DDS- Planning & Zoning: Plan Review Application



Submission date: 21 January 2022, 3:05PM

Receipt number: 579

Related form version: 2

Application Type

Check all that apply: Subdivision

Property Information

Property Address: 55 Elm Street No coordinates found

Zoning District: MX-2, Multi-Use Mix District with Campus Overlay

Parcel ID: 247-448-047

Property Owner: 55 Elm Street LLC

Address of Property Owner: 1 North Water Street

Email: matt@spinrep.com

Applicant

	Plese check if "Applicant is the same as "Property Owner"
Name of Applicant:	55 Elm Street LLC
File Date:	1/21/2022
Address:	1 North Water Street No coordinates found
Phone:	2035243916

Primary Point of Contact

Name:	Matthew Edvardsen
Phone:	2035243916
Email	matt@spinrep.com

Project Narrative

Please describe your application action(s) and provide as much detail as possible. Attach additional pages if necessary:

As a continuation to prior actions relating to this parcel and this project (COMM-2020-0289, ADMIN-2020-1443, COMM-2021-0535, COMM-2021-0541) we are requesting a subdivision of a single parcel into three parcels to enabled the planned phased development of the block. The proposed parcel 1 is subject to the aforementioned site plan application. Improvement upon proposed parcels 2 and 3 will require future site plan applications and formal review.

Zoning Map Change Application

Proposed Zone:

Describe the existing use of land and buildings in the zone change area:

Reason for this request:

Zoning Appeal Application

Are you an aggrieved party?

Permit or Violation Number:

State your reason for appealing the decision of the administrator or enforcement officer:

Variance Application

Please state the paticular hardship* or unnecessary difficulty that prompts this application and the site the section of the zoning regulations that you are seeking relief from:

Subdivision Application

Number of lots to be created:	2 New Lots (1 Current Lot into 3 Proposed Lots)
Area of each lot in square feet:	Parcel 1: 69,582, Parcel 2: 28,198, Parcel 3: 42,092.78
Street frontage of each of the new lots in feet:	Parcel 1: 512' +/-, Parcel 2: 419' +/-, Parcel 3: 577' +/-

Lot Combination Application

Addresses of lots to be combined

Map/Block/Lot for each property to be combined:

Liquor Permit Application

Please upload a copy of your State of CT Liquor Permit below.

Sign Permit Application

1. Is this sign proposed outside of the building line?

Maximum extention from building line:

2. Is this sign proposed outside of the street line?

Maximum extension from the Street line

- 3. Is the sign luminated?
- 4. Engineer Name (if any):

Phone:

Address:

- 5. Minimum distance from lowest point to the sidewalk:
- 6. Maximum height of sign from lowest point of established grade:
- 7. Distance from the nearest outdoor sign:
- 8. Square feet of surface for one face of the sign:
- 9. Wording of the sign (include all words):

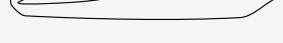
Description of work (upload additional files if necessary)

Upload any supporting materials below.

55 Elm Street - Subdivision Package.pdf
Copy of 55 Elm Street-Subdivision Map.pdf

Signatures

Signature of Applicant



Link to signature

Printed Name of Applicant: 55 Elm Street LLC by Matthew Edvardsen, duly

authorized

Date: 1/21/2022

If you are not the property owner, you must attach a Letter of Authorization from the property owner to apply.

Letter of Authorization from Property Owner	
Date:	1/21/2022

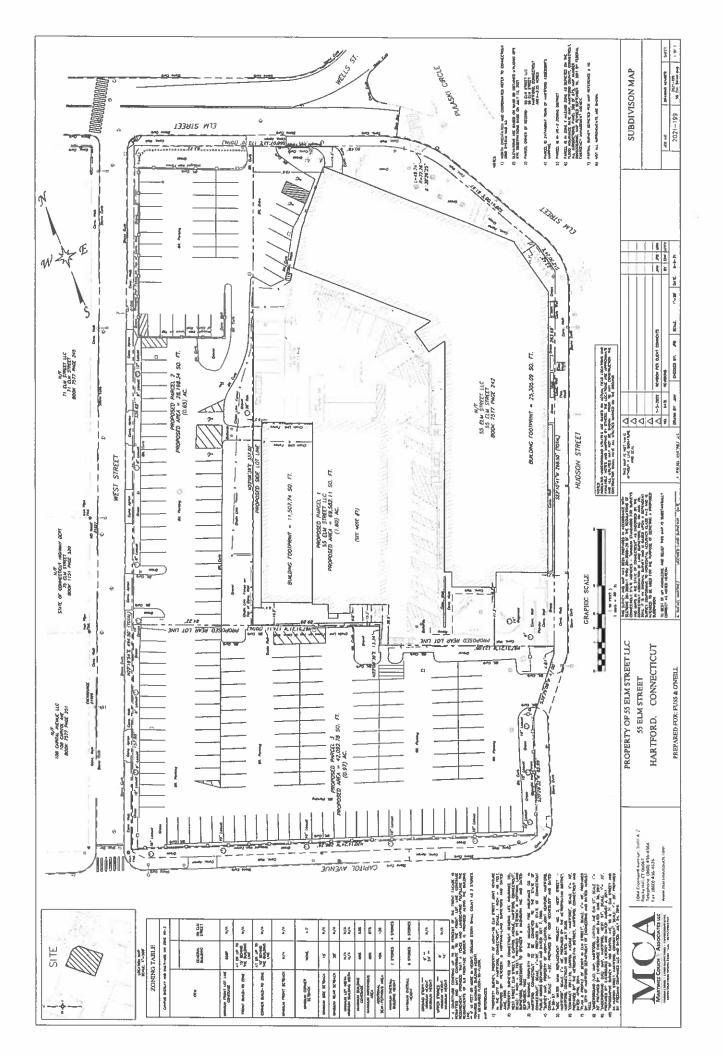
55 Elm Street

Subdivision Application

Documents Provided

- A2 Survey prepared by Martinez Couch & Associates LLC
 - o Dated 1/5/2022
 - o Titled "Subdivision Map Property of 55 Elm Street LLC"
 - Including: North Arrow, Scale, Legend, Site Location Map, Lot Areas
- Metes and Bounds of the Parcels
 - o Original Parcel
 - o Proposed Parcel 1 (55 Elm Street)
 - o Proposed Parcel 2 (65 Elm Street)
 - o Proposed Parcel 3 (100 Capitol Avenue)
- Proposed Easement document between Parcel 1 and Parcel 2 to ensure buildability and access.
- Writing from The Metropolitan District dated 1/18/22
- Writing from Eversource Energy dated 1/14/22
- Writing from Connecticut Natural Gas dated 1/14/22
- Improvement Plan Set prepared by Fuss & O'Neil
 - o Erosion & Sediment Control Plan
 - o Utility Plan
- Statement of Public Transportation
- Statement on Traffic Study and other Requirements associated with improvements.

Subdivision Map prepared by Martinez Couch & Associates LLC



Metes and Bounds - Original Parcel

SCHEDULE A - LEGAL DESCRIPTION

All that certain piece or percel of land shown as "First Piece" on a certain map entitled "PROPERTY SURVEY PROPERTY OF MONY-55 ELM STREET JOINT VENTURE IN THE CITY OF HARTFORD, CONNECTICUT SCALE: I INCH = 40 FEET JUNE, 1994 ADDITIONS JULY, 1994 REVISIONS JUNE, 1999 PREPARED BY PETERSEN & HOFFMAN-LAND SURVEYORS 998 PARMINGTON AVE., WEST HARTFORD, CT. 05107 TEL. (860) 233-6312 FOUNDED 1897", and being further bounded and described as follows:

Beginning at a point marked by a drill hole set marking the intersection of the northerly street line of Capitol Avenue with the westerly street line of Hudson Street, said point being the southeasterly corner of the herein described piece;

Thence, running in a westerly direction along the said northerly street line of Capitol Avenue, a course of N 70° 13' 33" W, a distance of 301.30 feet to a point marked by a drill hole set, which point marks the intersection of the said northerly street line of Capitol Avenue with the easterly street line of West Street, said point being the southwesterly corner of the herein described piece;

Thenos, running in a northerly direction along the said easterly street line of West Street, a course of N 22° 19' 45" E, a distance of 494.505 feet to a point, which point marks the intersection of the said easterly street line of West Street with the southerly street line of Bim Street, said point being the northwesterly comer of the herein described piece;

Thence, running in an easterly direction along the said southerly street line of Elm Street, a course of S 68° 06' 42" B, a distance of 173.698 feet to a point of curvature;

Thence, running along the said street line of Elm Street in a curve bearing to the right, an arc distance of 49.738 feet to a point of tangency, the said curve having a central angle of 39° 26' 25", a radius of 72.256 feet, a chord distance of 48.762 feet and a course along the chord of S 48° 23' 29.5" E;

Thence, running southeasterly along the said street line of Him Street, a course of \$ 28° 40° 17° B, a distance of \$1.673 feet to a point;

Theree, running southeasterly along the said street line of Elm Street, a course of \$ 12° 29° 33" B, a distance of 23.417 feet to a point;

Thence, running in a southerly direction along the westerly street line of Hudson Street, a course of S 22° 11° 32" W, a distance of 306.51 feet to a point;

Theree, running in a southerly direction along the said westerly street line of Hudson Street, a course of S 19° 57' 52" W, a distance of 89.247 feet to a point marked by a drill hole set, being the southeasterly comer of the herein described piece, which point marks the intersection of the northerly street line of Capitol Avenue with the westerly street line of Hudson Street, said corner being the point and place of beginning.

The above-described piece contains 141,398 square feet and comprises the entire city block bounded northerly and hortheasterly by Elm Street, easterly by Hudson Street, southerly by Capitol Avenue and westerly by West Street.

Excepting therefrom all that certain piece or parcel of land set forth in a Certificate of Taking by the State of Connecticut recorded April 28, 2000 in Volume 4231 at Page 263 of the Hartford Land Records.

Metes and Bounds - Proposed Parcel 1 (55 Elm Street)

SCHEDULE A

Proposed Lot 1 - 55 Elm Property Description

A PORTION OF PROPERTY OF 55 ELM STREET LLC AS DEPICTED AS "PROPOSED PARCEL 1" ON A MAP ENTITLED "SUBDIVISION PLAN – PROPERTY OF 55 ELM STREET LLC – 55 ELM STREET – HARTFORD, CONNECTICUT", SCALE 1" = 20', PREPARED BY MARTINEZ COUCH & ASSOCIATES, LLC, DATED 8-6-2021 AND LAST REVISED ON 1-4-2022, AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING ON A POINT ON THE SOUTHERLY STREELINE OF ELM STREET. SAID POINT BEING LOCATED N22°18'54"E ALONG THE EASTERLY STREETLINE OF WEST STREET A DISTANCE OF 494.50' AND S68°07'33"E ALONG THE SOUTHERLY STREETLINE OF ELM STREET A DISTANCE OF 83.22' FROM A POINT MARKED BY AN OFFSET MONUMENT FOUND. SAID POINT ALSO BEING THE EASTERLY CORNER OF LAND HEREIN DESCRIBED AS PARCEL 2. SAID POINT ALSO BEING THE WESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL, THENCE RUNNING ALONG THE SOUTHERLY STREETLINE OF ELM STREET THE FOLLOWING COURSES: S68°07'33"E A DISTANCE OF 90.48' TO A POINT. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 72.26' AND ARC LENGTH OF 49.74' TO A POINT. S28°41'08"E A DISTANCE OF 81.67' TO A POINT AND S12°30'24"E A DISTANCE OF 23.42' TO A POINT ON THE WESTERLY STREETLINE OF HUDSON STREET. THENCE RUNNING ALONG SAID SOUTHERLY STREETLINE OF HUDSON STREET S22°10'41"W A DISTANCE OF 263.69' TO A POINT. SAID POINT BEING THE EASTERLY CORNER OF LAND HEREIN DESCRIBED AS PARCEL 3, THENCE RUNNING ALONG SAID PARCEL 3 THE FOLLOWING COURSES: N67°51'21"W A DISTANCE OF 123.05' TO A POINT, N22°08'39"E A DISTANCE OF 13.34' TO A POINT AND N67°51'21"W A DISTANCE OF 89.89' TO A POINT. SAID POINT BEING THE SOUTHERLY CORNER OF THE SAID PARCEL 2, THENCE RUNNING ALONG SAID PARCEL 2 N22°08'39"E A DISTANCE OF 337.02' TO THE POINT AND PLACE OF BEGINNING.

Metes and Bounds - Proposed Parcel 2 (65 Elm Street)

SCHEDULE B

Proposed Lot 2 - 65 Elm Property Description

A PORTION OF PROPERTY OF 55 ELM STREET LLC AS DEPICTED AS "PROPOSED PARCEL 2" ON A MAP ENTITLED "SUBDIVISION PLAN – PROPERTY OF 55 ELM STREET LLC – 55 ELM STREET – HARTFORD, CONNECTICUT", SCALE 1" = 20', PREPARED BY MARTINEZ COUCH & ASSOCIATES, LLC, DATED 8-6-2021 AND LAST REVISED ON 1-4-2022, AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING ON A POINT ON THE SOUTHERLY STREELINE OF ELM STREET AND EASTERLY STREETLINE OF WEST STREET. SAID POINT BEING LOCATED N22°18'54"E ALONG THE EASTERLY STREETLINE OF WEST STREET A DISTANCE OF 494.50' FROM A POINT MARKED BY AN OFFSET MONUMENT FOUND. SAID POINT ALSO BEING THE EASTERLY CORNER OF DESCRIBED PARCEL, THENCE RUNNING ALONG THE SOUTHERLY STREETLINE OF ELM STREET \$68°07'33"E A DISTANCE OF 83.22' TO A POINT. SAID POINT BEING THE WESTERLY CORNER OF LAND HEREIN DESCRIBED AS PARCEL 1, THENCE RUNNING ALONG SAID PARCEL 1 S22°08'39"W A DISTANCE OF 337.02' TO A POINT ON THE NORTHERLY LINE OF LAND HEREIN DESCRIBED AS PARCEL 3, THENCE RUNNING ALONG SAID PARCEL 3 N67°51'21"W A DISTANCE OF 84.22' TO A POINT ON THE EASTERLY STREETLINE OF WEST STREET, THENCE RUNNING ALONG SAID STREETLINE OF WEST STREET N22°18'54"E A DISTANCE OF 336.62'TO THE POINT AND PLACE OF BEGINNING.

Metes and Bounds - Proposed Parcel 3 (100 Capitol Avenue)

SCHEDULE C

Proposed Lot 3 -100 Capitol Avenue- Property Description

A PORTION OF PROPERTY OF 55 ELM STREET LLC AS DEPICTED AS "PROPOSED PARCEL 3" ON A MAP ENTITLED "SUBDIVISION PLAN – PROPERTY OF 55 ELM STREET LLC – 55 ELM STREET – HARTFORD, CONNECTICUT", SCALE 1" = 20', PREPARED BY MARTINEZ COUCH & ASSOCIATES, LLC, DATED 8-6-2021 AND LAST REVISED ON 1-4-2022, AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING ON A POINT MARKED BY AN OFFSET MONUMENT FOUND ON THE NORTRHERLY STREETLINE OF CAPITOL AVENUE AND THE EASTERLY STREETLINE OF WEST STREET. SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE HEREIN DESCIBED PARCEL, THENCE RUNNING ALONG SAID STREETLINE OF WEST STREET N22°18′54" A DISTANCE OF 157.88′ TO A POINT. SAID POINT BEING THE SOUTHERLY CORNER OF LAND HEREIN DESCRIBED AS PARCEL 2, THENCE RUNNING ALONG SAID PARCEL 2 AND LAND HEREIN DESCRIBED AS PARCEL 1, PARTLY BY EACH S67°51′21″E A DISTANCE OF 174.11′ TO A POINT, THENCE CONTINUING ALONG SAID PARCEL 1 THE FOLLOWING COURSES: S22°08′39″W A DISTANCE OF 13.44′ TO A POINT AND S67°51′21″E A DISTANCE OF 123.05′ TO A POINT ON THE WESTERLY STREETLINE OF HUDSON STREET, THENCE RUNNING ALONG SAID HUDSON STREET THE FOLLOWING COURSES: S22°10′41″W A DISTANCE OF 4.81′ TO A POINT, S39°29′06″W A DISTANCE OF 47.00′ TO A POINT AND S20°28′32″W A DISTANCE OF 82.99′ TO A POINT ON THE NORTHERLY STREETLINE OF CAPITOL AVENUE, THENCE RUNNING ALONG SAID CAPITOL AVENUE N70°14′24″ A DISTANCE OF 286.28′ TO THE POINT AND PLACE OF BEGINNING.

Proposed Easement document between Parcel 1 and Parcel 2 to ensure buildability and access.

After Recording, Return To:

Staci H. Bachman, Esq.
Spinnaker Real Estate Partners LLC
1 North Water; Suite 100
Norwalk, CT 06854

AGREEMENT AND DECLARATION OF EASEMENTS

THIS AGREEMENT AND DECLARATION OF EASEMENTS (this "Agreement") is made as of this ____ day of February, 2022 by and between 55 Elm Street LLC, a Connecticut limited liability company with an address of c/o Spinnaker Real Estate Partners LLC, 1 North Water Street, Suite 100, Norwalk, Connecticut 06854 ("55 Elm") and 65 Elm Street LLC, a Connecticut limited liability company with an address of c/o Spinnaker Real Estate Partners LLC, 1 North Water Street, Suite 100, Norwalk, Connecticut 06854 ("65 Elm").

BACKGROUND:

- A. 55 Elm is the fee owner of the property known as 55 Elm Street, Hartford, Connecticut (referred to herein as the "55 Elm Property"), as more particularly described on Schedule A attached hereto and made a part hereof.
- B. 65 Elm is the fee owner of the property known as 65 Elm Street, Hartford, Connecticut (referred to herein as the "65 Elm Property"), as more particularly described on **Schedule B** attached hereto and made a part hereof.
- C. The parties have agreed to grant certain restrictions and easements in certain areas which are more particularly shown on the map attached hereto as **Schedule C** and made a part hereof (referred to herein as the "**Easement Map**").
- D. In order to enable 55 Elm to develop and operate certain of the building improvements on the 55 Elm Property as contemplated, 65 Elm has agreed to provide a no-build easement in the area designated on the Easement Map as the 65 Elm No-Build Area (referred to herein as the "65 Elm No-Build Area"),
- E. In order to enable 65 Elm to construct and operate certain contemplated building improvements on the 65 Elm Property, 55 Elm has agreed to provide a no-build easement in the area designated on the Easement Map as the 55 Elm No-Build Area (referred to herein as the "55 Elm No-Build Area") and to provide an access easement for the benefit of the 65 Elm Parties (as hereinafter defined) in the area designated on the Easement Map as the Access Easement Area (referred to herein as the "Access Easement Area").
- F. The parties therefore desire to (i) impose restrictions on the use of the 55 Elm No-Build Area and the 65 Elm No-Build Area, upon the terms and conditions set forth below and (ii) grant to 65 Elm an access easement over and across the Access Easement Area.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements.

a. No-Build Easements.

- i. 65 Elm hereby declares and grants a perpetual easement and use restriction in favor and for the benefit of 55 Elm and its successors and assigns, prohibiting the construction of any Building, as hereinafter defined, on or over the 65 Elm No-Build Area. For purposes of this Agreement, the term "Building" shall mean any above-ground structure utilized or intended for supporting or sheltering any occupancy. Nothing herein shall prohibit 65 Elm from constructing underground footings or underground utilities within the 65 Elm No-Build Area or from attaching awnings, shutters, flags or similar fixtures and equipment to any Building which is located outside of the 65 Elm No-Build Area, even if such fixtures or equipment extend over the 65 Elm No-Build Area. The no-build restrictions set forth herein are perpetual, run with the land and shall remain in full force and effect without regard to any change in or transfer of ownership of the 65 Elm No-Build Area, and 65 Elm, its successors and assigns, shall not do or perform any act or deed to terminate the restrictions set forth herein.
- ii. 55 Elm hereby declares and grants a perpetual easement and use restriction in favor and for the benefit of 65 Elm and its successors and assigns, prohibiting the construction of any Building on or over the 55 Elm No-Build Area. Nothing herein shall prohibit 55 Elm from constructing underground footings or underground utilities within the 55 Elm No-Build Area or from attaching awnings, shutters, flags or similar fixtures or equipment to any Building which is located outside of the 55 Elm No-Build Area, even if such fixtures or equipment extend over the 55 Elm No-Build Area. The no-build restrictions set forth herein are perpetual, run with the land and shall remain in full force and effect without regard to any change in or transfer of ownership of the 55 Elm No-Build Area, and 55 Elm, its successors and assigns, shall not do or perform any act or deed to terminate the restrictions set forth herein.
- b. Access Easement. 55 Elm hereby grants and declares to 65 Elm and its successors, assigns, tenants, employees, agents, contractors, invitees and licensees (jointly and severally the "65 Elm Parties"), a perpetual, non-exclusive and permanent easement and right-of-way, upon, through and over the Access Easement Area for the purposes of vehicular and pedestrian access, ingress and egress and to and from the 65 Elm Property to and from the public road known as Elm Street.

- c. <u>Maintenance and Repair of Easement Areas</u>. Each party shall maintain and operate those easement areas which are located on their respective properties in good working order and repair, including without limitation, keeping the Access Easement Area plowed, sanded and reasonably free from accumulations of snow and ice.
- 2. <u>Notices</u>. All notices required or permitted hereunder shall be in writing and shall be given to the parties at the addresses set forth above or such other address provided in writing by either party to the other party for such purposes. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage prepaid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier with positive tracking of items, or (iii) by personal delivery. All notices shall be deemed given on the date delivered, or if rejected or undeliverable, on the date when delivery was first attempted.
- 3. <u>Enforcement.</u> Enforcement of the easements and agreements herein shall be allowable by any proceeding at law or in equity by 55 Elm, 65 Elm or their respective successors and assigns against any person or persons violating or attempting to violate any provision contained herein. Such remedy or remedies shall include, but not be limited to, seeking to restrain such violation or to recover damages or any or all of the above before stated remedies against such party.
- 4. <u>Estoppel Certificate</u>. The parties agree, upon the request of any party, the receiving party shall within fourteen (14) days of receipt, deliver to the requesting party a recital of factual matters as requested including without limitation indicating that the requesting party is in compliance with all covenants and agreements, as applicable to the receiving party, binding upon the requesting party under this Agreement to the best knowledge of the receiving party, provided such is the case.
- 5. <u>Binding Effect and Appurtenance</u>. All of the benefits and burdens hereunder shall run with the land and shall bind and inure to the benefit of the successors and assigns of 55 Elm and 65 Elm.
- 6. <u>Legal Expenses</u>. In the event litigation is necessary to enforce compliance with this Agreement, the party successful in the court action shall be entitled, as an item of damages, to all reasonable attorneys' fees and costs related to said litigation.
- 7. <u>Entire Agreement</u>. This Agreement is intended by the parties as a final, complete and exclusive statement of the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- 8. Amendment and Waiver. This Agreement may not be amended except by a writing signed by both parties nor shall observance of any term of this Agreement be waived except with the written consent of the parties benefiting from such term.
- 9. <u>Severability</u>. Any provision in this Agreement that is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without

invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

- 10. Governing Law and Jurisdiction. This Agreement is made in the State of Connecticut and shall be governed by and construed in accordance with the internal laws of the State of Connecticut, without regard to its conflicts of law principles. The parties consent and agree that the state courts of Connecticut shall have jurisdiction over any dispute arising under this Agreement. The parties further consent and agree that the federal courts sitting in Connecticut shall also have jurisdiction over any dispute arising under this Agreement.
- 11. <u>Headings</u>. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.
- 12. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Declaration of Easements to be executed as of the date first above written.

Witnessed:		55 EL	M STREET LLC
			REP HTFD 55 LLC s Managing Member
		By:	Clayton H. Fowler Its Manager
STATE OF CONNECTICUT COUNTY OF)	SS.	
personally appeared Clayton H. Foliability company, the Managing M.	owler, Ma lember of orized, acl	nager o `55 Elm knowle	2022, before me, the undersigned officer, of SREP HTFD 55 LLC, a Connecticut limited a Street LLC, signer and sealer of the foregoing dged the same to be his free act and deed and any.
			Notary Public My Commission Expires: Seal:

(Signatures continued on following page)

Witnessed:	65 ELM STREET LLC
	By SREP HTFD I LLC Its Sole Member
	By: Clayton H. Fowler Its Manager
	r, Manager of SREP HTFD I LLC, a Connecticut limited
	f 55 Elm Street LLC, signer and sealer of the foregoing I, acknowledged the same to be his free act and deed and bility company.
	Notary Public My Commission Expires: Seal:

SCHEDULE A

55 Elm Property Description

A PORTION OF PROPERTY OF 55 ELM STREET LLC AS DEPICTED AS "PROPOSED PARCEL 1" ON A MAP ENTITLED "SUBDIVISION PLAN — PROPERTY OF 55 ELM STREET LLC — 55 ELM STREET — HARTFORD, CONNECTICUT", SCALE 1" = 20', PREPARED BY MARTINEZ COUCH & ASSOCIATES, LLC, DATED 8-6-2021 AND LAST REVISED ON 1-4-2022, AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING ON A POINT ON THE SOUTHERLY STREELINE OF ELM STREET. SAID POINT BEING LOCATED N22°18'54"E ALONG THE EASTERLY STREETLINE OF WEST STREET A DISTANCE OF 494.50' AND S68°07'33"E ALONG THE SOUTHERLY STREETLINE OF ELM STREET A DISTANCE OF 83.22' FROM A POINT MARKED BY AN OFFSET MONUMENT FOUND. SAID POINT ALSO BEING THE EASTERLY CORNER OF LAND HEREIN DESCRIBED AS PARCEL 2. SAID POINT ALSO BEING THE WESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL, THENCE RUNNING ALONG THE SOUTHERLY STREETLINE OF ELM STREET THE FOLLOWING COURSES: S68°07'33"E A DISTANCE OF 90.48' TO A POINT. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 72.26' AND ARC LENGTH OF 49.74' TO A POINT. S28°41'08"E A DISTANCE OF 81.67' TO A POINT AND S12°30'24"E A DISTANCE OF 23.42' TO A POINT ON THE WESTERLY STREETLINE OF HUDSON STREET. THENCE RUNNING ALONG SAID SOUTHERLY STREETLINE OF HUDSON STREET S22°10'41"W A DISTANCE OF 263.69' TO A POINT. SAID POINT BEING THE EASTERLY CORNER OF LAND HEREIN DESCRIBED AS PARCEL 3, THENCE RUNNING ALONG SAID PARCEL 3 THE FOLLOWING COURSES: N67°51'21"W A DISTANCE OF 123.05' TO A POINT, N22°08'39"E A DISTANCE OF 13.34' TO A POINT AND N67°51'21"W A DISTANCE OF 89.89' TO A POINT. SAID POINT BEING THE SOUTHERLY CORNER OF THE SAID PARCEL 2, THENCE RUNNING ALONG SAID PARCEL 2 N22°08'39"E A DISTANCE OF 337.02' TO THE POINT AND PLACE OF BEGINNING.

SCHEDULE B

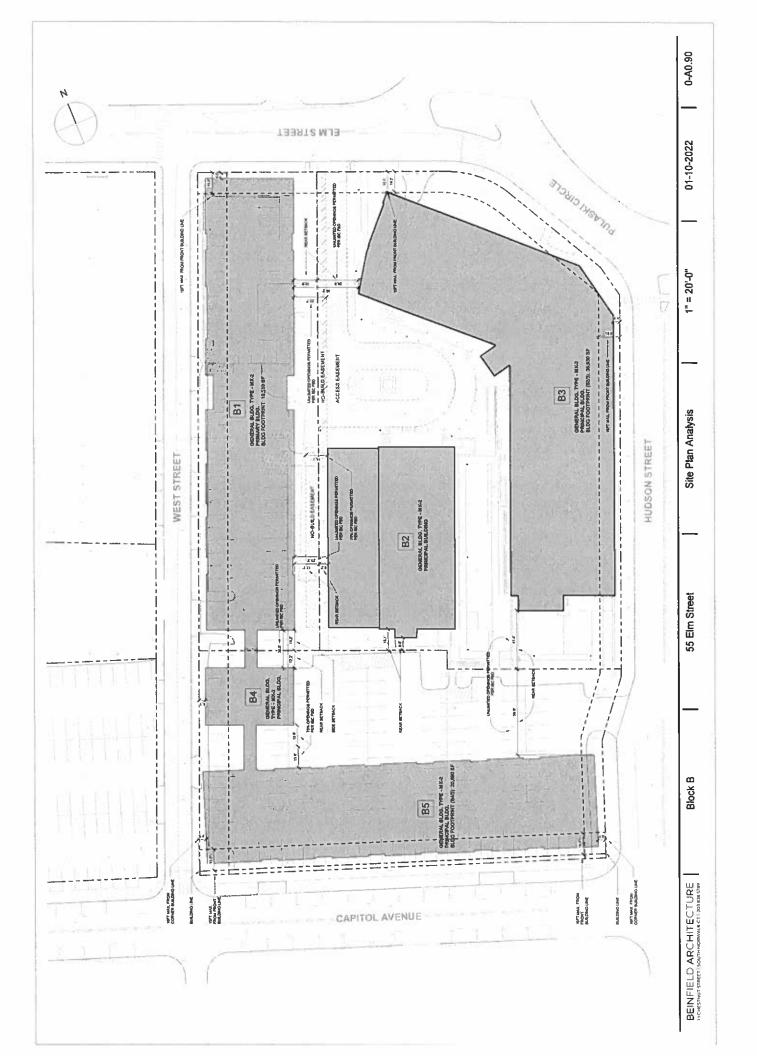
65 Elm Property Description

A PORTION OF PROPERTY OF 55 ELM STREET LLC AS DEPICTED AS "PROPOSED PARCEL 2" ON A MAP ENTITLED "SUBDIVISION PLAN – PROPERTY OF 55 ELM STREET LLC – 55 ELM STREET – HARTFORD, CONNECTICUT", SCALE 1" = 20', PREPARED BY MARTINEZ COUCH & ASSOCIATES, LLC, DATED 8-6-2021 AND LAST REVISED ON 1-4-2022, AND MORE PARTICULARLY DESCRIBED AS:

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Schedule C

Easement Map



Writing from The Metropolitan District dated 1/18/22



January 18, 2022

Greg Wilson Senior Landscape Architect Fuss & O'Neill 146 Hartford Road Manchester, CT 06040

Re: Water & Sewer Availability

55 Elm Street, Hartford

Dear Mr. Wilson:

In response to your email request on January 14, 2022, we are confirming the availability of public water and sewer mains located in Elm Street, Hudson Street, West Street, and Capitol Avenue which may be used to serve the planned use, located at 55 Elm Street in Hartford. Please note, the system currently serving the property is a combined sewer system. This letter is not confirming the ability to discharge storm water to this system, only sanitary flows. Our water and sewer main infrastructure surrounding these sites are as follows:

Elm Street

- 2019, 24" Polypropylene Combined Sewer
- 12" Ductile Iron Water Main, installed in 1901

Hudson Street

- 1920, 24" Clay Tile Combined Sewer
- 1924, 10" Clay Tile Combined Sewer
- 2020, 8" Ductile Iron Water Main

West Street

- 2019, 18" Polypropylene Combined Sewer
- 2020, 8" Ductile Iron Water Main

Capitol Avenue

- 1930, 27" Brick Combined Sewer
- 2013, 8" Ductile Iron Water Main

Note that this letter is specifically to acknowledge the presence of existing water and sewer utilities on the aforementioned streets, but is not a full analysis of the capacity of such infrastructure to support the proposed development. This analysis is currently being performed and such response will be issued to the requesting engineer, Keith Goodrow of Fuss & O'Neill.

If you have any additional questions, please feel free to contact Michael Curley at (860) 278-7850, extension #3445.

THE METROPOLITAN DISTRICT

Very_Iruly Yours.

Michael Curley, P/

Manager of Technical Services

pc: Susan Negrelli

Jennifer Ottalagana, MDC MDC Utility Services

Writing from Eversource Energy dated 1/14/22



January 14, 2022

Barry White Spinnaker Real Estate Partners, LLC 1 North Water Street Suite 100 Norwalk, CT 06854

Re: Provision of Electric Service to 55 Elm Street - Subdivision, Hartford, CT

Dear Mr. White,

I am responding to the recent inquiry you submitted to Eversource Energy ("Eversource"). You asked whether Eversource could provide electric service to the property mentioned above.

This letter confirms that electric service can be provided to the Property under certain conditions, including but not limited to:

- 1. If any utility equipment that is necessary or appropriate to provide utility service to the Property must be installed on land owned by any third party, then the Property owner is responsible for obtaining (at the Property owner's sole cost and expense) necessary easements that authorize Eversource to install necessary utility equipment on land not exclusively owned by the Property owner. The form and content of the easements, including the survey map(s) showing the easement area(s), must be acceptable to Eversource and its legal counsel.
- 2. Eversource's tariffs, policies and procedures identify the costs and work that are the responsibility of Eversource and the Property owner, for the provision of utility service to the Property. The Property owner is responsible for timely payment of all costs owed to Eversource, and for timely the performance of the Property Owner's obligations required under Eversource's tariffs, policies and procedures.
- 3. The Property is within the territorial limits of Eversource's franchise as established by charter, Connecticut state statute or regulations or authority to furnish service, and the provision of service is consistent with the same.
- 4. If you require an estimate of the cost of providing utility service to the Property, please contact Brian Gamache of Eversource Energy at 860-280-2426.

Sincerely,

Orwin Watson

Supervisor, Field Engineering Design

Eversource Energy

Orwin Watson

cc:

Writing from Connecticut Natural Gas dated 1/14/22



Connecticut Natural Gas Corporation

76 Meadow St 2nd Floor, East Hartford, CT 06108

January 14, 2022

55 Elm St, LLC c/o Spinnaker Real Estate Partners LLC 1 North Water Street, Suite 100 Norwalk, CT 06854

Re: Natural Gas Service Availability Letter, 55 Elm Street, Hartford, CT

Dear Mr. Evardsen,

Natural gas can be made available to serve 55 Elm St. Hartford when the following requirements are met:

- 1. Owner provides site utility drawings, gas loads for each piece of natural gas equipment, and a construction schedule.
- 2. Review and analysis by Connecticut Natural Gas Corporation Engineering and/or Distribution Department to determine load requirements, and system reinforcement requirements.
- 3. Sales Department to determine any costs associated with bringing natural gas to site.

Upon completion of Connecticut Natural Gas Corporation's review of the building's natural gas requirements, a new service installation agreement will be prepared and forwarded to the customer for signing. Any charges associated with installing mains or services must be paid in advance.

Sincerely,

Anthony Sherman, Commercial Account Manager asherman@ctgcorp.com, (203) 499-3324

Improvement Plan Set prepared by Fuss & O'Neil

55 ELM ADAPTIVE REUSE

55 ELM ST · HARTFORD · CONNECTICUT

REVISED FEBRUARY 18, 2021

DECEMBER 2020

PREPARED FOR

ARCHITECTS, LLC CROSSKEY

750 MAIN ST, HARTFORD, CT

PREPARED BY **FUSS&O'NEILL** LACHTECKD ROAD
NANCHESTER, CONSNECTICET ORANG
#40.646.2469
www.familo.com

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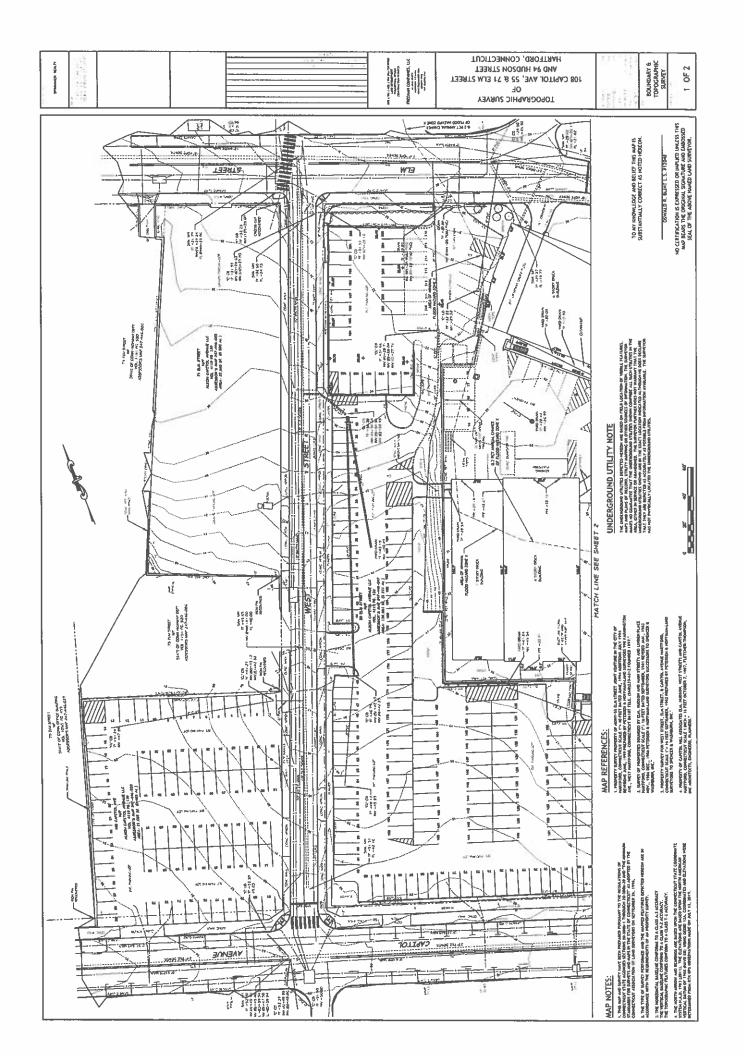
LOCATION MAP

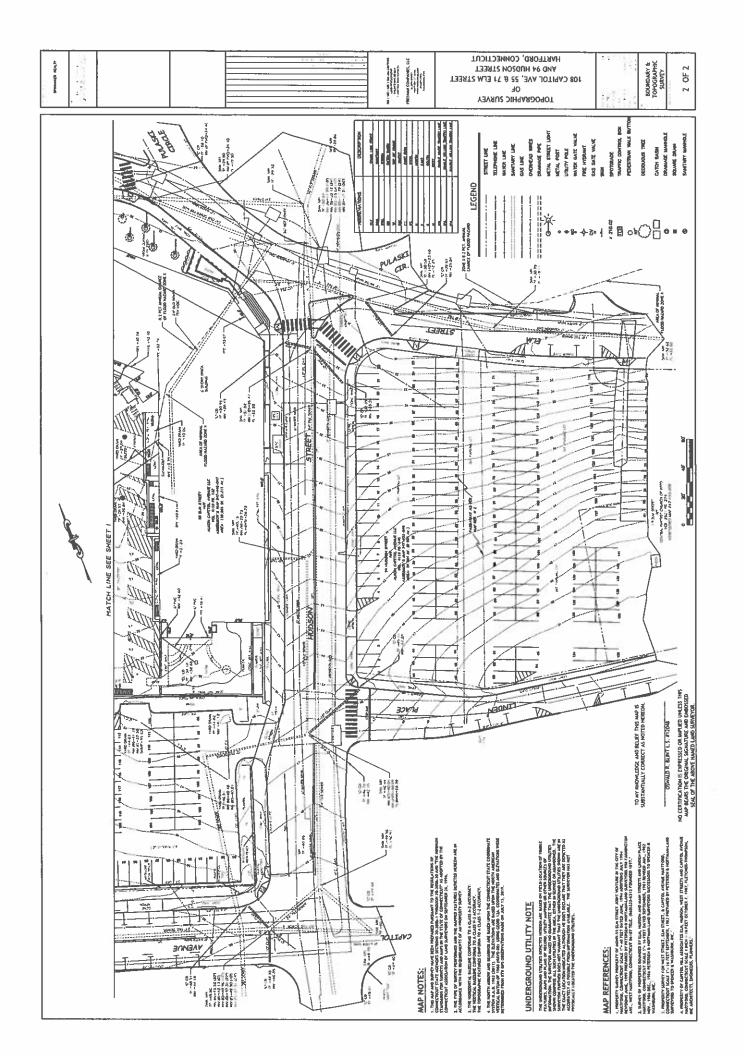
SHEET INDEX

| SHEET No. | SHEET TITLE | Gradi | COVER SHEET | OF 2.2 OF 2 | BOUNDARY & TOPOGRAPHIC SURVEY (BY OTHERS) | OF 1.0 | SITE PREPARATION PLAN | CG-10| | EROSION & SEDIMENT CONTROL PLAN | CG-10| | SITE LAYOUT PLAN | CG-10| | GRADING PLAN | CG-10| | OTHLITY PLAN | CG-10| | OTHLITY PLAN | CG-10| | AMBILIANCE TURNING MANEUVER | LANDSCAPE PLAN | CD-501-508 | SHE DETAILS

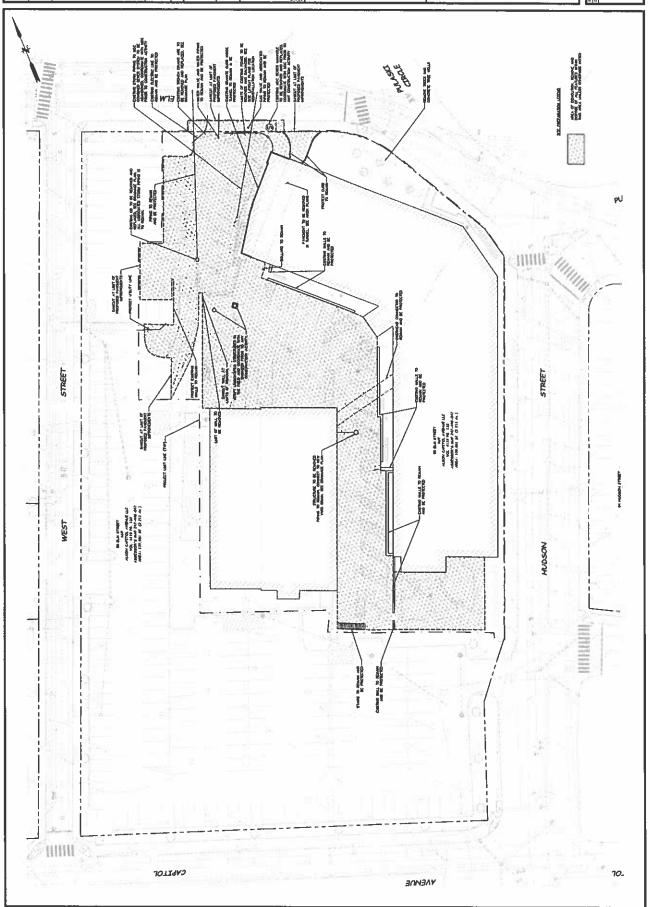












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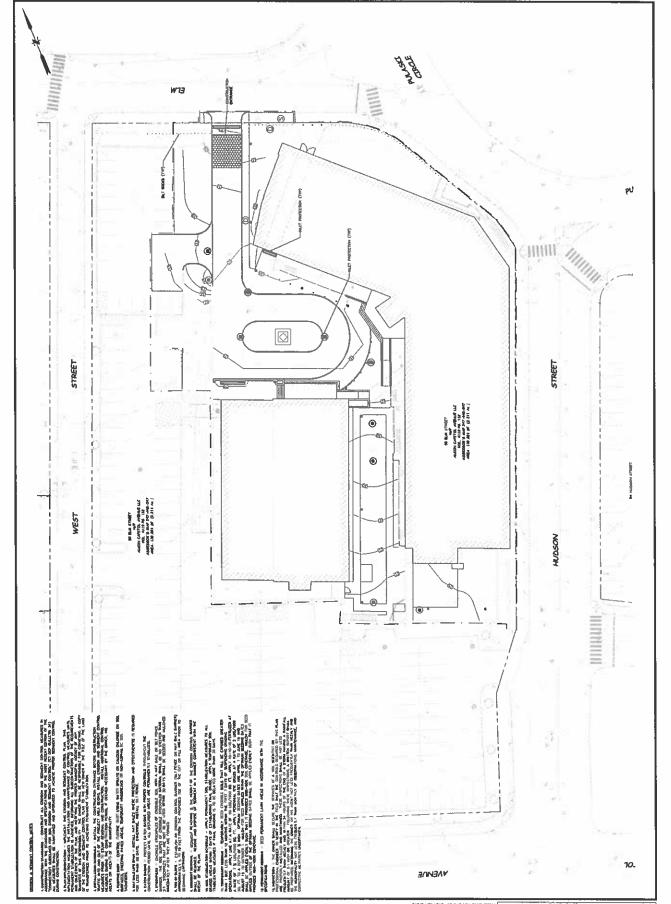






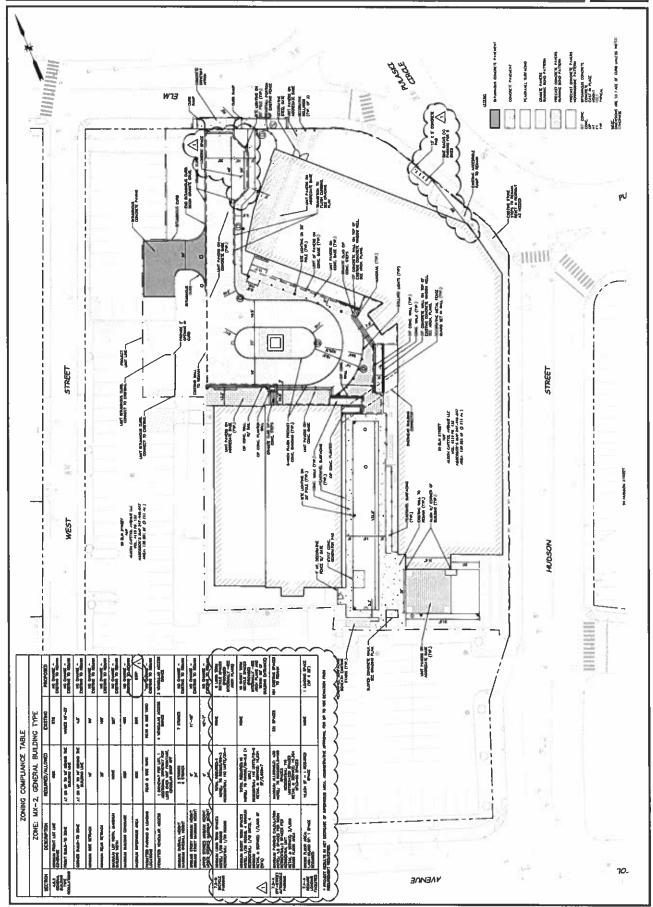






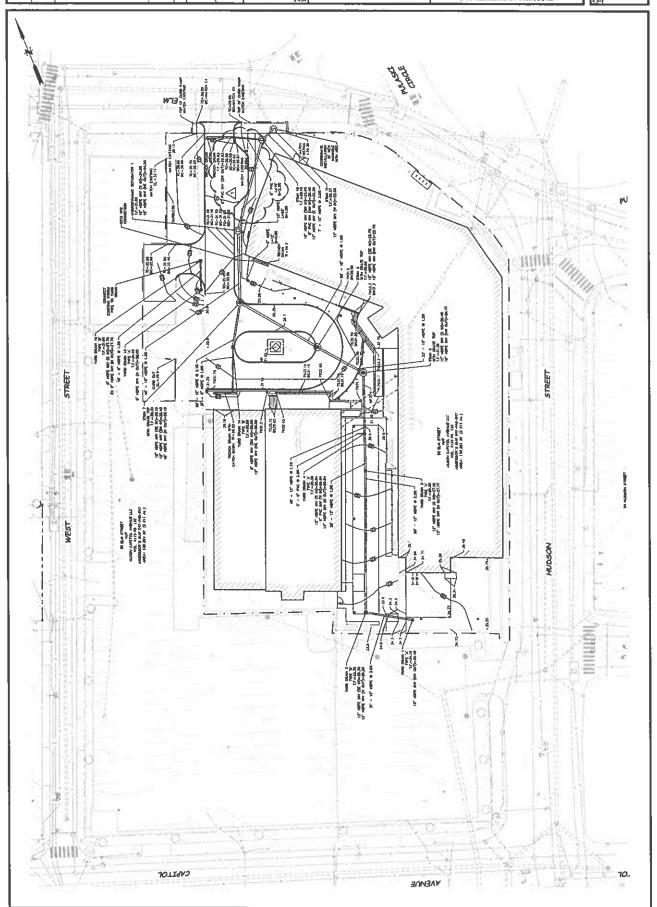
CONNECTION SS ELM ADAPTIVE REUSE FUSS&O'NEILL SITE LAYOUT PLAN CROSSKEY ARCHITECTS, LLC





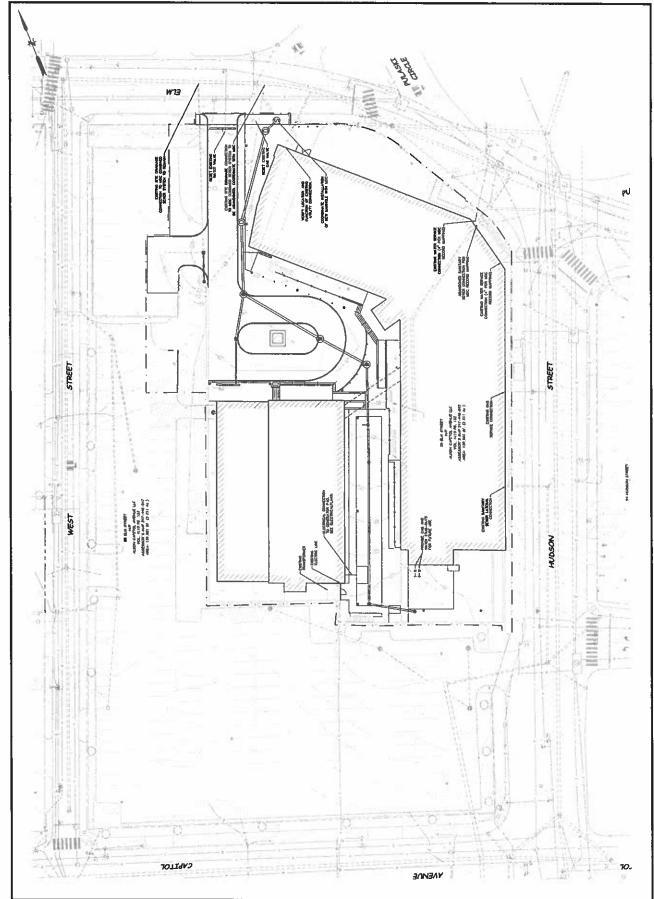
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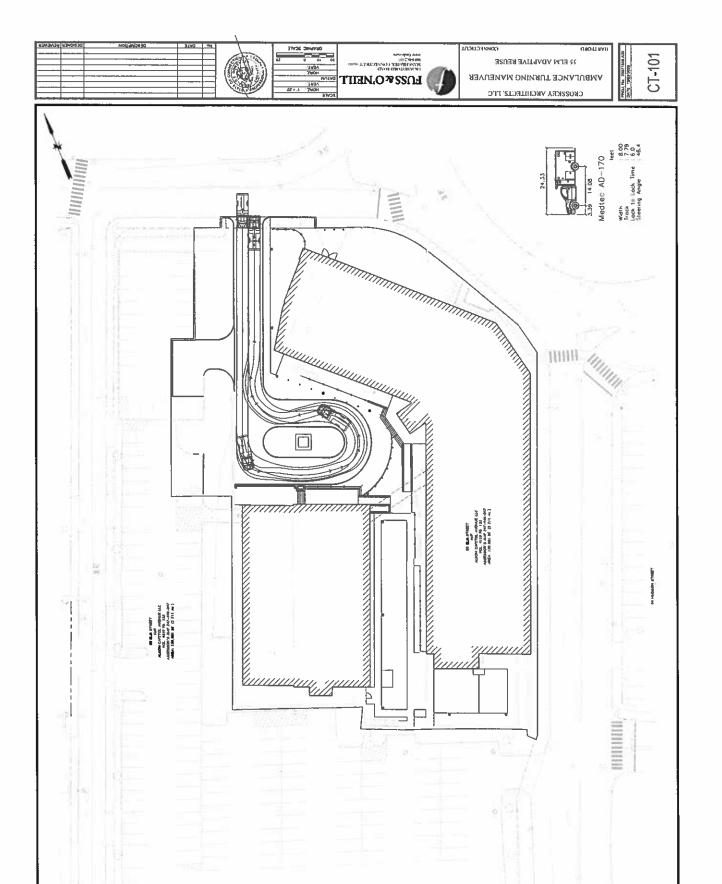
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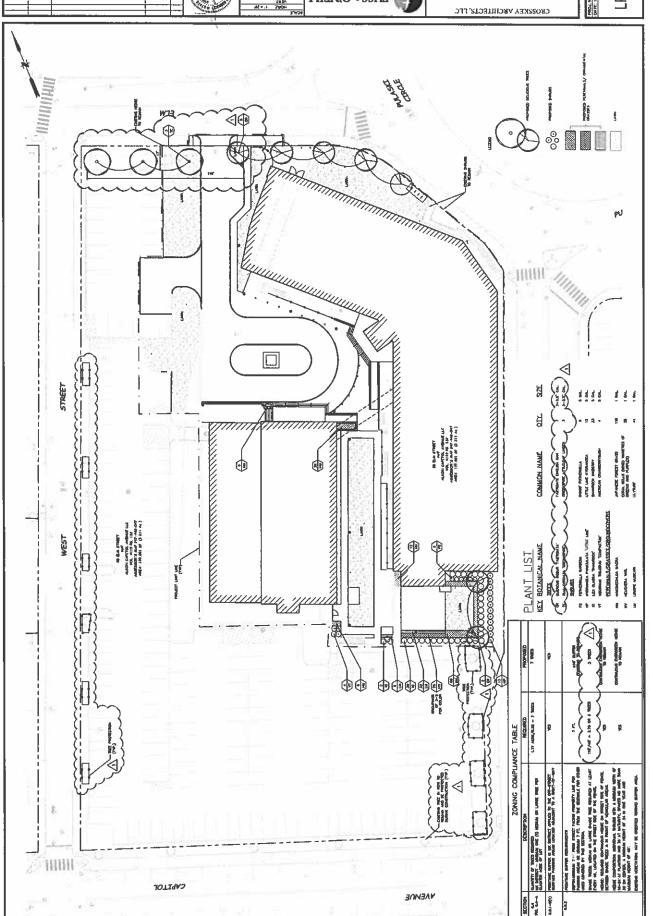






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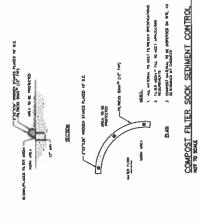
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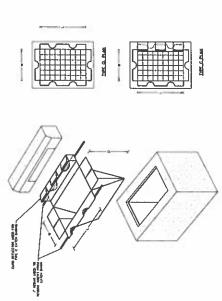
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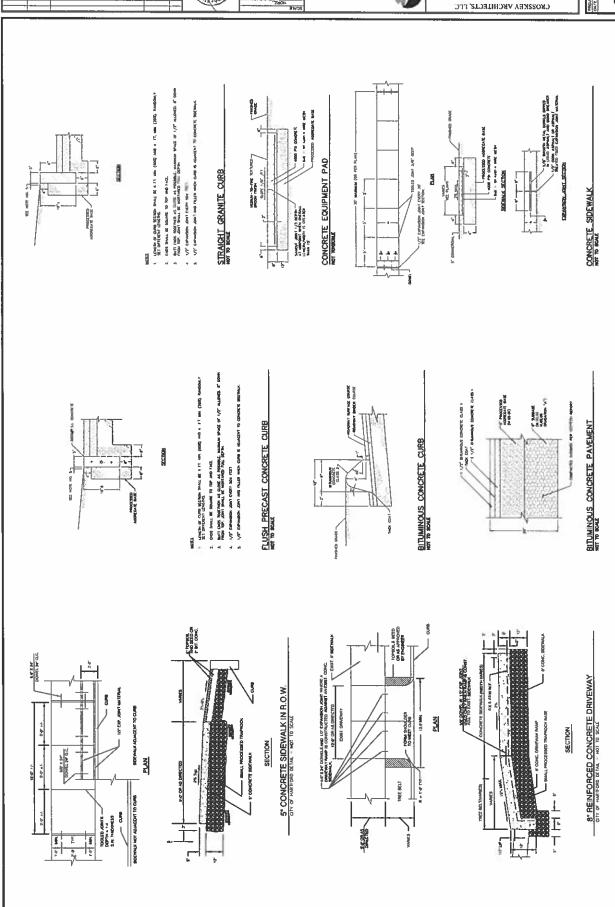
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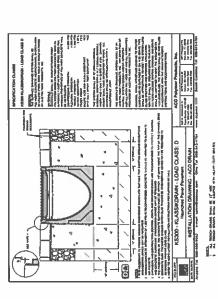
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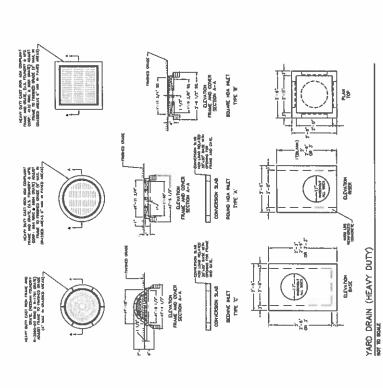
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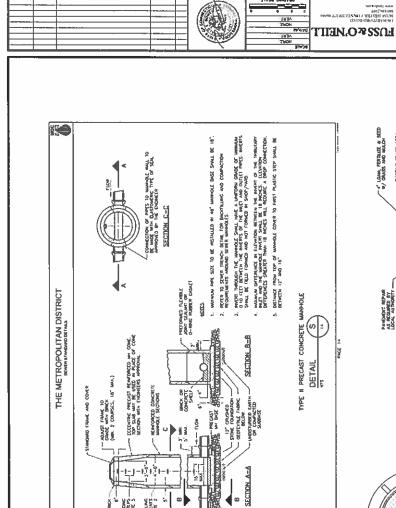
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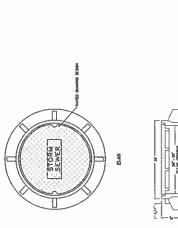
SS ELM ADAPTIVE REUSE CONSTRUCTION DETAILS CROSSKEY ARCHITECTS, LLC

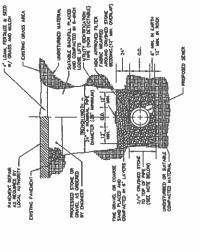
CD-504

SEWER TRENCH DETAIL



SCE PRO CONNECTION DETAILS --







STANDARD STORM MANHOLE FRAME & COVER.

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SECTION C—C

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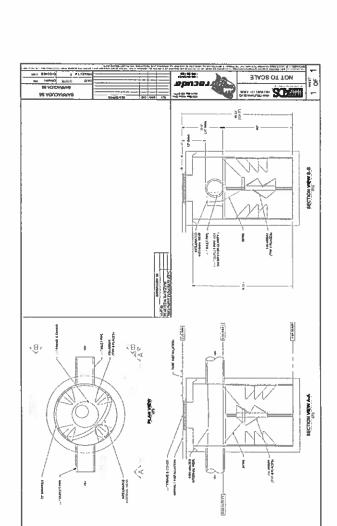
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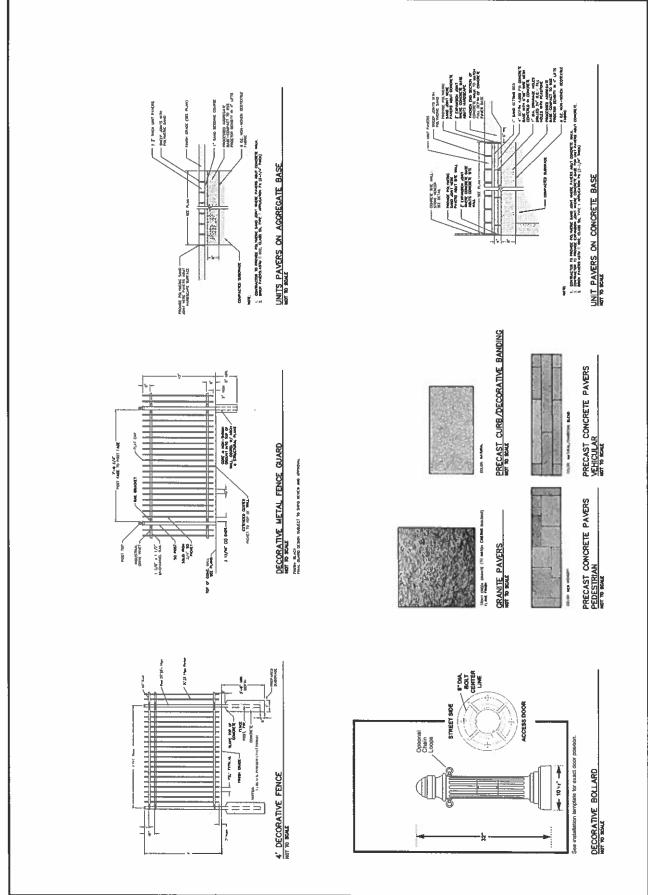
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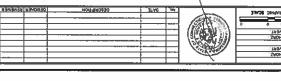
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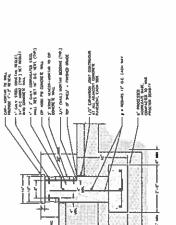


HYDRODYNAMIC SEPARATOR

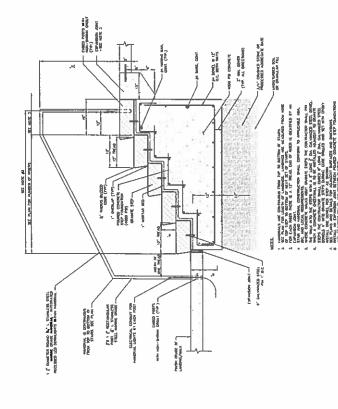






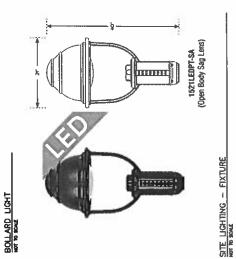


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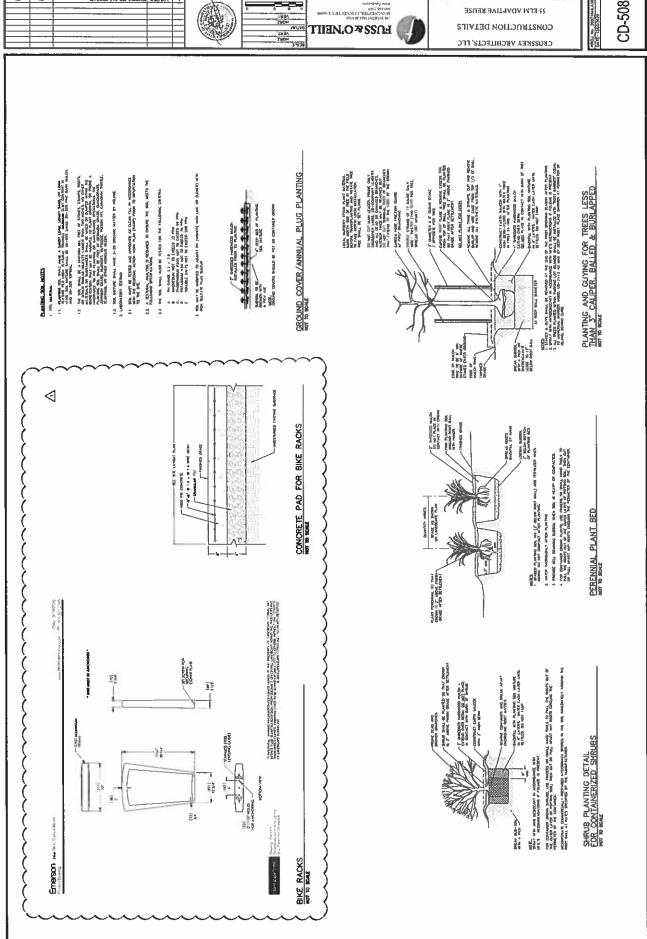




SITE LIGHTING - POLE BASE

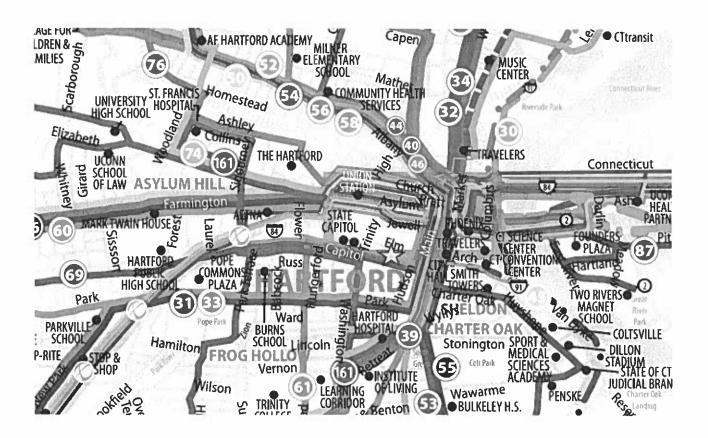
C.I.P. CONCRETE STEPS W/ GRANITE TREADS AND HANDRAIL

SS ELM ADAPTIVE REUSE



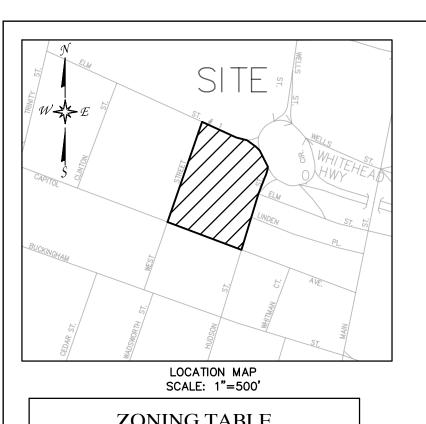
Statement of Public Transportation

The proposed subdivided parcel all remain frontage along a public right of way and all maintain access to the extensive CT Transit local bus service along Capitol Avenue and Hudson Street.



Statement on Traffic Study and other Requirements associated with Site Improvements

The proposed subdivision is not contemplating any physical improvements or alterations. Any future Site Plan Applications for new proposed uses on the newly created subdivided parcel will be subject to full review.



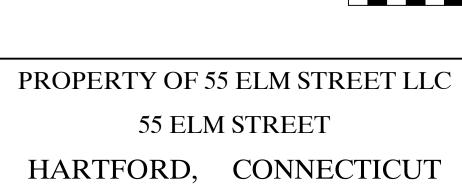
SCA	LE: 1"=500'	
ZONING TABLE		
CAMPUS OVERLAY AND M	IULTI-USE MIX ZOI	NE MX-2
ITEM	GENERAL BUILDING	55 ELM STREET
MINIMUM FRONT LOT LINE COVERAGE	65%*	N/A
FRONT BUILD-TO ZONE	AT OR UP TO 15' BEHIND THE BUILDING LINE	N/A
CORNER BUILD-TO ZONE	AT OR UP TO 10' BEHIND THE BUILDING LINE	N/A
MINIMUM FRONT SETBACK	N/A	N/A
MINIMUM CORNER SETBACK	NONE	4.7'
MINIMUM SIDE SETBACK	15'	N/A
MINIMUM REAR SETBACK	35'	N/A
MINIMUM LOT WIDTH MINIMUM BUILDING WIDTH	N/A N/A	N/A N/A
MAXIMUM BUILDING COVERAGE	65%	53%
MAXIMUM IMPERVIOUS AREA	80%	87%
ADDITIONAL SEMI-PERVIOUS AREA	10%	13%
MINIMUM OVERALL BUILDING HEIGHT	2 STORIES	4 STORIES
MAXIMUM OVERALL HEIGHT	6 STORIES	6 STORIES
GROUND STORY: *** MINIMUM HEIGHT MAXIMUM HEIGHT	9' ** 24' **	N/A
UPPER STORIES: *** MINIMUM HEIGHT MAXIMUM HEIGHT	9' 14'	N/A

* A COURTYARD COVERING UP TO 35 PERCENT OF THE FRONT FACADE IS PERMITTED AND MAY CONTRIBUTE TO THE FRONT LOT LINE COVERAGE REQUIREMENT, PROVIDED THAT A FENCE AND LANDSCAPING FULFILLING THE REQUIREMENTS OF 6.8 FRONTAGE BUGGER IS PROVIDED ALONG THE BUILDING ** IF 18 FEET OR MORE IN HEIGHT, GROUND STORY SHALL COUNT AS 2 STORIES TOWARDS MAXIMUM BUILDING HEIGHT.
*** MEASURED FLOOR-TO-FLOOR.

MAP REFERENCES:

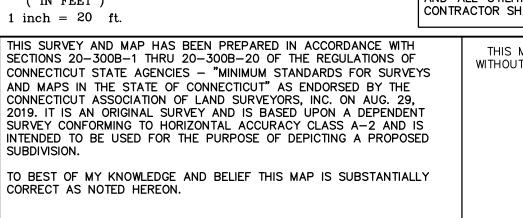
- 1) "PROPERTY SURVEY, PROPERTY OF MONY-55 ELM STREET JOINT VENTURE IN THE CITY OF HARTFORD, CONNECTICUT", SCALE: 1 INCH = 40 FEET, PREPARED BY: PETERSEN & HOFFMAN-LAND SURVEYORS AND DATED:
- JUNE, 1999. 2) "PROPERTY SURVEYED FOR CONNECTICUT GENERAL LIFE INSURANCE CO., WEST STREET, ELM STREET, & CAPITOL AVENUE, HARTFORD, CONNECTICUT", SCALE: 1 INCH = 16 FEET, PREPARED BY: PETERSEN & HOFFMAN, LAND SURVEYORS, SUCCESSORS TO SPENCER & WASHBURN INC. AND DATED: SEPTEMBER, 1982.
- 3) "MAP SHOWING PROPERTY OF THE NIAGARA FIRE INSURANCE CO. IN HARTFORD CONNECTICUT TO BE CONVEYED TO THE STATE OF CONNECTICUT", SCALE: 1"=20', PREPARED BY: STATE OF CONNECTICUT PUBLIC WORKS DEPARTMENT AND DATED: OCT. 7, 1965. 4) "SURVEY MAP, PROPERTY OF MONY-CAPITOL JOINT VENTURE, HARTFORD,
- CONN.", SCALE: 1" =20', PREPARED BY: IGOR VECHESLOFF AND DATED:
- 5) "MDC WATER MAIN REPLACEMENT PROJECT NO. 3, WEST STREET -HARTFORD". SCALE: 1"= 40', PREPARED BY: THE METROPOLITAN DISTRICT, HARTFORD, CONNECTICUT AND DATED: JULY 2020.
- 6) "CONTRACT 2012-29, CAPITOL AVENUE HARTFORD", SCALE: 1"= 40', PREPARED BY" THE METROPOLITAN DISTRICT, HARTFORD, CONNECTICUT AND
- 7) "PLAN & PROFILE OF SEWER IN ELM STREET", SCALE: 1"= 40', PREPARED BY: CITY OF HARTFORD DEPARTMENT OF ENGINEERING AND DATED: AUGUST
- 8) "UNDERGROUND (UG) MAP, HARTFORD, CAPITOL AVE ELM ST", SCALE: 1"=
- 20', PREPARED BY: EVERSOURCE ENERGY AND DATED: JUNE 26, 2017.
- PREPARED BY: EVERSOURCE ENERGY AND DATED: AUGUST 3, 2017.
- 10) "TOPOGRAPHIC SURVEY OF 108 CAPITOL AVE, 55 & 71 ELM STREET AND 94 HUDSON STREET, HARTFORD, CONNECTICUT", SCALE: 1"= 20', PREPARED





PREPARED FOR: FUSS & O'NEILL

N/F 108 CAPITAL AVENUE LLC



LICENSED LAND SURVEYOR DATE

THIS MAP IS NOT VALID WITHOUT A LIVE SIGNATURE AND SEAL 1-5-2022 REVISION PER CLIENT COMMENTS | BY | CHK |APP\ DATE REVISIONS 8-6-21 A. RAFAEL MARTINEZ LLS

JOB NO. DRAWING NUMBER SHEET 2021–199 55 Elm Street.dwg

