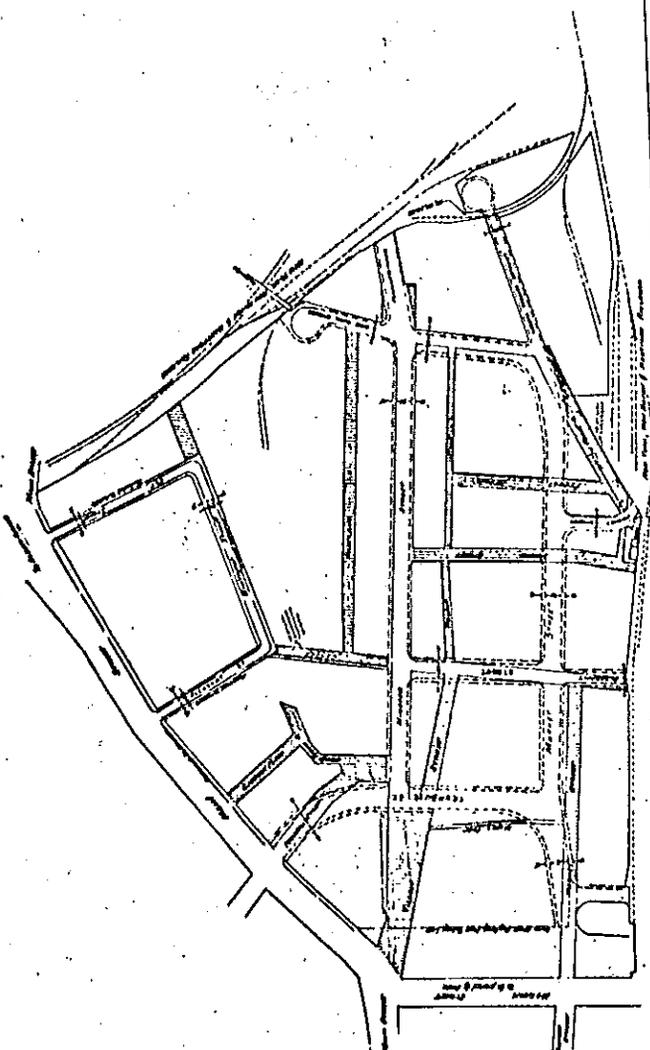
BUILDING COVERAGE

URBAN REDEVELOPMENT PROJECT AREA

URBAN REDEVELOPMENT AGENCY

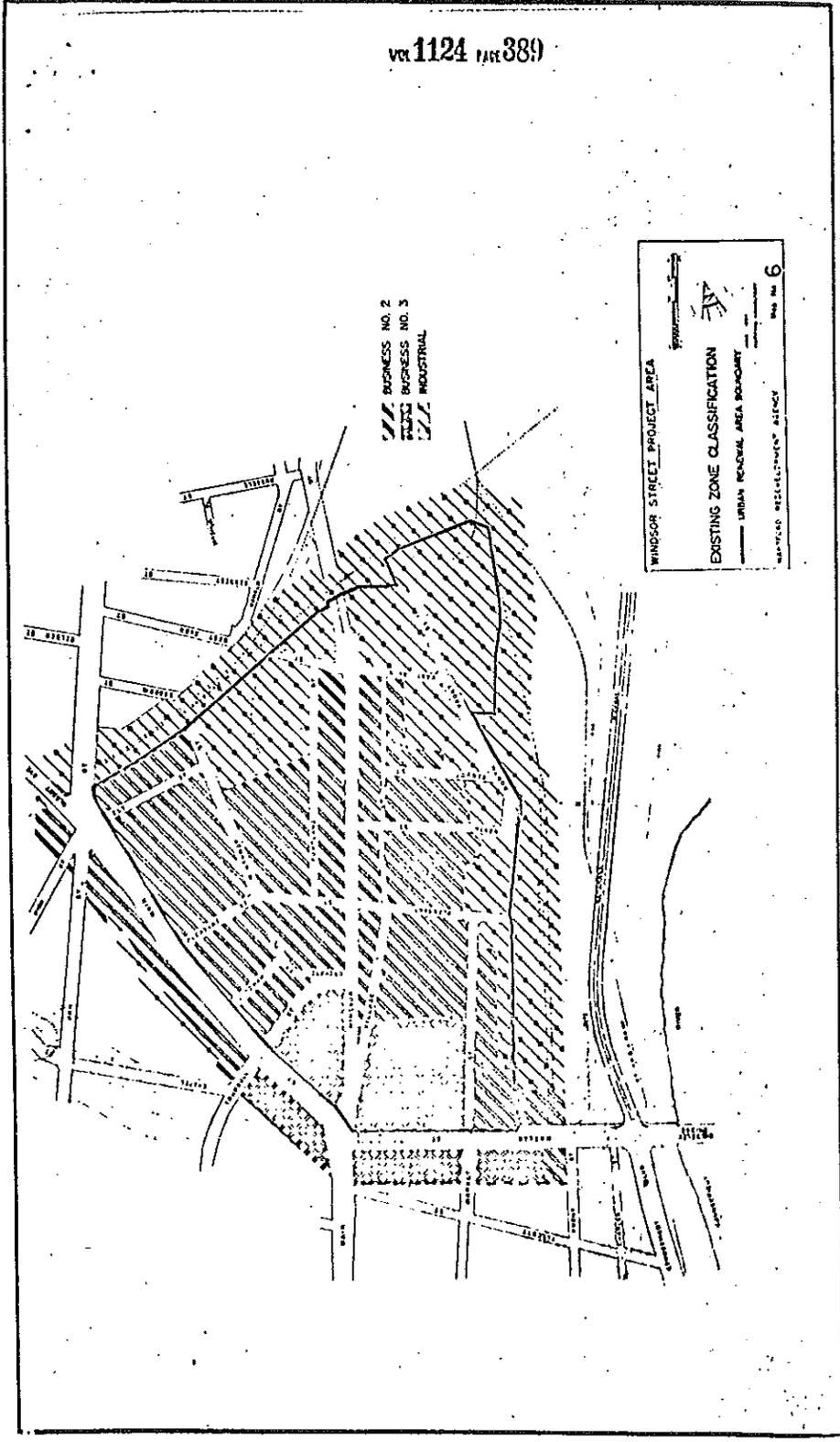
Page 3

VI 1124 FIG 388



WINDSOR STREET PROJECT AREA
STREET IMPROVEMENTS
 (ITERATIVE)
 WINDSOR STREET PROJECT AREA
 JUNE 1953 (REVISED)
 MARCH 1964
 HARTFORD REDEVELOPMENT AGENCY
 MAP NO. 5

- Proposed Street
- Proposed Sidewalk
- Proposed Curb
- Proposed Utility
- Proposed Street Light
- Proposed Street Sign
- Proposed Street Name
- Proposed Street Number
- Proposed Street Address
- Proposed Street Lot
- Proposed Street Block
- Proposed Street District
- Proposed Street Zone
- Proposed Street Corridor
- Proposed Street Area
- Proposed Street Volume
- Proposed Street Capacity
- Proposed Street Efficiency
- Proposed Street Reliability
- Proposed Street Safety
- Proposed Street Comfort
- Proposed Street Convenience
- Proposed Street Accessibility
- Proposed Street Inclusiveness
- Proposed Street Sustainability
- Proposed Street Resilience
- Proposed Street Adaptability
- Proposed Street Flexibility
- Proposed Street Innovation
- Proposed Street Creativity
- Proposed Street Diversity
- Proposed Street Equity
- Proposed Street Justice
- Proposed Street Fairness
- Proposed Street Transparency
- Proposed Street Accountability
- Proposed Street Responsibility
- Proposed Street Integrity
- Proposed Street Honesty
- Proposed Street Trustworthiness
- Proposed Street Credibility
- Proposed Street Reputability
- Proposed Street Reliability
- Proposed Street Consistency
- Proposed Street Predictability
- Proposed Street Stability
- Proposed Street Durability
- Proposed Street Longevity
- Proposed Street Endurance
- Proposed Street Resilience
- Proposed Street Adaptability
- Proposed Street Flexibility
- Proposed Street Innovation
- Proposed Street Creativity
- Proposed Street Diversity
- Proposed Street Equity
- Proposed Street Justice
- Proposed Street Fairness
- Proposed Street Transparency
- Proposed Street Accountability
- Proposed Street Responsibility
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- Proposed Street Honesty
- Proposed Street Trustworthiness
- Proposed Street Credibility
- Proposed Street Reputability
- Proposed Street Reliability
- Proposed Street Consistency
- Proposed Street Predictability
- Proposed Street Stability
- Proposed Street Durability
- Proposed Street Longevity
- Proposed Street Endurance



/// BUSINESS NO. 2
/// BUSINESS NO. 3
/// INDUSTRIAL

WINDSOR STREET PROJECT AREA

EXISTING ZONE CLASSIFICATION

URBAN RESIDENTIAL AREA BOUNDARY

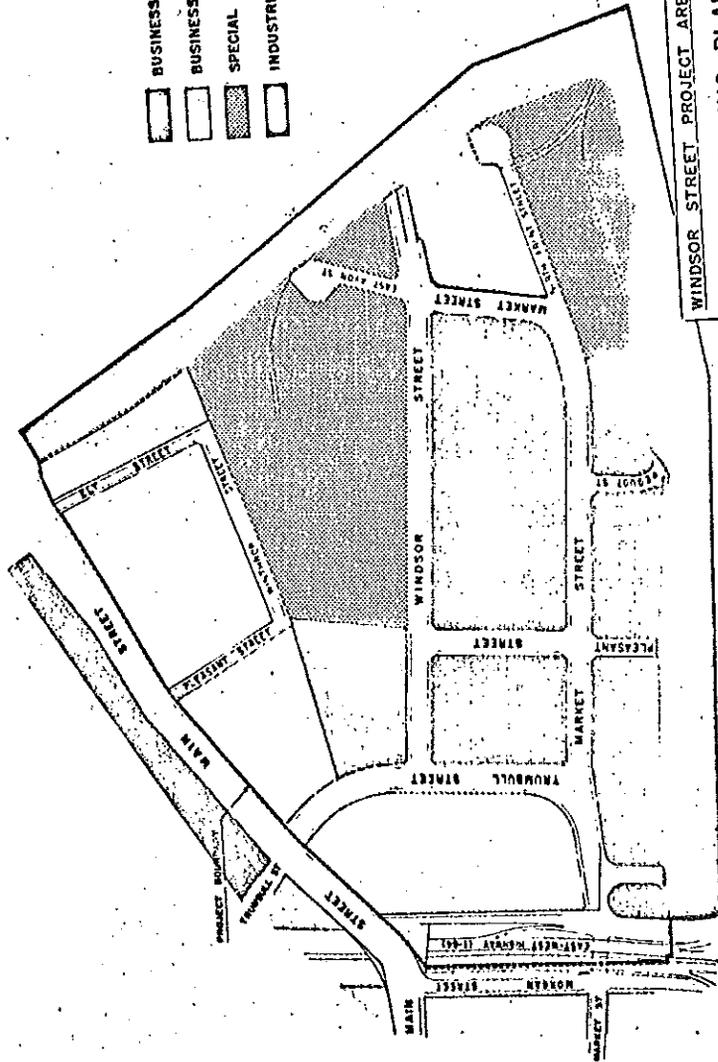
MAY 1960 REDEVELOPMENT AGENCY

Page No 6

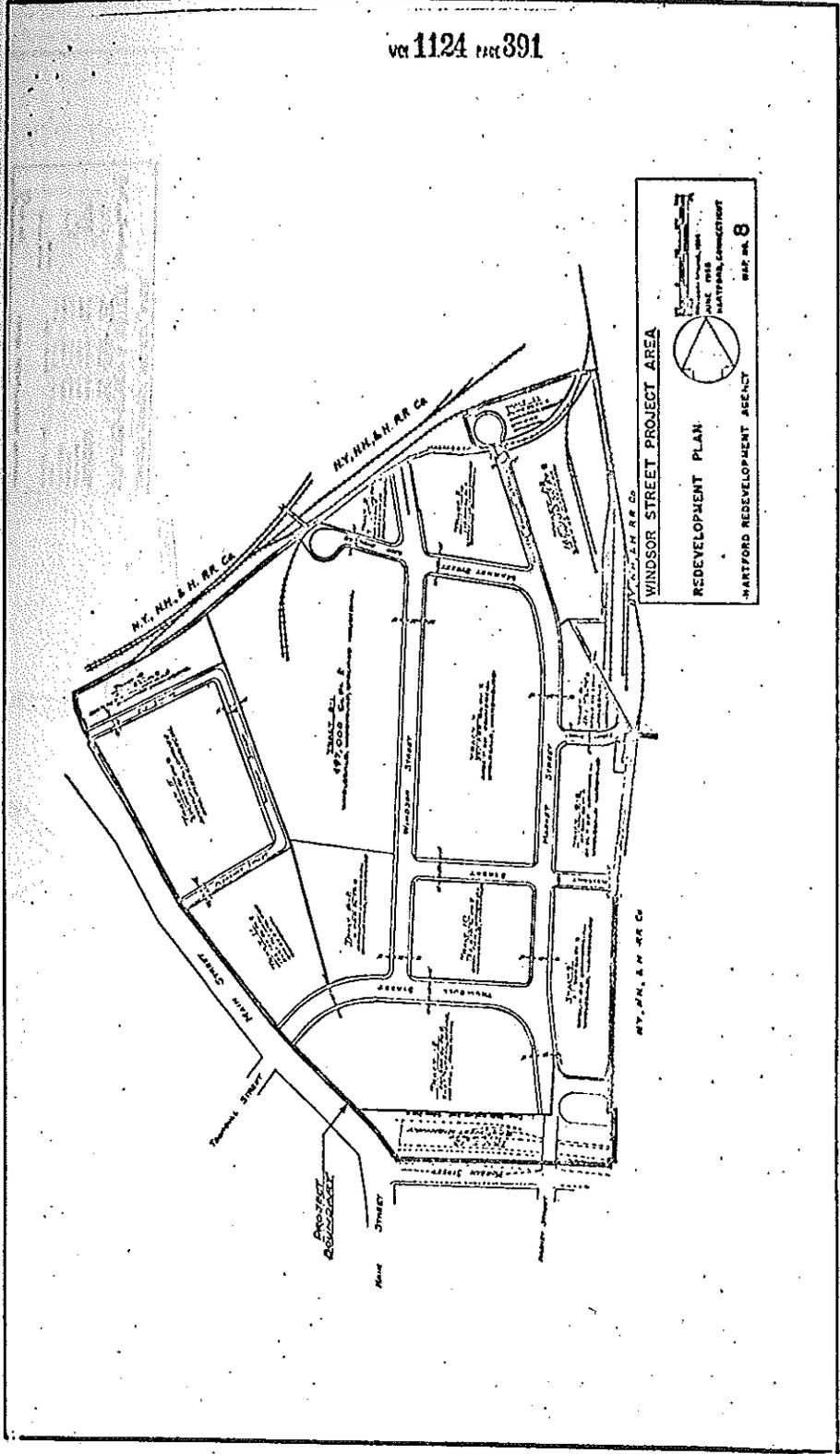
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-  BUSINESS NO. 2
-  BUSINESS NO. 3
-  SPECIAL INDUSTRIAL
-  INDUSTRIAL


WINDSOR STREET PROJECT AREA
PROPOSED ZONING PLAN
JUNE 1958 DRAFT
MARCH 1964
MANITOWOC REDEVELOPMENT AGENCY
MAP NO. 7

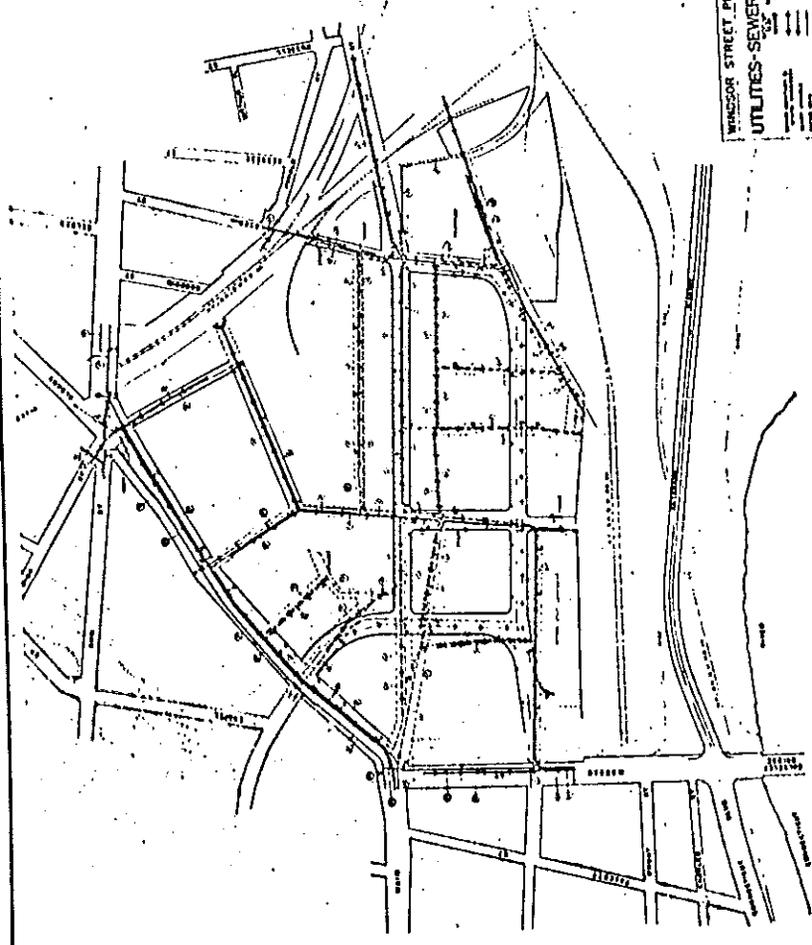


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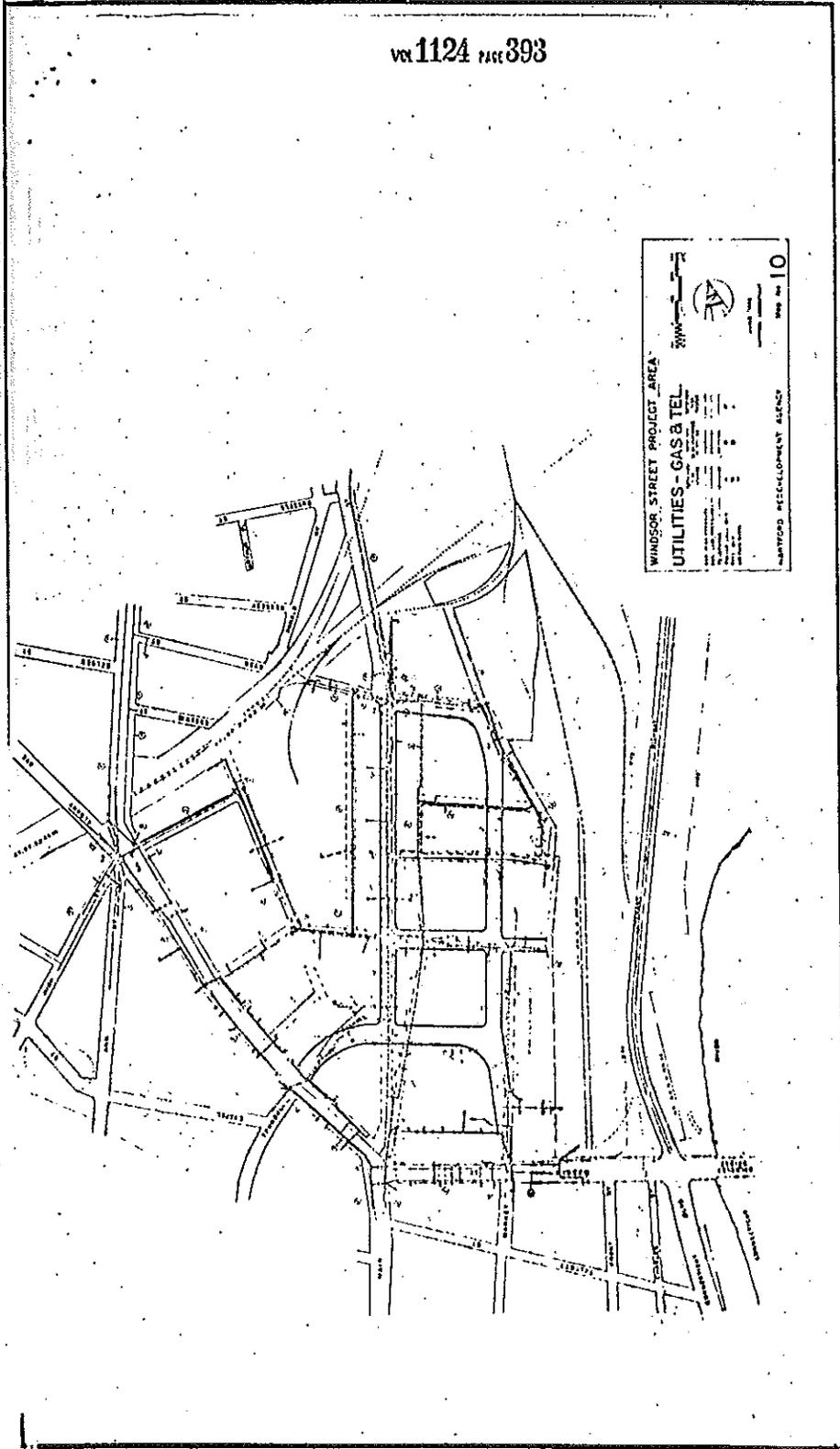
WINDSOR STREET PROJECT AREA
REDEVELOPMENT PLAN
HARTFORD REDEVELOPMENT AGENCY
MAP NO. 8

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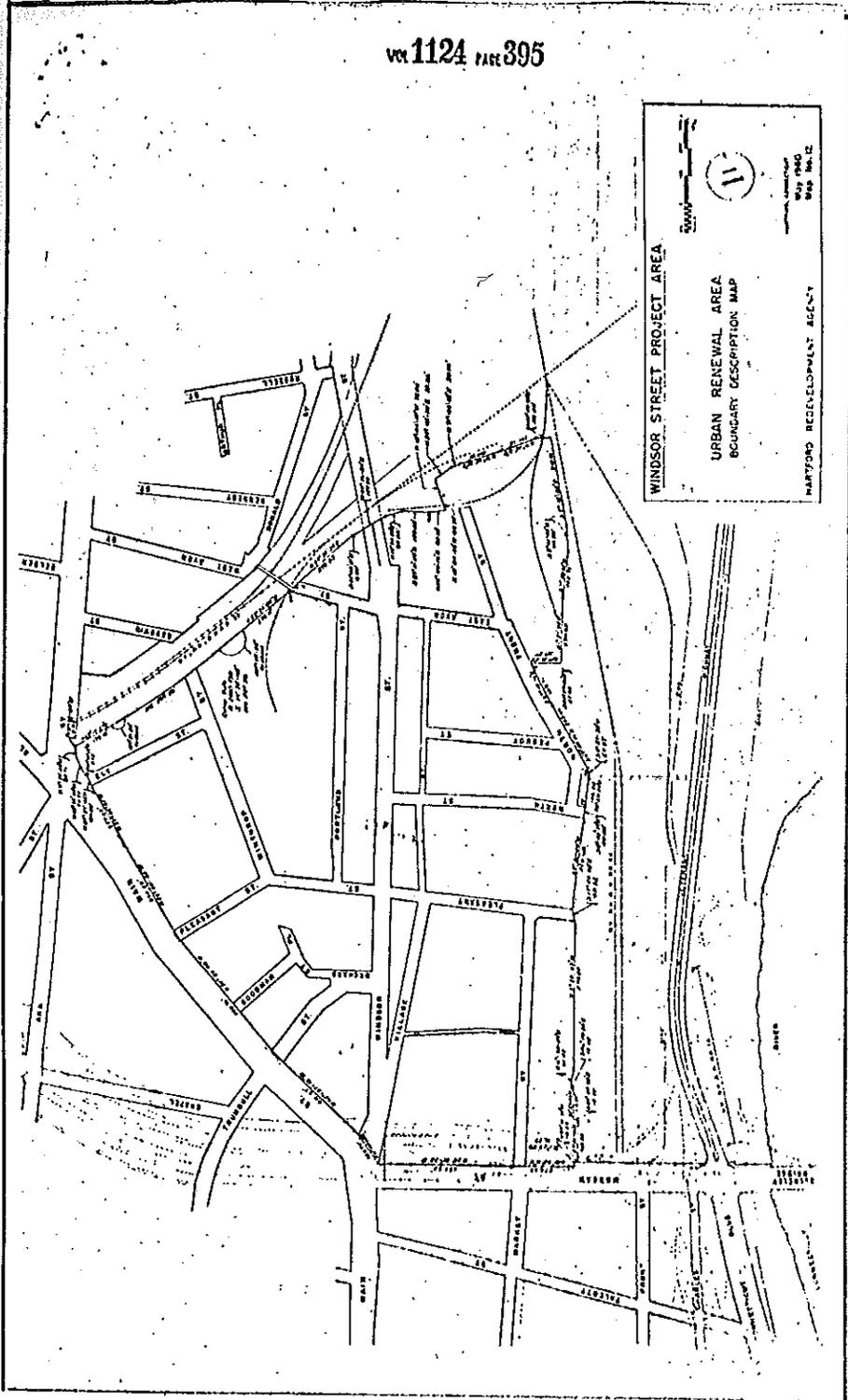


WINDSOR STREET PROJECT AREA
UTILITIES-SEWER & WATER
DATE: 11/1/54
SCALE: 1" = 100'
DRAWN BY: J. D. [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]
CITY OF WINDSOR, MISSOURI
ENGINEER: [Signature]
No. 9

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KNOW ALL MEN BY THESE PRESENTS, that the CITY OF HARTFORD, a municipal corporation chartered under special act of the State of Connecticut, acting by and through the Hartford Redevelopment Agency, by Edward J. McDonough, its Chairman, hereto duly authorized, for divers good causes and considerations thereunto moving especially for THREE HUNDRED FIFTY THOUSAND (350,000) DOLLARS and other valuable considerations, received to its full satisfaction of THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Connecticut, located in the Town of Hartford, County of Hartford and State of Connecticut, has remised, released and forever quit-claimed and does by these presents, for itself and its successors and assigns, justly and absolutely remise, release and forever quit-claim unto the said THE TRAVELERS INSURANCE COMPANY, its successors and assigns forever, all such right and title as it, the said CITY OF HARTFORD, has or ought to have in or to a certain piece or parcel of land situated in the Town of Hartford, County of Hartford and State of Connecticut, more particularly bounded and described as follows, to wit:

Commencing at the intersection of the westerly line of Market Street with the northwesterly line of Pleasant Street (which point of intersection is 15 feet northerly from the straight line intersection of said westerly line of Market Street extended southerly with the northerly line of Pleasant Street extended easterly, as measured in said westerly line of Market Street extended southerly);

thence running southwestly along said northwesterly line of Pleasant Street, 21.21 feet to a point;

thence running westerly in a line making an interior angle of $135^{\circ} 00' 00''$ with the last described line along said northerly line of Pleasant Street, 376.20 feet to a point;

thence running northwestly in a line making an interior angle of $135^{\circ} 00' 00''$ with the last described line, along the northeasterly line of Pleasant Street, 21.21 feet to a point (which point is 406.20 feet westerly from the westerly line of

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Market Street, measured at right angles thereto)

thence running northerly in a line making an interior angle of $135^{\circ} 00' 00''$ along the easterly line of Windsor Street, 897.15 feet to a point;

thence running northeasterly in a line making an interior angle of $132^{\circ} 34' 30''$ with the last described line along the southeasterly line of Windsor Street, 13.53 feet to a point;

thence running easterly in a line making an interior angle of $132^{\circ} 34' 30''$ with the last described line along the southerly line of Market Street, 275.36 feet to a point;

thence running southeasterly in a curve to the right, tangent to adjacent lines, having a radius of 90 feet and a central angle of $64^{\circ} 00' 30''$ (the chord of which curve has a length of 95.40 feet and makes an interior angle of $117^{\circ} 59' 45''$ with the last described line), along the southwesterly line of Market Street, an arc distance of 100.54 feet to a point of compound curvature;

thence running southerly in a curve to the right, tangent to adjacent lines, having a radius of 676.50 feet and a central angle of $21^{\circ} 08' 30''$ (the chord of which curve has a length of 248.21 feet and makes an interior angle of $137^{\circ} 25' 30''$ with the chord of the last described curved line) along the westerly line of Market Street an arc distance of 249.62 feet to a point;

thence running southerly in a line making an interior angle of $169^{\circ} 25' 45''$ with the chord of the last described curved line along the westerly line of Market Street, 581.81 feet to the point or place of beginning, the last described line making an interior angle of $135^{\circ} 00' 00''$ with the first described line.

The above described parcel contains 360,382 square feet.

A. Said premises are subject to a right of re-entry, as follows:

In the event that:

1. The releasee or its successors or assigns shall default in or violate its obligations with respect to the construction of improvements (including the nature and the dates for beginning and completion thereof) as said obligations are set

out in an agreement between the grantors herein and The Travelers Insurance Company, dated June , 1964 and recorded in the Land Records of the Town of Hartford on June 26th , 1964 in Volume 1124 at Page 377 , hereinafter called the "Contract" or shall abandon or substantially suspend construction work and any such default or violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months (six months if the default is with respect to the date for completion of the improvements) after written demand by the releasor so to do; or

2. The releasee, or its successors or assigns shall fail to pay real estate taxes or assessments on the above-described premises or any part thereof in accordance with the Contract, or shall place thereon any encumbrance or lien unauthorized by the Contract, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged, or provision satisfactory to the releasor made for such payment, removal, or discharge within ninety (90) days after written demand by the releasor so to do; or
3. There is, in violation of the Contract, any transfer of the above described premises or any part thereof and such violation shall not be cured within ninety (90) days after written demand by the releasor to the releasee;

Then the releasor shall have the right to re-enter and take possession of the above-described premises and to terminate and re-vest in the releasor the estate conveyed by this deed provided, however, that in the event of such re-entry and taking possession and termination and any re-vesting of title as a result thereof in the releasor:

4. Such action shall not defeat, render invalid or limit in any manner (i) the lien of any mortgage authorized by the Contract and executed for the purpose of obtaining funds for making improvements and additional funds in an amount not to exceed the purchase price of the Property paid by the Releasee to the Releasor, and (ii) any rights or interests provided in the contract for the protection of the holders of such mortgages; and

5. The above mentioned right of re-entry shall not apply to individual parts or parcels of the above-described premises (or in the case of parts or parcels leased, the leasehold interest) on which said improvements to be constructed thereon have been completed and which have been sold, leased or retained pursuant to authorization contained in the Contract; and
 6. Shall not apply to individual parts and parcels upon which construction has commenced and is proceeding according to schedule, and as to which there has been no default under the Contract, provided that this sub-paragraph 6 shall not apply if the default relates to paragraph 3, above.
- B. As part consideration for this deed, the releasor and the releasee herein agree for themselves, their successors and assigns, as follows:
1. The releasee shall promptly begin and diligently prosecute to completion the redevelopment of the above-described premises through the construction of improvements thereon as required by the Contract, and such construction shall in any event be begun within ninety (90) days after the date of this deed and all of the said improvements shall have been completed by March 15, 1965, subject to the extension of such date by the releasor or in accordance with provisions of the Contract.
 2. The releasor herein agrees that promptly after the completion of any of said improvements that it will furnish the releasee with an instrument certifying to said completion signed by a duly authorized agent of the releasor, sealed, witnessed by two persons and acknowledged, which certification shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Contract and herein contained with respect to the obligation of the releasee herein, its successors and assigns, to construct said improvements and the dates for the beginning and completion thereof, but such certification and determination shall not constitute evidence of compliance with or satisfaction of any obligation of the releasee to any holder of a mortgage or any insurer of a mortgage securing money lent to finance the improvements or any part thereof, nor shall such certification and determina-

tion affect the releasee's obligation with respect to any other of said improvements.

3. The releasor may, in its sole discretion, and shall if it has previously agreed in writing to do so, upon proper completion of said improvement or improvements relating to any part or parcel of said premises and provided the releasee is not in default in respect to any of its obligations under the Contract with respect to such part or parcel, in addition to certifying to the releasee that such improvements have been made in accordance with the provisions of the Contract, also give its consent to certification that the said part or parcel including the improvement or improvements thereon may be sold, leased or retained by the releasee. Such certifications shall be in the form described above and shall mean and provide (1) That any party purchasing or leasing such individual part of parcel (or the releasee retaining such part or parcel) shall not (because of such purchase, lease or retention) have or incur, any obligation with respect to the construction of the improvements relating to such part or parcel or to any other part or parcel of the property and (2) that neither the releasor nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold or retained (or in the case of the lease, with respect to the leasehold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to said premises as a result of a default in or breach of any provisions of the Contract or this deed by the releasee or any successor in interest or assign, unless (i) such default or breach relates to the covenants contained and referred to in paragraph 4, post; and (ii) the right, remedy or control relate to such default or breach.
4. The releasee herein agrees for itself, its successors and assigns that it shall (i) devote the property to and only to and in accordance with the uses specified in the Redevelopment Plan dated May 27, 1960, as amended to date, and recorded in the Land Records of the Town of Hartford; and (ii) not discriminate upon the basis of race, color,

creed, or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof; (iii) not effect or execute any agreement, lease, conveyance, or other instrument whereby the Property or any part thereof is restricted upon the basis of race, religion, color or national origin in the sale, lease or occupancy thereof; and (iv) comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease or occupancy of the Property. The agreement contained in clause (i) above shall remain in effect until June 13, 1980, at which time such agreement shall terminate and the agreement provided in clauses (ii), (iii) and (iv) shall remain in effect without limitations as to time; Provided these agreements and covenants shall be binding on the releasee itself, each successor in interest or assign, and each party in possession or occupancy respectively, only for such period as the releasee, or such successor in interest or assign, or such party in possession or occupancy shall have title to or an interest in or possession or occupancy of the above-described premises or part thereof.

5. The covenants and agreements contained above shall be enforceable by the releasor herein for and in its own right and also for the purposes of protecting the interest of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the releasor for the entire period during which such agreements and covenants shall be in force and effect without regard to whether the Hartford Redevelopment Agency has at any time, been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The releasor herein shall have the right in the event of any breach of any such agreement or covenant to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant

to which it, or any other beneficiaries of such agreement or covenant may be entitled.

6. The above agreement shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Contract, be to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the CITY OF HARTFORD, and any successor in interest to the releasee of the above-described premises or any part thereof against the releasor and its successors and assigns to or of the above-described premises or any part thereof or any interest therein, and any party in possession or occupancy of the above-described premises or any part thereof.

7. It is understood and agreed that the covenants herein contained shall have no effect whatsoever upon the releasor's rights otherwise existing at law to properly and lawfully attach or otherwise levy upon any of the releasee's property including any of the above-described premises or said improvements retained by the releasee under the Contract in any litigation in which such attachment or other process would otherwise be proper and lawful.

C. It is agreed as part consideration for this deed that if any term contained herein is or shall be inconsistent with any term of the Contract, the term of the Contract shall control.

D. It is further agreed that none of the provisions of the Contract are intended to or shall be merged by reason of this deed or any other deed of all or any portion of the subject premises.

E. It is further agreed as part consideration for this deed that the releasee herein, or its successors or assigns shall not, prior to the proper completion of the improvements as certified by the Agency, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the above-described premises, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Agency; however, this provision shall not apply to any transfer or transfers:

1. By way of security for, and only for, the purpose of obtaining financing necessary to enable the releasee or successor in interest to perform its obligations with respect to making the improvements under the Contract; or
2. As to any individual parts or parcels of the above-described premises on which the improvements to be constructed thereon have been completed, and which, by the terms of the Contract, the releasee is authorized to convey, lease or retain as such improvements are completed; or
3. As to any lease or contract to lease to any prospective tenant.

F. The releasor herein agrees for itself, its successors and assigns, that, provided it shall have determined that a mortgage is authorized by the Contract and that said mortgage is executed for the sole purpose of obtaining funds for making the improvements, it shall thereupon issue to the lender, its successors or assigns, an instrument certifying to these facts and thereafter no claim shall be made by the releasor, its successors or assigns, or any other person, firm or corporation that the mortgage shall not have been authorized or executed as above.

TO HAVE AND TO HOLD the premises unto it, the said releasee, and to its successors and assigns, to the only use and behoof of the said releasee, its successors and assigns forever, so that neither it, the said releasor, nor any other person or persons in its name and behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and everyone of them shall by these presents be excluded and forever barred.

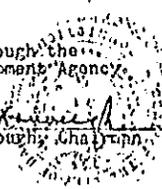
IN WITNESS WHEREOF, said CITY OF HARTFORD has caused this instrument to be executed in its corporate name and its corporate seal to be hereto affixed, this 36th day of June A.D., 1964.

Signed, Sealed and Delivered
in the presence of:

Thomas N. Heslin
THOMAS N. HESLIN
Richard M. Paul
RICHARD M. PAUL
Robert J. Oliss
ROBERT J. OLISS

CITY OF HARTFORD
Acting by and through the
Hartford Redevelopment Agency

By Edward J. McDonough
Edward J. McDonough, Chairman



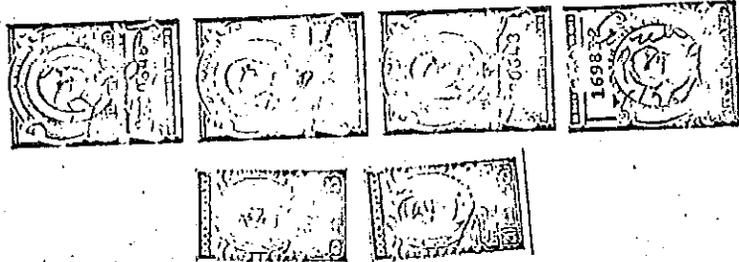
STATE OF CONNECTICUT } ss Hartford, June 26 A.D. 1964
COUNTY OF HARTFORD

Personally appeared Edward J. McDonough, Chairman, as aforesaid, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said CITY OF HARTFORD, before me.

Thomas P. Plesch
NOTARY PUBLIC
THOMAS P. PLESCH
Commissioner of the Superior Court

GRANTEE'S ADDRESS:

Attention: Roger C. Wilkins
1 Tower Square
Hartford, Connecticut



CONVEYANCE TAX STAMP
TOTAL \$ 385.00

Please return to:
Richard M. Pajo, Esq.
700 Main St.
Hartford 15, Conn

RECEIVED FOR RECORD JUN 26 1964 AT 4:25 P.M.