

VARIANCE APPLICATION

SYRACUSE BOARD OF ZONING APPEALS

PLEASE TYPE OR PRINT (LEGIBLY)

For Office Use Only:	Application Number: V- 18 - 31
Tax map Section: 113 Block: 13 Lot: - 14	Zoning District: RA-1

1. Address of subject property: 1101 Avery Ave.

2. Year property was purchased by current owner: 1997

3. Applicant/contact information:

a. Owner(s) (current titleholder):

Name(s): SANJAY PATEL

Mailing Address: 5396 S. Bay Rd. N. Syracuse

Zip: 13212 Daytime phone number: (315) 450-4601 home phone number: (315) 450-4601

E-mail (alternate contact for additional information request): Sanjay Patel Sanjayecono@gmail.com

b. Contract purchaser(s) , Lessee , or Co-applicant  (if applicable)

\*note: Copy of contract to purchase must be included with application if this contract purchaser or lessee applies.

Name(s): Green Front Market, Inc

Mailing Address: 521 Utica St. Fulton NY

Zip: 13069 Home phone number: (315) 341-4937 Day Phone: (315) 341-4937

E-mail (alternate contact for additional information request): Sadeq Sam 78@yahoo.com

c. Representative: Attorney , Architect , Contractor , Other

(Only if involved in this application)

Name(s): ROBERT ROWEN, Esq.

Mailing Address: 314 E. FAYETTE ST. S.I.R. NY 13202

Zip: 13202 Telephone number: 315 422-4163

4. Current use of property: (i.e., 1 family, 2 family, grocery store, etc.):

Grocery store

Proposed use and occupancy of property: Grocery store

Current number of onsite (off-street) parking spaces: 4

Proposed number of onsite (off-street) parking spaces: 4

Days and hours of operation (for any business uses): 7 Days 8am 10pm

Explain in detail what (if any) new additions or construction is proposed on the site:

**Reason for request:**

The courts have distinguished between use variances (for uses which are not permitted) and area variance (for excess lot coverage, additions into required yards, etc.). Be aware that *the standards of proof for a use variance are much more demanding* than for an area variance and that *the burden is on the applicant* to provide such proof in arguing their case. (See Standard of Proof requirements on required submittal page.)

Use additional sheets of paper to present proof if necessary.

Property has been used as grocery since it was built. The property has been vacant for couple years and want to put back as grocery store.

- Structure is commercial not residential
- Structure has always been part of the character of neighborhood
- hardship is not self created

The following affirmation must be signed and dated by the CURRENT PROPERTY OWNER or the owner's LEGAL representative (attorney, power of attorney, partner in the business, etc.).

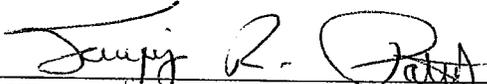
**DECLARATION**

I understand that false statements made herein are punishable as a Class A Misdemeanor, pursuant to section 210.45 of the Penal Law of the State of New York. I declare that, subject to the penalties of perjury, any statements made on this application and any attachments are the truth and to the best of my knowledge correct.

I also understand that any false statements and/or attachments presented knowingly in connection with this application will make consideration of this application null and void.

**CURRENT PROPERTY OWNER SIGNATURE**

As listed on the City of Syracuse Tax Assessment Roll. If not listed as the owner on the current rolls, please include a proof of ownership, for example, a copy of the deed. Attorney's signing on behalf of the owner must include a one page letter describing the legal representative arrangement. Architects, engineers, contractors, tenants, etc. cannot sign on behalf of the property owner. If property owner is a Corporation or an Organization, then the person signing must provide verification they are a member of such, and can sign on the owners' behalf.

 8/14/18  
CURRENT PROPERTY OWNER SIGNATURE DATE  
SANJAY PATEL President  
Please legibly PRINT SIGNATURE NAME and TITLE

SYRACUSE BOARD OF ZONING APPEALS  
CITY HALL COMMONS, ROOM 101  
201 EAST WASHINGTON STREET  
SYRACUSE, NY 13202  
(315) 448-8640

**Board of Zoning Appeals application Procedures**

Variance applications involve public hearings with the Board of Zoning Appeals. A variance application will not be considered complete on the applicant's part until all required submittals have been received and have been through a preliminary review by Zoning Office staff (and possibly other departments), including an evaluation of the application under the New York State Environmental Quality Review Act (SEQR).

Once an application has been determined to be ready for a public hearing with the Board of Zoning Appeals, it will be scheduled for the **next available** hearing date (allowing the necessary time from for the Board's authorization, newspaper publication, mailing schedules, etc.). A "Public Notice" regarding the hearing date will then be mailed to the applicant (and representative, if any), approximately ten (10) days prior to the hearing date.

The public notice is also published in the Syracuse Post Standard newspaper ten (10) days prior to the hearing date. Public notices are also sent to property owners contiguous to any property subject to a public hearing, and to other city departments and neighborhood organizations.

The application, and its contents, will then be open for inspection at the Syracuse Office of Zoning Administration during regular office hours.

Unless otherwise notified, all meetings at which public hearings are to be held will begin at 1:00 p.m. in the Common Council Chambers on the third floor of City Hall.

The applicant or his or her representative **must attend** the public hearing to explain the case request to the Board of Zoning Appeals. (The rules of the Board of Zoning Appeals **do not permit postponements** due to the absences of applicants or their representatives.) A variance decision is not final until a written resolution is adopted by the Board of Zoning Appeals and filed with the secretary to the Board. Depending upon the situation, the resolution may possibly not be adopted until a later meeting. A copy of the resolution will be mailed to the applicant.

Depending upon the type and complexity of the application, additional necessary reviews, and the hearing schedule, the entire variance application process from the submission of the application to the release of the resolution may take approximately two months.

*Please sign that you have read and understand the above information and return this page with the application.*

Signed:

*Seung R. Park*

Date:

*8/14/18*

This application may be mailed or delivered in person to the Syracuse Office of Zoning Administration, located in Room 101 at City Hall Commons, 201 East Washington Street, Syracuse, NY 13202-1426. If you wish to discuss the application with a member of our staff, please call ahead for an appointment (448-8640).

**NOTE:** After receipt of the application, it may be necessary to require additional information from the applicant. *An application must be complete before a public hearing can be scheduled.*

Items that are submitted with the application will not be returned so it is important that the applicant must make any copies of items they need prior to submitting the application. **Copies will not be made by staff to the Board of Zoning Appeals.**

**APPLICANT PLEASE NOTE:** Approval of your application by the Board of Zoning Appeals does not relieve you or your agent from compliance with any other regulatory or licensing provisions additionally required by other Federal, State, County, or City authorities. You are still required to pursue and obtain permits from the Division of Code Enforcement.

## STANDARDS OF PROOF

- a. The property is incapable of earning a reasonable return on initial investment if used for any of the allowed uses in the district. The structure currently located on the property was built over 100 years ago as a grocery store. The structure has always been operated as a grocery store except for the last 2 year period when a tenant closed the business. A new viable tenant has signed a lease to reopen the business as a grocery store in this structure. To use the property as residential as allowed in the district would require the demolition of the current structure at a cost of over \$70,000.00, and to build a new residential house would cost an additional \$150,000.00. With these expenses the property would not be able to earn a reasonable return.
- b. The property is affected by unique and highly uncommon circumstances in that the structure on the property was always a grocery store and only went out of use for 2 years necessitating this unique application to reinstate the historic use.
- c. The variance, if granted, will not alter the essential character of the neighborhood in that the intended use has always been part of the essential character of the neighborhood. i.e. a grocery store at this location.
- d. The hardship is not self created in that owner has worked diligently to maintain the grocery store use of the structure but due to market conditions was unable to find a viable operator for a 2 year period.

DENIAL OF PERMIT

REFERENCE ADDRESS 1101 Avery Ave

WARD NO. 07

OWNER Sanjay Patel

OWNER'S ADDRESS 314 E. Fayette St. Syracuse NY  
13202

TELEPHONE (315) 422-4163

APPLICATION FOR PERMIT TO:

erect ( )      convert ( )      maintain ( )      operate ( )

DENIED UNDER ARTICLE (s) \_\_\_\_\_

\_\_\_\_\_ of the zoning ordinance for the following reasons: \_\_\_\_\_

- PLANS ATTACHED, APPROVED BY \_\_\_\_\_ LOCATION OF REFERENCE ADDRESS:  
ON \_\_\_\_\_ ASSESSOR'S ATLAS
- SURVEY ATTACHED BOOK (S) NO. \_\_\_\_\_
- ZONING REVIEWED BY \_\_\_\_\_ PLATE (S) NO. \_\_\_\_\_
- PARCEL (S) NO. \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
GROCERY STORE - SANJAY PATEL			
Name of Action or Project:			
1101 AVERY AVE SYRACUSE, NY			
Project Location (describe, and attach a location map):			
N. W. CORNER AVERY AVE ACROSS TWIN TREES			
Brief Description of Proposed Action:			
USE variance application: Property has always been commercial grocery store but went out of use for 2 years. Re open as grocery store			
Name of Applicant or Sponsor:		Telephone:	
SANJAY PATEL		1101 Avery Ave LLC 315 450 4601	
Address:		E-Mail:	
2909 MILTON AVE			
City/PO:		State:	Zip Code:
SYRACUSE		NY	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			YES
2. Does the proposed action require a permit, approval or funding from any other governmental Agency?			NO
If Yes, list agency(s) name and permit or approval:			YES
Common Council			<input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			



<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor name: <u>Sanjay R. Patel</u> Date: <u>8/21/18</u></p> <p>Signature: <u>SANJAY PATEL</u></p>		

## **COMMERCIAL LEASE AGREEMENT**

THIS AGREEMENT, made as of the 18 day of June, 2018, between, 1101 Avery Ave., LLC of 2909 Milton Ave. Syracuse, New York, hereinafter referred to as **Landlord or Lessor**, and Green Front Market, Inc., of Syracuse, New York, hereinafter referred to as **Tenant or Lessee**.

### **WITNESSETH:**

Landlord hereby leases to Tenant the following premises:

#### **1. DESCRIPTION OF LEASED PREMISES:**

a) Being commercial property located at **1101-07 Avery Avenue, City of Syracuse, County of Onondaga, State of New York**, together with the right and easement if any to use, in common with others if applicable, any parking areas, roads, streets, drives, passageways, any exterior ramps and walks Landlord owns adjacent to the building for all customary and proper purposes ;

2. **USE:** To be used and occupied by Tenant for the following purposes and no other: Convenience Store / Grocery Store. Tenant shall be responsible to obtain and maintain all necessary permits and licenses from the State, City and County for lawful operation of their business.

#### **3. TERM:**

**Section 1.1 - Term.** The term of the Lease shall be for a period of five (5) years, commencing on the first day of the month following seller obtaining zoning approval from City of Syracuse as specified in paragraph 5 (being the "Commencement Date") and ending on the date which is five (5) years from the date thereof, unless sooner terminated as provided herein.

**Section 1.2 – Renewal Terms.** Provided no Event of Default is then existing, the Tenant shall have the option to renew the term of the Lease for two (2) additional period of five (5) years upon the same terms and conditions as are set forth herein, except that the annual rental rate shall be as set forth in Paragraph 4. If Tenant elects to exercise its option to renew, Tenant shall do so by notifying the Landlord in writing no later than ninety (90) days prior to the expiration of the ten current term. The initial term and any renewal terms of this lease may be hereinafter referred to generically as the "Term".

**THE ABOVE LETTING IS ON THE FOLLOWING TERMS, COVENANTS AND CONDITIONS, ALL AND EVERY ONE OF WHICH THE SAID TENANT AGREES WITH THE LANDLORD TO KEEP AND PERFORM, IT BEING AGREED THAT THE WORDS "LANDLORD" AND "TENANT" INCLUDE AND BIND AND BENEFIT THE HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE LANDLORD AND TENANT, RESPECTIVELY, AND IF THERE BE**

**MORE THAN ONE TENANT, THEN ALL THE COVENANTS AND AGREEMENTS BINDING THE TENANT SHALL BE DEEMED JOINT AND SEVERAL.**

4. **RENTAL:** Tenant shall pay the minimum annual rental as follows starting from:

The "Rent Commencement Date" (First day of Third calendar month following commencement date)

- 1) From Rent Commencement date thru first 5-year term: Annual rent: \$30,000.00 payable in monthly installments of \$2,500.00
- 2) **(Renewal Term 1):** 5<sup>th</sup> anniversary of commencement date thru 2<sup>nd</sup> 5-year term: \$31,500.00 payable in monthly installments of \$2,625.00
- 3) **(Renewal Term 2):** 10<sup>th</sup> anniversary of commencement date thru 2<sup>nd</sup> 5-year term: \$33,075.00 payable in monthly installments of \$2,756.25.

All rental payments shall be due on the 1st day of each and every month during the term. The phrase "Minimum Rental" shall mean the fixed minimum rent above specified without any setoffs or deductions whatsoever and shall be net to Lessor.

There shall be a late penalty of 4% of any payment not made within 10 days of the date due. Said late penalty shall be considered additional rent.

5. **VARIANCE:** Contingency upon seller, at seller's expense applying for, and obtaining a use variance and any other necessary zoning approvals from the City of Syracuse required and necessary to permit operation of a convenience store on the premises. In the event seller fails to obtain all necessary permits and approvals by October 1, 2018 either party may cancel this lease upon 3 days written notice.

6. **LICENSING CONTINGENCY:** This Lease shall be contingent upon the tenant obtaining all necessary licenses for operation of its intended use of a Convenience / Grocery Store, including an off premises liquor license. Tenant shall make application for such licenses seven (7) days after seller obtains approval and permits from the City of Syracuse as specified in paragraph 5 and will pursue licensing with all due diligence. In the event all licenses cannot be obtained within ninety (90) days application, the tenant shall have the option to cancel this Lease upon five (5) day written notice to the Landlord, in which event, the Lease shall become null and void. Landlord and Tenant may extend the contingency upon mutual agreement.

7. **ASSIGNMENT AND SUBLETTING:** Tenant will not assign, mortgage, sublet or otherwise dispose of this Lease or the Leased Premises or any part thereof, or use the same for any other purpose than above specified, whether by act of Tenant or by operation of law, or otherwise, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or denied, and the giving of such consent shall not authorize a further assignment, mortgage, subletting or other disposition without further written consent.

8. **REPAIRS:** Tenant shall at all times keep the interior of the premises, including the plumbing, heating, lighting fixtures and equipment in first class condition and repair (which it is agreed they now are), replace all broken glass, and at the end of the term shall peaceably quit and surrender said premises in such condition, ordinary wear and tear exception. Landlord shall be responsible for the structural integrity of the exterior walls and foundation and the roof; and shall make all necessary repairs and replacement to the roof. In addition, the Landlord shall be responsible for the replacement of the HVAC system due to obsolescence or in the event it becomes unrepairable.

9. **MAINTENANCE:** Tenant shall be responsible at Tenant's expense, for all maintenance of grounds, parking areas and sidewalks on the Leased Premises and also for all snow removal on the Leased Premises. Tenant shall keep the sidewalk and curb in front thereof or adjacent thereto clean and free from snow and ice and any obstruction and save Landlord harmless from all damages or claims for damages for failure to do so.

10. **USE, SIGNS AND ALTERATIONS:** Tenant shall not erect or display any signs on the premises, nor make any alterations or improvements to the Leased Premises without the prior written consent of Landlord; nor make or permit any defacement, injury or waste in, to or about the premises. Landlord's consent will not be unreasonably withheld. The Tenant agrees that any alterations, additions or improvements made by the Tenant shall, at the option of the Landlord, remain as part of the Leased Premises at the expiration of the Lease or any extension or renewal thereof. The Landlord, however, shall have the right to require the Tenant to remove any alterations, additions or improvements so made. Any alterations made by Tenant to the Leased Premises shall be in compliance with the Americans with Disabilities Act.

11. **COMPLIANCE WITH ORDERS OF PUBLIC AUTHORITIES:** Tenant shall comply with all laws, ordinances, rules, regulations or requirements of all federal, state or local governments and every department or bureau thereof applicable to the use of the premises. Lessee agrees to comply with all applicable air and water pollution control and prevention laws, regulations and state and federal air pollution and water pollution control agencies' recommendations in the maintenance of all facilities located on the Leased Premises.

12. **LESSOR'S RIGHT TO INSPECT OR REPAIR:** Lessee agrees that Lessor and his/her agents or other representatives shall have the right to enter the Leased Premises after reasonable notice to the Tenant, or any part of the premises, at all reasonable hours for the purpose of examining them or making such repairs or alterations as may be necessary to make them safe and to preserve them.

13. **UTILITIES:** Lessee shall pay for all electric and heating utilities used in the property during the term of this Lease. Tenant shall be responsible for any water or sewer charges

applicable to the property at any time during the lease term. Tenant shall be solely responsible for trash removal during the lease term.

14. **SUBORDINATION TO MORTGAGES:** This Lease is and shall be subject and subordinate to any mortgage or mortgages now in force or which shall at any time be placed upon the premises or any part thereof or the building of which the premises is a part provided, however, that such mortgage or mortgages shall provide that in any foreclosure proceeding thereunder, and in any sale in such foreclosure proceeding, this Lease shall not be cut off nor Tenant's position hereunder disturbed in or by such foreclosure proceedings, provided that at the time this lease shall be in full force and effect and Tenant not in default as to rent or other covenants thereof. Tenant shall, upon demand, execute and deliver such instruments as are necessary to effect more fully such subordination of this Lease to the lien of any such mortgage or mortgages as shall be desired by any mortgagee or proposed mortgagee and in the event of the failure of Tenant to execute such instrument, Tenant hereby nominates and appoints Landlord attorney-in-fact for the purpose of executing any such instrument of subordination.

15. **TERMINATION ON DEFAULT AND RIGHTS OF LANDLORD:** In the event of any default after ten (10) days' notice from Landlord to Tenant in the payment of said rent or in the observance or performance by Tenant of any of the terms, covenants and conditions of this Lease, or if the said premises, or any part thereof, be abandoned and vacated or if Tenant shall at any time make a general assignment for the benefit of creditors, or if a Trustee or Receiver of any of its property be appointed, or if Tenant shall file a voluntary petition in bankruptcy, or for an arrangement or reorganization, or an involuntary petition shall be filed against it which is not dismissed within 60 days, this Lease, and the estate hereby granted, shall forthwith upon notice from Landlord cease and terminate; and Landlord shall have the right to enter and repossess said premises by force, summary or dispossession proceedings, or otherwise, and to dispossess and remove therefrom any and all occupants and their effects without being liable to prosecution or damages therefor, and to hold said premises as if this Lease had ceased by expiration through maturity of the term above specified; and Tenant will pay to Landlord the deficits between the monthly amount of the rent hereby reserved and the monthly amount of rents which shall be collected and received from said premises during the residue of said term, as the several amount of such deficits shall from month to month be ascertained; Tenant shall also remain liable for any loss or damage resulting from such abandonment and Tenant hereby waives any and all right of redemption to which it may or become entitled under any applicable laws, ordinances, rules or regulations.

16. **INDEMNITY:** The Lessee shall assume responsibility for and holds Lessor harmless and will defend and indemnify the Lessor from all liabilities, loss (including claims for injuries to employees of the Lessee or the Lessor), expenses, attorneys' fees, damages, claims and judgments arising from or growing out of the actionable acts or omissions of the Lessee, its agents or employees, solely or in conjunction with a third person, when incidental to Lessee's maintenance and use of the demised premises. The Lessor shall assume responsibility for and holds Lessee harmless and will defend and indemnify the Lessee from all liabilities, loss (including claims for injuries to

employees of the Lessor or the Lessee), expenses, attorneys' fees, damages, claims and judgments arising from or growing out of the actionable acts or omissions of the Lessor, its agents or employees, solely or in conjunction with a third person, when incidental to Lessor's maintenance and use of the demised premises.

17. **INSURANCE:** Lessee shall obtain and submit to Lessor insurance policies (or certificates) for the coverage required, in form satisfactory to Lessor and shall keep such insurance in effect during the term of this Lease. All such policies shall be endorsed so that they are not cancelable or changed except on 30 days' prior written notice to Lessor.

Lessee shall maintain in force insurance, the coverage and amounts of which are set forth below:

- A. Workers' Compensation - Statutory Coverage
- B. Liquor Liability Insurance in the sum of \$1,000,000
- C. Comprehensive General Liability, to include premises and operations, owner and contractor protective liability, and contractual liability - bodily injury and personal injury limits of liability to be \$500,000 per person and \$500,000 per occurrence; property damage limits of liability to be \$500,000 per occurrence and \$1,000,000 annual aggregate, naming Landlord as an additional named insured.
- D. Intentionally omitted.

Tenant shall cause each such insurance coverage to name Landlord, 1101 Avery Ave., LLC, as additional insureds and loss payees.

Certificates of all such insurance shall be submitted to Lessor prior to the commencement of the term. Said certificates shall contain provisions that the insurance carrier providing such coverage shall render 30 days' written notice to Lessor prior to the cancellation or change thereof.

In the event that the Lessee fails to deliver to the Lessor the duplicate insurance policies (or certificates) as provided for in this agreement, the Lessor may cause such insurance to be issued and bills for the premiums therefor shall be rendered by the Lessor to the Lessee at such times as the Lessor may elect, and said bills shall be due from and payable by the Lessee when rendered and the amount thereof shall be deemed to be, and paid by the Lessee, as additional rent.

18. **TAXES:** Landlord shall pay all real estate taxes assessed against the premises.

19. **EMINENT DOMAIN:**

a) If the whole or any part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then and in that event, at the Landlord's option, the term of this lease shall cease and terminate from the date of title vesting in such proceeding or upon delivery of a deed to the condemning authority. Except as set forth below, Tenant shall have no claim against Landlord or to any award in such proceeding or consideration paid by said authority, or any part of any such award or compensation, all claims thereto or interest therein being hereby waived by Tenant.

b) Subparagraph (a) notwithstanding, Tenant shall be entitled to a claim for any portion of the condemnation award relating to fixtures or alterations made by Tenant to the Leased Premises. Additionally, Tenant shall be entitled to reimbursement for any payment made to Landlord toward the Option Purchase price as set forth in the Commercial Property Purchase Agreement.

20. **NOTICES:** All notices required or agreed to be given hereunder by either party shall be in writing and shall be served personally or sent by registered or certified mail addressed to the other party intended to be notified at his or its address above stated, or to such other address as may be given to either party by the other by notice hereunder, or to his or its last known address, and such mailing shall be deemed sufficient service thereof as of the first business day following the date of such mailing.

21. **QUIET ENJOYMENT:** Upon Tenant paying the above specified rental and performing and complying with all the terms, conditions and covenants aforesaid, Tenant shall and may peacefully have, hold and enjoy the premises for the term aforesaid.

22. **NUISANCE:** The Tenant shall not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of the Landlord, any tenant or any invitee in the building in which the Leased Premises are located.

23. **WAIVER OF TRIAL BY JURY:** The Landlord and the Tenant hereby waive trial by jury in any action or proceeding brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, the Tenant's use or occupation of the premises, and/or any claim of injury or damage.

24. **LIABILITY FOR ATTORNEYS' FEES:** In the event of a breach of the terms of this Lease on the part of either party, the breaching party shall pay to the other party costs and reasonable attorneys' fees.

25. **TIME OF THE ESSENCE:** Time is of the essence of each and every provision, covenant and condition contained and on the part of the Lessee or Lessor to be done and performed.

26. **BINDING EFFECT:** The covenants and conditions herein contained, subject to the provisions as to assignment, shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties to this Lease; and all of the parties to this Lease shall be jointly and severally liable under this Lease.

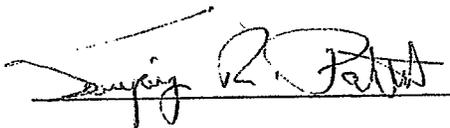
27. **Multiple Counterparts:** This agreement may be executed with any number of counterpart signature pages, when all counterpart signature pages are combined with the real estate purchase agreement, the agreement will for all purposes, be deemed to be an original.

Executed in multiple originals effective June \_\_\_\_, 2018.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease agreement the day and year first above written.

**LESSOR: 1101 Avery Ave., LLC**

**LESSEE: Green Front Market, Inc.**

  
\_\_\_\_\_

  
\_\_\_\_\_

By: Sanjay Patel - Member

By: Sadeel S. Mohamed

STATE OF NEW YORK )  
COUNTY OF ONONDAGA )ss.:

On the 18 day of June, in the year 2018, before me, a notary public in and for said State, the undersigned, personally appeared **Sanjay Patel**, to me personally known, and proved to me on the basis of satisfactory evidence to be a Member of **1101 Avery Ave., LLC**, the LLC described in and on whose behalf he/she executed the foregoing instrument as Member of said company, whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument as Member of **1101 Avery Ave., LLC**, pursuant to authority in his/her vested.



  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ONONDAGA )ss.:

On the \_\_\_ day of June, in the year 2018, before me, a notary public in and for said State, the undersigned, personally appeared Sadeel S. Mohamed, to me personally known, and proved to me on the basis of satisfactory evidence to be the Member of **Green Front Market, Inc.**, the Corporation described in and on whose behalf she executed the foregoing instrument as Officer of said Corporation,

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument as Member of **Green Front Market, Inc.**, pursuant to authority in his/her vested.



*Sarah F. Dancks Smith*  
Notary Public



# EXISTING AERIAL VIEW



**EXISTING RETAIL STORE**  
 1101 AVERY AVENUE  
 SYRACUSE, NEW YORK 13204

## GENERAL INFORMATION

**ZONING DISTRICT:** RESIDENTIAL DISTRICT, RA-1  
*(ZONING INFORMATION OBTAINED FROM ZONING ATLAS, MAP #5)*  
**EXISTING BUILDING AREA:** 3,782.56 S.F.  
**EXISTING SITE AREA:** 7,987.00 S.F. (.1834 acres)

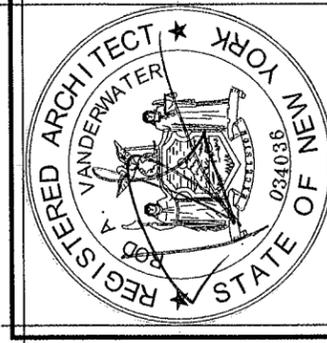
EXISTING ARCHITECTURAL SITE PLAN BOUNDARY INFORMATION, BUILDING LOCATIONS, SIZES AND OTHER INFORMATION SHOWN WAS OBTAINED FROM THE LOCATION SURVEY DATED 11-4-92 PREPARED BY RICHARD J. LIGHTON, LICENSED LAND SURVEYOR. GOOGLE MAPS AND INFORMATION SUPPLIED TO US VIA THE CURRENT BUILDING AND LAND OWNER.

ALL EXISTING DIMENSIONS AND CONDITIONS SHOWN ON THIS DRAWING CURRENTLY EXIST BASED ON THE INFORMATION PROVIDED TO THE ARCHITECT. ALL EXISTING CONDITION WILL NEED TO BE FIELD VERIFIED BY THE ARCHITECT OR ANOTHER LICENSED DESIGN PROFESSIONAL PRIOR TO ANY ALTERATIONS.

## DRAWING INDEX

SHEET No.	SHEET DESCRIPTION
G-001	COVER SHET, AERIAL MAP, GENERAL INFORMATION
C-100	EXISTING SURVEY
AS-100	EXISTING CONDITIONS ARCHITECTURAL SITE PLAN
A-110	EXISTING CONDITIONS FLOOR PLAN

ISSUED FOR PLANNING / ZONING REVIEW  
 NOT FOR CONSTRUCTION - 09-18-2018



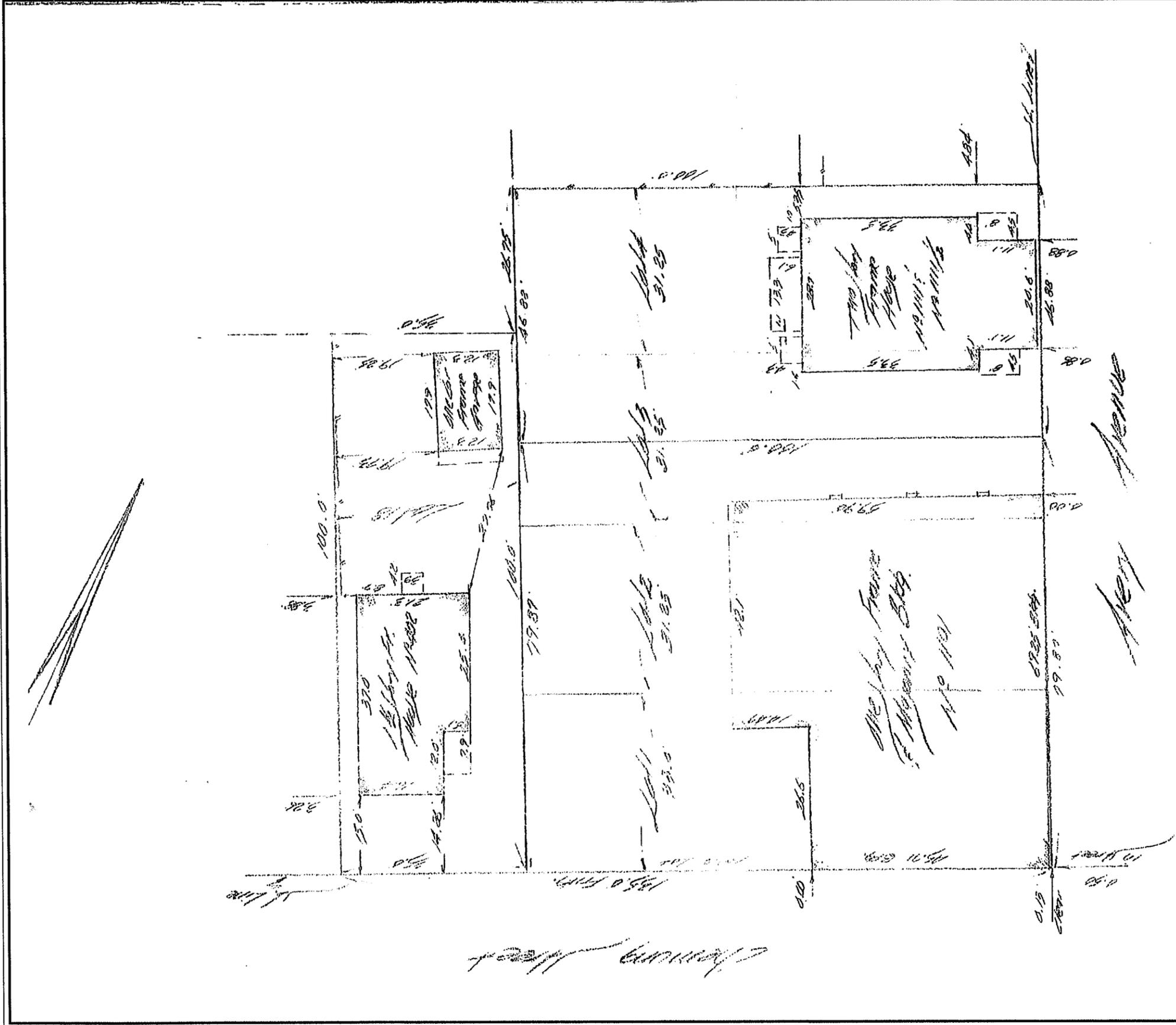
**RAV**  
**ARCHITECT P.C.**  
 ROD A. VANDERWATER  
 ARCHITECT, P.C.  
 7515 Morgan Road, Liverpool, NY 13090  
 (315) 415-5175, rwater@redlead.com

Drawing Title  
**Cover Sheet, Aerial Map, General Information**

Existing Conditions Survey For:  
**Green Front Market, Inc.**  
 1101 Avery Avenue  
 Syracuse, New York 13204

Scale	As Noted
Drawn	LEK
Checked	RAV
Date	09-17-2018
Job No.	18-172

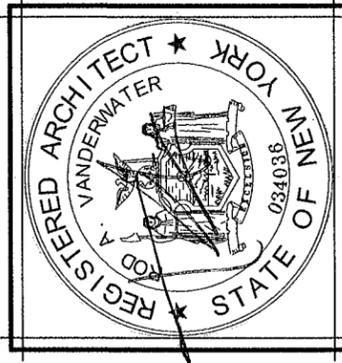
G-001



I HEREBY CERTIFY THAT THIS MAP WAS MADE FROM AN ACCURATE SURVEY AND IS CORRECT  
 R. J. [Signature]  
 LICENSED SURVEYOR  
 NYSLS 45373  
 STATE OF NEW YORK  
 LOCATION SURVEY ON LOTS 1, 2, 3, 4, & 18 OF SUBDIVISION 1112 ON FARM LOT 143 \* Salt Springs Reservation \* Known as No. 1101-1111 1/2 Avery Avenue, & 402 Chemung Street, City of Syracuse, County of Onondaga, State of New York.  
 DRAWN BY: R.J.L. SCALE: 1"=20' DATE: 11-4-92  
 REVISIONS

ISSUED FOR PLANNING / ZONING REVIEW  
 NOT FOR CONSTRUCTION - 09-18-2018

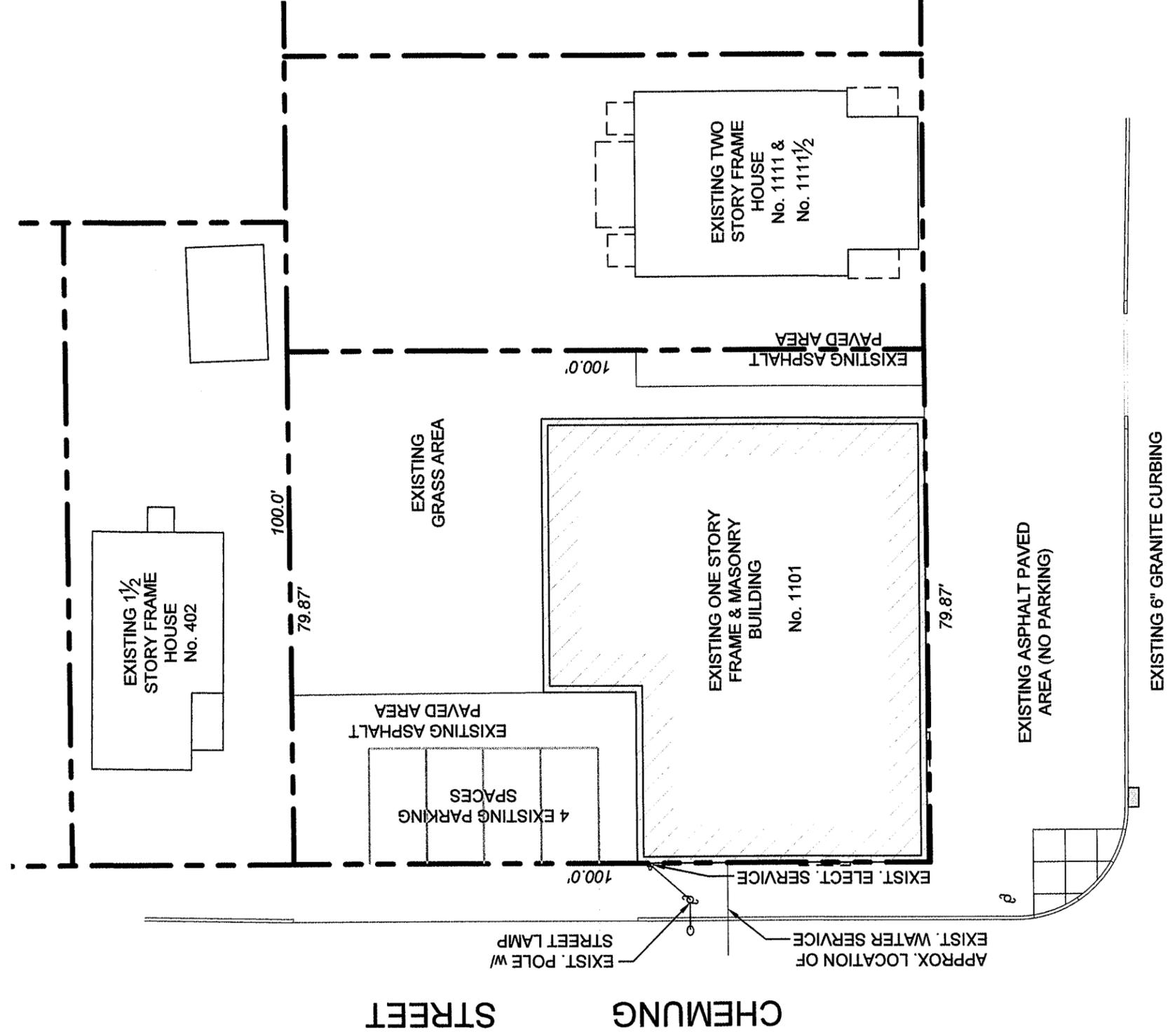
**RAW**  
**ARCHITECT P.C.**  
 ROD A. VANDERWATER  
 ARCHITECT, P.C.  
 7515 Morgan Road, Liverpool, NY 13090  
 (315) 415-5175 [rvater@cdtcead.com](mailto:rvater@cdtcead.com)



Drawing Title: Existing Survey  
 Existing Conditions Survey For:  
**Green Front Market, Inc.**  
 1101 Avery Avenue  
 Syracuse, New York 13204

Scale	As Noted
Drawn	LEK
Checked	RAV
Date	09-17-2018
Job No.	18-172

C-100

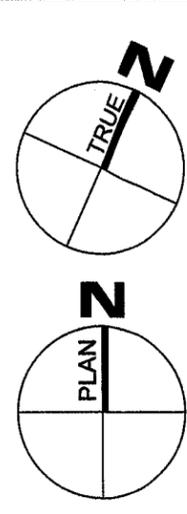


1

SCALE: 1" = 20'-0"

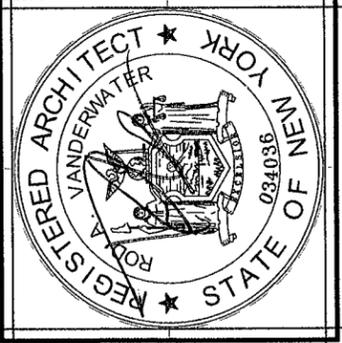
**EXISTING CONDITIONS ARCHITECTURAL SITE PLAN**

**NORTH ARROW**



ISSUED FOR PLANNING / ZONING REVIEW  
NOT FOR CONSTRUCTION - 09-18-2018

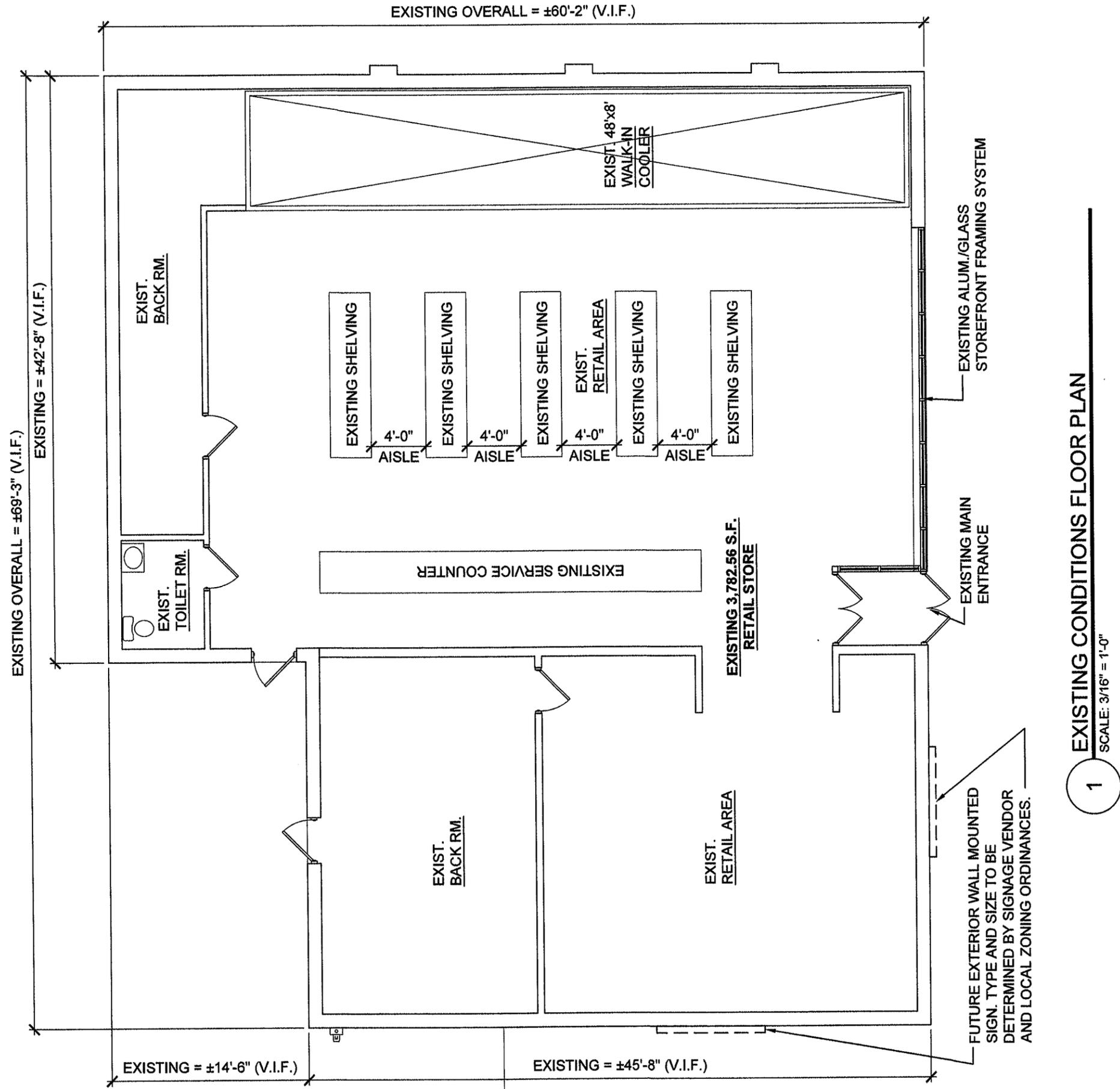
**RAV**  
ARCHITECT P.C.  
ROD A. VANDERWATER  
ARCHITECT, P.C.  
7515 Morgan Road, Liverpool, NY 13090  
(315) 415-5175 [water@cdtcad.com](mailto:water@cdtcad.com)



Drawing Title  
**Existing Conditions Architectural Site Plan**

Existing Conditions Survey For:  
**Green Front Market, Inc.**  
1101 Avery Avenue  
Syracuse, New York 13204

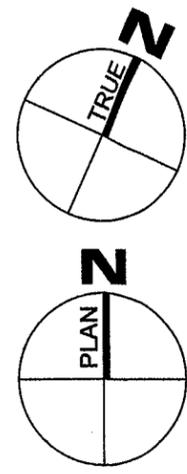
Scale	As Noted
Drawn	LEK
Checked	RAV
Date	09-17-2018
Job No.	18-172
<b>AS-100</b>	



1 **EXISTING CONDITIONS FLOOR PLAN**

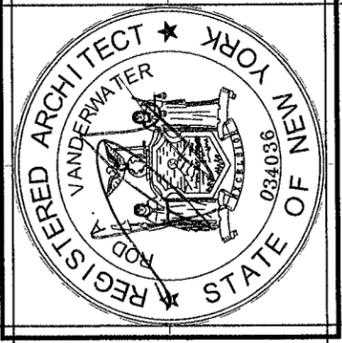
SCALE: 3/16" = 1'-0"

**NORTH ARROW**



ISSUED FOR PLANNING / ZONING REVIEW  
NOT FOR CONSTRUCTION - 09-18-2018

**RAV**  
ARCHITECT P.C.  
ROD A. VANDERWATER  
ARCHITECT, P.C.  
7515 Morgan Road, Liverpool, NY 13090  
(315) 415-5175 rwater@cdtcad.com



Drawing Title  
**Existing Conditions Floor Plan**

Existing Conditions Survey For:  
**Green Front Market, Inc.**  
1101 Avery Avenue  
Syracuse, New York 13204

Scale	As Noted
Drawn	LEK
Checked	RAV
Date	09-17-2018
Job No.	18-172

**A-110**