



DEPARTMENT OF DEVELOPMENT SERVICES – PLANNING DIVISION

REPORT: Request for Use Variance, Fogata Mexican Restaurant, 580 Farmington Ave for consideration October 6, 2020

STAFF REPORT

To: Zoning Board of Appeals (ZBA)
PREPARED BY: Kate Montgomery, Consultant
oneplan@hartford.gov

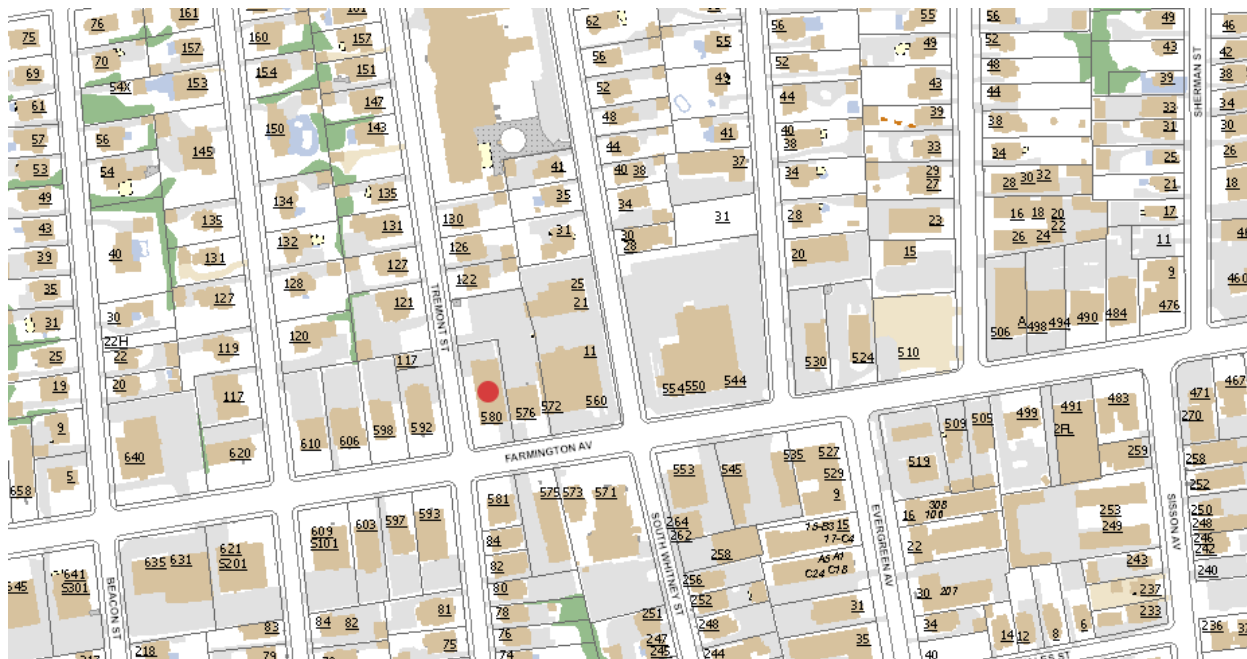
PROJECT: Fogata Mexican Restaurant
580 Farmington Ave
PARCEL ID: 134-304-055
ENERGov ID: COMM -2020-0259

ZONE: MX-1 Multi-Use Mix

TYPE: Request for Variance from Section 3.2.1 Table of Principal Uses, per Section 1.3.6 of Hartford Zoning Regulations, Last Amended June 5, 2020

APPLICANT: Ron's Properties, LLC / Marina Sasonov

OWNER: Ron's Properties, LLC / Marina Sasonov



Location Map
(Red Dot at 580 Farmington Ave)

BACKGROUND INFORMATION

The following paragraph is from the letter included with the application, dated September 14, 2020: 580 Farmington Ave is a one level (ground level) 6,000 square feet commercial property, with total of nine (9) parking spaces (collectively the "Property"). The Property currently leases to three tenants, total of about 5,000 sq. ft. area: Doctor's office (Dr. Colon), Physical Therapy office (Global Physical Therapy); and a restaurant: Fogata Mexican Restaurant (hereinafter the "Restaurant Space"). Fogata occupies about 2,000 sq. ft. area. Based on the current Zoning District MX-1 of the Property Fogata is not allowed to have Liquor Permit.

The 2,000 SF space at 580 Farmington, currently occupied by Fogata Mexican Restaurant, was previously occupied by Metro Café. Operating between 2015 and 2020, the space was vacant for 15 years, as detailed in the letter included with the application.

The applicant is requesting a variance from section 3.2.1 Table of Principal Uses, to add an accessory Drinking Places Use to the existing non-conforming Eating Places Use, both of which are not permitted in the MX-1 district.

KEY APPLICATION TIMELINES

- Application Submission Date: September 14, 2020
- Date Application Accepted as Complete: September 16, 2020
- Application Date of Receipt: October 6, 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, October 6, 2020; Open Hearing Deadline: Thursday, December 10, 2020
- Close Hearing Deadline (if opens October 6, 2020): Tuesday November 10, 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.
- On March 14, 2020, Governor Lamont issued Executive Order No. 7B, which contains relief and directives for conducting public meetings to protect public health and safety during the state of emergency, effective immediately and to remain in effect for the duration of the state of emergency, unless earlier modified or terminated.
- On March 21, 2020, Governor Lamont issued Executive Order No. 7I, which contains directives related to public noticing requirements and extensions of time limits during the state of emergency, effective immediately and to remain in effect for the duration of the state of emergency, unless earlier modified or terminated.
- Notice of Hearing requirements of Zoning Regulations Sections 1.3.1.D and 1.3.6.C are suspended and modified as follows during the state of emergency:
 - In lieu of published notice in a newspaper, a municipality single notice published electronically on a municipality's website at least 10 days in advance of the scheduled public hearing (Executive Order No. 7I, Section 19, Subpart (c)).
 - In lieu of mailed notice to nearby property owners, either:
 - 1) Electronic mail notification, if electronic mailing addresses are known; or

- 2) Post a physical, weatherproof sign of at least two feet by three feet in area, in a prominent location on the subject property (containing necessary information); or
- 3) Mail letters via regular U.S. mail to addresses provided by the municipality or agency.

*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 ZBA shall have the power under Chapter 124 of the Connecticut General Statutes to vary the application of the zoning laws, ordinances, or regulations when the conditions affecting a particular parcel but not the general district cause exceptional difficulty or unusual hardship to that substantial justice will be done and the public safety and welfare secured, provided that the zoning regulations may specify the extent to which uses shall not be permitted by variance in districts in which such uses are not otherwise allowed. The board must take into consideration conserving the public health, safety, convenience, welfare, and property value solely with respect to the affected parcel. (City of Hartford Zoning Board of Appeals Bylaws, Article II, Sec. 3)

STANDARD SPECIFIC TO THE USE

Zoning Regulations, 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.

Zoning Regulations, Section 1.5.3 Nonconforming Uses: The eating place use is an existing nonconforming use on the parcel.

B. Accessory Uses. “A nonconforming principle use does not allow the right to establish a new accessory use where the proposed accessory use either would constitute the expansion of the nonconforming use or would establish a new nonconforming use.”

Zoning Regulations, Figure 2.2-A Table of Districts:

MX-1 Multi-Use District: “...is a lower intensity district intended to be compatible with adjacent historic neighborhoods. This district includes office, institutional, and/or residential uses in a mix of lower scaled General, Apartment, Row, House A, and House B Building Types.”

MS-1 Main Street District: To the east of the parcel in question, this district “is along historic main streets and at neighborhood nodes, the MS-1 district is characterized by low scale storefront buildings and houses converted to commercial uses, all fronting pedestrian friendly sidewalks. Ground floor storefronts contain a mix of retail and service uses [including eating and drinking places], while upper stories may include office and residential uses.”

Zoning Regulations, Section 3.2.1 Table of Principal Uses: Drinking Places is not a permitted use in the MX-1 District. The use is permitted in the adjacent MS-1 district but requires a special permit.

Zoning Regulations, Section 3.1.1 General Provisions:

B. “Each of the principle uses may function as either a principle use or accessory use on a lot, unless otherwise specified.” The Drinking Places Use is an accessory use for purpose of this variance request.

Zoning Regulations, Section 3.3.5.I Drinking Places.

(4) Approval of Drinking Places with Eating Places: The parcel meets all conditions listed in this section which allows for “administrative approval of an application by an eating place for the sale of alcoholic beverages subject to all of the following conditions: (a) The sale of alcoholic beverages shall be subordinate and incidental to the use of the premises as an eating place...”

APPLICANT’S STATEMENT OF HARDSHIP

The following statements are from the letter included with the application.

For about fifteen (15) years, up until January 2015, the Restaurant Space was vacant due to the Property owners’ **inability to lease out the space due to lack of sufficient parking space at the Property**. In 2015, to mitigate damages, the Property owners opened a restaurant (Metro Cafe, LLC), however after about five years Metro Cafe dissolved amid the Covid-19 pandemic. In July 2020, Fogata rented the Restaurant Space for a trial period of six (6) months (see attached Lease Agreement) with the plan to obtain Liquor Permit. Mrs. Angelica Garcia*, the owner of Fogata indicated that not having the Liquor Permit effects significantly the bottom-line of Fogata and hence she is planning to close the place if a Liquor Permit is not obtained. Closing Fogata will necessarily result again in a long-lasting vacancy of the Restaurant Space, which will directly impose exceptional difficulty and unusual hardship on Ron’s Properties, LLC’s ability to pay property taxes for the said Property.

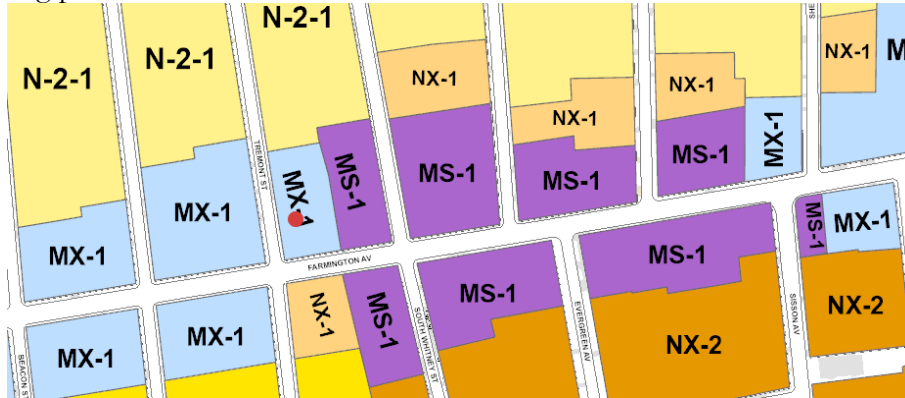
*Mrs. Garcia is also the owner of El Nuevo Sarape Restaurant (931 Broad Street, Hartford) where liquor is served, and which is crucial for the survival of the restaurant business.

SUMMARY

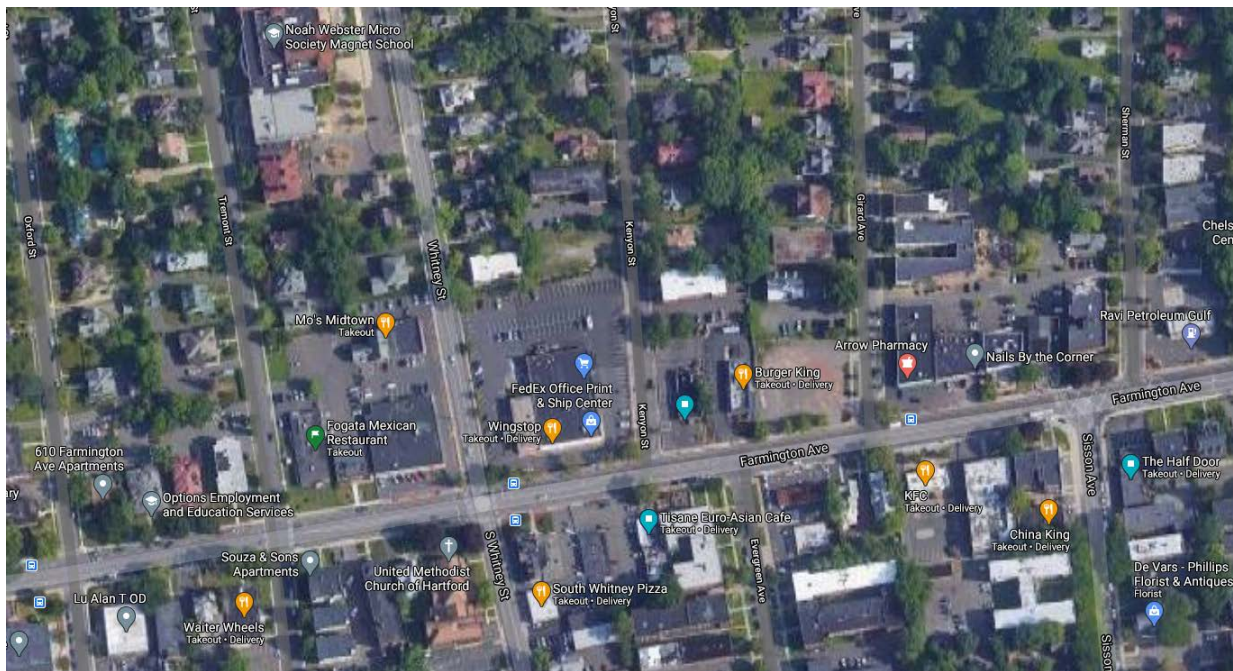
The unique nature of the 580 Farmington Ave property, due to the insufficient parking space imposes unparalleled hardship on Ron’s Properties, LLC to lease out the space to tenants. The insufficient parking space at the said Property greatly decreases and completely deprives the Property of its value. If the City of Hartford does not allow Use Variance to obtain Liquor Permit for the Restaurant Space at 580 Farmington Ave, the City of Hartford necessarily renders the said Restaurant Space practically worthless. Currently there is about 1,000 sq. ft. of dead/non-leasable space in the said Property, if Fogata terminates the Lease due to inability to obtain the Liquor Permit, there would be total of about 3,000 sq. ft. of dead/non-leasable space. Further, authorizing the requested variance will enhance the restaurant experience for the community, and it would not impose any foreseeable health and/or safety issues.

FINDING OF FACTS

- The subject property is located in MX-1 Multi-Use Mix District and to the west of the MS-1 Main Street District which is the West End Neighborhood's small commercial district including neighborhood retail, neighborhood service, residential, office, and at least three eating places with drinking places.



Zoning Map, 580 Farmington shown at the red dot, is located in the MX-1 District, the MS-1 Main Street District to the east is a commercial center of the West End Neighborhood.



Aerial Map of Farmington Ave/West End Main Street District, orange icons are eating places, turquoise are known eating places with drinking place use (3), Google Imagery 2020.

- The parcel holds a one-story, 6,000 SF building constructed around 1950 which is predominately used as medical office space but also holds a 2,000 SF space fitted for restaurant use.
- The parcel is 14,800 SF and the site includes a 9 parking spaces, accessible ramps, patio, lawn space, and planting beds.
- The Zoning Regulations have no minimum parking requirements.

- The parcel is located within the Sisson – South Whitney National Historic District and is surrounded by residential historic districts to the north and south.
- The current lease agreement for the restaurant space occupied by Fogata Mexican Restaurant, LLC is July 15, 2020 through January 14, 2021. The tenant is not expected to renew the lease without approval of the requested variance and liquor permit. See attachment for full lease agreement.
- The tenant and owner of Fogata Mexican Restaurant, LLC has a restaurant at 931 Broad St, Hartford called El Nuevo Sarape Restaurant, which has both eating and drinking place uses. The owner attributes the continued success of that restaurant to the sale of liquor supplementing the sale of food.
- The main entrance for the space occupied by Fogata Mexican Restaurant is on the corner side of the parcel on Tremont Street with a small sign on the building facing Farmington Ave.



Looking north up Tremont Street at corner side of the parcel and restaurant space entrance and outdoor cafe, staff image September 2020.



Looking east on Tremont at the restaurant entrance and outdoor cafe, staff image September 2020.



Looking north from the corner of Prospect Ave and Tremont Street, limited view of restaurant, building next door is also a medical office, Google Street View, June 2019.



Parking in rear in rear yard viewed from Tremont Street, 7pm Tuesday, September 22, 2020.



Looking south on Tremont at corner side of parcel, location of restaurant entrance and outdoor cafe, staff image September 2020.

COMMENTS RECEIVED (DEPARTMENTS, AGENCIES, NRZs, PUBLIC)

No comments were received from the West End Civic Association NRZ as of September 29, 2020.

ANALYSIS

The opening of Metro Café in 2015, prior to the rezoning of Hartford in 2016, establishes the Eating Places Use as an existing non-conforming use on the parcel.

The applicant is requesting a variance from section 3.2.1 Table of Principal Uses, to allow for an accessory Drinking Places Use in addition to the existing non-conforming Eating Places Use. The drinking place use is not permitted in the MX-1 District per Section 3.2.1. The addition of the accessory use will constitute an expansion of a nonconforming use.

The applicant states that the limited onsite parking, nine spaces shared by the restaurant space and offices, make the space unattractive to prospective tenants. Site conditions limit the availability of on-site parking, however there are no minimum parking requirements established by the Zoning Regulations.

According to the applicant, the parcel has a history of challenges with the rental of the Restaurant Space, including:

- The space in question was vacant for 15 years prior to the opening of the Metro Cafe in 2015.
- Metro Cafe survived for five years but closed permanently in 2020 due to the conditions created by COVID-19.
- The owner of Fogata Mexican Restaurant, and current lessee of the Restaurant Space, is not expected to renew their lease without the option of a liquor permit to supplement restaurant costs and will leave the space vacant, but not necessarily “non-rentable.”
- Significant renovation and investment is required to alter the space to support a use other than eating place.

These circumstances are financial in nature and affected by conditions other than the strict application of the Zoning Regulations.

The Restaurant Space also faces the challenge of low visibility due to its entrance location on the corner side of the building rather than on Farmington Ave. The challenge of having an entrance on a residential street may be a factor that warrants substantial hardship for additional signage, but not for the requested variance. Any future occupant of the space would face these same challenges of limited parking and low visibility from the primary street that have plagued the current tenant and parcel owner. These conditions supports the zoning of the parcel as a lower intensity Multi-Use District rather than as a need to add an additional accessory use.

The absence of an accessory Drinking Place Use does not deprive the applicant of reasonable use of the land or buildings. The Eating Place Use, with proposed accessory Drinking Places Use, is not in harmony with the purpose and intent of the MX-1 Multi-Use District, which is defined as including “office, institutional, and/or residential uses in a mix of lower scaled General, Apartment, Row, House A, and House B Building Types.” Therefore, it is not permitted in the MX-1 district per Section 3.2.1 Table of Principal Uses as a primary or accessory use in this District.

STAFF RECOMMENDATION

Staff does not recommend approval of this application. Due to the absence of a hardship that meets all of the finding facts of 1.3.6.F.

A draft resolution follows.

ATTACHMENTS

1. Application
2. Letter of Request for Use Variance
3. Lease Agreement
4. Metro Café Floor Plans dated 3-30-2015, from Hartford's scanned document viewer

REVIEWED AND EDITED BY,

Aimee Chambers, Director



**CITY OF HARTFORD
ZONING BOARD OF APPEALS
DRAFT VARIANCE APPROVAL RESOLUTION
580 FARMINGTON AVE**

- Whereas,** The City of Hartford Zoning Board of Appeals (the “ZBA”) has reviewed the request for Variance from the Zoning Regulations Section 3.2.1 Table of Principal Uses, per Section 1.3.6 of Hartford Zoning Regulations, Last Amended June 5, 2020.
- Whereas,** The subject property is located at 580 Farmington Ave and holds a one-story, 6,000 SF building constructed around 1950 which is predominately used as medical office space but also holds a 2,000 SF space outfitted for restaurant use (hereinafter the “Restaurant Space”); and
- Whereas,** The Restaurant Space was vacant for fifteen (15) years prior to 2015 when the property owner opened Metro Café, which falls within the definition of Eating Place Use, to mitigate the financial loss of the vacant space; and
- Whereas,** The subject parcel is located in the MX-1 Multi-Use Mix District in the West End Neighborhood; and
- Whereas,** The Restaurant Space is occupied by Fogata Mexican Restaurant, LLC opened in 2020 by Angelica Garcia following the closing of Metro Café; and
- Whereas,** The current tenant proposes to continue the Eating Place Use as Fogata Mexican Restaurant and apply for a Liquor Permit to add Drinking Place Use to the restaurant; and
- Whereas,** The MX-1 Multi-Use Mix District does not permit Eating Place or Drinking Place uses per Section 3.2.1 of the Zoning Regulations; and
- Whereas,** The Eating Place Use is an existing non-conforming use permitted to continue per section 1.5.3 of the Zoning Regulations; and
- Whereas,** The Eating Place Use with proposed accessory Drinking Place Use is not in harmony with the purpose and intent of the MX-1 District; and
- Whereas,** The current lease agreement for the restaurant space occupied by Fogata Mexican Restaurant, LLC began in July 15, 2020 and is set to expire January 14, 2021; and

Whereas, The tenant is not expected to renew the lease without approval of the requested variance and liquor permit due to the financial challenges of running the restaurant without liquor sales to supplement the sale of food; and

Whereas, The parcel is 14,800 SF and the site includes nine (9) parking spaces in the rear yard; shared between all three building tenants; and

Whereas, The Zoning Regulations due not state any minimum parking requirements; and

Whereas, The floor plan of the Restaurant Space, requires significant renovation to support a use other than eating places, which have not been financially feasible in this space; and

Whereas, The parcels to the east of the subject parcel are in the MS-1 Main Street District and create the West End Neighborhood's small commercial district, including neighborhood retail, neighborhood service, residential, office, and at least three eating places with drinking place uses; and

Whereas, The Zoning Board of Appeals does not find the proposed request for Variance to warrant relief from strict compliance with the provisions of the Zoning Regulations; and

Now Therefore Be It

Resolved, The City of Hartford Zoning Board of Appeals hereby denies the requested variance from Zoning Regulations Section 3.2.1, to allow for an Eating Place with accessory Drinking Place Use at 580 Farmington Ave.

Be It Further,

Resolved, This 6th day of October 2020.

DDS- Planning & Zoning: Plan Review Application

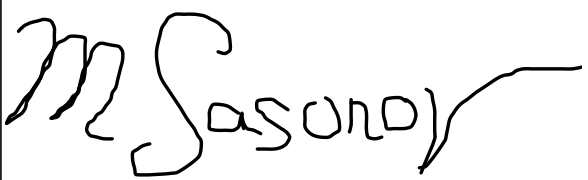



Submission date: 14 September 2020, 7:37PM

Receipt number: 33

Question	Response
Application Type	
Check all that apply:	Variance
Property Information	
Property Address:	580 Farmington Ave, Hartford, CT 06105, USA Map (41.7664771, -72.7120714)
Zoning District:	MX-1
Parcel ID:	134-304-055
Property Owner:	Ron's Properties, LLC
Address of Property Owner:	1 PEASLEE HILL, WEST HARTFORD, CT, 06117
Email:	msasonov@hotmail.com
Applicant	
	Please check if "Applicant is the same as "Property Owner"
Name of Applicant:	Ron's Properties, LLC
File Date:	09/14/2020
Address:	1 Peaslee Hill, West Hartford, CT 06117 Map (41.7729299, -72.77884159999999)
Phone:	860-977-4545
Email:	msasonov@hotmail.com
Primary Point of Contact	
Name:	Marina Sasonov
Phone:	860-977-4545
Email:	msasonov@hotmail.com
Project Narrative	
Please describe your application action(s) and provide as much detail as possible. Attach additional pages if necessary:	Please see attached letter dated 09/14/2020- REQUEST FOR USE VARIANCE - 580 FARMINGTON AVENUE
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 particular hardship* or unnecessary difficulty that prompts this application and the site the section of the zoning regulations that you are seeking relief from:	Please see attached letter dated 09/14/2020
Subdivision Application	
Number of lots to be created:	
Area of each lot in square feet:	
Street frontage of each of the new lots in feet:	
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 extension 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.	Letter_Zoning Board of Appeals 09-14-20.pdf Lease_Signed_Fogata Mexican Restaurant_07-14-20.pdf

Signatures	
Signature of Applicant	 Link to signature
Printed Name of Applicant:	MARINA SASONOV, MEMBER OF RON'S PROPERTIES, LLC
Date:	09/14/2020
Signature of Property Owner:	 Link to signature
Printed Name of Property Owner:	MARINA SASONOV, MEMBER OF RON'S PROPERTIES, LLC
Date:	09/14/2020

RON'S PROPERTIES, LLC
580 Farmington Avenue, Hartford CT 06105
Tel: 860-977-4403, Fax: 860-570-0666

URGENT

September 14, 2020
Zoning Boards of Appeals
Department of Development Services
Planning & Zoning Division
City of Hartford
260 Constitution Plaza, Hartford, CT 06103
Attn: Paige Berschet

RE: REQUEST FOR USE VARIANCE - 580 FARMINGTON AVENUE
(Parcel ID:134-304-055)

Dear Ms. Berschet,

This letter will serve as our official request for Use Variance to obtain a Liquor Permit for Fogata Mexican Restaurant, LLC ("Fogata") located at 580 Farmington Ave, Hartford, CT (Zoning District MX-1).

PROPERTY DESCRIPTION

580 Farmington Ave is a one level (ground level) 6,000 square feet commercial property, with total of nine (9) parking spaces (collectively the "Property"). The Property currently leases to three tenants, total of about 5,000 sq. ft. area: Doctor's office (Dr. Colon), Physical Therapy office (Global Physical Therapy); and a restaurant: Fogata Mexican Restaurant (hereinafter the "Restaurant Space"). Fogata occupies about 2,000 sq. ft. area. Based on the current Zoning District MX-1 of the Property Fogata is not allowed to have Liquor Permit.

PREAMBLE

For about fifteen (15) years, up until January 2015, the Restaurant Space was vacant due to the Property owners' **inability to lease out the space due to lack of sufficient parking space at the Property**. In 2015, to mitigate damages, the Property owners opened a restaurant (Metro Cafe, LLC), however after about five years Metro Cafe dissolved amid the Covid-19 pandemic. In July 2020, Fogata rented the Restaurant Space for a trial period of six (6) months (see attached Lease Agreement) with the plan to obtain Liquor Permit. Mrs. Angelica Garcia*, the owner of Fogata indicated that not having the Liquor Permit effects significantly the bottom-line of Fogata and hence she is planning to close the place if a Liquor Permit is not obtained. Closing Fogata will necessarily result again in a long-lasting vacancy of the Restaurant Space, which will directly impose exceptional difficulty and unusual hardship on Ron's Properties, LLC's ability to pay property taxes for the said Property.

*Mrs. Garcia is also the owner of El Nuevo Sarape Restaurant (931 Broad Street, Hartford) where liquor is served, and which is crucial for the survival of the restaurant business.

RON'S PROPERTIES, LLC
580 Farmington Avenue, Hartford CT 06105
Tel: 860-977-4403, Fax: 860-570-0666

LEGAL GROUNDS FOR GRANTING VARIANCE

CGS § 8-6 allows zoning boards of appeals (ZBAs) to grant variances from zoning bylaws, ordinances, or regulations with respect to a parcel of land when "owing to conditions especially affecting such parcel but not affecting generally the [zoning] district in which it is situated, a literal enforcement of such bylaws, ordinances or regulations would result in exceptional difficulty or unusual hardship..." In making its decision, the ZBA must consider public health, safety, convenience, welfare, and property values.

In *Dupont v. Zoning Board of Appeals of Town of Manchester*, 80 Conn. App. 327 (2003) and several earlier cases, the courts held that a hardship must be different in kind from that affecting properties in the same zoning district in order for the ZBA to grant a variance.

In addition, the hardship must be imposed by conditions outside the property owner's control. *Hoffer v. Zoning Bd. of Appeals of Town of Oxford*, 64 Conn. App. 39 (2001).

Financial considerations, unless they greatly decrease or destroy the property's value, do not constitute a legal hardship that would warrant a variance. *Horace v. Zoning Board of Appeals*, 85 Conn. App. 162 (2004). To establish a hardship sufficient to support a variance, the applicant must show not only that he cannot use the property the way he desires, but that he is being completely or almost completely deprived of the land's value. *Jaser v. Zoning Bd. of Appeals of City of Milford* 42 Conn. App. 545 (1996).

When application of a zoning ordinance renders a property practically worthless, its confiscatory impact warrants a grant of a variance. *Norwood v. Zoning Board of Appeals of the Town of Branford*, 62 Conn. App. 528 (2001). A hardship may arise from, among other things, the shape, size, or topography of a lot that makes it difficult to use for the use permitted in the zone. *Fiorilla v. Zoning Bd. of Appeals of City of Norwalk*, 144 Conn. 275 (1957).

SUMMARY

The unique nature of the 580 Farmington Ave property, due to the insufficient parking space imposes unparallel hardship on Ron's Properties, LLC to lease out the space to tenants. The insufficient parking space at the said Property greatly decreases and completely deprives the Property of its value. If the City of Hartford does not allow Use Variance to obtain Liquor Permit for the Restaurant Space at 580 Farmington Ave, the City of Hartford necessarily renders the said Restaurant Space practically worthless. Currently there is about 1,000 sq. ft. of dead/non-leasable space in the said Property, if Fogata terminates the Lease due to inability to obtain the Liquor Permit, there would be total of about 3,000 sq. ft. of dead/non-leasable space. Further, authorizing the requested variance will enhance the restaurant experience for the community, and it would not impose any foreseeable health and/or safety issues.

CALL FOR ACTION

PLEASE approve Use Variance to allow Fogata Mexican Restaurant obtain the Liquor Permit so Fogata can continue its operation out of the 580 Farmington Ave location and to eliminate the unnecessary and unjust hardship on the Property owner, Ron's Properties, LLC.

Thank you for your kind consideration.

Respectfully,

Ron's Properties, LLC

Marina & Leon Sasonov, Members

LEASE

THIS LEASE, made this 14th day of July 2020, between Ron's Properties, LLC a Connecticut limited liability Company with office located at 580 Farmington Avenue, Hartford, CT 06105, hereinafter called the LESSOR and between "Fogata Mexican Restaurant, LLC" of Hartford, CT, hereinafter referred to as the "LESSEE", and Angelica Garcia-Perez of 27 James Street, Hartford, CT 06106 and "Angelica Garcia Perez DBA El Nuevo Sarape" of 931 Broad Street, Hartford, CT 06106, individually, personally, and collectively, as guarantors of this LEASE, hereinafter collectively called the "Guarantors", is as follows:

WITNESSETH:

The LESSOR, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the LESSEE to be paid and performed, hereby demises and lets to the LESSEE approximately 2,000 (two thousand) square feet of indoor real-estate space and the adjacent outdoor-patio, at the entrance to the said space (the PATIO) (hereinafter collectively called the "PREMISES") in the building known as 580 Farmington Avenue, Suite #500, Hartford, Connecticut, to be used by the LESSEE as a "Mexican Food Restaurant". The PREMISES constitute of (1). Dining Area; and (2). Rear Lounge Area (next to bathroom); and (3). Bathroom; and (4). Front Service Area (cash register and coffee machine area); and (5). Kitchen; and (6). Utility Room; and (7). Small Office; and (8) Patio. Further, the LESSOR, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the LESSEE to be paid and performed, hereby allows the LESSEE the use of LESSOR'S Restaurant Equipment and Furniture; LESSOR'S said

Fogata Mexican Restaurant, LLC: Angelica
Angelica Garcia-Perez, Member

Date: 07/14/2020

Ron's Properties, LLC: Leon
Leon Sasonov, Member

Date: 07/14/2020

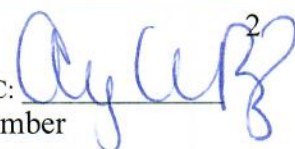
Restaurant Equipment and Furniture is outlined and attached hereto as "Schedule A",
(hereinafter collectively referred to as the "LEASED RESTAURANT EQUIPMENT").

TO HAVE AND TO HOLD the said PREMISES and the said LEASED RESTAURANT
EQUIPMENT with the appurtenances thereto unto the LESSEE for and during the full term
of six (6) months commencing July 15, 2020 and ending January 14, 2021.


During the period July 15, 2020 through January 14, 2021 the monthly rent will be
\$4,000.00 (FOUR THOUSAND DOLLARS AND 00/100) payable in six (6) equal monthly
installments, total of \$24,000.00 (TWENTY-FOUR THOUSAND DOLLARS AND 00/100).

The rent is due and payable on the 15th day of each and every month or LESSEE will
incur a 10% late fee in addition to the rent. Any rent check received in our office after the 24th
day of the month will be considered late.

PROVIDED, NEVERTHELESS, that (a) if the rent above reserved or any part thereof or any
sum of money due or payable as rent under the provisions of this LEASE, shall not be paid on
any day whereon such payment is due and such default shall continue for a period of fifteen
(15) days thereafter; or (b) if the LESSEE shall at any time during the demised term fail in the
performance of, or permit the violation of, any of the covenants, conditions, terms, or
provisions in this LEASE to be performed by the LESSEE, and when such default shall not
be made good within fifteen (15) days after notice and demand; or (c) if during the demised
term the LESSEE shall be adjudicated bankrupt or make a general assignment for the benefit

Fogata Mexican Restaurant, LLC: 
Angelica Garcia-Perez, Member

Date: 07/14/2020

Ron's Properties, LLC: 
Leon Sasonov, Member

Date: 07-14-2020

of creditors, in any of the events enumerated above the LESSOR may, at his option, on ten (10) days notice in writing, terminate this LEASE, and this LEASE and the term hereof shall automatically cease and terminate at the expiration of said ten (10) day period and it shall be lawful for the LESSOR at his option to enter the demised PREMISES or any part thereof, and have hold and repossess said PREMISES and the said LEASED RESTAURANT EQUIPMENT, and LESSOR shall have the right to recover said PREMISES said LEASED RESTAURANT EQUIPMENT, and have the right to remove all persons therefrom by summary proceedings or by other action or proceedings, or by force or otherwise, any notice required by the laws of the state of Connecticut being hereby waived, and LESSEE shall continue to be liable to LESSOR for the balance of the rent. LESSEE shall assume full responsibility to compensate LESSOR for all legal fees and expenses to enforce this Lease in the case of LESSEE'S default on any terms and/or provisions of this Lease.

IT IS MUTUALLY AGREED AS FOLLOWS:

FIRST: The LESSOR shall provide all normal and adequate water, heat, electricity and air conditioning for the demised premises, including maintenance of the parking lot.

SECOND: Any blinds or other window coverings used by the LESSEE should be subject to the written approval of the LESSOR.

THIRD: The LESSEE, from and after the date of commencement of the term of this LEASE, shall hold the LESSOR harmless against any and all claims, suits, damages or causes

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Angelica Garcia-Perez, Member

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of action for damages and against any orders or decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person and/or property or loss of life sustained in and about the demised premises resulting from the LESSEE'S negligence or that of his agents, servants and business invitees; and to that end, the LESSEE shall, during the demised term, at all times subsequent to the commencement date of this Lease Agreement and during its full term, the LESSEE shall keep the Leased PREMISES and LEASED RESTAURANT EQUIPMENT insured at its sole cost and expense against claims for personal injury or property damage under a policy of general public liability insurance. LESSEE shall maintain general liability policies insuring the LESSEE. Such policies shall be issued by insurance companies authorized and licensed to issue such policies in the State of Connecticut and shall provide for notice to the LESSOR no less than ten (10) days prior to cancellation or the expiration of any such insurance policy. Such liability policy or policies shall afford protection to the limit of \$1,000,000.00 (ONE MILLION DOLLARS AND 00/100) per occurrence in the event of injury, accident or death to a single person; and to the limit of \$2,000,000.00 (TWO MILLION DOLLARS AND 00/100) aggregated as to any one accident; and to the limit of \$800,000.00 (EIGHT HUNDRED THOUSAND DOLLARS AND 00/100) as to property damage; and Marina Sasonov, Leon Sasonov and Ron's Properties, LLC shall be listed as additional insured under such general liability policies of the LESSEE. Such policy or policies shall be taken out in the name of the LESSEE and shall provide a Certificate of Insurance to the LESSOR at or prior to the date of commencement of this LEASE. The LESSEE acknowledges and agrees that

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LESSEE shall not enter and/or occupy the PREMISES unless LESSEE provided a Certificate of Insurance to the LESSOR at or prior to the date of commencement of this LEASE.

The LESSEE understands that any fire and extended coverage insurance maintained by the LESSOR on the Leased Premises is not maintained for the benefit of the LESSEE. LESSEE shall also provide evidence of fire and extended coverage insurance to cover all LEASED RESTAURANT EQUIPMENT (including but not limited to the LEASED RESTAURANT EQUIPMENT listed on "Schedule A", see attached hereto), and to cover all LESSEE'S personal property and leasehold improvements situated on the Leased Premises; and Marina Sasonov, Leon Sasonov and Ron's Properties, LLC shall be listed as additional insured under such fire and extended coverage policies of the LESSEE. Such policy or policies shall be taken out in the name of the LESSEE and shall provide a Certificate of Insurance to the LESSOR at or prior to the date of commencement of this LEASE. LESSEE acknowledges and agrees to purchase said insurance policies at its own cost and expense.

FOURTH: The LESSOR, shall, at all times, have the right to enter the demised premises at reasonable business hours for the purpose of inspecting them or for the purpose of showing them to prospective purchasers or lessees or mortgagees.

In connection with showing the PREMISES to prospective lessees: LESSEE acknowledges herein that LESSOR shall have the undisputed right to show the PREMISES to potential lessees starting at sixty (60) days prior to the termination of this Lease (starting on or about November 14, 2020), unless LESSEE informed the LESSOR in writing, on or before

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November 14, 2020 that LESSEE would like to negotiate a new, long-term lease (hereinafter the "New Long-Term Lease"), for the said PREMISES. The parties further agree that the New Long-Term Lease must be finalized and signed between the parties no later than thirty (30) days prior to the expiration of this Lease (no later than December 14, 2020).

LESSEE acknowledges that if the parties failed to finalize and sign the New Long-Term Lease on or before December 14, 2020, then LESSOR shall have unrestricted right to show the PREMISES to potential lessees, from December 14, 2020 and on; and the LESSOR shall have an unrestricted right to lease the PREMISES to a different tenant at the expiration and/or the termination of this Lease, at LESSOR'S sole discretion, and the LESSEE shall not have any right to dispute it.

FIFTH: The LESSEE shall not have the power to do any act or make any contract which may create or be the foundation for any lien upon the PREMISES of the LESSOR, and/or upon the LEASED RESTAURANT EQUIPMENT of the LESSOR, without written consent of the LESSOR.

SIXTH: The LESSEE will commit no waste, nor suffer the same to be committed in the demised premises, nor injure or misuse the same; and will deliver the demised premises at the expiration or sooner termination of this Lease, in as good condition as they are in at the commencement of this Lease, or shall be put in by the LESSOR during the term hereof.

SEVENTH: The LESSEE covenants not to use the demised premises for any illegal or unlawful purpose, and further covenants not to permit the premises to be used by any

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subtenant or occupant for illegal or unlawful purposes, and the LESSEE covenants that it will immediately, upon the discovery of any such illegal or unlawful use, take all necessary steps to compel the discontinuance of such use and to oust the subtenants or occupants guilty of illegal or unlawful use.


EIGHTH: LESSEE understands and acknowledges that the PREMISES is a non-smoking facility. LESSEE further understands and acknowledges that smoking as well as any other activities involving handling of hazardous materials is strictly prohibited on PREMISES.

NINTH: The LESSOR covenants with the LESSEE, that LESSEE, upon payment of the rent above reserved, and upon the due performance of the covenants and agreements herein contained, shall and may at all times, peaceably and quietly have, hold and enjoy the demised PREMISES and the LEASED RESTAURANT EQUIPMENT for the term of this Lease. LESSEE acknowledges that LESSOR shall not be held liable for any unforeseen claim or interference by others.

TENTH: If the building in which the demised premises located shall be condemned for public use, this Lease is to be thereupon terminated and the LESSEE shall remain liable for rent up to the last day of occupancy following the final order of condemnation, and if such time falls within a rent period, the rent for that period shall be apportioned. The LESSEE shall not be entitled to any part of the award as damages or otherwise for such condemnation and the LESSOR is to receive the full amount of such award, the LESSEE hereby expressly waiving any right or claim to any part thereof. LESSEE acknowledges herein that LESSEE

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shall obtain general liability insurance policy to cover all LESSEE'S expenses in the event the demised premises shall be condemned for public use, including but not limited to cover moving expenses, any damages to personal and/or business property, and business interruption. LESSEE'S general liability insurance shall cover all LESSEE'S losses in such case.

ELEVENTH: The LESSEE agrees that this Lease is and shall be subordinate to any bonafide mortgages now on or that may be placed hereafter on the demised premises, and LESSEE agrees to execute, upon demand, a suitable waiver of priority to affect such purpose.

TWELFTH: The LESSEE shall have the right to affix its nameplate sign at the location designated by the LESSOR and must be approved by LESSOR.

THIRTEENTH: Deleted.

FOURTEENTH: Deleted.

FIFTEENTH: All the covenants, agreements, terms, conditions, provisions and undertakings in this Lease contained, shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

SIXTEENTH: The LESSOR shall not be responsible for any personal injury or damage to the leased premises or to the goods, wares, merchandise and property of the LESSEE or any other person contained therein arising from or caused by the electrical wiring, plumbing, water, gas, steam, sewer or other pipes or any machinery or apparatus, or by leakage running or overflow of water or sewer, vandalism or public disorder, in any part of said premises, or by any defects in, or leakage in, or breaking of the same, or for any injury or

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damage by or arising from fire, lightning, wind, water, snow, or ice beating upon or coming through the skylights, trapdoors, windows or otherwise, or from any other action of the elements, or any injury or damage caused by or arising from the acts or neglects of any other occupants of the building of which the demised premises form a part, except by reason of the negligence of the LESSOR or its agents.


The LESSOR reserves the right to stop the service of heating, plumbing and electric system when necessary, by reason of accident, or of repairs, alterations or improvements, in the judgment of the LESSOR desirable or necessary to be made, until such repairs, alterations, or improvements shall have been completed, and shall further have no responsibility or liability for failure to supply heat, plumbing and electric service, when prevented from doing so by strikes, accidents or by any cause beyond the LESSOR'S reasonable control, or by others or regulations of any Federal, State or municipal authority or failure of oil or other suitable fuel supply, or inability by the exercise of reasonable diligence to obtain oil or other suitable fuel.

SEVENTEENTH: The said LESSOR covenants with the said LESSEE that it has good right to lease said PREMISES and said LEASED RESTAURANT EQUIPMENT in manner aforesaid and that it will suffer and permit said LESSEE (its keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy said PREMISES and said LEASED RESTAURANT EQUIPMENT during the term aforesaid, without hindrance or molestation from them or any person claiming by, from or under them.

EIGHTEENTH: It is further agreed that the LESSEE shall be liable to the LESSOR, in addition to damages suffered on account of default or breach of any of the terms and

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conditions of this Lease, or any extension or extensions hereof, for all losses and damages sustained by the LESSOR on account of the Leased PREMISES remaining unleased or being let for the remainder of the term for a less rent than herein reserved, and the LESSEE shall be liable for such losses and damages to the LESSOR whether this Lease, or any extension or extensions hereof, shall be determined by default by the LESSEE, voluntary or involuntary surrender of the leased PREMISES by the LESSEE, entry by the LESSOR or termination of this Lease, or any extensions hereof, by Summary Process action or other legal action instituted by the LESSOR.

NINETEENTH: In the event the LESSOR or its agents, without fault on its part, become involved, through or on account of the terms of this Lease, or through or on account of the occupancy of the leased premises by the LESSEE, or the conduct of the LESSEE'S business upon said leased premises and/or the LEASED RESTAURANT EQUIPMENT in any controversy or litigation, the LESSEE shall, upon notice from the LESSOR or its agents, immediately take all necessary steps, and do whatever may be necessary to remove said LESSOR'S connection with, or liability under such controversy or litigation, and particularly, if such controversy or litigation throws any cloud or encumbrance upon the title of said LESSOR to its real estate; provided, that if the LESSEE believes it has a good and valid defense or claim in such controversy or litigation which the LESSEE desires to set up and maintain by and throughout court proceedings and litigation, the LESSEE should have the right to do so, provided it first shall execute and deliver to the LESSOR an indemnifying bond with surety and discharges any and all final judgment, liens, costs, damages, expenses and obligations of the LESSOR whatsoever in or arising out of the controversy or litigation

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involving the LESSOR or its agents, including all costs, expenses and attorneys' fees incurred by the LESSOR and/or its agents in protecting their interests or defending themselves in such controversy or litigation.

TWENTIETH: due to the short duration of this Lease (total of about six months), and per the LESSEE'S request, it is agreed that upon the execution of this Lease the LESSEE will deposit with the LESSOR, the sum of \$8,000.00 (EIGHT THOUSAND DOLLARS AND 00/100) first two (2) month's rent; and \$4,000.00 (FOUR THOUSAND DOLLARS AND 00/100) Security Deposit, for the faithful performance by the LESSEE of all of the terms and covenants of this LEASE. In the event that the LESSEE shall fail to perform or observe any of the terms, covenants, conditions, or agreements to be observed or performed by the LESSEE hereunder, and such default shall not be cured within the grace period provided in this Lease, the LESSOR shall retain said sum or such remaining portion as the LESSOR'S absolute property, which sum shall be applied toward any and all damages owed to the LESSOR by the LESSEE as a result of such default. LESSOR shall not be obligated to place said security deposit in an interest-bearing account; and LESSEE shall not be entitled to any interest on said security deposit, unless otherwise required by law.

In the bankruptcy or other creditor-debtor proceedings against LESSEE, all securities shall be deemed to be applied first to the payment of rent and other charges due LESSOR for all periods prior to the filing of such proceedings.

AMENDMENT:

1. LESSEE will occupy the area marked on the attached diagram, hereinafter "Floor Plan", area totaling approximately 2,000 (two thousand) square feet.

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2. LESSEE acknowledges and agrees that the LEASED RESTAURANT EQUIPMENT (listed on "Schedule A", attached hereto) is exclusively the property of the LESSOR and that it shall remain the property of the LESSOR during the full duration of this Lease; and LESSEE shall return to the LESSOR all the LEASED RESTAURANT EQUIPMENT in good operating condition, upon the termination of this Lease. LESSEE acknowledges and agrees that LESSEE shall not remove at any time any of the LEASED RESTAURANT EQUIPMENT from the PREMISES, without the prior written consent of the LESSOR. LESSEE further acknowledges that LESSEE inspected all the LEASED RESTAURANT EQUIPMENT and found it all to be in good working and operating condition to the full satisfaction of the LESSEE and for the LESSEE'S business operation. LESSEE further acknowledges and agrees that LESSEE shall maintain and repair, at LESSEE'S sole expense, the said LEASED RESTAURANT EQUIPMENT.
3. Upon the termination of this Lease, and/or upon the LESSOR'S inspection of the LEASED RESTAURANT EQUIPMENT, if LESSOR discovers that the said LEASED RESTAURANT EQUIPMENT was returned by the LESSEE in less than a good condition, broken, not functional, not operating, or otherwise damaged; LESSEE shall fully reimburse the LESSOR for the repair of the said LEASED RESTAURANT EQUIPMENT. If any item of the said RESTAURANT EQUIPMENT returned to the LESSOR in a condition beyond repair, or if any of the RESTAURANT EQUIPMENT is missing from the PREMISES, the LESSEE shall reimburse the LESSOR the fair market price of the said damaged and/or missing RESTAURANT EQUIPMENT.

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4. UTILITY EXPENSES: Electricity-Eversource, Gas-Connecticut Natural Gas, Water-the Metropolitan District (hereinafter the "ACTUAL MONTHLY UTILITY BILL"): the LESSEE acknowledges that LESSEE was provided with summary of LESSOR'S utility payment records for the year 2019 (01/01/2019 through 12/31/2019) to Eversource, Connecticut Natural Gas, and to Metropolitan District, attached hereto as "Schedule B", "Schedule C" and "Schedule D" respectively (hereinafter referred to as "LESSOR'S 2019 Utility Payments". The Parties agree that based on LESSOR'S 2019 Utility Payments, the parties calculated the average monthly utility payment in 2019 to Eversource, Connecticut Natural Gas, and to Metropolitan District; hereinafter the "LESSOR'S Monthly Average Utility Payments in 2019", as follows:

- (a) The parties agree that the 2019 payments to Eversource (covering payments from about 01/01/19 through about 12/31/19) reflect average monthly payment calculated to be about **\$1,452.00** (ONE THOUSAND, FOUR HUNDRED AND FIFTY TWO DOLLARS); The payments to Eversource (covering payments from about 01/01/19 through about 12/31/19) are attached hereto as "Schedule B".
- (b) The parties further agree that the 2019 payments to Connecticut Natural Gas (covering payments from about 01/01/19 through about 12/31/19) reflect average monthly payment calculated to be about **\$212.00** (TWO HUNDRED AND TWELVE DOLLARS); The payments to Connecticut Natural Gas (covering payments from about 01/01/19 through about 12/31/19) are attached hereto as "Schedule C".

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(c) The parties further agree that the 2019 payments to the Metropolitan District (covering payments from about 01/01/19 through about 12/31/19) reflect average monthly payment calculated to be about **\$173.00** (ONE HUNDRED AND SEVENTY THIRTY DOLLARS); The payments to the Metropolitan District (covering payments from about 01/01/19 through about 12/31/19) are attached hereto as "Schedule D".

5. THE LESSOR acknowledges that during 2019 (01/01/19 through 12/31/19) there was a different restaurant entity operating out of the Premises, Metro Cafe, LLC (hereinafter "Metro"), and that LESSOR'S 2019 Utility Payments referenced in paragraph No. 4 above, reflect expenses the LESSOR accrued during the operation of Metro in 2019. The parties agree to use the LESSOR'S Average Monthly Utility Expenses in 2019 as point of reference to establish financial responsibility of the parties for the payment of the Utility Expenses (Electricity, Gas, Water) during the full term of this Lease, as follows:
6. It is mutually agreed that LESSOR should cover the expenses associated with the Utility Expenses, provided that the ACTUAL MONTHLY UTILITY BILL during the term of this Lease remain at or below LESSOR'S Monthly Average Utility Payments in 2019, as it is reflected Paragraph 4, sections (a), (b) and (c).
7. In accordance with the foregoing, the LESSEE acknowledges and agrees that it is reasonable and fair, to impose the financial responsibility of the difference between the ACTUAL MONTHLY UTILITY BILL (Eversource, Connecticut Natural Gas, and The Metropolitan District), and between LESSOR'S Monthly Average Utility Payments in

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2019, onto the LESSEE. For example, if the August 2020 Eversource electrical bill for the 580 Farmington Ave. building, is hypothetically \$1,800 (eighteen hundred dollars), the LESSEE shall pay the LESSOR \$227.00 (two hundred and twenty seven dollars) in addition to the monthly rent, to cover electrical expenses for the PREMISES for the month of this hypothetical "August 2020" electrical bill (\$1,800 -\$1,573=\$227), same methodology shall be applied to calculate LESSEE responsibility to cover the gas and water bills.

8. In accordance with the foregoing, the LESSEE acknowledges and agrees that in the event the ACTUAL MONTHLY UTILITY BILL from Eversource and/or from Connecticut Natural Gas and/or from the Metropolitan District, exceed the Average Monthly Utility Expenses in 2019, LESSEE shall pay the LESSOR the difference in accordance with the example outlined in Paragraph No. 7 above (hereinafter the "LESSEE'S Utility Payment-Portion Obligation". LESSEE shall pay LESSOR the LESSEE'S Utility Payment-Portion Obligation each month within fifteen (15) days from the day LESSOR forwarded the ACTUAL MONTHLY UTILITY BILL to LESSEE.
9. LESSEE understands and acknowledges that it is the LESSEE'S responsibility to provide cleaning services to leased premises (including but not limited to hallways, bathrooms, kitchen, and all leased space).
10. LESSEE understands and acknowledges that it is the LESSEE'S responsibility to place phone lines, internet access etc, at LESSEE's expense; and it is LESSEE'S responsibility to pay applicable installation/usage/repair expenses.

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11. LESSEE understands and acknowledges that due to the special layout of the leased area, it is not possible to completely isolate Leased Premises from the remaining of the building. Thus, it is the LESSEE'S responsibility to ensure its visitors, clients, and business associates are contained within the Leased Premises.
12. LESSOR acknowledges the responsibility and the associated expense for landscaping, snow removal, and commercial dumpster are LESSOR'S responsibility, except as provided in paragraph No. 13 below.
13. LESSEE acknowledges that LESSEE is aware that currently the waste from the commercial dumpster at the 580 Farmington Ave property, is removed by USA Hauling & Recycling Inc (hereinafter the "Commercial Dumpster Service"), on average, once a month. LESSEE is further acknowledges that LESSEE is aware that LESSOR'S payments to the Commercial Dumpster Service for a one year period from 08/01/19 through 07/03/19 was about \$618.30 (six hundred and eighteen dollars and 30/100); copy of the printout of said LESSOR'S expense for the Commercial Dumpster Service for a one year period from 08/01/19 through 07/03/19 is attached hereto as "Schedule E". LESSEE is further acknowledges that LESSEE is aware that LESSOR'S payments to the Commercial Dumpster Service for the period 01/01/19 through 12/31/19 was about \$501.97 (five hundred and one dollars and 97/100); copy of the printout of said LESSOR'S expense for the Commercial Dumpster Service for the period 01/01/19 through 12/31/19 is attached hereto as "Schedule E-1".
14. LESSEE acknowledges that LESSEE is aware that the Commercial Dumpster Service company, USA Hauling & Recycling Inc, bills the LESSOR per each instance of waste

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removing service, and that the frequency of the said service is necessarily affected by the amount of the waste produced.

15. Due to the nature of LESSEE'S restaurant business and the anticipated extensive use of the commercial dumpster by the LESSEE to remove LESSEE'S daily waste; it is agreed that LESSEE shall reimburse the LESSOR all expenses associated with any additional Commercial Dumpster Service, beyond the current average, once a month service; commencing from the date of executing this Lease.
16. LESSEE further acknowledges that LESSEE shall safely remove from the Premises any and all LESSEE'S business-specific special-waste and materials, including but not limited to removal and/or disposal of oil and grease, at LESSEE'S sole expense, and in accordance with all safety procedures, as governed by local and State laws and/or by local and States ordinances.
17. LESSEE acknowledges that LESSEE does not have any right to sublet the PREMISES to a third party, unless LESSEE obtained prior written consent from the LESSOR. LESSEE acknowledges that LESSOR shall have the right to approve or disapprove said request at LESSOR'S sole discretion.
18. LESSEE understands and acknowledges that LESSEE is not allowed to make any remodeling, any changes, and/or any construction work in the PREMISES without the written consent from the LESSOR.
19. LESSEE understands and acknowledges that since the LESSOR is responsible for the operation of the PREMISES, and due to the specific location of the HVAC thermostat, and the specific location of the building's main Electrical box, the LESSOR shall have

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unrestricted access to the thermostat and to the building's main Electrical box, and to the water heaters, located in the Premises.

20. The LESSEE shall obtain and provide to the LESSOR copy of proper permits from the City of Hartford prior to installing LESSEE'S nameplate sign; LESSEE shall also provide to the LESSOR copy of the professional liability insurance of the company installing LESSEE'S nameplate sign. LESSEE acknowledges that all expenses associated with obtaining the said permits from the City of Hartford and all expenses associated with the installation of the said LESSEE'S nameplate sign, are the sole responsibility of the LESSEE.

21. LESSEE acknowledges and agrees herein that LESSEE shall comply with all City, State and Federal Laws, Rules and Regulations, governing the operation of a restaurant business including but not limited to full compliance with the requirements of the Connecticut Department of Public Health as it pertains to operating a restaurant and as it pertains to the LESSEE'S business, and including but not limited to full compliance with building and fire codes. LESSEE further acknowledges that LESSEE shall assume full financial responsibility related to complying with any and all provisions of the Law pertaining to LESSEE'S business and its operation including but not limited to obtaining permits and paying the relevant operating fees. LESSEE further acknowledges and agrees that in the event LESSEE is found to be in violation of any applicable law, rule, regulations, ordinance, which governs LESSEE'S business, LESSEE shall be held solely responsible and liable for any violations under the

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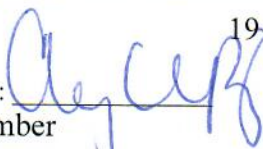
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applicable laws related to the operation of LESSEE'S business and LESSEE shall hold LESSOR harmless in any dispute arising out of any said violation by the LESSEE.

22. LESSEE acknowledges and agrees herein that LESSEE received the Leased PREMISES in good operating condition and LESSEE shall return the Leased PREMISES to the LESSOR in the same good condition, upon termination of this LEASE.
23. LESSEE further acknowledges and agrees herein that LESSEE received all the LEASED RESTAURANT EQUIPMENT (including but not limited to the LEASED RESTAURANT EQUIPMENT listed on "Schedule A", attached hereto), in good operating condition and LESSEE shall return all LEASED RESTAURANT EQUIPMENT to the LESSOR in the same good operating condition, upon termination of this LEASE.
24. SECURITY ALARM SYSTEM: LESSEE acknowledges that LESSEE is aware that there is a Security Alarm System installed at the Premises (hereinafter the "Security Alarm System"). As per the LESSEE'S request, LESSEE shall not use the Security Alarm System at any time during the term of this Lease. LESSEE further acknowledges and agrees that if LESSEE or any of LESSEE'S employees, business visitors, vendors, service providers, or any other person visiting the PREMISES, activated the Security Alarm System whether intentionally or by mistake, then LESSEE shall assume full and complete financial responsibility for all the expenses associated with the activation of the said Security Alarm System, including but not limited to fees to the Fire Department, and fees to the City of Hartford.

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25. ELECTRICAL HEATED PAD: LESSEE acknowledges that LESSEE is aware that there is an electrical heated pad installed at the entrance of the PREMISES, and that the control switch to activate the said pad located in the Premises. LESSEE acknowledges that LESSEE shall not activate the said electrical heated pad without the written consent of the LESSOR; the use of the said electrical heated pad shall be at the LESSOR'S sole discretion.
26. LESSEE acknowledges and agrees that LESSEE conducted due diligence including but not limited to checking the fair market value thoroughly and/or LESSEE made himself sufficiently familiar with the fair market value of similar services and property in the community, following which LESSEE made an informed decision and determined that the Leased PREMISES is suitable for the operation of LESSEE'S business, and that the monthly rental fee for the Leased PREMISES does not exceed that which is reasonable and necessary for the legitimate business purposes of LESSEE.
27. PATIO- LESSEE may use the PATIO adjacent to the entrance of the PREMISES, provided LESSEE uses the said PATIO in a safe manner. LESSEE shall not at any time block the walkway areas connecting from the rear parking lot of the 580 Farmington Ave building, to the front of the said building (hereinafter the "Walkway Area"), and which Walkway passes necessarily through the PATIO.
28. LESSEE further acknowledges and agrees that LESSEE shall keep the PATIO clean and organized at all times. LESSEE further acknowledges and agrees that LESSEE shall specifically make sure to avoid any oil spills on the PATIO and/or on the Walkway Area, as it will significantly damage the image and the cleanness of the property.

Fogata Mexican Restaurant, LLC: Angelica Garcia-Perez
Angelica Garcia-Perez, Member

Date: 07/14/2020

Ron's Properties, LLC: Leon Sasonov
Leon Sasonov, Member

Date: 07-14-2020

LESSEE further acknowledges herein that if and/or when oil spills accidentally on the PATIO and/or on the Walkway Area, LESSEE shall immediately clean the spill professionally to avoid any permanent stains, at LESSEE'S sole expense. LESSEE acknowledges and agrees that LESSEE shall have written educational policies and procedures in place for LESSEE'S employees to maintain PATIO and/or Walkway Area maintained clean, clear, and stain-free at all times.

29. LESSEE acknowledges and agrees that LESSEE shall professionally clean the PREMISES' flooring, to remove any and all stains throughout the term of this Lease and throughout the operation of LESSEE'S business; and LESSEE shall deliver the PREMISES upon the termination of this Lease, Stain-Free floors (indoor and outdoor).
30. LESSEE shall turn all lights off at the end of LESSEE'S normal business day, to save electricity. In the event LESSEE forgets to turn the lights off at the end of LESSEE'S normal business day, LESSEE authorizes the LESSOR herein to turn the lights off in the Leased PREMISES without the need for additional approval.
31. The parties agree that in the event of dispute between the parties, this Lease Agreement shall be governed by the laws of the State of Connecticut.
32. The parties agree that no other agreement written and/or oral was made between the parties. The parties further agree and acknowledge that any party desires to make any changes to this Lease shall submit such request in writing; and that no oral requests or promises shall be considered legally sufficient and/or valid.
33. The GUARANTORS acknowledge and agree that if the LESSEE defaults on any provision of this LEASE, the GUARANTORS automatically assume full and

Fogata Mexican Restaurant, LLC: Angelica Garcia-Perez
Angelica Garcia-Perez, Member

Date: 07/14/2020

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Ron's Properties, LLC: Leon Sasonov
Leon Sasonov, Member

Date: 07-14-2020

complete responsibility to fulfil all LEASEE'S financial obligations towards the LESSOR, under this Lease, for the full duration of the Lease, any notice required by the laws of the state of Connecticut being hereby waived, and GUARANTORS shall continue to be liable to LESSOR until GUARANTORS completely fulfil LESSEES'S financial obligations towards the LESSOR, under this Lease. GUARANTORS shall assume full responsibility to compensate LESSOR for all legal fees and expenses to enforce LESSEE'S and/or GUARANTORS' obligations under this Lease in the case of LESSEE'S and or the GUARANTORS default on any terms and or provisions of this Lease. The GUARANTORS waive herein common law defenses to its liability defenses and waive defenses based on section 42a-3-605 discharge of liability.

34. The GUARANTORS acknowledge that GUARANTORS jointly and severally are liable under this Lease.
35. To make it clear and to avoid any ambiguity in the language of this Lease Agreement, the parties acknowledge and agree herein that in the context of this Lease Agreement, the word "shall" denotes and/or means "must", and the words "shall not" denotes and/or means "must not".

Fogata Mexican Restaurant, LLC: Angelica Garcia-Perez²²
Angelica Garcia-Perez, Member

Date: 07/14/2020

Ron's Properties, LLC: Leon Sasonov
Leon Sasonov, Member

Date: 07-14-2020

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year written.

Signed, Sealed and Delivered

in the Presence of:

WITNESS

Lissette Janangelo
WITNESS Lissette Janangelo

STATE OF CONNECTICUT

ss: Hartford

COUNTY OF HARTFORD

On this the 14th day of July 2020 before me

Lissette Janangelo, the undersigned officer, personally appeared Leon Sasonov known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for purposes therein contained. In Witness Whereof, I hereunto set me hand and official seal.

Lissette Janangelo
NOTARY PUBLIC/COMMISSIONER OF THE SUPERIOR COURT

WITNESS

Lissette Janangelo
WITNESS Lissette Janangelo

Angelica Garcia-Perez
LESSEE: "Fogata Mexican Restaurant, LLC"

by Angelica Garcia -Perez

Member of "Fogata Mexican Restaurant, LLC"

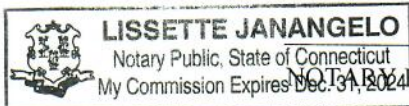
STATE OF CONNECTICUT

ss: Hartford

COUNTY OF HARTFORD

On this the 14th day of July 2020 before me

Lissette Janangelo, the undersigned officer, personally appeared Angelica Garcia -Perez known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for purposes therein contained. In Witness Whereof, I hereunto set me hand and official seal.



Lissette Janangelo
NOTARY PUBLIC/COMMISSIONER OF THE SUPERIOR COURT

Fogata Mexican Restaurant, LLC:
Angelica Garcia-Perez, Member

Date: 07/14/2020

Ron's Properties, LLC:
Leon Sasonov, Member

Date: 07-14-2020

WITNESS

WITNESS

STATE OF CONNECTICUT

ss: Hartford

COUNTY OF HARTFORD

On this the 14th day of July 2020 before me

Lissette Janangelo, the undersigned officer, personally appeared Angelica Garcia -Perez known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for purposes therein contained. In Witness Whereof, I hereunto set me hand and official seal.

NOTARY PUBLIC/COMMISSIONER OF THE SUPERIOR COURT

WITNESS

WITNESS

STATE OF CONNECTICUT

ss: Hartford

COUNTY OF HARTFORD

On this the 14th day of July 2020 before me

Lissette Janangelo, the undersigned officer, personally appeared Angelica Garcia Perez known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for purposes therein contained. In Witness Whereof, I hereunto set me hand and official seal.



NOTARY PUBLIC/COMMISSIONER OF THE SUPERIOR COURT

Fogata Mexican Restaurant, LLC:
Angelica Garcia-Perez, Member

Date: 07/14/2020

Ron's Properties, LLC:
Leon Sasonov, Member

Date: 07-14-2020

"SCHEDULE A"
LEASED RESTAURANT EQUIPMENT

Item #	LEASED RESTAURANT EQUIPMENT - "SCHEDULE A"	SERIAL No. (if applicable)	QUANTITY
1	"ECON-AIR"/"CaptiveAir" Hood System - Model 4824 EX-2B (6'-0") (Integral part of the PREMISES)	JOB #: 2437252	1
2	"CaptiveAir Systems" Electrical Box (to control the Hood System) Model: SC-111111002; (Integral part of the PREMISES)	JOB # 2437252	1
3	"Mars"/"Intertek" 2 Air Curtain 72" wide door unheated 208-230/1/60 silver, Model STD272-2UD-TS (located right above the entrance to the PREMISES) (6)	S/N: 977552	1
4	"Mars Air System"-Electrical Control Panel; 2 Motor Control panel for Air Curtain 2x1HP 208-230V/3-phase (wall-mounted to front kitchen wall, next to the electrical box) (Integral part of the PREMISES)	Drawing No. 84-MCOP-2UQ; ORDER NUMBER: 84-710126 H1 9070T50D20	1
5	Entrance ceiling light ventilator with remote control (Integral part of the PREMISES)		1
6	"Thermaco Big Dipper-IS" Model W-200-IS-115/60 Electronic Grease Separator (Integral part of the PREMISES)	Part: 200.40643ADJ-1; and Part: EAD-115-41536	1 of each
7	Mop Floor sink (Integral part of the PREMISES)		1
8	Wet Chemical Fire Extinguisher classification 2-A-K, K-Ansul guard; Model KO1-3 (Allstate, large, silver, next to the Hood System) (Integral part of the PREMISES)	S/N B-67298854	1
9	Fire Extinguisher "Kitchen Knight II, PCL-300" Wet Chemical Solution Extinguishing System Unit (Pyro-Chem, Pre-Engineered Type) (large, red, wall mounted opposite to the Hood System) (Integral part of the PREMISES)		1
10	Pyro-Chem Control Head, Model NMCH3 (red control box, attached above the large red fire extinguisher) (Integral part of the PREMISES)		1
11	"CLOVER" Cash Register. Model D1100. Part Number FAY11006010	S/N D0UH52010951	
12	"Clover Station 1.0 (wireless 802.11a/b/g/n)" Cash/Credit card processing device Model C101, with touch screen/plugs/wires connections	S/N C010UC43040208	1
13	Clover Screen Model C101	S/N: C 010UC 430 4020B	1
14	"Clover Station 1.0 (Printer)", Model P1100, mini printer connected to register	S/N P010UC43040208	1
15	"First Data" FD-40, credit card processing, Model PED8006L2-3CR	S/N 806CC96031	1
16	"Amana Xpress ACE14" high-speed oven Model ACE14N P2002715M	S/N: 1508102144	1
17	"Star" Model SP700 small printer in kitchen, black color	S/N: 2264814120601574 C	1
18	"HIKVISION"-Digital Video Recorder, Model DS-7716N-SP/16, with DVD ROM desk top computer, attached to a heavy battery for surveillance camera (Integral part of the PREMISES)	S/N 5140339652	1
19	"CyberPower" Model 1500VA: CP1500AVR/CP1500C (heavy battery to support the surveillance camera system) (Integral part of the PREMISES)	S/N: CPAES2009109	1
20	"DELL" - security system computer monitor, model REV A00, with mouse (Integral part of the PREMISES)	S/N CN-0U4931-46633-461-2TTL	1
21	Surveillance/Security Cameras (wall mounted): (x3) dining area; (x2) kitchens; (x2) outdoors (Integral part of the PREMISES)		7

Fogata Mexican Restaurant, LLC:
Angelica Garcia-Perez, Member
Date: _____

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Ron's Properties, LLC:
Leon Sasonov, Member
Date: _____

"SCHEDULE A"
LEASED RESTAURANT EQUIPMENT

22	Water fountain cooler "Harley Taylor", wall-mounted, lounge area (Integral part of the PREMISES)		1
23	Range 36" 6 open burners ("WOLF")		1
24	Countertop Griddle ("Star Max") placed on metal stand with shelves		1
25	Heavy duty metal stand with a shelf (used under the Griddle)		1
26	"Traulsen" Model G22010 (Reach-In Stainless Steel Freezer 2 doors)	S/N T533380G94	1
27	"MAXIMUM REFRIGERATOR" (by Turbo Air), Model MSR-49NM, digital control, stainless steel Reach-In Refreezer 2 doors	S/N MR 49903066	1
28	"Frigidaire ULTRAFREEZE", white, opens from top, lower reach 28"x61"x35"		1
29	"Bizerbra" Electric Food Slicer Model SE8	S/N: 1556194	1
30	Bread slicer (American Eagle, Model AE-BS31) Bake Max Model BMGF001	S/N: BS141106	1
31	Advance Tabco Work Table with sink, Turbo Air Model KMS-11B-305R L-X		1
32	"Advance Tabco" Three (3)-Bay Compartment Sink (Integral part of the PREMISES)		1
33	Bar Blender Waring Model MX1000XTX		2
34	"CDS"- Canadian Display Systems, Bakery Display Case, Model CDSB (Made in France, empered Glass, ANSI Z97.1-1984, "Danfoss")(front service area, half refrigerated)		1
35	"TRUE" Refrigerator, Model GDM-09-LD, white refrigerator for sodas/drinks, (placed on the floor, across from the chash register)	S/N: 7602221	1
36	"WARING COMMERCIAL", "Panini Perfetto"-panini grill Model WPG 50	S/N: 140317	1
37	"Nemco Food Warmer"-Electrical Hot Food Well Nemco Model 6055A	S/N: D15-0925	1
38	"Lamber" Dishwasher Model F92-ek-P, undercounted Eurodib USA		1
39	"HOSHIZAKI ICE MAKER" Model KM-340MAH (AHR certified)	S/N: E00576J	1
40	"HOSHIZAKI ICE STORAGE BIN" Model B-300PF	S/N E65870H	1
41	"Advance Tabco Ice Bin" Model CRI-12-24 [Small Stainless steel ice-holder bin (front service area)]		1
42	"VOLLRATH" Model 3876846, Electrical Three Well Hot Food Station open storage with lights cherry with sneeze guard and removable stainless steel shelf	S/N: F274-00798538-001	1
43	"Kool-It" Fridge, Model KST-72-3, Intertek 4000861 (Salad Bar table 72" 3 door, with attached long plastic cutting board, kitchen)	S/N: CRR-MVPT72-003 15.05	1
44	Kool-It Fridge, Model KST-72-3, Intertek 4000861 (Salad Bar table 72" 3 door, with attached long plastic cutting board, front service area)	S/N: CRR-MVPT72-0002 15.07	1
45	"Advance Tabco Sinks" (x2) with three-sided splash guraad (countertop front service area)(Integral part of the PREMISES)	020110 DI-1-5-SP	2
46	"Krowne" Handwashing sink, stainless steel Model HS-2L, wall-mounted (in kitchen) (Integral part of the PREMISES)	S/N 300004103	1
47	Drop-In sink Advance Tabco Model DI-1-25-2X (Integral part of the PREMISES)		1

Fogata Mexican Restaurant, LLC:
Angelica Garcia-Perez, Member
Date:

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Ron's Properties, LLC:
Leon Sasonov, Member
Date:

"SCHEDULE A"
LEASED RESTAURANT EQUIPMENT

48	Work table Advance Tabco Model TTF-305-X		1
49	Work table Advance Tabco Model TTF-240-X		1
50	Microwave shelf Advance Tabco Model DI-1-5SP-1X		1
51	Shelving Wall-Mounted Advance Tabco WS-12-48 12" wide 48" long		1
52	Shelving Wall-Mounted Advance Tabco WS-12-72 12" wide 72" long		1
53	Gas regulator Dormont Model R48N42-0306-3.5 250,000 BTU (Integral part of the PREMISES)		2
54	Safety system movable gas connector Dormont Model 1675BPQR36BX (Integral part of the PREMISES)		1
55	Safety system movable gas connector Dormont Model 1675KIT548 (Integral part of the PREMISES)		1
56	La Cimbali M32 Dosatron 2 Group Espresso Machine Model		1
57	La Cimbali Gringer G9-2T HD 24250.0021 6 lbs capacity Model		1
58	Custom-made cabinets (grey-light green) in front service area with grey porcelain countertop (Integral part of the PREMISES)		2
59	"BUNN" 6 coffee make warmers Model AXIOM 4/2 TWIN, SNGL Power	S/N: AXTN022340	1
60	Bunn Grinder G9 Series Model G9-2THD	S/N: G900101219	1
61	Heavy Wood Shelves/Frame: (x8) 3" thick; (x4) 1.5" thick (Integral part of the PREMISES)		12
62	White splash tiles in front (Integral part of the PREMISES)		
63	Pendant light fixtures Dining Area: (x5) Large Stainless Steel (attached to tack); (x4) Medium Stainless Steel (attached directly to ceiling); and (x5) Glass Pendant lights (front service area, attached to track) (Integral part of the PREMISES)		14
64	Accent lights fixtures: (x14) white mounted into the ceiling; (x2) silver mounted into the ceiling; (x5) silver track lights (Integral part of the PREMISES)		21
65	"ONKYO" Two(2)-Part Music system: (1) NETWORK STEREO RECEIVER TX-8160 (Model No. TX-8160, S/N 1237DC1580023059); (2) DIRECT DIGITAL PATH Compact Disc Changer (Model No. DX-C390, S/N 7455026898 R) (Integral part of the PREMISES)	S/N 1237DC1580023059; S/N 7455026898 R	1 of each
66	Large electrical sign system attached above the entrance (x1); and small electrical sign (corner of building) including the entire electrical wire system (Integral part of the PREMISES)		2
67	Outdoor light fixtures 2 attached at the entrance to building; and two (2) in ground light-poles fixtures at the patio (Integral part of the PREMISES)		4
68	Awning 13' feet at entrance black open wide with manual stick opener (Integral part of the PREMISES)		1
69	Fridge cabinet black small: (x1) under front service area countertop; (x1) under cash register stand.		2
70	Stainless steel shelves: (x3) in front service area; (x2) in kitchen		5

Fogata Mexican Restaurant, LLC:
Angelica Garcia-Perez, Member
Date:

A.G.P.
07/14/2020 *3/7*

L.S.
07-14-2020
Ron's Properties, LLC:
Leon Sasonov, Member
Date:

"SCHEDULE A"
LEASED RESTAURANT EQUIPMENT

71	Petition with Top Glass-Guard: (x1) at entrance right side dining area ("L-shape"); (x1) at front service area ("I-shape"); and (x1) by the cash register ("I-shape")(Integral part of the PREMISES)		3
72	Tork Paper Towel Dispenser (Integral part of the PREMISES)		5
73	Tork Soap Dispensers (Integral part of the PREMISES)		4
74	Tork Toilet Paper Dispenser (Integral part of the PREMISES)		1
75	Electrical Indoor-Sign "COFFEE"		1
76	Electrical Indoor-Sign "OPEN"		1
77			
78	Motion Sensors in dining area (part of the security alarm system) (Integral part of the PREMISES)		
79	"Advanced Protection"(NAPGO)-Computerized Security System, control pannel (wall mounted kitchen right wall)(Integral part of the PREMISES)		1
80	Rubbermaid Commercial Blue "Slim Jim" Recycle Bin		1
81	Wood petition with glass centerpieces (dining area), right under the stainless steel light pendants (Integral part of the PREMISES)		1
82	Electrical Outlets with USB Charging Ports (dining area) (Integral part of the PREMISES)		5
83	Ceiling Speakers: (x5) dining area; (x1) bathroom; (x1) lounge area (Integral part of the PREMISES)		7
84	Fire Extinguishers: (x2) Large in kitchen; (x1) lounge area; (x1) front service area(by the window) (Integral part of the PREMISES)		4
85	2 Pcs Pole Retractable Ropes Barrier Stanchion Posts (maroon color)		1
86	White Cabinet with grey porcelain countertop (front service area, under the Cimballi M32 unit) (Integral part of the PREMISES)		1
87	Coffee disposal stainless-steel bin (integrated to countertop)(Integral part of the PREMISES)		1
88	Stainless steel work table with bottom stainless steel shelf (large, front kitchen)		1
89	Single Coffee Maker ("Mr. Coffee")		1
90	Extra large heavy duty plastic container (no top)		1
91	Small oven "Hamilton Beach"		1
92	"Portable Shelves": (x4) "Nexel" wide 4-shelves grey (no wheels); (x1) "berkeley jensen" wide 6-shelves silver (on wheels); (x1) "Qualite" wide 4-shelves Blue; (x1) "berkeley jensen" narrow 6-shelves stainless steel silver (no wheels); (x1) Industrial style 5-shelves grey (no wheels)		8 total
93	"Star"/"Holman", Model QCS-1-350, Commercial Bread toaster (Quartz-convention system)	S/N TQ1350714C0765	1
94	"Advance Tabco" Stainless Steel Stand under the bread toaster	S/N TFMS- 152	1

Fogata Mexican Restaurant, LLC:
Angelica Garcia-Perez, Member
Date: 07/14/2020

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Ron's Properties, LLC:
Leon Sasonov, Member
Date: 07-14-2020

"SCHEDULE A"
LEASED RESTAURANT EQUIPMENT

95	Electrical ceiling mounted "EXIT" signs: (x1) at the entrance to the PREMISES; (x1) at the entrance to the kitchen; (x1) at the entrance to the small office area		3
96	"Regency Space Solution" - hanging rack Model 600SW36 (wall mounted next to the three bay sink)		1
97	"Global Industrial" - Six(6) Section Employee Lockers		1
98			
99			
100	50 plastic food containers for front line fridge with 40 matching plastic lids		
101	2 plastic dishwasher racks		
102	4 black trash bins & 1 large white trash bin		
103	30 metal serving spoons, tongs, spatulas, ect.		
104	20 metal food storage containers- various sizes with 20 matching lids		
105	5 large flat baking sheets		
106	3 small flat baking sheets		
107	2 metal trash bin		
108	2 chef bread knives		
109	Can opener attached to work station table ("Edlund Burlington")		
110	3 large chef knives		
111	1 glass self serve water dispenser		
112	Industrial mop bucket with mop included		
113	1 wet floor sign		
114	Wooden Station bar on wheels		
115	Wooden Station for cash register on wheels		
116	3xPictures Ikea set of 2x3pictures		
117	1 black plastic coffee bar container (for condiments)		
118	27 plastic Tupperware containers (various sizes) with 20 matching lids		
119	4 white long, shallow storage bins		
120	7 chef style cutting boards		
121	12 small fry pans		
122	6 sauce pans		
123	9 metal mixing bowls (various sizes)		
124	4 metal colanders		
125	1 deep fry colander		
126	33 oval dinner plates		
127	35 small appetizer plates		

Fogata Mexican Restaurant, LLC:
Angelica Garcia-Perez, Member
Date:

A.G.P.
07/14/2020

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L.S.
07.14.2020
Ron's Properties, LLC:
Leon Sasonov, Member
Date:

"SCHEDULE A"
LEASED RESTAURANT EQUIPMENT

128	26 dining chairs		
129	4 large dining tables		
130	5 small dining tables		
131	4 small chalk boards		
132	2 large chalk boards		
133	12 Danasi coffee cups		
134	6 Danasi coffee saucers		
135	20 Danasi small espresso cups		
136	18 Danasi small espresso saucers		
137	13 soup bowls		
138	11 Tuxton porcelain mini creamer pitchers		
139	16 large plastic salad bowls		
140	11 small plastic bowls		
141	6 plastic water krafts		
142	12 glass water krafts		
143	25 metal forks		
144	25 metal knives		
145	22 small espresso spoons		
146	13 large spoons		
147	14 small spoons		
148	6 metal beverage mixing spoons		
149	5 small pairing knives		
150	9 Danasi metal napkin holders		
151	9 sugar containers (brown color)		
152	22 salt and pepper dispensers		
153	3 grill weights		
154	8 plastic white display trays		
155	31 large metal plates		
156	28 small metal plates		
157	20 plastic reusable water cups		
158	4 bussing bins		
159	4 section disposable coffee cup holder		
160	2 wooden kids booster seat		
161	8 metal chafing dishes for hot wheel- with matching lids		

Fogata Mexican Restaurant, LLC: A.G.P Ron's Properties, LLC: LS
 Angelica Garcia-Perez, Member Leon Sasonov, Member
 Date: 07/14/2020 6/7 Date: 07.14.2020

"SCHEDULE A"

162	4 glass display trays		
163	4 glass coffee pitchers		
164	4 large milk froth containers		
165	2 small metal milk froth containers		
166	21 metal containers dividers		
167	2 line dividers black with maroon colors		
168	1xSoup containers dividers in hot well		

LEASE AGREEMENT DATED JULY 12, 2020

LESSEE acknowledges and agrees that this list outlines the "LEASED RESTAURANT EQUIPMENT" which is referenced as "Schedule A" in the Lease Agreement between the parties, dated July 12, 2020.

LESSEE further acknowledges and agrees that the said "Schedule A"-LEASED RESTAURANT EQUIPMENT, is an integral part of the said Lease Agreement between the parties.

Moreover, LESSEE acknowledges and agrees that any LEASED RESTAURANT EQUIPMENT which is marked on the said "Schedule A" as "integral part of the PREMISES" shall not and/or must not be removed out of the PREMISES at any time.

Fogata Mexican Restaurant, LLC:
Angelica Garcia-Perez, Member

Date:

Ron's Properties, LLC: _____
Leon Sasonov, Member

Date:

Fogata Mexican Restaurant, LLC:

Angelica Garcia-Perez, Member

Date:

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Ron's Properties, LLC:

Leon Sasonov, Member

Date:

Date Range

Previous year

Jan 01, 2019 to Dec 31, 2019

Schedule B

Filter By

Recipient Name

EVERSOURCE *2050

☐ eBills Only

Showing EVERSOURCE payments. Clear Filter

Showing 1 - 13 of 13 payments

page 1

Description	Amount	Deliver By	Status
EVERSOURCE cl-p *2050 BUSINESS ECONOMY CHECKING *2494	\$1,082.61	12-9-19	Processed Cfm # PRDTT-TQMNS
EVERSOURCE cl-p *2050 BUSINESS ECONOMY CHECKING *2494	\$1,289.10	11-20-19	Processed Cfm # PQVFS-FGWL
EVERSOURCE cl-p *2050 BUSINESS ECONOMY CHECKING *2494	\$1,695.85	10-11-19	Processed Cfm # PK098-VJTC6
EVERSOURCE cl-p *2050 BUSINESS ECONOMY CHECKING *2494	\$2,044.28	9-13-19	Processed Cfm # PG93M-HMQNG
EVERSOURCE cl-p *2050 BUSINESS ECONOMY CHECKING *2494	\$2,046.89	8-13-19	Processed Cfm # PC65H-9BPKS
EVERSOURCE cl-p *2050 BUSINESS ECONOMY CHECKING *2494	\$1,770.98	7-12-19	Processed Cfm # P7JHD-D8D5C
EVERSOURCE cl-p *2050 BUSINESS ECONOMY CHECKING *2494	\$1,508.51	6-17-19	Processed Cfm # P6P5V-B79RX
EVERSOURCE cl-p *2050 BUSINESS ECONOMY CHECKING *2494	\$1,651.17	5-15-19	Processed Cfm # P10G8-2JSSB
EVERSOURCE cl-p *2050 BUSINESS ECONOMY CHECKING *2494	\$1,574.85	4-11-19	Processed Cfm # NZ08Y-2989N
EVERSOURCE cl-p *2050 BUSINESS ECONOMY CHECKING *2494	\$1,489.70	3-13-19	Processed Cfm # NV4Z1-VHC5S
EVERSOURCE cl-p *2050 BUSINESS ECONOMY CHECKING *2494	\$1,441.61	2-13-19	Processed Cfm # NR9ZR-37N9C
EVERSOURCE cl-p *2050 BUSINESS ECONOMY CHECKING *2494	\$1,290.03	1-10-19	Processed Cfm # NN3MJ-KQ4S7
Total	\$18,885.58		Scheduled, In Process, and Processed payments only, including any fees.

2019 - monthly average payment:

\$18,885.58 / 13 = \$1,452.73

A.G.P
07/14/2020L.S.
07/14/2020

7/5/2020

Description	Amount	Deliver By	Status
EVERSOURCE cl-p *2050	\$1,290.03		Marked as Paid
Total	\$18,885.58		Scheduled, In Process, and Processed payments only, including any fees.

Showing 1 - 13 of 13 payments

page 1

A.G.P
07/14/2020

L.S.
07.14.2020

Date Range

Previous year

Jan 01, 2019 to Dec 31, 2019

Schedule C

Filter By

Recipient Name

Connecticut Natural Gas *6330

☐ eBills Only

Showing Connecticut Natural Gas payments. Clear Filter

Showing 1 - 12 of 12 payments

page 1

Description	Amount	Deliver By	Status
Connecticut Natural Gas CNG *6330 BUSINESS ECONOMY CHECKING *2494	\$106.14	12-13-19	Processed Cfm # PQVFZ-D7SW4
Connecticut Natural Gas CNG *6330 BUSINESS ECONOMY CHECKING *2494	\$209.71	11-20-19	Processed Cfm # PQVFT-XDKFP
Connecticut Natural Gas CNG *6330 BUSINESS ECONOMY CHECKING *2494	\$256.73	10-16-19	Processed Cfm # PM2WT-SLX6K
Connecticut Natural Gas CNG *6330 BUSINESS ECONOMY CHECKING *2494	\$65.39	9-10-19	Processed Cfm # PG93G-7XS3S
Connecticut Natural Gas CNG *6330 BUSINESS ECONOMY CHECKING *2494	\$254.02	7-12-19	Processed Cfm # P7JHC-LL7KM
Connecticut Natural Gas CNG *6330 BUSINESS ECONOMY CHECKING *2494	\$141.81	6-17-19	Processed Cfm # P6PST-FRGHQ
Connecticut Natural Gas CNG *6330 BUSINESS ECONOMY CHECKING *2494	\$217.57	5-13-19	Processed Cfm # P10G7-DVMND
Connecticut Natural Gas CNG *6330 BUSINESS ECONOMY CHECKING *2494	\$320.94	4-11-19	Processed Cfm # NZ08W-73KV1
Connecticut Natural Gas CNG *6330 BUSINESS ECONOMY CHECKING *2494	\$364.07	3-13-19	Processed Cfm # NTG61-7ZNC2
Connecticut Natural Gas CNG *6330 BUSINESS ECONOMY CHECKING *2494	\$312.43	2-12-19	Processed Cfm # NR9ZP-RWG98
Connecticut Natural Gas CNG *6330 BUSINESS ECONOMY CHECKING *2494	\$295.72	1-10-19	Processed Cfm # NN3MD-LW5Y5
Connecticut Natural Gas CNG *6330	-\$40.22		Marked as Paid
Total 2019 - Monthly average payment: \$ 2,544.53 / 12 = \$ 212.04 //	\$2,544.53		Scheduled, In Process, and Processed payments only, including any fees.

A-G-P
07/14/2020
L.S.
07.14.2020

7/5/2020

Showing 1 - 12 of 12 payments

page 1

A.G.P.
07/14/2020

L.S.
07.14.2020

Date Range

Previous year

Jan 01, 2019 to Dec 31, 2019

Schedule D.

Filter By

Recipient Name

The Metropolitan District *3512

☐ eBills Only

Showing The Metropolitan District payments. Clear Filter

Showing 1 - 10 of 10 payments

page 1

Description	Amount	Deliver By	Status
The Metropolitan District MDC *3512 BUSINESS ECONOMY CHECKING *2494	\$165.38	12-16-19	Processed Cfm # PS0RC-R14W0
The Metropolitan District MDC *3512 BUSINESS ECONOMY CHECKING *2494	\$155.04	10-16-19	Processed Cfm # PM2X4-L1GCV
The Metropolitan District MDC *3512 BUSINESS ECONOMY CHECKING *2494	\$154.50	9-17-19	Processed Cfm # PH1C7-745MB
The Metropolitan District MDC *3512 BUSINESS ECONOMY CHECKING *2494	\$148.77	8-28-19	Processed Cfm # PG938-NZRDF
The Metropolitan District MDC *3512 BUSINESS ECONOMY CHECKING *2494	\$146.03	7-9-19	Processed Cfm # P90NC-P512D
The Metropolitan District MDC *3512 BUSINESS ECONOMY CHECKING *2494	\$154.39	6-17-19	Processed Cfm # P6P5R-WXQH1
The Metropolitan District MDC *3512 BUSINESS ECONOMY CHECKING *2494	\$212.15	5-16-19	Processed Cfm # P22PN-TPKP4
The Metropolitan District MDC *3512 BUSINESS ECONOMY CHECKING *2494	\$196.72	4-17-19	Processed Cfm # NZQND-Z575R
The Metropolitan District MDC *3512 BUSINESS ECONOMY CHECKING *2494	\$209.87	3-19-19	Processed Cfm # NVL9B-S84HZ
The Metropolitan District MDC *3512 BUSINESS ECONOMY CHECKING *2494	\$191.64	2-13-19	Processed Cfm # NS5BV-1V169
Total 2019 - Monthly average payment: \$1,734.49 / 10 = \$173.44 //	\$1,734.49		Scheduled, In Process, and Processed payments only, including any fees.

A.G.P.
07/14/2020
L.S.
07.14.20

Showing 1 - 10 of 10 payments

page 1

Date Range

Past 12 months

Jul 06, 2019 and future

Schedule E

Filter By

All

Select from list

☐ eBills Only

Showing USA Hauling & Recycling Inc payments. Clear Filter

Showing 1 - 9 of 9 payments

page 1

Description	Amount	Deliver By	Status
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$58.49	7-3-20	Processed Cfm # QGQSJ-JJH1C
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$58.49	5-19-20	Processed Cfm # QB1LL-HPSBP
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$58.49	4-28-20	Processed Cfm # Q7V56-1XCDM
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$58.49	3-18-20	Processed Cfm # Q3PZX-JF1ZZ
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$58.49	2-18-20	Processed Cfm # Q0G6H-PJP8M
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$81.04	10-18-19	Processed Cfm # PM2X2-5LZZ5
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$100.71	9-30-19	Processed Cfm # PJGX0-2B95V
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$92.52	8-30-19	Processed Cfm # PG949-7PRP6
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$51.58	8-1-19	Processed Cfm # PC65K-K51C0
Total	\$618.30		Scheduled, In Process, and Processed payments only, including any fees.

Showing 1 - 9 of 9 payments

page 1

A.G.P
07/14/2020
L.S
07/14/2020

Date Range

Previous year

Jan 01, 2019 to Dec 31, 2019

Schedule E-1

Filter By

All

Select from list

☐ eBills Only

Showing USA Hauling & Recycling Inc payments. Clear Filter

Showing 1 - 9 of 9 payments

page 1

Description	Amount	Deliver By	Status
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$81.04	10-18-19	Processed Cfm # PM2X2-5LZZ5
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$100.71	9-30-19	Processed Cfm # PJGX0-2B95V
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$92.52	8-30-19	Processed Cfm # PG949-7PRP6
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$51.58	8-1-19	Processed Cfm # PC65K-K51C0
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$51.68	6-25-19	Processed Cfm # P78ZJ-0BNYB
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$51.58	5-16-19	Processed Cfm # P3BV0-3RM01
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$10.64	4-4-19	Processed Cfm # NZ08H-DNDWR
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$10.64	2-22-19	Processed Cfm # NTG63-G9H9L
USA Hauling & Recycling Inc *1017 BUSINESS ECONOMY CHECKING *2494	\$51.58	1-2-19	Processed Cfm # NN3MX-6GY5R
Total	\$501.97		Scheduled, In Process, and Processed payments only, including any fees.

Showing 1 - 9 of 9 payments

page 1

A.G.P.
07/14/2020
LS
07.14.2020

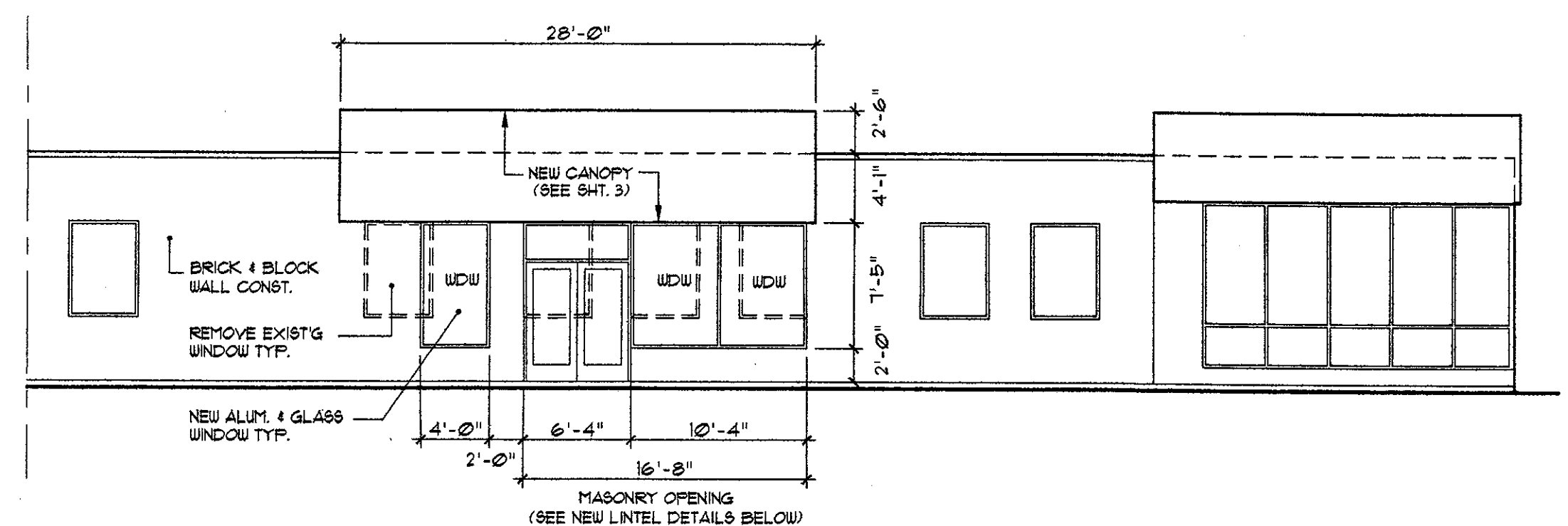
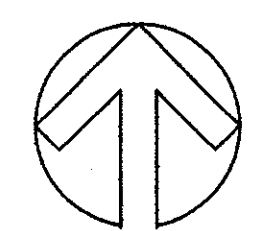
2nd floor
Metro Cafe

580 Farmington Ave

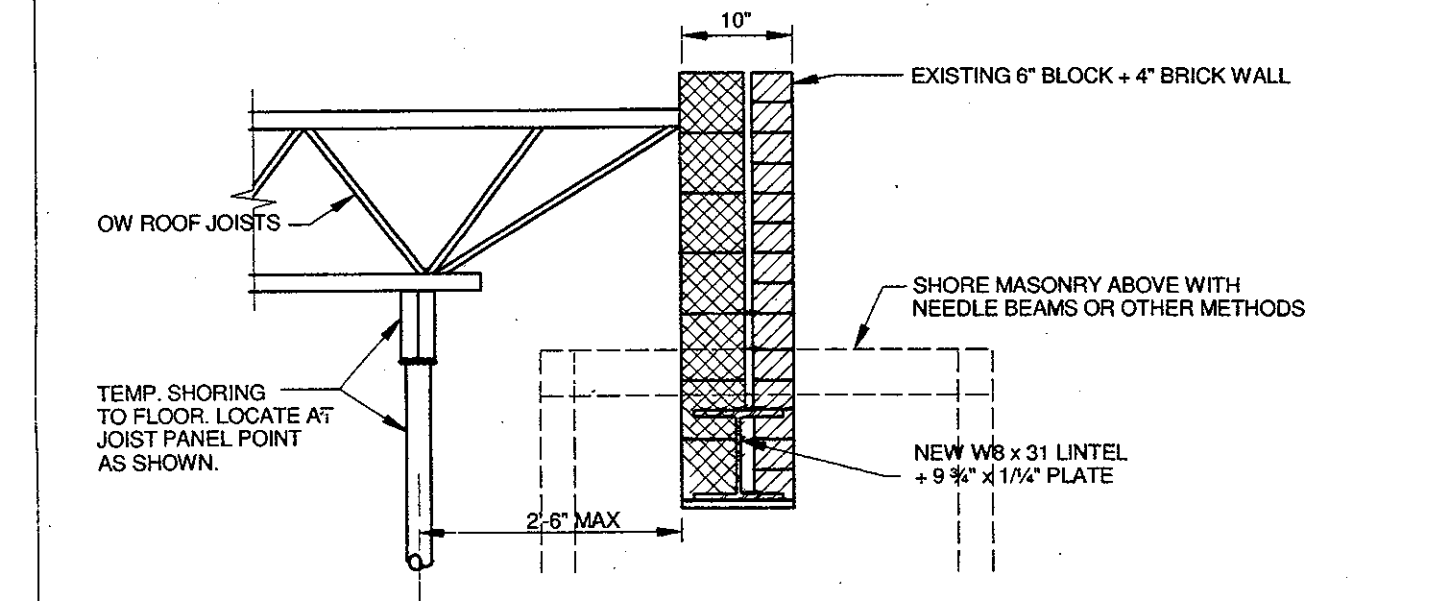
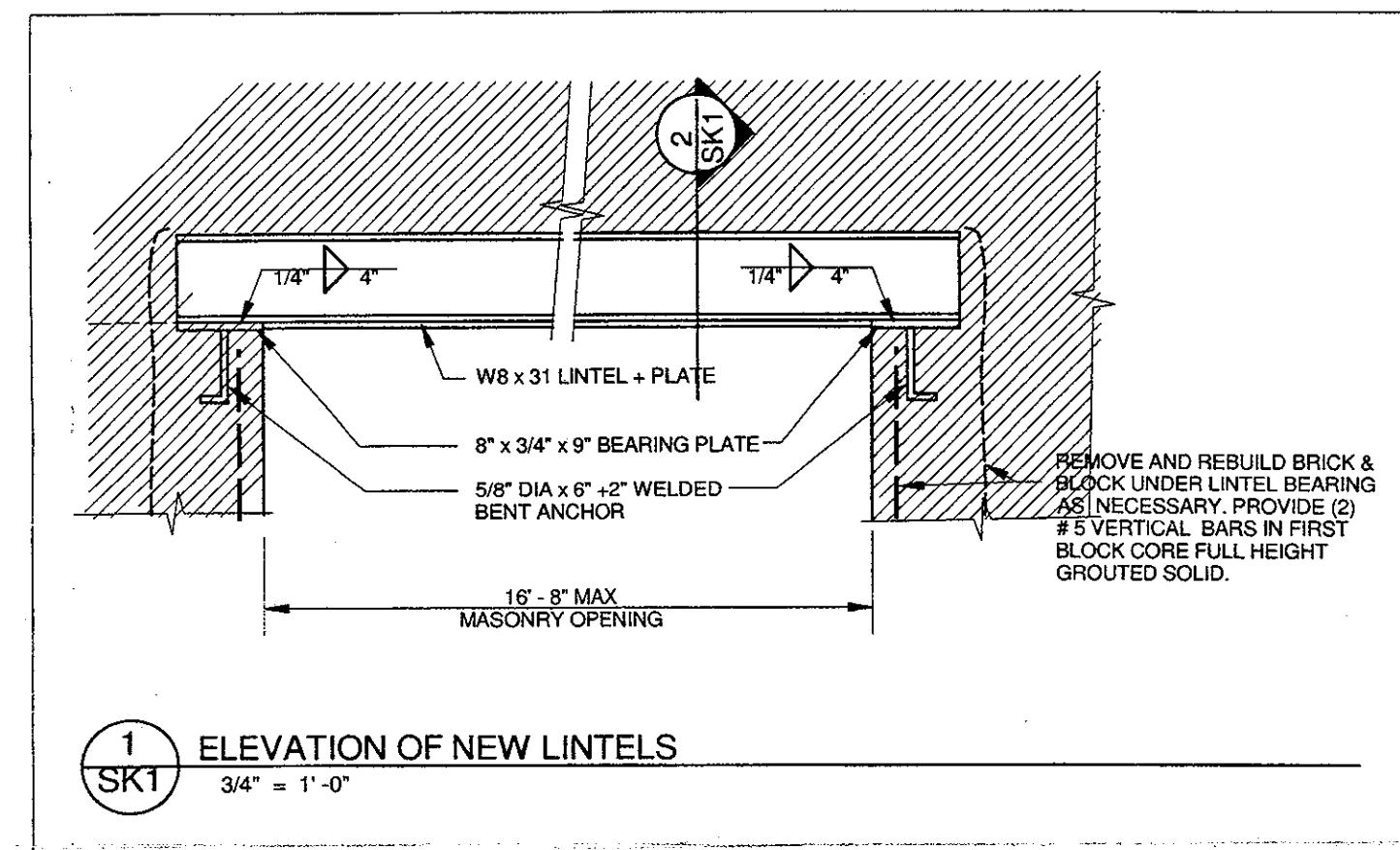
20151282

BW 1685

4/13/15



TREMONT ST. ELEVATION
1/8"=1'-0"

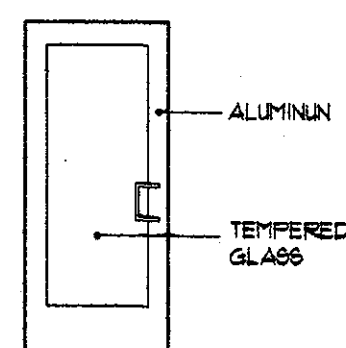


NEW LINTEL INSTALLATION

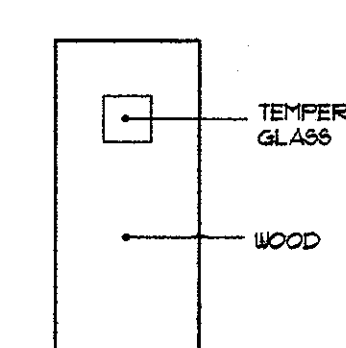
PAUL GIONFRIDDO, P.E.
STRUCTURAL ENGINEER
32 Park Place, New Britain, CT 06052
T: 860-259-6268 F: 860-223-7262
E-mail: paulg@att.net

SK1

DOOR SCHEDULE				
NO.	DOOR SIZE	DOOR MATERIAL	FRAME MATERIAL	HARDWARE
1	DOUBLE LEAF 3'-0" x 7'-0" x 1 3/4"	ALUMINUM & GLASS	ALUMINUM	ENTRANCE FUNC. W/ CLOSER
2	3'-0" x 6'-8" x 1 3/4"	WOOD	H. METAL	PRIVACY FUNCTION
3	3'-0" x 6'-8" x 1 3/4"	WOOD	H. METAL	NO LOCKSET SWINGING DOOR
4	3'-0" x 6'-8" x 1 3/4"	WOOD	H. METAL	OFFICE FUNCTION
5	3'-0" x 6'-8" x 1 3/4"	WOOD	H. METAL	OFFICE FUNCTION



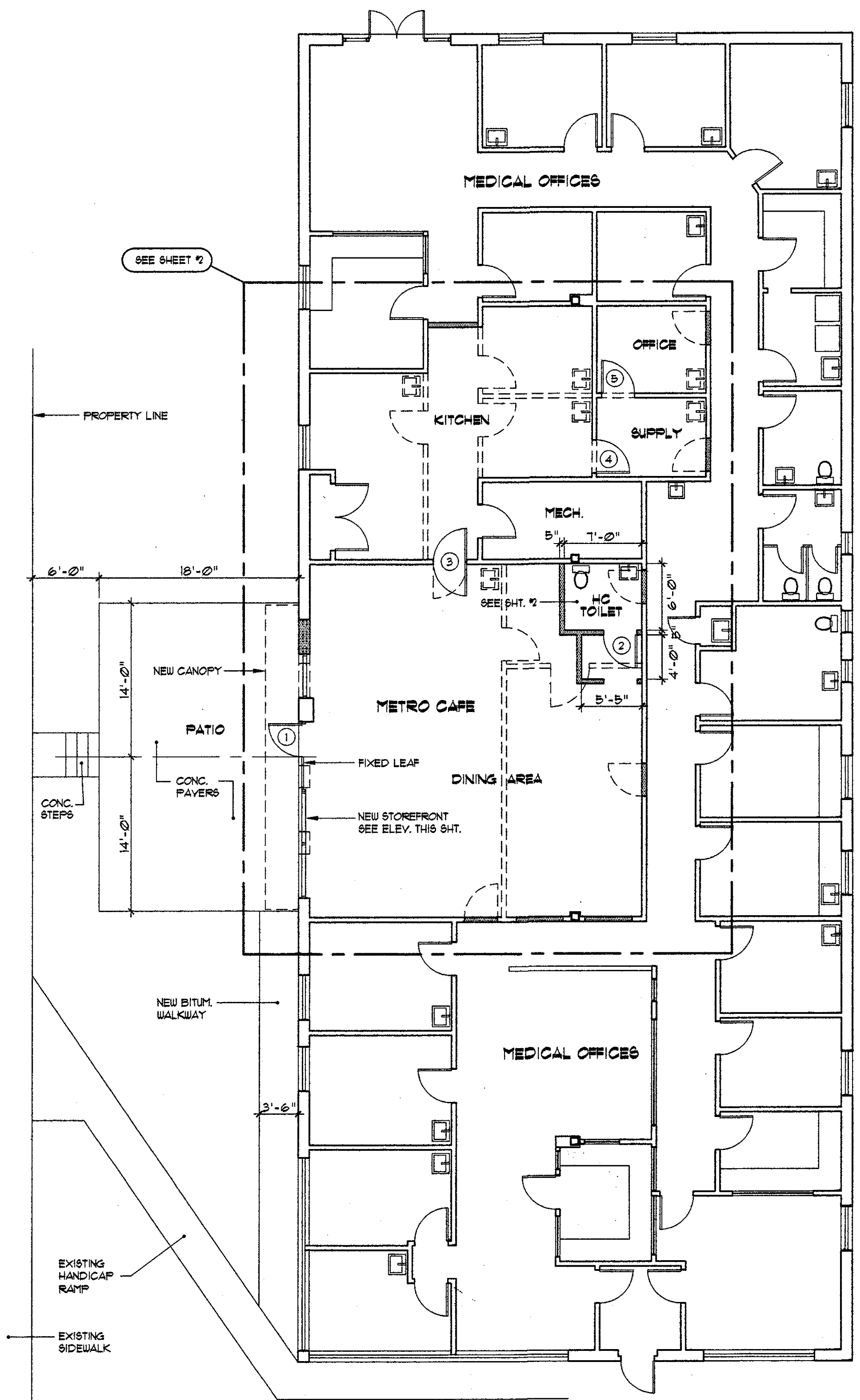
DOOR #1



DOOR #3

- GENERAL NOTES / NEW LINTEL**
1. VERIFY ALL DIMENSIONS FIELD CONDITIONS PRIOR TO BEGINNING WORK.
 2. SHORE EXISTING ROOF JOISTS AND EXISTING MASONRY ABOVE LINTEL TO FLOOR AS SHOWN PRIOR TO ANY DEMOLITION. LOCATE JOIST SHORING AT FIRST PANEL AS SHOWN.
- SEQUENCE OF CONSTRUCTION**
1. INSTALL ALL SHORING.
 2. REMOVE MASONRY UNDER LINTEL BEARINGS AS NECESSARY IN ORDER TO PLACE REBAR FULL HEIGHT OF WALL.
 3. PLACE REBAR IN REMAINING BOTTOM OF WALL AND GROUT SOLID.
 4. REBUILD UPPER MASONRY WALL. INSTALL REBAR AND BEARING PLATES.
 5. REMOVE MASONRY WIDTH OF NEW OPENING.
 6. INSTALL NEW LINTEL AND REBUILD MASONRY ABOVE LINTEL.

TREMONT STREET



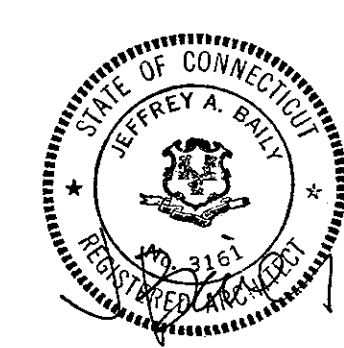
FLOOR PLAN
1/8"=1'-0"

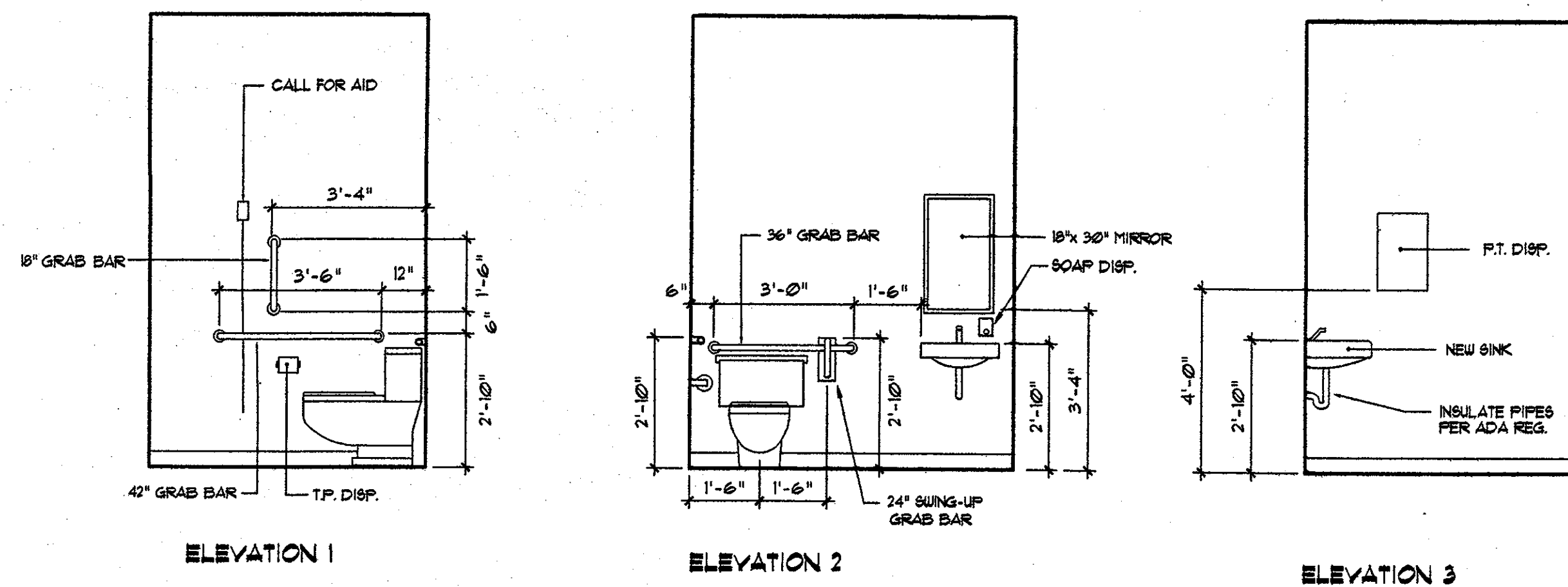
CODE INFORMATION

USE GROUP: PHYSICAL THERAPY - 'B' BUSINESS RESTAURANT - 'A2' ASSEMBLY
TYPE CONSTRUCTION: 'II' B' NONCOMBUSTIBLE, UNPROTECTED
GROSS FLOOR AREA: RESTAURANT - 1350 SF. MEDICAL OFFICE - 4450 SF.
MIXED OCCUPANCY / NON SEPERATED (BOCA 302.3.1)
ALLOWABLE AREA: 2 STORY, 9500 SF.
ACTUAL AREA: 1 STORY, 6000 SF.
RESTAURANT OCCUPANCY: 40 PEOPLE
PLUMBING REQTS: WC 1/15 x 1 LAV 1/100 x 1
SPRINKLERS: NONE
HANDICAP ACCESSIBLE: YES
RATED CONSTRUCTION
Exit Access Corridor - 1 Hour

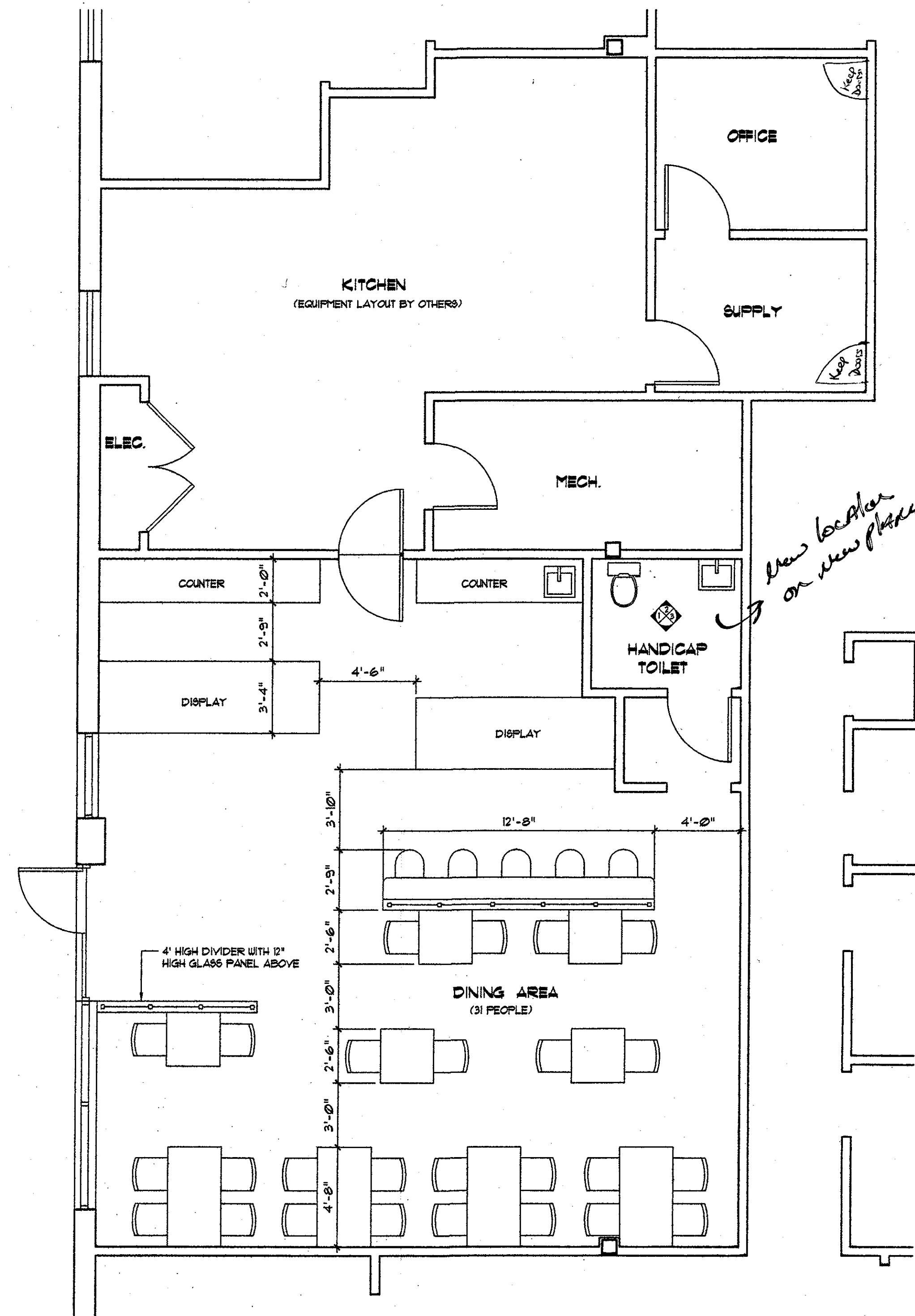
GRAPHIC LEGEND

- EXISTING WALLS TO REMAIN
- EXISTING WALLS TO BE REMOVED
- NEW WALL CONSTRUCTION TO ROOF DECK (5/8" Gyp. Bd. 5" on 3 5/8" HVL Studs 16" o.c.) 1 HOUR RATED WALL CONST. (U.L. #1425)





HANDICAP TOILET ELEVATIONS
3/8"=1'-0"



RESTAURANT FLOOR PLAN
1/4"=1'-0"