



RECEIVED
Town of Cheshire
JAN 21 2020

Planning Dept

January 21, 2021

Planning and Zoning Commission
84 South Main Street
Cheshire, CT 06410



ORIGINAL

**Re: Nosal Properties of South Main Street, LLC
Special Permit Application
944 South Main Street for a Restaurant with a Drive-Thru**

Dear Commission Members:

The applicant, Nosal Properties of South Main Street, LLC, is proposing to build a Starbucks Coffee Shop, with a drive thru, pursuant to Section 30, Schedule B, Paragraph 40a of the Town's Zoning Regulations. The restaurant with a drive thru is a use allowed in the C-3 zone subject to a Special Permit approval as set forth in Section 40 of the Zoning Regulations.

The Applicant is proposing to utilize Footnote 6 of Section 32, Schedule B, Dimensional Requirements (copy attached). This section allows the treatment of adjacent commercial properties to be considered as a single project relaxing certain requirements such as setbacks between the properties and parking.

944 South Main Street is subject to and the beneficiary of a Reciprocal Easement Agreement with the adjacent properties to the north known as 922 South Main. A copy of the Agreement has been provided with the application and attached areas.

Specifically, the site plan for the new building at 944 South Main on the north side shows a section to be used for service of drive thru customers and a canopy protruding over the drive thru car lane. These features are customary to drive thru facilities. The proposed setback is 8.50 feet where 15.00 feet is required - a difference of 6.50 feet.

The Reciprocal Easement Agreement allows for the properties at 922 and 944 South Main being treated as a single project for both to have access to South Main Street at the existing traffic signal thereby allowing for the elimination of a curb cut on South Main Street and a sharing of parking spaces.

Except for the proposed reduced setback, the application meets all other requirement of the Regulations and satisfies the considerations required of the Commission for approval of the waiver pursuant to Footnote 6 as follows:

FAZZONE RYAN
& RICCIUTI, LLC
LAW OFFICES

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Page 2

- a) The combined parcels allow for better traffic circulation and access to South Main Street;
- b) The height and floor area of the proposed building conform to all other regulations and are consistent with adjacent buildings;
- c) There are no accessory buildings;
- d) The location of signs, lighting, and landscaping are consistent with the surrounding properties; and
- e) The proposed building and its use are an improvement to the area and pursuant to the requirements of Footnote 6 all Street Line, Frontage, and Rear Line requirements are met. The request affects only an interior line between 922 and 944 South Main and the area in question is entirely on the applicant's property at 944 South Main.

Very truly yours,

FAZZONE RYAN & RICCIUTI, LLC



Anthony J. Fazzone

AJF/vlc

Enclosure

E-mail: afazzone@fazzoneryan.com

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SECTION 32, SCHEDULE B

DIMENSIONAL REQUIREMENTS

ZONE	R-80	R-40	R-20	R-20A**	C-1	C-2	C-3	I-1	I-2
Minimum Lot Area-Sq. Ft.	80,000	40,000	20,000	20,000	20,000	20,000	20,000	40,000 ⁶	40,000 ⁶
Minimum Lot Width	200'	200'	100'	100'	100'	100'	100'	200'	200' ⁷
Minimum Lot Frontage	50'	50'	50'	50'	50'	50'	50'	60'	60'
Minimum Setback From Street Line	40'	40'	40'	40'	40'	50'	50'	50'	50' ⁷
Minimum Setback From Side Line	40'	30'	12'	12'	15'	15'	15'	30'	30' ⁷
Minimum Setback From Rear Line	40'	40'	30'	30'	40'	40'	40'	40'	40' ⁷
Minimum Setback From Res. Dist. Boundary Line	-----	-----	-----	-----	40'	40'	40'	50'	50'
Maximum Height Of Structure	40'	40'	40'	40'	40'	40'	40'	50'*	50'*
Maximum Lot Coverage	10%	10%	15%	35%*	20%	20%	20%	35% ⁶	35% ⁶
Minimum Lot Area Per dwelling Unit	80,000	40,000	20,000	20,000	20,000	20,000	20,000	20,000	40,000

See additional information on next page

SECTION 32 SCHEDULE B DIMENSIONAL REQUIREMENTS

FOOTNOTES

1. Dwelling constructed after the effective date of these Regulations under paragraphs 1 through 4 of Section 30, Schedule A, containing less than two garage spaces per unit, shall increase the appropriate setback requirement, as determined by the Zoning Enforcement Officer, by a minimum of 11 feet for each garage space less than 2 per unit.

*2. Maximum height of structure may be up to 65 feet but only if all setback requirements are increased by 2 feet for each 1 foot of structure height over 50 feet.

3.¹ On a corner lot, or a lot fronting on more than one street, setback requirements from both street lines shall be maintained. The owner shall designate one line, not a street line, to be the rear line. This line shall be the line opposite the front door, if practical. Once such line is designated, it shall thereafter be the rear line and shall not be changed. The remaining line shall be considered a side line, and shall meet the applicable side line setback requirements for that zone.

**4.² Parking shall be located in the rear of the building wherever possible and the building shall be residential in character.

Single family residences in the R-20A zone shall not exceed 15% lot coverage.

5.³ The easement line of an “unobstructed easement of access” shall not be considered a “street line” for purposes of this section.

6.⁴ The Planning and Zoning Commission may modify the requirements of Section 32, Schedule B and Section 33 in whole or in part where a proposed industrial or commercial development involves multiple properties and is to be maintained as a single project. Any such modification shall only be granted by Special Permit in accordance with Section 40 of these regulations. The modifications under this paragraph may include the following:

- a. Waiving the setback requirements *between* the properties;
- b. Treating the entire site as a unit in determining minimum lot area, width or frontage, maximum lot coverage and the parking requirements of Section 33.

This paragraph does not permit the waiving of maximum structure heights or maximum lot coverage, nor the setback requirements for the entire perimeter of the site treated as a unit.

In considering such change, the Commission shall be guided by the following:

- a. Traffic circulation and access management including the location amount and access to parking, traffic load or possible circulation problems on existing streets.
- b. The height and floor area of buildings in relation to other structures in the vicinity.
- c. The location of main and accessory buildings in relation to one another.
- d. Location of signs and lighting, loading zones, and landscaping.
- e. Safeguards to protect adjacent property and the neighborhood in general from detriment.

7.⁵ The height for active municipal recreational facilities may be increased to a maximum of 60 feet, provided there are 2 feet of additional setback for every 1 foot of additional height. Any such modification shall only be granted by Special Permit in accordance with Section 40 of these regulations.

8.⁶ Minimum Lot Area-Sq. I-2 zone and Maximum lot coverage in Industrial I-1 and I-2 zones.

9.⁷ Minimum Lot Width, Street Line Setback and Side and Rear Line Setbacks in I-2 zone.

¹ Amendment effective August 31, 1979.

² Amendment effective September 27, 1985.

³ Amendment effective January 27, 1989.

⁴ Amendment effective March 2, 2007

⁵ Amendment effective August 1, 2014.

⁶ Amendment effective May 12, 2017.

⁷ Amendment effective June 1, 2018

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("Agreement") is made and entered into this 9th day of July, 2018 by and between Barbato Realty, LLC with an address of 922 South Main Street, Cheshire, CT ("Barbato") and 944 South Main Street Associates LLC and Marano Cheshire, LLC, with an address of 944 South Main Street, Cheshire, CT ("944 and Marano") ("944 and Marano" and "Barbato" are hereinafter referred to collectively as the "Parties" and individually as a "Party").

P R E A M B L E:

WHEREAS, Barbato is the owner of that parcel identified in the office of the Tax Assessor of the Town of Cheshire as Assessor's Plat 78, Lots 157 and 158, also known as 922 South Main Street, Cheshire, CT (the "Barbato Property"); and reflected on EXHIBIT A attached hereto and made a part hereof (the "Plan");

WHEREAS, 944 and Marano are the owners of that property identified in the office of the Tax Assessor of the Town of Cheshire as Assessor's Plat Map 78, Lot 159, also known as 944 South Main Street, Cheshire, CT (the "944 and Marano Property"); and reflected on the Plan;

WHEREAS, the Parties desire to set forth the terms and conditions pursuant to which each Party shall allow pedestrian and vehicular access for customers, patrons, invitees, tenants, subtenants and employees of the other Party across portions of the Barbato Property and the 944 and Marano Property, as the case may be, identified as "Access Easement to Lot 159" (the "Barbato Easement Area") and "Access Easement to Rite Aid" (the "944 and Marano Easement Area") on the Plan (the Barbato Easement Area and the 944 and Marano Easement Area are hereinafter referred to collectively as the "Easement Areas" and individually as an "Easement Area") pursuant to the terms and conditions contained herein.

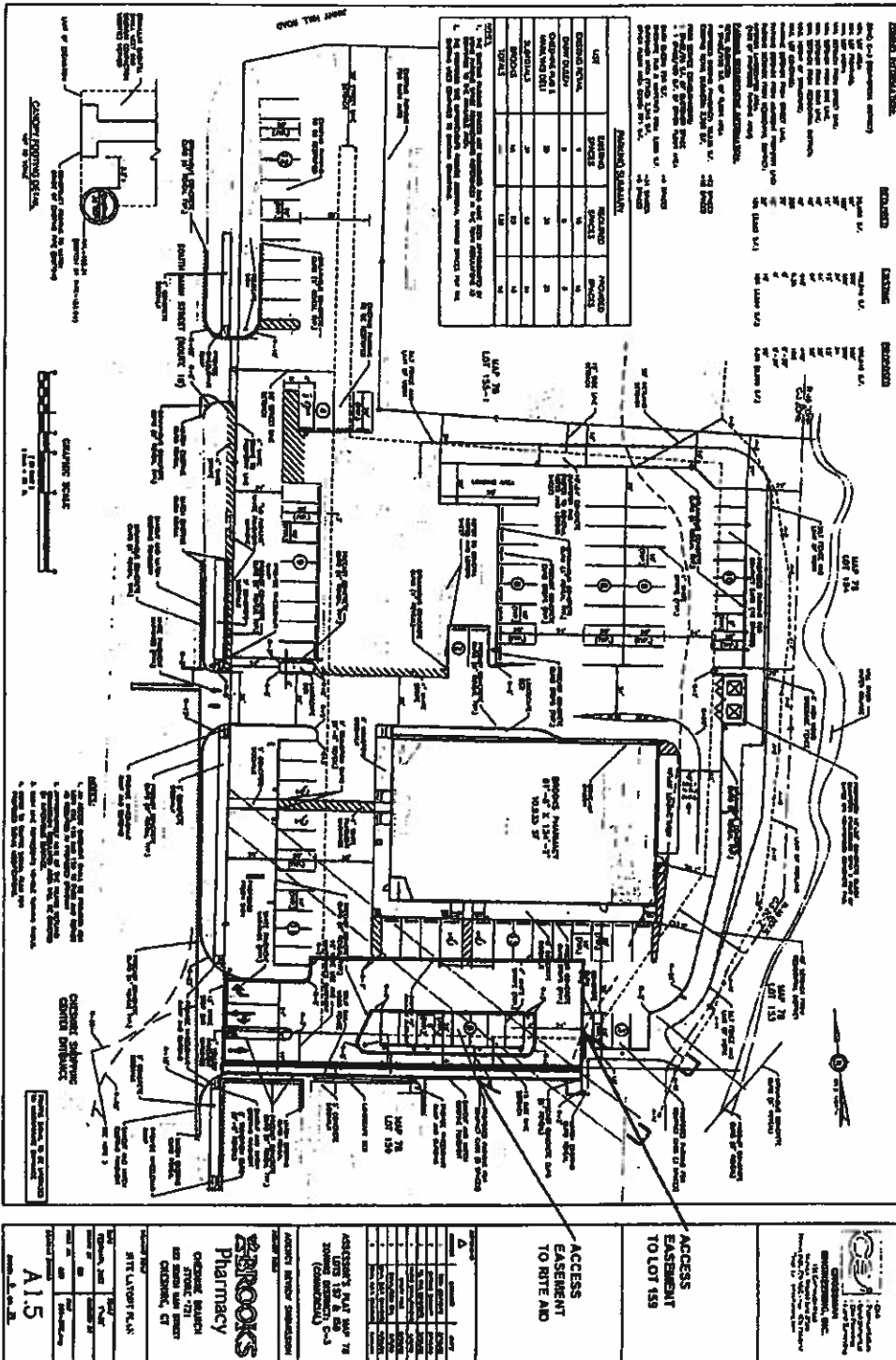
NOW, THEREFORE, for good and adequate consideration between and among the Parties, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby declare and encumber the Easement Areas with the easements set forth herein as follows:

1. **Easements.**

(a) Barbato hereby grants, conveys and declares to 944 and Marano, and its successors and assigns, for their use and the use of their officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, business invitees, licensees, tenants, subtenants and concessionaires (collectively, the "944 and Marano Group"), (i) the non-exclusive, perpetual right, license and easement over through and across the Barbato Easement Area for the sole purpose of pedestrian and vehicular ingress and egress to and from the 944 and Marano Property; and (ii) the non-exclusive right, license and easement to use the eight (8) parking spaces designated as "Proposed Parking for Compact Cars" on the Plan. Such easement,

CONVEYANCE TAX RECEIVED
STATE \$ 0.00
LOCAL \$ 0.00
Laura Brennan
Cheshire Town Clerk

Exhibit A



RECEIVED FOR RECORD
JUL 25, 2018 10:46 AM
Laura Brennan, Town Clerk
Cheshire, CT

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("Agreement") is made and entered into this 9th day of July, 2018 by and between Barbato Realty, LLC with an address of 922 South Main Street, Cheshire, CT ("Barbato") and 944 South Main Street Associates LLC and Marano Cheshire, LLC, with an address of 944 South Main Street, Cheshire, CT ("944 and Marano") ("944 and Marano" and "Barbato" are hereinafter referred to collectively as the "Parties" and individually as a "Party").

P R E A M B L E:

WHEREAS, Barbato is the owner of that parcel identified in the office of the Tax Assessor of the Town of Cheshire as Assessor's Plat 78, Lots 157 and 158, also known as 922 South Main Street, Cheshire, CT (the "Barbato Property"); and reflected on EXHIBIT A attached hereto and made a part hereof (the "Plan");

WHEREAS, 944 and Marano are the owners of that property identified in the office of the Tax Assessor of the Town of Cheshire as Assessor's Plat Map 78, Lot 159, also known as 944 South Main Street, Cheshire, CT (the "944 and Marano Property"); and reflected on the Plan;

WHEREAS, the Parties desire to set forth the terms and conditions pursuant to which each Party shall allow pedestrian and vehicular access for customers, patrons, invitees, tenants, subtenants and employees of the other Party across portions of the Barbato Property and the 944 and Marano Property, as the case may be, identified as "Access Easement to Lot 159" (the "Barbato Easement Area") and "Access Easement to Rite Aid" (the "944 and Marano Easement Area") on the Plan (the Barbato Easement Area and the 944 and Marano Easement Area are hereinafter referred to collectively as the "Easement Areas" and individually as an "Easement Area") pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and adequate consideration between and among the Parties, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby declare and encumber the Easement Areas with the easements set forth herein as follows:

1. Easements.

(a) Barbato hereby grants, conveys and declares to 944 and Marano, and its successors and assigns, for their use and the use of their officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, business invitees, licensees, tenants, subtenants and concessionaires (collectively, the "944 and Marano Group"), (i) the non-exclusive, perpetual right, license and easement over through and across the Barbato Easement Area for the sole purpose of pedestrian and vehicular ingress and egress to and from the 944 and Marano Property; and (ii) the non-exclusive right, license and easement to use the eight (8) parking spaces designated as "Proposed Parking for Compact Cars" on the Plan. Such easement,

right and license shall be subject to the reservations, conditions and restrictions set forth in this Section 1 as well as all other provisions set forth herein.

(b) 944 and Marano hereby grants, conveys and declares to Barbato, and its successors and assigns, for their use and the use of their officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, business invitees, licensees, tenants, subtenants and concessionaires (collectively, the "Barbato Group"), the non-exclusive, perpetual right, license and easement over through and across the 944 and Marano Easement Area for the sole purposes of pedestrian and vehicular ingress and egress to and from the Barbato Property. Such easement, right and license shall be subject to the reservations, conditions and restrictions set forth in this Section 1 as well as all other provisions set forth herein. The Barbato Group and the 944 and Marano Group are hereinafter referred to collectively as the "Permitted Parties").

(c) The easements, rights and licenses granted hereunder are subject to the following reservations, conditions and restrictions:

(i) Except as expressly otherwise provided, no fence or obstruction or change of grade or other barrier shall be erected or permitted, nor shall any act be committed which would prevent, obstruct or interfere with the Permitted Parties' use of the Easement Areas as set forth herein without prior written approval of both Parties.

(ii) A Party exercising its rights hereunder for its behalf or on the behalf of any of the Permitted Parties shall assure that no activities occur in the Easement Area owned by the other Party which results in obnoxious odors, loud noises or other nuisances which are inconsistent with the operation of first class retail shopping, however, in no event shall drive-thru speakers or odors produced in the ordinary operation of a retail drug store or banking services provider be in violation of this prohibition.

(iii) The Parties hereto agree to negotiate in good faith the expansion, adjustment, limitation and amendment of this Easement in order to continue to fulfill and achieve the mutually agreed upon goals and objectives of the Parties as reflected herein, subject to all applicable site plan requirements previously obtained from the Town of Cheshire relative to the initial development of the Barbato Property and its continued use in accordance therewith, and such State of Connecticut regulations, including such restrictions and mandates imposed by the Connecticut Department of Transportation that pertain to state roads and highways.

The parties expressly acknowledge that the primary purpose and objective of this Easement Agreement is the continued use by both Parties of Easement Areas and the existing traffic control signal, and any replacement thereof, at its present location, relative to ingress into the respective properties of the Parties and egress to South Main Street, also known as Connecticut Route 10, Cheshire, Connecticut, to accommodate the orderly and safe flow of pedestrian and vehicular traffic thereon, and the neat and aesthetically pleasing appearance of the properties in the Easement Areas.

(d) Property Restrictions.

(i) 944 and Marano acknowledges that the Barbato Property is subject to a lease agreement (the "Rite Aid Lease") dated November 30, 2001, between Barbato Realty, LLC, as successor, and Maxi Drug, Inc. ("Rite Aid"), for the use and occupancy of the Barbato Property (the "Rite Aid Parcel"). 944 and Marano hereby agree the 944 and Marano Property, shall not be used for any store, business, trade or profession which (i) during the term of the Rite Aid Lease so long as the Rite Aid Parcel is being operated by Rite Aid or its successors and/or assigns as a pharmacy: (a) requires or has a license or permit to conduct a pharmacy or which employs or is required to employ a registered or licensed pharmacist, or (b) is called, labeled, named or commonly known or referred to as a drug store, pharmacy or apothecary; (ii) until May 31, 2042: (a) sells health aids (including without limitation, over the counter medications, vitamin supplements, mineral supplements and medical equipment), or (b) sells beauty aids (including without limitation, hair care products and cosmetics), or (c) sells cigarettes, tobacco products, candy products, greeting cards, photo supplies, and /or photo processing services.

(ii) Subject to the limitations set forth below in Section 1(d) (iv), Barbato hereby agrees that up through May 31, 2042, the Barbato Property shall not be occupied and/or used for, by or as: (i) an investment bank, commercial bank, retail bank, savings bank, savings and loan association, credit union, mortgage bank or for any other banking services; (ii) a stock brokerage firm; (iii) a mortgage brokerage firm; (iv) a finance company, mortgage company or any other institution that lends money; (v) insurance brokerage; (vi) a financial services provider or the sale of any financial products other than as an ancillary use; or (vii) the operation of any safe deposit boxes and/or night deposit boxes. Notwithstanding the foregoing, the Barbato Property shall be permitted to house ATM services.

(iii) Subject to the limitations set forth below in Section 1(d) (iv), the parties hereby mutually agree that up through May 31, 2042, neither property shall be used for or as (i) any operation, activity or business that: (A) is a public or private nuisance; (B) creates unusual fire, explosive or other hazards; (C) consists primarily of warehousing; (ii) a catering hall; (iii) an off-track betting parlor; (iv) a bar (excepting herefrom a restaurant or eatery that sells alcoholic beverages); (v) a night club; (vi) a discotheque; (vii) an amusement arcade or game room or amusement center; (viii) a billiard parlor; (ix) a funeral parlor; (x) a so called "flea market"; (xi) any business primarily engaged in the sale, distribution or exhibition of indecent literature or an adult bookstore; (xii) a so called "head shop"; - (xiii) a massage parlor; or (ix) is a so-called "close-out", "job-lot", "salvaged", or "damaged" merchandise store.

(iv) The restrictions set forth above in Section 1(d) (ii) and Section 1(d) (iii) shall affect the 944 and Marano Property and only that portion of the Barbato Property on which a Rite Aid drug store is currently operating, pursuant to the Rite Aid Lease. The remainder of the Barbato Property shall not be affected by such restrictions.

(v) The 944 and Marano Group's non-exclusive right, license and easement to use the eight (8) parking spaces designated as "Proposed Parking for Compact Cars" on the Plan as set forth above in Section 1(a) (ii) shall extend without interruption through May 31, 2042, and shall

continue thereafter until such time as (i) a site plan reconfiguration of the Barbato Property, approved by the Town of Cheshire, eliminates such parking spaces, or (ii) the Town of Cheshire requires the termination of the use of such parking due to the then existing or proposed use of the building in which the Rite Aid Store is currently operating, whichever event occurs sooner.

2. Maintenance of Easement Areas. Each Party agrees to maintain and repair the Easement Area owned by such Party in substantially the same condition and repair as exists on the date of this Easement, such maintenance and repair including, without limitation, maintaining paving, curbing and lighting of the Easement Area; restriping and maintaining the surface in level and evenly covered condition of the type of surfacing generally installed and maintained for retail use; removing all ice, snow and other accumulations, mud and sand, debris and refuse and thoroughly sweeping the Easement Area to the extent reasonably necessary to keep the Easement Area clean and in orderly condition to allow the exercise of the rights granted hereunder.

3. Insurance. Each of the Parties on behalf of themselves and their respective successors and assigns, agrees to maintain with respect to the Easement Area owned by such Party, a policy or policies of public liability insurance in amounts reasonably commercially acceptable and appropriate for properties in similar locations and used for similar purposes, such insurance to be in such amounts and with respect to injuries to any one person, injuries suffered in any one accident, or damage to property, or any combined single limit policies as deemed necessary, desirable and appropriate by standard customary practices in the State of Connecticut.

4. Taxes and Assessments. Each of the Parties agrees to pay, as and when due, any and all municipal, state or federal real property taxes and assessments, charges, fees and liens, if any, due and owing with respect to the Easement Area owned by them.

5. Not a Public Dedication. Nothing herein shall be deemed to be a gift or dedication of any portion of the Easement Areas, Plan or any land therein to the general public, the Town of Cheshire, Connecticut or for any other public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party nor should any third party be deemed to be a beneficiary of any of the provisions contained herein except as otherwise specifically stated herein to the contrary.

6. Covenants Running With the Land. Each of the foregoing provisions, terms and obligations shall constitute covenants running with the land, and each such provision, term or obligation shall run in perpetuity, except as limited herein; and any violation or breach of any such provisions, terms, obligations or covenants may be enjoined, abated or remedied by appropriate proceedings at the instance of either Party, their successors, assigns, or lessees, and the costs of such proceedings, together with damages and reasonable attorneys' fees shall be borne and paid by the unsuccessful Party or Parties in any such litigation.

7. Mutual Indemnity. Each Party (the "Indemnifying Party") shall indemnify and hold the other Party, its officers, directors, employees, agents, tenants, subtenants, successors and assigns (collectively the "Indemnified Parties"), harmless from and against any losses, costs, damages, liabilities or expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by any of the Indemnified Parties caused by, as a result of or arising out of the

negligence, gross negligence or wrongful willful conduct of the Indemnifying Party or any of the Indemnifying Party's Permitted Persons in connection with the exercise of a Party's rights under this Easement or the performance or non-performance of a Party's obligations hereunder.

8. Enforcement. Each of the rights created hereunder may be enforceable in a court of law or equity by (i) either Party, their respective successors, assigns, and/or lessees, and (ii) any mortgagee of either the Barbato Property or the 944 and Marano Property. In the event of a breach or threatened breach of this Agreement, any of the above referenced parties shall be entitled to institute proceedings for full and adequate relief at law or in equity from the consequences of such breach or threatened breach, including without limitation, the right to file a lawsuit and obtain a judgment or other relief against a defaulting party for damages, specific performance and/or injunctive relief.

9. Default. Any Party, including the lessees of such Party, failing to fulfill its obligations pursuant to the terms and conditions herein shall be in default of such obligations if it fails to cure such failure within 30 days after receiving notice from the other Party thereof, and if such failure is not cured within such period of time, then, in addition to any other rights or remedies available to the non-defaulting Party at law or in equity, the non-defaulting Party, including the lessee of such Party, may perform or correct such default on the defaulting Party's behalf and be entitled to reimbursement for such costs and expenses incurred in order to so perform or correct such default.

10. Binding Effect. The terms of this Easement and all rights and easements granted herein shall constitute covenants running with and be appurtenant to and run with the land effected thereby. All terms, rights and easements herein shall inure to the benefit of and be binding upon the Parties, their respective successors and assigns.

11. Waiver. The failure of any Party hereto at any time or times hereafter to exercise any right, power, privilege or remedy hereunder or to require strict performance by the other or another Party of any of the provisions, terms or conditions contained in this Easement shall not waive, affect, or diminish any right, power, privilege or remedy of such Party at any time or times thereafter to demand strict performance thereof; and no rights of any Party hereto shall be deemed to have been waived by any act or knowledge of such Party, or any of its Permitted Parties, unless such waiver is contained in an instrument in writing, signed by such Party. No waiver by any Party hereto of any of its rights on any one occasion shall operate as a waiver of any of its other rights or any of its rights on a future occasion.

12. Entire Understanding. This Easement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and merges any and all discussions, negotiations, letters of intent or agreements in principle between them. Neither of the Parties shall be bound by any conditions or understandings with respect to such subject matter other than as expressly provided herein, or as duly set forth on or subsequent to the date hereof in writing and signed by a duly authorized officer of the Party to be bound thereby.

13. Governing Law. This Easement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Connecticut and shall in all respects be

governed, construed, applied and enforced in accordance with the laws of said State, without reference to its conflict of laws principles.

*(The remainder of this page has intentionally been left blank.
Signature and acknowledgement pages to follow.)*

IN WITNESS WHEREOF, the Parties have executed this Easement, as of the date first written above.

BARBATO REALTY, LLC

Patricia M. Monnerat
Witness - Patricia M. Monnerat
Patricia M. Monnerat
Witness -

By: Joseph Barbato
Name: Joseph Barbato
Title: Member

944 SOUTH MAIN STREET ASSOCIATES LLC

Angela Serrano
Witness - Angela Serrano
Patricia M. Monnerat
Witness - Patricia M. Monnerat

By: Mark Iannone
Name: Mark Iannone
Title: Manager

MARANO CHESHIRE, LLC

Angela Serrano
Witness - Angela Serrano
Patricia M. Monnerat
Witness - Patricia M. Monnerat

By: John D. Marano
Name: John D. Marano
Title: Manager

STATE OF CONNECTICUT }
 }
COUNTY OF NEW HAVEN }

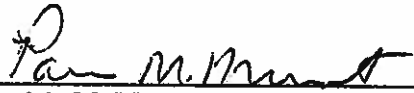
ss.: Hendon

In said County and State on the 9th day of July, 2018 before me personally appeared Joseph Barbato, member of Barbato Realty, LLC, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of Barbato Realty.

William W. Conardelle
NOTARY PUBLIC William W. Conardelle
My Commission Expires: _____
Commissioner of the Superior Court

STATE OF CONNECTICUT}
 }
COUNTY OF NEW HAVEN} ss.: Wolcott

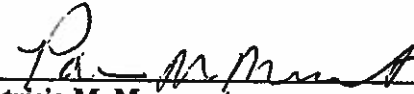
In said County and State on the 20th day of July, 2018 before me personally appeared Mark Iannone, manager of 944 South Main Street Associates LLC, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of 944 South Main Street Associates LLC



Patricia M. Monnerat
Notary Public
My commission expires November 30, 2018

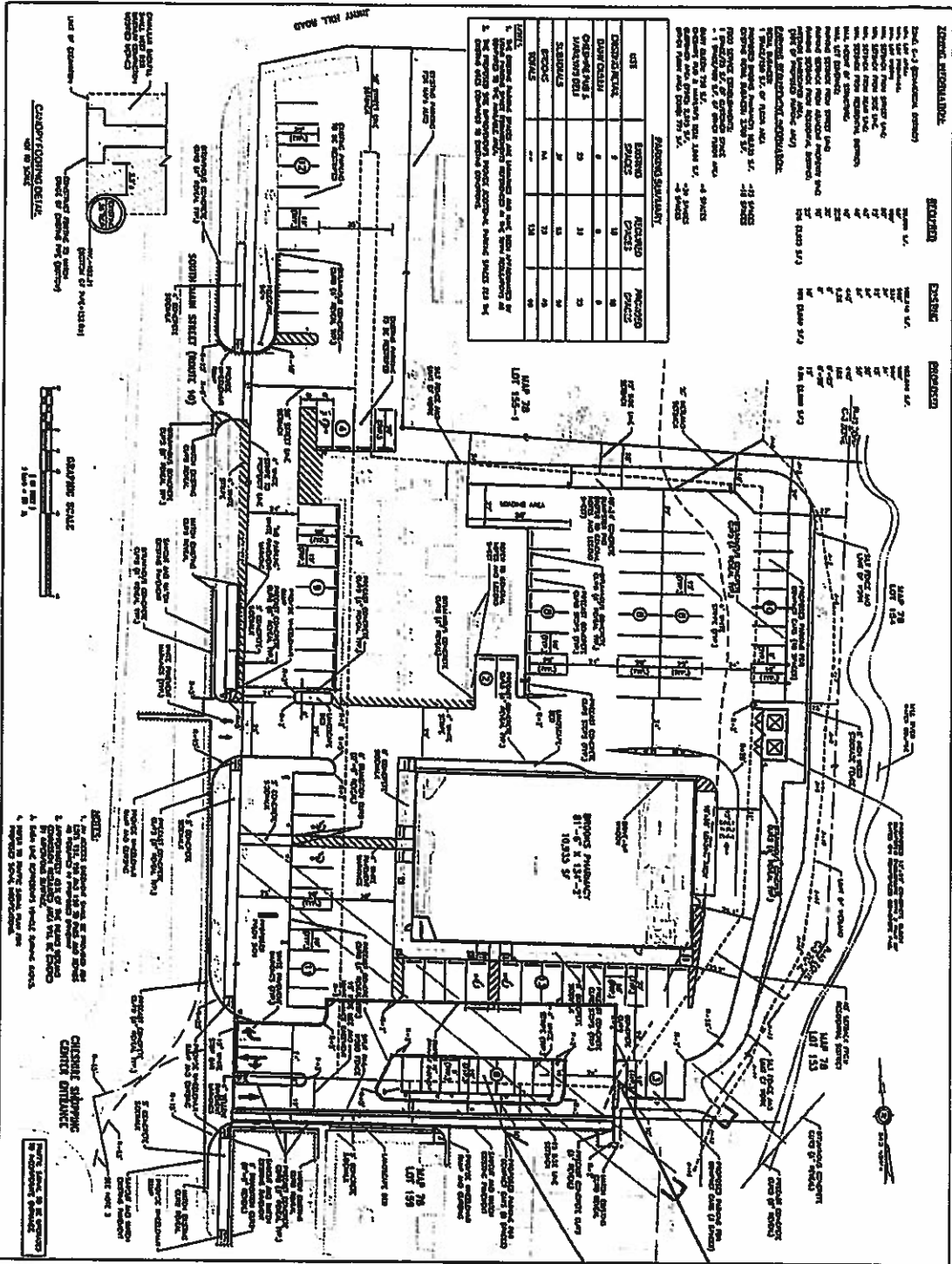
STATE OF CONNECTICUT}
 }
COUNTY OF NEW HAVEN} ss.: Wolcott

In said County and State on the 20th day of July, 2018 before me personally appeared John D. Marano, manager of Marano Cheshire, LLC, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of Marano Cheshire, LLC.



Patricia M. Monnerat
Notary Public
My commission expires November 30, 2018

Exhibit A



ZONING REGULATIONS

Section 16-3-3 (Residential, Medium Density) requires that all buildings be set back from the street frontage in accordance with the following minimum setbacks: Front: 10 feet; Side: 5 feet; Rear: 10 feet. The proposed building setbacks are: Front: 15 feet; Side: 5 feet; Rear: 10 feet. The proposed building setbacks are in compliance with the minimum setbacks required by the zoning regulations.

EXISTING

EXISTING BUILDING: 1,500 SQ. FT.
EXISTING DRIVEWAY: 1,000 SQ. FT.
EXISTING PAVING: 2,000 SQ. FT.

PROPOSED

PROPOSED BUILDING: 3,000 SQ. FT.
PROPOSED DRIVEWAY: 1,500 SQ. FT.
PROPOSED PAVING: 3,000 SQ. FT.

USE	EXISTING	PROPOSED	PROPOSED
DESCRIPTION	SQ. FT.	SQ. FT.	SQ. FT.
RESIDENTIAL	1,500	3,000	3,000
DRIVEWAY	1,000	1,500	1,500
PAVING	2,000	3,000	3,000
TOTAL	4,500	7,500	7,500

1. The proposed building setbacks are in compliance with the minimum setbacks required by the zoning regulations.

2. The proposed building setbacks are in compliance with the minimum setbacks required by the zoning regulations.

BRONKHOFF ENGINEERING & ARCHITECTURE
111 Commercial Street
Providence, Rhode Island 02903
Phone: 401-863-7700
Fax: 401-863-7701

ASSISTANT & REGISTERED ARCHITECT
111 COMMERCIAL STREET
PROVIDENCE, RHODE ISLAND 02903
(COMMERCIAL)

BRONKHOFF ENGINEERING & ARCHITECTURE
Pharmacy
CHESNUT BRANCH
803 STATE STREET
PROVIDENCE, RI 02903

**CHESNUT BRANCH
CENTRAL ENTRANCE**
803 STATE STREET
PROVIDENCE, RI 02903

BRONKHOFF ENGINEERING & ARCHITECTURE
111 Commercial Street
Providence, Rhode Island 02903
Phone: 401-863-7700
Fax: 401-863-7701

ASSISTANT & REGISTERED ARCHITECT
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