DEPARTMENT OF DEVELOPMENT SERVICES – PLANNING DIVISION
REPORT: Special Permit for Beer/Wine/Liquor Sales at 33 New Britain Ave, for consideration September 8, 2020

STAFF REPORT

TO:	**Planning & Zoning Commission**
PREPARED BY:	**Grant Losapio, Consultant** **oneplan@hartford.gov**
PROJECT:	**Relocation of Liquor Store to** **33 New Britain Ave.** **PARCEL ID: 229-648-095** **ENERGOV ID: P&Z-COMM-2020-0221**
ZONE:	**MS-1 Main Street District**
TYPE:	**Special Permit per Sections 1.3.4 and 3.3.4.C of City of Hartford Zoning Regulations, Last Amended June 5, 2020**
APPLICANT:	Surjit Kaur
OWNER:	Praveen Dhulipalla, Britain Avenue Plaza, LLC

City GIS Map

BACKGROUND INFORMATION

Application Special Permit to establish a Beer/Wine/Liquor Sales us (Bobby's Wine & Liquor) at 33 New Britain Ave. (the "Subject Property"), located in the MS-1 Main Street zoning district. Bobby's Wine and Liquor will relocate from 23 New Britain Ave. Included in this application is the State of Connecticut Department of Consumer Protection Liquor Control Division Removal Application, related to moving the existing package store liquor permit held by J&G Satnam, LLC for "Bobby's Wine & Liquor" located at 23 New Britain Ave. (Permit No. LIP.0015581) to 33 New Britain Ave., which requires Zoning Authority Approval.

On July 7, 2020 the Zoning Board of Appeals granted variances to the Subject Property related to the liquor store relocation.

Figure 1. Google Streetview, dated June 2019. Orange arrow identifies the existing package store on property identified by the City Assessor as 19-23 New Britain Ave., which is proposed to be relocated to the new location at 33 New Britain Ave., depicted by the green arrow to the right.

KEY APPLICATION TIMELINES

- Application Submission Date: July 20, 2020.
- Date Application was Accepted as Complete: August 11, 2020.
- Application Date of Receipt: September 8, 2020 (sooner of either: date of next regularly scheduled meeting, or 35 days after acceptance of complete application).
- Public Hearing is scheduled to open on Tuesday, September 8, 2020; Open Hearing Deadline: Thursday, November 12, 2020.
- Close Hearing Deadline (if opens September 8, 2020): Tuesday, October 13, 2020.
- CT General Statutes Sec.8-7D allow that the applicant may consent to one or more extensions of time, provided the total extension of all time periods shall not be for longer than 65 days*.

- On March 10, 2020, State of Connecticut Governor Ned Lamont declared a public health and civil preparedness emergency ("state of emergency") as a result of coronavirus disease 2019 (COVID-19) outbreak and pandemic.
- The Planning Division is operating under a series of Executive Orders issued by Governor Lamont (7.E & 7.I) which modify public hearing noticing requirements.
    - *Time periods that may pass or expire during the state of emergency may be further extended by no more than an additional 90 days, for a total of 155 extension days available, which may be applied towards all time periods, as needed

LEGAL STANDARD

The Commission reviews special permits in accordance with Zoning Regulations section 1.3.4. Special permits may be approved, approved with conditions, or denied. Considerations the Commission may weigh in special permit review include: harmony with the plan of conservation & development; compliance with the purposes of the district; effect on existing development; creation of safety hazards in vehicular and pedestrian circulation; effects on traffic; compatibility with adjacent properties; suitability of arrangement of buildings, open space, and provision of light and air; impact on essential services; impact on stormwater runoff; impact on city services and infrastructure; tree and landscape provision; and pedestrian amenities. The Commission may deviate from the minimum requirements for building siting, height, street facades, accessory structures dimensions, tree installation, landscape installation, buffers, fencing, lighting, parking, signage, and street design by up to 15% upon certain findings.

STANDARD SPECIFIC TO THE USE

Pursuant to Chapter 1, Section 1.3.6.J(3), a variance is only effective after a certified copy of the approved variance is filed in the office of the city clerk and recorded in the city land records in accordance with the general statutes.

Beer/Wine/Liquor Sales uses are subject to the following applicable standards of the Zoning Regulations:

- Chapter 3, Section 3.2.1 Beer/Wine/Liquor Sales are permitted in the MS-1 District subject to a Special Permit and compliance with applicable use-specific conditions of Section 3.3.4.C.
- Chapter 3, Figure 3.2-A Table of Principal Uses: Beer/Wine/Liquor Sales are within the Retail Use Category.
- Chapter 3, Section 3.3.4.C(1) Proximity to Other Beer/Wine/Liquor Sales: "No beer/wine/liquor sales use shall be located within a 1,500-foot radius in any direction of any establishment where beer/wine/liquor sales are located…"
- Chapter.3, Section 3.3.4.C(2) Proximity to Certain Uses: "No beer/wine/liquor sales use shall be located within a 500-foot radius of any part of an establishment used or reserved to be used for the purposes of a school, library, park, hospital, funeral home, and assembly…"
- Chapter 4, Section 4.5.2.C: retail uses are permitted on the Ground Story of Storefront Buildings located in the MS-1 District.

Figure 2. City of Hartford Adopted Zoning Map, August 28, 2018; depicts the Subject Property within the MS-1 Main Street District. Shopping Carts symbolize active state liquor permits, as of August 9, 2019.

FINDING OF FACTS

Lot

- The Subject Property is located within the MS-1 District.
- Lot Area: 6,745 SF, 0.15 Acre (per City GIS Map)
- Lot Frontage: 58.5 ft. (per City GIS Map)
- The Subject Property is located in the MARG Neighborhood Revitalization Zone (NRZ)
- The property is not within a historic district, or otherwise a Protected Property per the Historic Preservation Commission.
- No site improvements are proposed with this application.

Building

- The existing building is a one-story Storefront Building Type.
- Storefront Buildings are permitted in the MS-1 district, per Section 4.1.2.A.
- The only improvement proposed to the exterior of the building, with this application, is a 10'x4' Vinyl sign with an Aluminum frame, projecting approximately 1 foot off the front façade of the structure.

Use

- The Applicant currently rents ground level retail space at 23 New Britain Ave. for Bobby's Wine & Liquor, a Beer/Wine/Liquor Sales use, and hopes to relocate this business to 33 New Britain Ave.

- The new liquor store is proposed to occupy the +/- 2,118 SF Ground Floor of the existing Storefront Building, currently unoccupied.
- On July 7, 2020 the Zoning Board of Appeals (ZBA) granted variances from Section 3.3.4.C(1) and 3.3.4.C.(2) related to locating a new Liquor Store within 1,500 ft. from existing Beer/Wine/Liquor Sales establishments, and within 500 ft. from an existing hospital in the MS-1 district, subject to the following conditions:
    - The Beer/Wine/Liquor Sales use at 23 New Britain Ave. shall be effectively abandoned by the property owner prior to issuance of the Special Permit for Beer/Wine/Liquor Sales use on the Subject Property.
    - Parking in the front yard (forward of the building) is prohibited.
    - Accumulated garbage and debris, and all unregistered and/or inoperable vehicles shall be removed from the property.
  - The Variances were recorded in Land Records Volume 7639 Page 278 (see Attachment #6).

Neighborhood Context

- The area contains a variety of building types and uses, such as: 1-story commercial buildings, 3 story three unit dwellings, healthcare center.
- A review of the City GIS Map, which includes State of Connecticut Liquor Control Division records active on 8/9/2019, revealed the following*:
  - The Subject Property is located approximately:
    - 314 ft. from Victoria's Market, existing Grocery Beer Permit
    - 575 ft. from NBA Super Deli, existing Grocery Beer Permit
    - 479 ft. from Institute of Living, existing hospital
    - 828 ft. from Maple Mini Market, existing Grocery Beer Permit
  - The existing liquor store is located approximately:
    - 50 ft. from the Subject Property
    - 213 ft. from Victoria's Market, existing Grocery Beer Permit
    - 738 ft. from NBA Super Deli, existing Grocery Beer Permit
    - 377 ft. from Institute of Living, existing hospital
    - 743 ft. from Maple Mini Market, existing Grocery Beer Permit

  *Measurements were taken from the City GIS Map, and are estimates only.

Figure 3. GIS Map depicting distances between the proposed liquor store and existing liquor stores in the area. The nearest package store permit (excluding Bobby's Wine & Liquor at 23 New Britain Ave.) is "Trinity Package Store," at 219 New Britain Ave.

Figure 4. View of front of Subject Property, taken 6/25/2020.

Figures 5 & 6. View of rear of Subject Property, taken 6/25/2020. Depicts multiple unregistered and/or inoperable vehicles stored behind the builing, and accumulated garbage/construction debris.

Figures 7. View front yard parking in front of the Subject Property, and others, taken 6/25/2020.

Figure 8. View from Subject Property looking northeast on New Britain Ave., taken 6/25/2020. Depicts a variety of commercial and mixed-use buildings in the area. Front yard parking is common in this section of New Britain Ave.

Figure 9. View from Subject Property looking southwest on New Britain Ave., taken 6/25/2020. Depicts commercial and multi-unit residential uses in the area.

COMMENTS RECEIVED (DEPARTMENTS, AGENCIES, NRZS, PUBLIC)

On June 29, 2020 the Chair of the MARG NRZ provided Planning Staff with a letter of support related to the application for variances, stating:

On behalf of the Maple Ave. NRZ Group, after speaking to all of our Board members by phone, they were all in support of the variance changes for 33 New Britain Ave. to allow the sale of liquor, only under the circumstances that 23 New Britain Ave is no longer zoned to be a liquor store. (See attachment #5)

No further comments have been received in relation to this application for Special Permit.

ANALYSIS

The Applicant is proposing to relocate their liquor store (Bobby's Wine & Liquor) from 23 New Britain Ave. to 33 New Britain Ave., citing the following reasons for this relocation: the new location will allow more retail variety of liquor in the neighborhood, the store is more spacious and will allow more showroom space and greater inventory, there is also more visibility at the storefront.

The new establishment is proposed in the +/- 2,118 SF Ground Story of an existing 1-story Storefront Building. Use of the Ground Story for retail is permitted per Section 4.5.2.C. of the Zoning Regulations, and is permitted with a Special Permit obtained in accordance with Sections 1.3.4., and compliance with use-specific conditions of Sec. 3.3.4.C. The Beer/Wine/Liquor Sales use is within the Retail Use Category, and no building alterations or site improvements are proposed with this application.

With relief granted from the ZBA, the Subject Property is not required to comply with requirements of Sections 3.3.4.C.(1) or 3.3.4.C.(2) related to close proximity to other Beer/Wine/ Liquor Sales establishments or other certain uses (i.e. Institute of Living), as long as the conditions of approval are met. To meet the first condition of approval, a letter from Amandeep Kaur, liquor permittee, dated May 26, 2020 has been submitted with this application indicating the intent to abandon and surrender the existing liquor permit at 23 New Britain Ave. This letter may serve as cessation or abandonment per Zoning Regulations Section 1.5.3. Without effective abandonment/ cessation of the existing Beer/Wine/Liquor Sales use at 23 New Britain Ave., it may be possible that 2 liquor stores could exist within 50 ft. of one another.

No further documentation of satisfying the other conditions of Approval set forth during the public hearing at the July 7, 2020 ZBA meeting has been provided at this time. To address the fulfillment of these conditions, the Commission may consider the following condition(s) of approval:

1. Signage that is appropriately sized and clearly visible from the street, subject to approval of a separate signage permit zoning review, shall be provided to indicate that parking in the front yard (forward of the building) is prohibited.

And the adoption of the following condition of approval:

1. Accumulated garbage and debris, and all unregistered and/or inoperable vehicles shall be removed from the property.

To affirm state and local regulations (such as applicable sections of Connecticut General Statutes Title 30, Chapter 545 Liquor Control Act, and Zoning Regulations Section 3.3.4.C.), the Commission may consider the following conditions of approval:

1. Pursuant to Zoning Regulations Sec.3.3.4.C. and Connecticut General Statutes Sec.30-20, on-site consumption of purchased alcoholic liquor products [as opposed to free samples or tastings] is prohibited.

After reviewing the application materials related to proposed signage, it appears that the proposed 10'x4' Vinyl sign would not comply with requirements of Zoning Regulations Sections 8.3 related to the sign area and permitted materials of a wall sign. Additional information is also needed as to the placement, height, and dimensions of the alphanumeric characters to be able to ensure compliance with Zoning Regulations.

If this Special Permit is approved, and a Certificate of Approval is recorded in City of Hartford Land Records, then Planning Staff may endorse the Applicant's Removal Application with the State Liquor Control Division. To demonstrate compliance with public hearing notice requirements, as modified pursuant to State of Connecticut Executive Order 7I, the Applicant must submit the completed notarized Sign Affidavit.

STAFF RECOMMENDATION

Staff recommends approval of this application, subject to conditions.

A draft resolution follows. To address some of the issues raised in the Analysis, staff proposes Condition 1-4 in the resolution. It is in the Commission's discretion to impose addition conditions to address concerns raised during the ZBA meeting, or which may arise during this hearing.

ATTACHMENTS

1. Application & Supporting Documents
2. Existing Liquor Permit at 23 New Britain Ave.
3. GIS Map of Existing Liquor Store at 23 New Britain Ave.
4. GIS Map of Proposed Liquor Store at 33 New Britain Ave.
5. Chair of MARG NRZ Letter of Support
6. Notice of Variance Recorded in Land Records

REVIEWED AND EDITED BY,

Digitally signed by Aimee Chambers
DN: cn=Aimee Chambers, o=City of Hartford, ou=Director of Planning, email=aimee.chambers@hartford.gov, c=US
Date: 2020.08.28 17:44:53 -04'00'

Aimee Chambers, Director

PLANNING AND ZONING COMMISSION

SPECIAL PERMIT

DRAFT RESOLUTION

33 New Britain Avenue

September 8, 2020

Whereas, The Planning and Zoning Commission (the "Commission") has reviewed the petition of Surjit Kaur for a Special Permit in accordance with Zoning Regulations Sections 3.2.1 and 1.3.4 related to locating a new Beer/Wine/Liquor Sales use (liquor store) on property identified by the City Assessor as 33 New Britain Ave., Parcel ID 229-648-095, (the "Subject Property"), which is located in the MS-1 Zoning District; and

Whereas, Pursuant to Zoning Regulations Chapter 3, Section 3.2.1, Beer/Wine/Liquor Sales use is permitted in the MS-1 district subject to Special Permit obtained in accordance with Section 1.3.4 and compliance with use-specific conditions of Section 3.3.4.C.; and

Whereas, Pursuant to Zoning Regulations Chapter 3, Section 3.3.4.C.(1), no beer/wine/liquor sales use shall be located within a 1,500-foot radius of any establishment where beer/wine/liquor sales are located, with certain exceptions; and

Whereas, Pursuant to Zoning Regulations Chapter 3, Section 3.3.4.C.(2), no beer/wine/liquor sales use shall be located within a 500-foot radius of an establishment used or reserved to be used for the purposes of a school, library, park, hospital, funeral home, and assembly; and

Whereas, A review of available records obtained from the State of Connecticut Liquor Control Division, which were mapped on the City GIS Map on August 9, 2019, revealed that the Subject Property is located less than 1,500 ft. from three active Grocery Beer permits, and less than 500 ft. from a hospital:

1. Victoria's Market, existing Grocery Beer Permit, 314 ft. away
2. 575 ft. from NBA Super Deli, existing Grocery Beer Permit
3. 828 ft. from Maple Mini Market, existing Grocery Beer Permit
4. 479 ft. from Institute of Living, existing hospital; and

Whereas, On July 7, 2020 the City of Hartford Zoning Board of Appeals granted variances from Zoning Regulations Section 3.3.4.C.(1) and 3.3.4.C.(2), and the Notice of Variance is recorded in the City of Hartford Land Records Volume 7639 Page 278;

Now Therefore Be It Resolved, That the Commission hereby approves the petition of Surjit Kaur and grants a Special Permit for Beer/Wine/Liquor Sales (Liquor Store) on the Subject Property, identified by the City Assessor as 33 New Britain Ave., Parcel ID 229-648-095, subject to the following conditions:

1. Signage that is appropriately sized and clearly visible from the street, subject to approval of a signage permit zoning review, shall be provided to indicate that parking in the front yard (forward of the building) is prohibited.
2. Accumulated garbage and debris, and all unregistered and/or inoperable vehicles shall be removed from the property.
3. On-site consumption of purchased alcoholic liquor products is prohibited.
4. The proposed signage is not approved. Additional information and separate zoning review(s) will be necessary to ensure compliance of the proposed signage with the Zoning Regulations.

Resolved this 8th day of September, 2020

$600 PBZ-COMM-2020-0221

Attachment #1: Application & Supporting Documents

EnerGov App. #:_____

City of Hartford
Department of Development Services
Planning Division

Return Form to the Planning Desk at the
Licenses & Inspections Division Counter
860-757-9239
260 Constitution Plaza
Hartford, Connecticut 06103-1822

For Assistance Contact Planning Division
860-757-9040
250 Constitution Plaza, 4th Floor
Hartford, Connecticut 06103-1822
http://planning.hartford.gov

PLANNING AND ZONING APPLICATION

PLEASE CHECK THE ACTION(S) YOU ARE APPLYING FOR:

- ☐ Zoning Appeal
- ☐ Approval of Location
- ☐ Historic Review
- ☐ Zoning Permit: Signage/Use/Accessory
- ☐ Zoning Variance
- ☐ Lot Combination
- ☐ Liquor Permit
- ☐ Site Plan
- ☐ Zoning Map Change
- ☑ Special Permit
- ☐ Subdivision/Lot Line Revision

Receiving Federal Funds: ☐ Yes ☐ No
☐ Demo ☐ Add. ☐ Repair

1. PROPERTY INFORMATION

Property Address: 33 New Britain Ave. City: Hartford State: CT Zip Code: 06106
Zoning District: (http://assessor1.hartford.gov/default.asp) NS1 district Parcel ID: _____
Property Owner: Praveen Dhuppalla
Property Owner's Address: 33 New Britain Ave. City: Hartford State: CT Zip Code: 06106
Phone: _____ Email: —

2. APPLICANT

☐ Please check if "Applicant" is the same as "Property Owner"

Name of Applicant: Surjit Kaur File Date: _____
Address: [redacted] 401 talcottville road apt 145 City: vernon State CT Zip Code: 06066
Phone: (516) 417-7271 Email: Satte_70@yahoo.com

3. PRIMARY POINT OF CONTACT:

Name: Surjit Kaur
Phone: (516) 417-7271
Email: Satte_70@yahoo.com

EnerGov App. #:_____

4. PROJECT NARRATIVE

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

We are applying for a special permit. We got approved for variances from sections 3.3.4 C1 and 3.3.4C2. I want to transfer a liquor permit to a new proposed location at 33 New Britain Avenue, which is only 50 feet away from the current location. The current location property owner will abandon the use of liquor/special permit, if approval is granted.

**** Please complete the following sections as they pertain to the actions you are applying for. ****
Be sure to <u>sign the application</u> in Section 5 on the last page.

A. COMPLETE IF APPLYING FOR ZONING MAP CHANGE:

Proposed Zone: _____

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

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

Reason for this request: _____

B. COMPLETE IF APPLYING FOR ZONING APPEAL:

Are you an aggrieved party? (Check one): ☐ Yes ☐ No

Permit or Violation number: _____

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

EnerGov App. #:_____

C. COMPLETE IF APPLYING FOR ZONING VARIANCE:

State the particular hardship* or unnecessary difficulty that prompts this application :

_____

_____

_____

**A "hardship" as defined by the Connecticut State Statutes Section 8-6 whereby "with respect to a parcel of land where, owing to conditions especially affecting such parcel but not affecting generally the district in which it is situated, a literal enforcement of such bylaws, ordinances or regulations would result in exceptional difficulty or unusual hardship." Note that "mere financial loss does not constitute hardship warranting granting of variance [unless] loss is so great as to amount to confiscation of applicant's property. [a]variance might be justified."*

D. COMPLETE IF APPLYING FOR SUBDIVISION, LOT LINE REVISION, OR LOT COMBINATION

Lot Subdivision/Lot Line Revision:

Number of new lots to be created:_____ Area of each of the new lots in square feet_____

Street frontage of each of the new lots in feet_____

Lot Combination:

Address of lots to be combined_____

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

Map_____ Block_____Lot_____

Map_____Block_____ Lot_____

(Map/Block/Lot and address information can be found at http://gis.hartford.gov/parcelviewer/index.html)

E. COMPLETE IF APPLYING FOR HISTORIC REVIEW

IMPORTANT: HISTORIC COMMISSION APPROVAL MUST FIRST BE OBTAINED BEFORE ANY BUILDING OR DEMOLITION PERMIT WILL BE ISSUED FOR WORK ON HISTORIC PROPERTIES. NO WORK MAY BEGIN UNTIL A BUILDING PERMIT IS ISSUED

☐ Please check if photographs are included with application (required for certain projects)

Proposed work includes: (Check all that apply)	☐ Repairs	☐ Addition	☐ New construction	☐ Demolition	☐ Other (specify)

If proposing demolition, provide reason (attach additional pages if necessary):

_____

_____

_____

Current materials being repaired/replaced: _____

Materials/products being used in work: _____

F. COMPLETE IF APPLYING FOR A SIGN PERMIT

1. Is this sign proposed outside of the Buildingline? ☐ Yes ☐ No
   Maximum extension from the Buildingline: _____ ft. _____ in.

2. Is this sign proposed outside of the Streetline? ☐ Yes ☐ No
   Maximum extension from the Streetline: _____ ft. _____ in.

3. Is this sign illuminated? ☐ Yes ☐ No

4. Engineer Name (if any): _____ Phone: _____
   Address: _____

5. Minimum distance from lowest point of sign to sidewalk: _____ ft. _____ in.

6. Maximum height of sign from lowest established grade: _____ ft. _____ in.

7. Distance from the nearest outdoor sign: _____ ft. _____ in.

8. Square feet of surface for one face of the sign: _____ ft. _____ in.

9. Wording on the sign (include all words): _____

Description of work (attach additional pages if necessary):

_____

_____

_____

NOTE: Please submit two copies of all drawings drawn to scale. Sign drawings should include the dimension of the sign. Elevation of building should include the location of proposed and existing sings. Site plans should include the location of proposed and existing signs and their distance from Buildinglines and Propertylines.

5. SIGNATURE(S)

By signing below, I certify that all work will be done in strict accordance with the LOCAL, STATE AND FEDERAL CODES. Further, all work covered by this application has been authorized by the owner of this property. No work shall commence until all determinations have been made and the proper permits have been obtained.

Signature of Applicant: _____ **Date:** 7/20/20

Printed Name of Applicant: SUBJIT KAUR

Signature of Property Owner: _____ **Date:** 7/20/20

Printed Name of Property Owner: Praveen Dhulipalla

Hardship Statement

Liquor sales is permitted in the MS 1 district, via special permit. However, the strict distance requirement of ordinance prevents me from establishing a retail liquor store at 33 New Britain Avenue. The current location (23 New Britain Avenue) is only 60 feet from the proposed location (33 New Britain Avenue). There are no known liquor stores within 1500 sq. ft. of 33 New Britain Avenue. There are only two grocery beers near the premise. One of them being, Victoria's Market, which is 503.53 ft. The other grocery beer is NBA Grocery, which is 691.09 ft away from the proposed location. Another restriction is the institute of Living, which is 486.87 ft away as well. The owner of 23 New Britain Avenue is aware of my application and is willing to abandon the use of a liquor store, if I am granted a variance from the distance required.

The reason for my move is the new location will allow to provide more retail variety of liquor in the neighborhood. It's bigger and spacious, there's more showroom space which will allow for more inventory to be included. There is also more visibility at the store front. I have also ordered a new cooler to be placed in the premise, because there is no room available to keep all the beers at the current location, which is 23 New Britain Avenue.

I have informed the NRZ, Hyacinth Yennie of my application as well. She is aware of the moving process and has contacted me, along with visiting the locations.

I want to stay in this neighborhood and wish to provide service to the citizens of my community. I take pride in the business and hope for this variance to follow through, to keep giving exceptional service to the fellow customers and neighbors of the community.

1 = Victoria's Market (Grocery Beer) 503.53 ft

2 = NBA Grocery (Grocery beer) 691.09 ft

3 = Institute of living 486.87 ft.

* current location: 23 New Britain Avenue Hartford, CT 06106

For Official Use Only

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
Liquor Control Division
Telephone: (860) 713-6210
Email: liquor.control@ct.gov
Web Site: www.ct.gov/dcp

REMOVAL APPLICATION

(FOR ON-PREMISES AND OFF-PREMISES LIQUOR PERMITS)

Section A: PROPOSED BUSINESS LOCATION

1. Proposed Business Street Address	City	State	Zip Code
33 New Britain. Avenue	Hartford	CT	06106

2a. Proposed Phone Number:	2b. Proposed Fax Number:	2c. E-mail Address
(516) 417-7271		satte_70@yahoo.com

3. Are you Requesting a Removal on Stipulation?	4. Will there be an Additional Consumer Bar?	5. Will there be a Patio?
☐ YES ☑ NO	☐ YES ☑ NO ☐ N/A	☐ YES ☑ NO ☐ N/A

If you answer "YES" to #'s 3, 4, or 5, please read and complete the applicable form attached to this application packet

Section B: APPROVAL/CERTIFICATION OF LOCAL OFFICIALS

Please Note: Only ON-Premises Liquor Permits must complete the Fire Marshal's Approval
(This applies only to restaurant, café, tavern, hotel, and theater permits)

6. **Fire Marshal's Approval:** I certify that the premises identified in Section A, item #1 of this application is physically constructed in a manner that is safe for the type of business that will be operated there.

Signature of Fire Marshal **X** _____ Print Name _____

Title of Official _____ Date ____/____/____

7. **Zoning Authority Approval:** I certify that I am familiar with the zoning ordinances and bylaws of the city/town identified in Section A, item #1 of this application and they do not prohibit the sale of alcoholic beverages under the type of liquor permit/establishment identified in this application.

Signature of Zoning Official **X** _____ Print Name _____

Title of Official _____ Date ____/____/____

8. **Certification of Town Clerk:** The town in which the business identified in Section A, item #1 of this application is to be operated, has no ordinance restricting the hours of sale of alcoholic liquors beyond those set forth in State law except as indicated in the box below. (If none, please enter "NONE")

Additional Restrictions: None

Signature of Town Clerk **X** [signature] Print Name NOEL F. McGREGOR JR.

Title of Official TOWN CLERK Date 4 / 28 / 20

Section C: CURRENT BUSINESS LOCATION/PERMITTED PREMISES

9. Permit Number	10. Trade Name (DBA)		
LIP 0015581	J&G Satnam LLC.		
11. Current Business Street Address	City	State	Zip Code
23 New Britain Avenue.	Hartford	CT	06106

Section D: PERMITTEE INFORMATION

13. Permittee Name (First, Middle, Last)			
Surjit Kaur			
14. Permittee Residence Street Address	City	State	Zip Code
401 Talcottville Road apartment #145	Vernon	CT	06066
15a. Phone Number:	15b. Fax Number:	15c. E-mail Address	
(516) 417-7271	—	satte_70@yahoo.com	

Section E: BACKER-OWNER INFORMATION

16. Backer Name (Corporation, LLC, Partnership, Sole Proprietorship, etc.)
J&G Satnam LLC

Section F: PREFERRED MAILING ADDRESS

17. Name			
18. Address	City	State	Zip Code

Section G: CERTIFICATION OF PERMITTEE APPLICANT AND BACKER OR AUTHORIZED REPRESENTATIVE OF BACKER

19. **Permittee Certification** (To be signed by permittee applicant, identified in "Section A" of this application) I certify that the information provided in this application is true to the best of my knowledge.	Signed by Permittee Applicant X Surjit Kaur	Date 4/23/20
20. **Backer Certification** (To be signed by backer or the authorized representative of the backer) I certify that the information provided in this application is true to the best of my knowledge and that the permittee applicant identified in "Section A" of this application is designated as my principal representative on the premises for which this application is being submitted.	Signed by Backer or Authorized Representative of Backer X Surjit Kaur	Date 4/23/20
	Print name of Backer or Representative Surjit Kaur	Title of Backer or Representative owner (self)

For Official Use Only

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
LIQUOR CONTROL DIVISION
Telephone: (860) 713-6210
Email: liquor.control@ct.gov
Website: www.ct.gov/dcp

Removal on Stipulation Request Form

I, _____, have submitted a Removal application for an existing liquor permit to the Department of Consumer Protection, Liquor Control Division and hereby request to move my existing permit on a stipulated agreement. In the event my request is granted, I understand that I must complete the Stipulated Agreement for Removal form, the removal placarding process and undergo a successful inspection before the issuance of the final removal liquor permit is approved.

I have attached a letter to this application describing my case for hardship. In cases of eviction, please attach an official court document to prove commencement of an eviction. Please refer to Sec 30-52 of the Connecticut General Statutes below.

Sec. 30-52. Removal to another location.
This section in part states "…the Department of Consumer Protection, in cases of hardship and in cases caused by reason of the commencement of an eviction action against such permittee from the particular building or place in such town specified in such permit, may endorse upon such permit permission to the permittee to remove from one building or place in any zone to another building or place in a proper business or industrial zone, and the permittee shall thereupon be authorized to remove to such new location with such permit."

Signature of Backer or Authorized Representative of the Backer:

X _____ Date: _____

Print Name of Backer or Authorized Representative of the Backer signed above:

X _____ Date: _____

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
Liquor Control Division
Telephone: (860) 713-6210
Web Site: www.ct.gov/dcp

REMOVAL BACKER'S FINANCIAL STATEMENT

Name of Backer or Authorized Representative of the Backer: Surjit Kaur			
Street Address: 401 Talcottville Road apt.#145	City: Vernon	State: CT	Zip Code: 06066

Please Note:** *The following sections should document the expenses involved in removing your business and the sources of the funds to pay for these expenses. The total dollar amount in Section A should equal the total dollar amount in Section B. Additional documents may be required by the Department.

Section A – Cost/Expenses:

1. **COST TO REMOVE TO PROPOSED PREMISES:**	$ 0.00
2. **COST OF NEW BUILDING, if applicable:** (If real estate is being acquired)	$ N/A
3. **LEASEHOLD/SECURITY DEPOSIT, if applicable:**	$ 4,750.00
4. **RENOVATIONS/ALTERATIONS, if applicable:**	$ 4,000.00
5. **FURNITURE. FIXTURES, EQUIPMENT, ETC, if applicable:**	$ 29,000.00
6. **OTHER EXPENSES, if applicable:** (Please Specify)	$ N/A
TOTAL FUNDS FOR ALL COSTS/EXPENSES: (add 1-6 above)	$ 37,750.00

Section B - Sources of Funds:

7. **PERSONAL ACCOUNTS:** (Savings, Checking, Certificate of Deposit-CD's)	$ N/A
8. **CASH ON HAND:**	$ 37,750.00
9. **PROMISSORY NOTES & LOANS:** (Specify Other Source Types)	$ N/A
TOTAL FUNDS FOR ALL SOURCES: (add 7-9 above)	$ 37,750.00

I certify under penalty of law that the information provided in this financial statement is true to the best of my knowledge:

Signature of Backer or Authorized Representative of Backer:

X _____ Date: 4/23/20

Printed Name of Backer or Authorized Representative:	Title:
Surjit Kaur	Owner (Self)

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
Liquor Control Division
Telephone: (860) 713-6210
Email: dcp.liquorcontrol@ct.gov
Web Site: www.ct.gov/dcp/liquorcontrol

For Official Use Only

APPLICATION FOR PATIO, EXTENSION OF USE and/or ADDITIONAL CONSUMER BAR

☐ **PATIO** *(Restaurants & Cafes ONLY)*	☐ **EXTENSION OF USE** *(All other permit types)*	☐ **ACB (Additional Consumer Bar)** # of ACB's: _____ (FEE: $190.00 each)

Section A: BUSINESS INFORMATION

1. Trade Name (DBA Name)		2. Permit Number	
3. Permittee Name (First, Middle, Last)			
4. Backer Name (Corporation, LLC, Partnership, Sole Proprietorship, etc.)			
5. Business Address	City	State	Zip Code
6. Business Telephone Number	7. Business Fax Number	8. Business Email Address	
9. Type of Request? ☐ Permanent ☐ Temporary	*If TEMPORARY is checked, List Specific Dates Below:*		

Section B: APPROVAL/CERTIFICATION OF LOCAL OFFICIALS

10. **Zoning Authority Approval:** I certify that I am familiar with the zoning ordinances and bylaws of the city/town identified in Section A and on the sketch provided with this application, they do not prohibit the sale of alcoholic beverages under the type of liquor permit/establishment identified in this application.

Signature of Zoning Official **X** _____ Print Name _____

Title of Official _____ Date _____ /_____ /_____

11. **Fire Marshal's Approval:** I certify that the premises identified in Section A and on the sketch of this application is safe for this type of request.

Signature of Fire Marshal **X** _____ Print Name _____

Title of Official _____ Date _____ /_____ /_____

12. **Local Health Approval: (Patio Requests ONLY) I** certify that the Patio at the premises identified in Section A and on the sketch of this application meets local health approval.

Signature of Health Official **X** _____ Print Name _____

Title of Official _____ Date _____ /_____ /_____

Section C: CERTIFICATION OF BACKER OR AUTHORIZED REPRESENTATIVE OF BACKER

13. **Backer Certification** (To be signed by backer or the authorized representative of the backer) I certify that the information provided in this application is true to the best of my knowledge and that the permittee applicant identified in "Section A" of this application is designated as my principal representative on the premises for which this application is being submitted.	Signed by Backer or Authorized Representative of Backer X_____	Date: _____
	Print name of Backer or Representative	Title of Backer or Representative

Attach a Sketch of the current premises, identifying the proposed Patio, Extension of Use area and/or ACB

Back Door
walk-in Cooler
(walk-in "dairy")
walk-in Cooler
SHELVES
(SHELVES)
SHELVES
SHELVES
Side Door
Door
Office / Stockroom
Front Counter (cashier)
Fridge
Bathroom
Front Door
66' ft.
30' ft. 5in.

BOBBY'S
WINE & LIQUOR
PACKAGE STORE
33 NEW BRITAIN AVE,
HARTFORD CT, 06106
(860) 216-2975
BEER, LOTTERY, CIGARETTES

LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE AGREEMENT WITH OPTION PURCHASE (this "Agreement" or "Lease") is entered into as of the 1St day of May, 2020 (the "Effective Date") by and between Britain Avenue Plaza, LLC ("Landlord"), and J & G Satnam LLC ("Tenant").

I. LEASE AGREEMENT:

1. Lease. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain piece or parcel of land located in the Town and County of Hartford, State of Connecticut, known as 33 New Britain Avenue (the "Land"), together with any buildings and improvements on the Land (collectively, the "Building" and the Land and Building, collectively, the "Leased Premises").

2. Term of Lease. This Lease shall be effective upon the Effective Date. The term Of the Lease shall commence on May 1, 2020 (the "Commencement Date") and shall expire on April 30, 2024 (the "Term"). Notwithstanding anything to the contrary, this Lease shall terminate at such time, if ever, that Tenant acquires the Leased Premises from Landlord pursuant to the Option to purchase granted in **Part II** below.

3. Use. Tenant may occupy and use the Leased Premises during the Term for purposes of the operation of a package liquor store and/or incidental storage of package liquor store inventory. Tenant warrants that Tenant's use shall comply with all applicable laws, ordinances, rules and regulations ("Laws"), and Tenant shall promptly obtain all permits, licenses and approvals necessary for the operation of the permitted use hereunder in the Leased Premises. Tenant may operate during such days and hours as Tenant may determine, without the imposition of minimum or maximum hours of operation by Landlord and Tenant shall have access to the Leased Premises, and may operate, 24 hours per day, seven (7) days per week, 365 days per year, subject to applicable Laws.

4. Rent. Tenant shall pay as annual base rent for the Leased Premises (the "Base Rent") the amount of $57,000.00 in monthly installments of $4,750.00. Each monthly installment shall be due on the first day of the month with respect to which such installment is due, except that the first monthly installment shall be paid by Tenant upon its execution and delivery of this Lease.

5. Additional Rent. Tenant shall be responsible for all taxes, costs and expenses of any kind incurred during the Term with respect to the Land and the Building, including, without limitation, the following costs and expenses, which Tenant shall pay as additional rent:

(a) Taxes. Tenant shall be responsible for all real estate and public improvement taxes, ad valorem taxes, and similar taxes and assessments on or against the Leased Premises (collectively, "Taxes"), and shall pay such Taxes within 10 days of Landlord's invoice therefor. In the event Landlord pays for any Taxes during or with respect to the Term (including, without limitation, any Taxes paid by Landlord prior to the Term but relating to the Term), Tenant shall promptly (and in all events within 10 days) reimburse Landlord the amount of such payment.

(b) Insurance. Tenant shall be responsible for all insurance costs incurred by Landlord and relating to the Leased Premises, including, without limitation, costs for casualty liability, fidelity, rent and other insurance coverage ("Insurance"), and shall pay such Insurance

LEASE AGREEMENT WITH OPTION TO PURCHASE

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(a) Taxes. Tenant shall be responsible for all real estate and public improvement taxes, ad valorem taxes, and similar taxes and assessments on or against the Leased Premises (collectively, "Taxes"), and shall pay such Taxes within 10 days of Landlord's invoice therefor. In the event Landlord pays for any Taxes during or with respect to the Term (including, without limitation, any Taxes paid by Landlord prior to the Term but relating to the Term), Tenant shall promptly (and in all events within 10 days) reimburse Landlord the amount of such payment.

(b) Insurance. Tenant shall be responsible for all insurance costs incurred by Landlord and relating to the Leased Premises, including, without limitation, costs for casualty liability, fidelity, rent and other insurance coverage ("Insurance"), and shall pay such Insurance

within 10 days of Landlord's invoice therefor. In the event Landlord pays for any Insurance coverage in effect during the Term, Tenant shall promptly (and in all events within 10 days) reimburse Landlord the amount of such payment.

(c) Maintenance Charges. Tenant shall be responsible for (i) all costs to maintain, repair and replace any structural elements of the Building, including, without limitation, the roof ("Building Repair Costs"), (ii) all costs to maintain, repair and replace any sidewalks, driveways or walkways located on the Leased Premises ("Exterior Repair Costs"), (iii) all costs to maintain, repair and replace all systems (and all of their constituent components) serving the Leased Premises, including, without limitation, electrical, mechanical, plumbing and HVAC systems, and all water and sewer lines, and (iv) all costs to maintain, repair and replace the interior and exterior of the Building, including, without limitation, all windows and doors. Notwithstanding the foregoing, Tenant shall obtain Landlord's advance written consent to any repair exceeding $1,000.00, and shall provide Landlord with such documentation, including estimates and contractor insurance information, as Landlord may require in connection with reviewing Tenant's request for consent.

(d) Payment of Additional Rent. Tenant shall pay all additional rent due under this Lease directly or within 10 days of Landlord's invoice therefor. In the event Landlord pays for any item of additional rent dues during or with respect to the Term (including, without limitation, any Taxes paid by Landlord prior to the Term but relating to the Term), Tenant shall promptly (and in all events within 10 days) reimburse Landlord the amount of such payment.

The Base Rent and all additional rent due pursuant to this Lease are collectively referred to in this Lease as the "Rent".

(e) Late Charge; Interest. In the event Tenant fails to pay any installment of Base Rent by the 10th day of the month in which such installment is due, or any sum due as additional rent by the 10th day after the date when due, Tenant shall pay as additional rent a late fee in the amount of $100.00 with respect to such installment. In the event Tenant pays any installment of Rent more than one (1) month after the same is due, Tenant shall pay interest on the amount(s) due in the amount of the lesser of (i) 15% per annum or (ii) the highest rate permitted by law, which interest shall be paid for the period commencing on the date such Rent was first due and ending on the date the same is paid. Nothing herein contained shall be deemed an extension of the time period within which such payment is to be made, or to limit Landlord's remedies under this Lease or applicable law for failure to pay rent when due.

6. Utilities. Payment for Utilities (as defined herein) will be the sole responsibility of Tenant. As used herein, the term "Utilities" shall include electricity, telephone, gas, water, and wastewater service to the Leased Premises. In the event Landlord pays for any Utilities during the Term, Tenant shall promptly (and in all events within 10 days) reimburse Landlord, as additional rent, the amount of such payment.

7. Tenant's Alterations, Liens, and Signage. Tenant, at its expense, may make any alterations, changes, improvements, or additions to the Leased Premises, to prepare and make the Leased Premises suitable for Tenant's permitted use. Any alterations, changes, improvements or additions to the Leased Premises shall remain with the Leased Premises upon termination of the Lease unless the same can be removed without materially damaging the Leased Premises.

Alternatively, Landlord may require Tenant to remove all such alterations, changes, improvements and additions upon the expiration of the Term and return the Leased Premises to its condition as of the Effective Date, reasonable wear and tear excepted. All such alterations, changes, improvements and additions shall be subject to Landlord's prior written approval, not to be unreasonably withheld.

Tenant shall have the right to display such signage on the Leased Premises as Tenant desires provided that such signage shall in all respects comply with all applicable laws and restrictions and Tenant shall be solely responsible for obtaining any required permit or governmental approvals.

Tenant will keep the Leased Premises free and clear of all mechanics and materialmen's liens and other liens on account of work done for or by Tenant or persons claiming under it. Should any such lien be filed against the Leased Premises, Tenant shall, within 10 days of written notice from Landlord of the filing of the lien, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by the applicable lien law.

8. Insurance.

(a) Tenant's Insurance. During the Term of this Lease, Tenant shall procure and maintain in full force and effect (i) Tenant insurance covering Tenant's contents in the Leased Premises, (ii) with respect to the Leased Premises comprehensive general liability insurance in a minimum amount of $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate. If Tenant sells, serves or distributes alcoholic beverages in or on the Leased Premises, then such liability insurance shall include, at the same minimum limits of liability as shown above, Liquor Legal Liability coverage. All such insurance shall name Landlord and its Lender as additional insureds. Each policy obtained by Tenant shall provide that the insurer shall give to Landlord thirty (30) days written notice prior to any cancellation of the policy, and must be issued by a company authorized to do business in the State of Connecticut. Tenant shall provide evidence of such insurance in a form satisfactory to Landlord in its sole discretion, promptly upon Landlord's request, and in all events prior to the commencement date of this Lease.

(b) Notwithstanding anything in this Lease to the contrary, as long as their respective insurers so permit, Landlord and Tenant will cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, members, officers, directors, agents, advisors, shareholders, and employees, for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's property, the Leased Premises, any additions or improvements to the Leased Premises, or any contents thereof.

9. Delivery and Quiet Enjoyment. Landlord shall deliver the Leased Premises on the respective Commencement Dates free of any parties in possession, and shall provide Tenant with quiet enjoyment without interference thereafter during the Term, except as otherwise provided in this Lease.

10. Damage, Destruction, or Condemnation.

(a) If at any time during the Term, all or any portion of the Leased Premises shall be damaged or destroyed by fire or other casualty, Landlord shall repair the damage within a reasonable period of time, up to the limit of Landlord's insurance policy coverage, and the Rent hereunder shall be equitably abated during the repair period.

(b) (i) If at any time during the Term all of the Leased Premises shall be subject to a "taking" or be condemned under a power of eminent domain or by any conveyance in lieu thereof, this Agreement shall terminate and expire on the date of such taking and the Rent and other sums payable to Landlord shall be apportioned and paid by Tenant to Landlord to the date of such taking.

(ii) If, at any time during the Term, less than substantially all of the Leased Premises shall be taken in condemnation proceedings or by any right of eminent domain, or by any conveyance in lieu thereof, the Rent shall be equitably abated and Landlord shall commence and thereafter proceed with reasonable diligence to repair, alter and restore the remaining part of the Leased Premises so as to constitute completed improvements, subject to such changes or alterations as Landlord and Tenant agree to make.

(iii) Notwithstanding anything to the contrary, Tenant shall have the right to make a separate claim against the condemning authority for the reasonable value of Tenant's leasehold estate, trade fixtures, furniture, personal property, interruption and/or dislocation of business in the Leased Premises, loss of good will and for moving and remodeling expenses and the depreciated book value of any leasehold improvements made by Tenant on or to the Leased Premises. If Tenant cannot by law make a separate claim and Tenant's claim must be embodied in Landlord's claim for a condemnation award, to the extent Landlord's award includes an award for the items set forth in this **Section 10**, Landlord shall pay over such portion of the award to Tenant.

11. Landlord Right of Access. Landlord has the right with no less than 24 hours' notice to Tenant, bona fide emergencies excepted, to enter the Leased Premises periodically for inspection and other reasonable purposes.

12. Indemnification; Limitation of Liability.

(a) Indemnification, Defense and Hold Harmless Obligations. Except for the gross negligence or willful misconduct of Landlord, its employees and agents, and to the extent permitted by law, Tenant agrees to indemnify, defend and hold harmless Landlord and its officers, directors, members and employees (each, a "Landlord Party") from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in the Leased Premises or caused by Tenant's use and operation of the Leased Premises or the Property. If any action or proceeding is brought against any Landlord Party by reason of any such claim, then Tenant, upon notice from Landlord, shall defend the claim at Tenant's expense with counsel of Tenant's choice.

(b) Limitation of Landlord's Liability.

(i) Landlord shall not be liable for any damage or injury to the Leased Premises, or to any property of Tenant or any other person or corporation therein, from water, rain, snow, ice, sewage, steam, gas or electricity which may leak into or issue or flow from any part of

the Leased Premises, or from the bursting, breaking, obstruction, leaking or any defect of any of the pipes or plumbing, appliances, or from electric wiring or other fixtures in the Leased Premises or any part thereof, including the boiler and furnace, or from the street or subsurface, unless occasioned by Landlord's gross negligence or intentional misconduct.

(ii) Landlord shall be excused and shall have no liability for the period of any delay in the performance of any obligations under this Lease, when prevented from so doing by cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing, or through Acts of God.

(iii) Notwithstanding anything in this Lease to the contrary, no holder of any equity interest in Landlord, and no officers or directors of Landlord or of any holder of any equity interest in Landlord, shall be subject to personal liability with respect to any of the terms of this Lease, nor shall Landlord have any liability to Tenant for any punitive damages or consequential damages such as, but not limited to, lost profits. Tenant shall look solely to the equity of Landlord in the Property and the rents, issues and profits derived therefrom for the satisfaction of the remedies of Tenant in the event of a breach by Landlord. If Landlord shall fail to perform any term of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon the execution of such judgment and levy thereon against the right, title and interest of Landlord in the Property and out of rents or other income from the Property receivable by Landlord or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Property, and neither Landlord nor any of the members, partners, beneficiaries, officers, directors, trustees, venturers, shareholders, or affiliates of Landlord shall be personally liable for any deficiency. It is mutually agreed that this clause is and shall be considered an integral part of this Lease.

13. Default.

(a) Right to Enter. In the event of any failure of Tenant to pay any Rent due hereunder when due, or any failure to commence and diligently pursue the performance of any other of the terms, covenants or conditions of this Lease to be observed or performed by Tenant for more than 10 days after written notice of such default shall have been given to Tenant, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, or if Tenant shall abandon the Leased Premises, or suffer this Lease to be taken under any writ of execution, then Landlord, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry in accordance with the statutes relating to summary process and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

(b) Right to Relet. Should Landlord elect to re-enter as herein provided and take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may, from time to time without terminating this Lease, make such non-structural alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by Landlord from such reletting shall be applied: first, to the payment of any costs and expenses of such reletting, including brokerage fees and reasonable attorneys' fees and of costs of such non-structural alterations and repairs; and second, to the payment of Rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly, but, Landlord may, at its election, accelerate such payments. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such breach or any previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages so incurred by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorneys' fees, and including the excess, if any, of the amount of Rent and charges equivalent to rent reserved in this Lease for the remainder of the Term over any rent actually received for the Leased Premises at the time of Landlord's acceleration, all of which amounts shall be immediately due and payable from Tenant to Landlord.

(c) Landlord's Expenses. In case suit shall be brought or threatened for recovery of possession of the Leased Premises for the recovery of Rent or for any other amounts due under the provisions of this Lease or because of the breach of any other term, covenant or condition of this Lease to be observed or performed by Tenant and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor, including all reasonable attorneys' fees, whether or not suit is commenced.

(d) **Waiver of Jury Trial. The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises or any claim of injury or damage.**

(e) It is not a waiver of default if Landlord fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by law.

II. OPTION AGREEMENT:

14. Option to Purchase. In consideration of the sum of $30,000.00 (the "Deposit") paid by Tenant to Landlord, receipt of which is hereby acknowledged, Landlord hereby grants to Tenant the exclusive right and option to purchase the Leased Premises for the consideration and on the terms and conditions set forth below (the "Option"), provided Tenant is occupying the Leased Premises and is not in default under any of the terms, covenants, stipulations or provisions of this Lease on the Option Exercise Date.

(a) The Option shall expire at 5:00 p.m. on March 31, 2024 (the "Option Expiration Date").

(b) In the event that Tenant elects to exercise the Option, Tenant shall give written notice to that effect to Landlord after January 1, 2024 and at least 30 days before the Option Expiration Date and the closing will take place on April 1, 2024, provided that Tenant has then paid all Rent and other amount due under this Lease during the Term. If Tenant has not paid all Rent or such other amounts due under this Lease, Landlord may elect to proceed with the closing, but the amount due from Tenant at the closing in that event shall include all amounts due under this **Section 14**, as well as all Rent and such other amounts then due and unpaid.

(c) The purchase price for the Leased Premises shall be $200,000.00 (the "Purchase Price"). Landlord shall credit the Deposit against the Purchase Price. Provided that Tenant has exercised the Option in accordance with the terms of this **Section 14** and closed the purchase of the Leased Premises, Landlord shall credit toward the Purchase Price the amount of $170,000.00 from the Base Rent payments made by Tenant pursuant to and in accordance with the provisions of this Lease. If Tenant has not made Base Rent payments in accordance with the provisions of this Lease in the amount of $170,000.00, Tenant shall pay the difference in immediately available funds at the closing. Upon Tenant's payment of the Purchase Price, Landlord shall convey the Leased Premises in their as-is condition by the execution and delivery of a warranty deed to Tenant in the usual Connecticut form, conveying to Tenant the absolute fee title to the Premises subject only to the following exceptions: (i) real estate taxes on the last Grant List not yet due and payable, (ii) any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land, (iii) sewer and water use and/or assessment charges to the Metropolitan District Commission not yet due or payable, and (iv) any other matter on which Landlord and Tenant agree. Landlord and Tenant shall pay and/or share the costs of closing in accordance with local closing customs. Tenant shall pay the cost of title insurance.

(d) If Tenant does not exercise the Option by 5:00 p.m. on the Option Expiration Date in accordance with the requirements of this **Section 14**, the Option shall terminate and be of no further force and effect, and Landlord and Tenant shall be discharged of all liability each to the other under this **Section 14**. For the avoidance of doubt, the Deposit shall be non-refundable. In addition, the Option shall terminate upon the occurrence of any of the events specified in **Section 13**, and the continuation of such event beyond any applicable cure period.

III. MISCELLANEOUS PROVISIONS:

15. Entire Agreement. This Agreement and any addenda or exhibits thereto constitute the entire agreement between Landlord and Tenant and supersede all previous agreements between Landlord and Tenant. No prior written or prior or contemporaneous oral promises or representations shall be binding between Landlord and Tenant. Section captions herein are for convenience only and neither limit nor amplify the provisions of this Agreement. References "Parts" and "Sections" are to the parts and sections of this Agreement

16. Commissions. Each party hereto agrees to indemnify and hold harmless the other party from and against any and all liabilities, costs, damages, and expenses of any kind or character, including, without limitation, reasonable attorneys' fees, arising from any claims for brokerage or finders fees, commissions, or other similar fees in connection with the transactions covered by this Agreement insofar as such claims shall be based upon alleged arrangements or agreements made by such party or on their behalf.

17. Time. Time is of the essence with respect to the performance of all obligations provided in this Agreement and the consummation of all transactions contemplated by this Agreement.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

19. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal or unenforceable provision shall be reformed to the minimum extent necessary to make the provision valid, legal, and enforceable.

20. Construction; Advice of Counsel. The parties acknowledge that each party and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

21. Notices. Any notice which may or shall be given under the Agreement shall be in writing and shall either be delivered by hand or sent by United States mail, registered or certified or by Federal Express or a similar courier service, postage prepaid, addressed to the parties hereto at the respective addresses provided below. Such addresses may be changed from time to time by either party giving notice as provided above. Notice shall be deemed delivered when received by the addressee (if delivered by hand), when postmarked (if sent by mail), or twenty-four (24) hours after delivery to the courier service for overnight delivery.

TENANT:

J & G Satnam, LLC
23 New Britain Avenue
Hartford, CT 06106

LANDLORD:

Britain Avenue Plaza, LLC
Attn: Praveen Dhulipalla
6 Thatcher Terrace
Farmington, CT 06032

22. Amendments and Survival. This Agreement will not be amended, changed, or extended except by written instrument signed by both parties hereto. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, heirs, and assigns.

23. Subletting or Assignment. Tenant shall not assign this Lease or sublet the Leased Premises, or any part thereof without the consent of Landlord in writing, which consent Landlord may withhold in its sole discretion. Any assignment or sublease in the absence of such consent shall be void. If Tenant assigns or subleases this Lease with the consent of Landlord, Tenant shall remain liable for any and all payments due under this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease to be observed or performed by Tenant. Tenant and the assignee or sublessee shall thereafter be jointly and severally liable for the full and faithful performance of the obligations of Tenant under this Lease.

24. No Recording. Tenant shall not record this Lease or any memorandum or notice regarding this Lease without Landlord's prior written consent, which Landlord may withhold in its sole discretion. Any failure by Tenant to comply with the preceding sentence shall be deemed a breach of this Lease and notwithstanding anything in **Section 13** to the contrary, Landlord shall have the right to terminate this Lease immediately upon written notice to Tenant.

25. Attorneys' Fees. In the event of any dispute in connection with this Agreement, Landlord shall be entitled to receive its reasonable attorneys' fees and costs from Tenant. All such amounts shall be additional rent under this Lease.

26. Estoppel Certificate. Tenant shall, within 10 days of request by Landlord, execute and deliver to Landlord a statement in written form prepared by Landlord certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified and stating such modifications); that Tenant has no defenses, offsets or counter claims against its obligations to pay rent hereunder and to perform its other covenants under this Lease; and that there are no uncured defaults of Landlord or Tenant (or, if there are any defenses, offsets, counter claims or defaults, setting them forth in reasonable detail) and the dates to which rent and other charges have been paid, which statement may be relied upon by any prospective purchaser or mortgagee of the Property. If Tenant shall not execute and deliver the above described statement within such 10-day period, Tenant shall pay Landlord the sum of $250.00 for each day that elapses after the expiration of the 10-day period, until Tenant executes

and delivers the statement as herein required. Such payment, however, shall not affect Landlord's right to declare Tenant to be in default hereunder in accordance with Article 11 hereof.

27. Subordination. This Lease, the lien thereof upon the Leased Premises, and all rights of Tenant hereunder, are hereby subordinated and made subject to all liens of all bona fide mortgages to any bank, institutional lender or insurance company now existing or hereinafter placed on the Leased Premises. Tenant will, upon demand, at any time or times, execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights hereunder to the lien or liens of any such mortgage or mortgages.

28. Holding Over. If Tenant remains in possession of the Leased Premises or any part thereof after the expiration of the Term without the express written consent of Landlord, Landlord may elect to (a) deem such occupancy to be a tenancy from month to month at a rental one and one-half times the Base Rent plus any additional rent payable by Tenant hereunder and upon all terms and conditions hereof or (b) deem such occupancy to be unauthorized and immediately commence proceedings under the Connecticut summary process statute. Acceptance by Landlord of any sums from Tenant shall not be construed as its consent to Tenant's continued occupancy or as a renewal of this Lease or as an agreement to month-to-month occupancy.

29. Connecticut Law to Govern. The Lease shall be construed and enforced in accordance with the laws of the State of Connecticut.

30. Successors and Assigns. Except as otherwise provided herein, the agreements, conditions, covenants and terms herein contained shall inure to and be binding upon each of Landlord and Tenant, and their respective permitted successors and assigns.

31. No Offer. Tenant acknowledges that the tendering of this Lease by Landlord to Tenant does not constitute a lease agreement between the Parties, nor convey any rights in the Leased Premises to the Tenant, and that no such lease agreement shall exist until this Lease has been fully executed by both Tenant and Landlord. Until that time, this Lease shall remain proposed only, and Landlord reserves the right to withdraw this proposal without notice at any time and to offer proposals for the Premises to other prospective tenants.

32. **Commercial Waiver. Tenant acknowledges that this is a commercial transaction and expressly waives all rights under Section 52-278a through 52-278g of the Connecticut General Statutes of prior notice and hearing with respect to any future garnishment, attachment or replevin by Landlord against property owned or possessed by Tenant. To induce Landlord to enter into this Lease, Tenant agrees and understands that this is a commercial transaction and not a consumer transaction, and waives any right to notice and a hearing under chapter 903a of the Connecticut General statutes, as amended, or under any other federal or state statute or statutes or foreign laws affecting prejudgment remedies, and in the event that Tenant shall default in the payment of Rent or any other amounts due hereunder or default in any other material provisions of this Lease, after any and all notice or grace periods provided under this Lease have expired, Tenant hereby authorizes Landlord's attorney to issue a writ of a prejudgment remedy without a court**

order, and without any requirement that Landlord or Landlord's attorney post a bond or surety, provided the complaint shall set forth a copy of this waiver, and Tenant waives any claim in tort, contract or otherwise against Landlord and/or Landlord's attorney which may arise out of such issuance of a writ for a prejudgment remedy without court order. Tenant recognizes and understands that the exercise of Landlord's rights described above may result in the attachment of or levy against Tenant's property in addition to eviction from the Leased Premises. The intent of Tenant is to grant to Landlord, after all applicable notice and grace periods provided in this Lease have expired, the right to obtain such prejudgment remedy.

Signatures on following page.

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed this Lease Agreement with Option to Purchase as of the day and year first above written, on the dates shown below.

Signed, Sealed and Delivered
in the Presence of:

_____

TEJESWINY DHULIPALLA

_____

Autar Singh

_____

LANDLORD:
Britain Avenue Plaza, LLC

By: _____
Name: Praveen Dhulipalla
Title: Member

Dated: 04/06/2020

TENANT:
J & G Satnam LLC

By: _____
Name: Surjit Kaur
Title: Duly Authorized Member

Dated: 4/6/20

PERSONAL GUARANTEE

Whereas Britain Avenue Plaza, LLC (Landlord) and J & G Satnam LLC (tenant) have entered into a Lease Agreement With Option to Purchase (Agreement) with respect to the premises located at 33 New Britain Avenue, Hartford, CT and

Whereas tenant desires to have assurance that in the event that tenant exercises its option to purchase, that landlord will convey the property free and clear of all encumbrances

it is agreed as follows:

The undersigned personally guarantees all obligations of Landlord to Tenant with respect to the Agreement.

_____

Praveen Dhulipalla

_____

Rajendra Appalaneni

Dated this day of April, 2020

PERSONAL GUARANTEE

Whereas Britain Avenue Plaza, LLC (Landlord) and J & G Satnam LLC (tenant) have entered into a Lease Agreement With Option to Purchase (Agreement) with respect to the premises located at 33 New Britain Avenue, Hartford, CT and

Whereas tenant desires to have assurance that in the event that tenant exercises its option to purchase, that landlord will convey the property free and clear of all encumbrances

it is agreed as follows:

The undersigned personally guarantees all obligations of Landlord to Tenant with respect to the Agreement.

_____

Praveen Dhulipalla

_____

Rajendra Appalaneni

Dated this day of April, 2020

PERSONAL GUARANTEE

Whereas Britain Avenue Plaza, LLC (Landlord) and J & G Satnam LLC (tenant) have entered into a Lease Agreement With Option to Purchase (Agreement) with respect to the premises located at 33 New Britain Avenue, Hartford, CT and

Whereas tenant desires to have assurance that in the event that tenant exercises its option to purchase, that landlord will convey the property free and clear of all encumbrances

it is agreed as follows:

The undersigned personally guarantees all obligations of Landlord to Tenant with respect to the Agreement.

_____

Praveen Dhulipalla

_____

Rajendra Appalaneni

Dated this day of April, 2020

To whom it may concern:

My name is Amandeep Kaur. I am the owner of 21-23 New Britain Avenue Hartford, CT 06106. I am aware of my tenant, Surjit Kaur's zoning application. I am willing to abandon the use of liquor permit sales at this location, if Surjit Kaur is granted the variance to move her establishment to 33 New Britain Avenue. I have no objection or disagreement with her application.

Amandeep Kaur 5/26/20

Signature of Property Owner Date

Amandeep Kaur (MDK of Hartford LLC) 5/26/20

Print Name and Title Date

5/26/2020

Signature of Notary Public Date

Personally before me appeared Amandeep Kaur on 5/26/2020

Ex 2/28/2022

Attachment #2: Existing Liquor Permit at 23 New Britain Ave.

State of Connecticut

Lookup Detail View

Name and Address

Name	DBA	Address
SURJIT KAUR	BOBBY'S WINE & LIQUOR	23 NEW BRITAIN AVE HARTFORD, CT 06106-3306

Backer

Name
J & G SATNAM LLC

Credential Information

Specific

Credential	Credential Type	Effective Date	Expiration Date	Status	Supervisor Name	Supervisor Cred#
LIP.0015581	PACKAGE STORE LIQUOR	03/22/2020	03/21/2021	ACTIVE		

Generated on: 6/22/2020 11:41:30 AM

Attachment #3

City of Hartford - Property Map

Distances from 23 New Britain Ave.

500 0 250 500 Feet

The planimetric and topographic information depicted on this map was compiled by The Sanbor Map Company and is based on an aerial flight performed in April 2015. In addition, the City's GIS staff has been updating limited planimetric features on a yearly basis. The intent of this map is to depict a graphical representation of real property information relative to the planimetric features for the City of Hartford and is subject to change as a more accurate survey may disclose. The City of Hartford and the mapping company assume no legal responsibility for the information contained in this data. THIS MAP IS NOT TO BE USED FOR THE TRANSFER OF PROPERTY

City of Hartford GIS Services - HartfordGIS 33 New Britain Ave. Variances Date Printed: 6/22/2020

Attachment #4

City of Hartford - Property Map

Distances from 33 New Britain Ave.

500 0 250 500 Feet

The planimetric and topographic information depicted on this map was compiled by The Sanbor Map Company and is based on an aerial flight performed in April 2015. In addition, the City's GIS staff has been updating limited planimetric features on a yearly basis. The intent of this map is to depict a graphical representation of real property information relative to the planimetric features for the City of Hartford and is subject to change as a more accurate survey may disclose. The City of Hartford and the mapping company assume no legal responsibility for the information contained in this data. THIS MAP IS NOT TO BE USED FOR THE TRANSFER OF PROPERTY

Sanderson, Elizabeth

From: Hyacinth Yennie <hyennie3@yahoo.com>
Sent: Monday, June 29, 2020 6:56 PM
To: Sanderson, Elizabeth
Subject: Variances changes Support.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please contact the helpdesk at 860-757-9411 if you have any questions.

To whom it may concern,

On behalf of the Maple Ave. NRZ Group, after speaking to all of our Board members by phone, they were all in support of the variance changes for 33 New Britian Ave. to allow the sale of liquor, only under the circumstances that 23 New Britian Ave is no longer zoned to be a liquor Store.

Hyacinth Yennie Chair of MARG.
Sent from my iPhone

Attachment #6: Notice of Variance Recorded in the Land Records

No Fee: AC

Receipt # 150828

Instr # 2020-9127

VOL 7639 PG 278
07/27/2020 12:51:10 PM
2 Pages
NOTICE
Noel F. McGregor, Jr, Hartford (
Clerk:EL

NOTICE OF ZONING VARIANCE
ZONING BOARD OF APPEALS

DATE OF HEARING: July 7, 2020

ADDRESS: 33 New Britain Ave

OWNER OF RECORD: Praveen Dhulipalla, Britain Avenue Plaza LLC

DESCRIPTION OF PREMISES: MS-1

PARCEL ID#: 229-648-095

APPLICANT: Surjit Kaur

PERMIT DETAILS: At its regular meeting of July 7, 2020, the Zoning Board of Appeals (ZBA) met to consider the request for Request for Variances from the following sections of the Zoning Regulations related to relocating a liquor store (Beer/Wine/Liquor Sales use) from 23 New Britain Ave. to the subject property, located in the MS-1 Main Street zoning district:

- Section 3.3.4.C.(1) to allow the new liquor store to be located +/- 310 ft. and +/- 570 ft. from existing Grocery Beer permits at Victoria's Market and NBA Grocery, respectively, where a minimum of 1,500 ft. separation is required.
- Section 3.3.4.C.(2) to allow the new liquor store to be located +/- 480 ft. from the Institute of Living (hospital), where a minimum of 500 ft. separation is required.

In this regard, the ZBA approved the proposal as follows:

Whereas, The Zoning Board of Appeals (the "ZBA") has reviewed the petition of Surjit Kaur requesting variances from Zoning Regulations Sections 3.3.4.C.(1) and 3.3.4.C.(2) related to locating a new Beer/Wine/Liquor Sales use (liquor store) on property identified by the City Assessor as 33 New Britain Ave., Parcel ID 229-648-095, (the "Subject Property"), which is located in the MS-1 Zoning District; and

Whereas, Pursuant to Zoning Regulations Chapter 3, Section 3.3.4.C.(1), no beer/wine/liquor sales use shall be located within a 1,500-foot radius of any establishment where beer/wine/liquor sales are located, with certain exceptions; and

Whereas, Pursuant to Zoning Regulations Chapter 3, Section 3.3.4.C.(2), no beer/wine/liquor sales use shall be located within a 500-foot radius of an establishment used or reserved to be used for the purposes of a school, library, park, hospital, funeral home, and assembly; and

Whereas, A review of available records obtained from the State of Connecticut Liquor Control Division, which were mapped on the City GIS Map on August 9, 2019, revealed that the Subject Property is located less than 1,500 ft. from three active Grocery Beer permits, and less than 500 ft. from a hospital:

1. Victoria's Market, existing Grocery Beer Permit, 314 ft. away

No Fee: AC

2. 575 ft. from NBA Super Deli, existing Grocery Beer Permit
3. 828 ft. from Maple Mini Market, existing Grocery Beer Permit
4. 479 ft. from Institute of Living, existing hospital; and

Whereas, The Board finds that there are special circumstances or conditions peculiar to the land or building on the Subject Property which would support granting these variances; and

Whereas, The Zoning Board of Appeals finds that the strict application of Zoning Regulations Section 3.3.4.C.(1) and 3.3.4.C.(2) would deprive the property owner of reasonable use of the Property; and

Whereas, The Board finds that granting the requested variances would be in harmony with the purposes and intent of the Zoning Regulations, and would not be injurious to the neighborhood or otherwise detrimental to the public welfare; **Now Therefore Be It**

Resolved, That the City of Hartford Zoning Board of Appeals hereby approves the petition of Surjit Kaur requesting variances from Zoning Regulations Sections 3.3.4.C.(1) and 3.3.4.C(2) related to locating a new Beer/Wine/Liquor Sales use (liquor store) on the Subject Property, subject to the following conditions:

1. The Beer/Wine/Liquor Sales use at 23 New Britain Ave. shall be effectively abandoned by the property owner prior to issuance of the Special Permit for Beer/Wine/Liquor Sales use on the Subject Property.
2. Parking in the front yard (forward of the building) is prohibited.
3. Accumulated garbage and debris, and all unregistered and/or inoperable vehicles shall be removed from the property.

Resolved this 7th day of July, 2020

DATE GRANTED: July 7, 2020 EFFECTIVE DATE: Upon Filing

EXPIRATION: N/A

ATTEST: DATE:

Aimee Chambers

Digitally signed by Aimee Chambers
DN: cn=Aimee Chambers, o=City of Hartford, ou=Director of Planning, email=aimee.chambers@hartford.gov, c=US
Date: 2020.07.16 16:26:26 -04'00'

Aimee Chambers, AICP Director
City of Hartford, Department of Development Services
Planning Division

* RETURN COPY TO THE PLANNING DIVISION
* IN ACCORDANCE WITH SECTION 8-3d
* PLEASE INDEX IN THE GRANTOR'S INDEX UNDER THE NAME OF THE OWNER OF RECORD.