

AGENDA
GROTON ZONING COMMISSION
FEBRUARY 7, 2018 – 6:30 P.M.
TOWN HALL ANNEX – 134 GROTON LONG POINT ROAD
COMMUNITY ROOM 2

I. ROLL CALL

II. PUBLIC HEARING

1. Special Permit #356, 32 West Main Street, PIN 261918410043, WDD Zone. Proposal is to add outdoor seating with alcohol service and outdoor music to an existing restaurant. Review is per Sections 6.3 and 8.3 of the Zoning Regulations. (Dan Van Kruiningen, Applicant) (Mom Jerry & Jerry, LLC, Owner)*

III. CONSIDERATION OF PUBLIC HEARING

1. Special Permit #356, 32 West Main Street (Dan Van Kruiningen, Applicant) (Mom Jerry & Jerry, LLC, Owner)

IV. PUBLIC COMMUNICATIONS

V. APPROVAL OF MINUTES

1. January 31, 2018

VI. OLD BUSINESS

1. Commission Workshop - Zoning Regulations Rewrite Project**

VII. NEW BUSINESS

1. Report of Commission
2. Receipt of New Applications

VIII. REPORT OF CHAIRPERSON

IX. REPORT OF STAFF

X. ADJOURNMENT

* ENCLOSED

Next Special Meeting: February 21, 2018
Next Regular Meeting: March 7, 2018

** COMMISSION WORKSHOP – ORAL COMMENTS FROM THE PUBLIC WILL NOT BE TAKEN DURING THIS PORTION OF THE MEETING. PUBLIC COMMENTS MAY BE SUBMITTED IN WRITING AT THE WORKSHOP OR PROVIDED ORALLY TO THE COMMISSION DURING THE “PUBLIC COMMUNICATIONS” PORTION OF THIS MEETING. **



TOWN OF GROTON

PLANNING AND DEVELOPMENT SERVICES

JONATHAN J. REINER
DIRECTOR
JREINER@GROTON-CT.GOV

134 GROTON LONG POINT ROAD, GROTON, CONNECTICUT 06340
TELEPHONE (860) 446-5970 FAX (860) 448-4094
WWW.GROTON-CT.GOV

January 17, 2018

VIA EMAIL
Attention: Legal Ads
The Day
P.O. Box 1231
New London, Connecticut 06320

Please publish the following legal ad on January 26, 2018 and February 2, 2018:

TOWN OF GROTON
ZONING COMMISSION
NOTICE OF PUBLIC HEARING

Notice is hereby given that the following public hearing will be held on February 7, 2018 at 6:30 p.m. in Community Room 2, Town Hall Annex, 134 Groton Long Point Road, in said Town, to consider the following:

Special Permit #356, 32 West Main Street, PIN 261918410043, WDD Zone. Proposal is to add outdoor seating with alcohol service and outdoor music to an existing restaurant. Review is per Sections 6.3 and 8.3 of the Zoning Regulations. (Dan Van Kruiningen, Applicant)(Mom Jerry & Jerry, LLC, Owner).

Application is on file and available for public inspection during normal business hours at the Planning Department, 134 Groton Long Point Road. Dated this 26th day of January 2018 at Groton, Connecticut. (On second insertion please put "Dated this 2nd day of February 2018 at Groton, Connecticut".)

Susan Sutherland, Chairperson

Account #30384
P. O. # 17000327

If you have any questions, please do not hesitate to contact me at 446-5970.

Sincerely,


Jonathan J. Reiner, AICP

Director
JJR:dlg

Please note: this should run as a one-column ad without bolding or additional white space

"SUBMARINE CAPITAL OF THE WORLD"



E-MAILED

1/17/18

STAFF SUMMARY SHEET

| | |
|---|---|
| PROJECT NAME/LOCATION: SPEC #356 Chapter One Outdoor seating/music 32 West Main Street | |
| CAM: Exempt | |
| STAFF PLANNER: [r2] | SUMMARY DATE: 2/7/18 |
| TERMINAL ACTION DATE: 4/13/18 | PUBLIC HEARING CLOSED: |
| EXISTING LAND USE/ZONING: Rest/WDD | SITE AREA: 0.12 AC. SQ. FT. |
| SURROUNDING LAND USE/ZONING DISTRICT(S): | |
| North: Office/WDD South: Retail/WDD East: Retail/WDD West: Retail/WDD | |
| HISTORY: The site has been a restaurant with different names and ownership over the years. | |
| PROJECT DESCRIPTION: The applicant proposes to provide outdoor music and outdoor restaurant seating with 2 tables with 2 chairs per table along the front of the restaurant on West Main Street. The proposal is to separate patrons from sidewalk traffic by the use of ropes. Tables, chairs and ropes will be removed at the conclusion of food service for the day. Alcohol will be served as typical done at the existing restaurant. Outdoor speakers will be located underneath the existing canopy. | |
| LIST AGENCIES WITH OUTSTANDING COMMENTS: Other [] | |
| [] | [] [] [] |
| WAIVERS: None | |
| LAND USE/DEVELOPMENT ISSUES ANALYSIS: | |
| <ul style="list-style-type: none"> • The applicant has received a lease permit from the CT Department of Transportation to place tables within the right-of-way (Attached). This permit has several stipulations including space requirements for maintaining pedestrian movement, removal of tables and equipment at the end of the day, and limits to the square footage allowed. • The CT DOT lease permit removed a third table at the west side of the property to eliminate a 'pinch point' with an existing lamp post. • The applicant proposes outdoor seating from 10:00 am to 10:00 pm, Spring, Summer, and Fall as weather permits. Staff recommends that outdoor music also end at 10:00 pm, and that the restaurant's doors and windows remain closed after 10:00 pm to mitigate excess noise and music emanating from the interior (outdoor speakers request included in 'Attachment A' in the application). • The applicant states in 'Attachment A' that outdoor music levels will not to exceed 70dBA. According to industrial noise control company IAC Acoustics, 70dBA noise level is equivalent to a vacuum cleaner or indoor living room music (60dBA is equivalent to restaurant conversation and 80dBA is equivalent to a garbage disposal). • The extra outdoor seating would require less than 1 parking space. With the recent zoning change to allow a 50% reduction in the required parking for the WDD, this outdoor seating would not add any additional parking requirements to the current use. | |

- The Planning Commission reviewed the application on January 23, 2018 and has concerns regarding the proposed outdoor speakers and music volume at the restaurant.

ATTACH ANY RECOMMENDED ACTION, INCLUDING MODIFICATIONS AND/OR CONDITIONS AND TECHNICAL ITEMS.

Staff will have a recommendation at the meeting.

TOWN OF GROTON
LAND USE APPLICATION
PART ONE

PLEASE CHECK THE APPROPRIATE LINE(S) AND ATTACH THE REQUIRED APPLICATION(S):

| | |
|---|--------------------------------|
| SUBDIVISION OR RESUBDIVISION _____ | COASTAL SITE PLAN REVIEW _____ |
| SITE PLAN _____ | SPECIAL PERMIT <u> X </u> |
| ADMINISTRATIVE SITE PLAN _____ | ZONE CHANGE _____ |
| INLAND WETLANDS PERMIT _____ | REGULATION AMENDMENT _____ |
| INLAND WETLANDS PERMIT OR NON-REGULATED ACTIVITY _____ | VARIANCE/APPEAL _____ |
| | APPROVAL OF LOCATION _____ |

PROJECT DESCRIPTION: Outdoor seating in the form of two (2) cafe tables, with seating for two (2) persons each, for a total of four (4) outdoor dining seats on the State-owned sidewalk immediately outside the storefront for Chapter One restaurant. Tables will be placed outside in the Spring, Summer and early Fall as weather permits, between the hours of 10 am and 10 pm.

PROJECT NAME: Seasonal Outdoor Dining

STREET ADDRESS OF PROPERTY: 32 W. Main Street, Mystic, CT 06355

IF ADDRESS NOT AVAILABLE, LOCATION: _____

PARCEL IDENTIFICATION NUMBER: 261918410043 ACREAGE: 12 ZONING: WDD

CORRESPONDENCE WILL BE SENT TO PRIMARY APPLICANT AS CHECKED BELOW:

NAMES, ADDRESSES & TELEPHONE NUMBERS

APPLICANT: Dan Van Kruiningen of 32 Shewville Road, Old Mystic, CT 06372

EMAIL: danvank33@aol.com TELEPHONE: (860) 912-1111 FAX: _____

APPLICANT'S AGENT (IF ANY): _____

TELEPHONE: _____ FAX: _____

OWNER/TRUSTEE: Mom Jerry & Jerry, LLC, Carol Cooper Upright, Manager, c/o Peter V. Lathouris, Attorney, The Law Offices of Peter

V. Lathouris, LLC, 1100 Summer St., Stamford, CT 06905 TELEPHONE: (203) 359-2047 FAX: (203) 359-3251

ENGINEER/SURVEY OR / ARCHITECT: _____

TELEPHONE: _____ FAX: _____

- Note: 1) TO BE ACCEPTED BY THE PLANNING DIVISION, THIS ENTIRE APPLICATION MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH THE REQUIRED FEE(S) AND MAP(S) PREPARED IN ACCORDANCE WITH THE APPLICABLE REGULATIONS.
- 2) THE SUBMITTAL OF THIS APPLICATION CONSTITUTES THE PROPERTY OWNER'S PERMISSION FOR THE COMMISSION OR ITS STAFF TO ENTER THE PROPERTY FOR THE PURPOSE OF INSPECTION.
- 3) I HEREBY, AGREE TO PAY ALL ADDITIONAL FEES AND/OR ADDRESS SUCH COSTS DEEMED NECESSARY BY THE OFFICE OF PLANNING AND DEVELOPMENT SERVICES AS DESCRIBED IN PART THREE OF THIS APPLICATION.

SIGNATURE OF APPLICANT
OR APPLICANT'S AGENT

DATE

Carol Upright
SIGNATURE OF RECORD OWNER

DATE

I HEREBY, CERTIFY THAT I AM THE OWNER OF THE
PROPERTY STATED ABOVE.

PRINTED NAME OF APPLICANT

PRINTED NAME OF RECORD OWNER

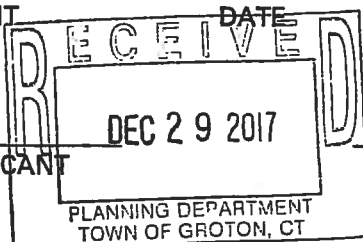
FOR OFFICE USE ONLY:

FEE RECEIVED: 430-

WORK TYPE: _____

PROJECT # SPEC356 PLANNER: _____

4/07



SPEC 356

DEC 29 2017

PLANNING DEPARTMENT
TOWN OF GROTON, CT

Attachment "A"
Part Two of the Land Use Application - Special Permit Checklist
Detailed Statement Describing Existing and Proposed Use and Surrounding
Neighborhood

Presently the area immediately in front of the Chapter One storefront is vacant. The area is sidewalk space, more formerly recognized as the State-owned land located at the northerly side of US route 1 (32 West Main Street), in the Town of Mystic (Groton). The sidewalk space in the aforementioned area is approximately eleven (11) feet wide.

The intent of the Seasonal Outdoor Dining project is to establish two outdoor dining tables, each with two chairs, and each occupying approximately seven hundred and twenty (720) square inches immediately in front of Chapter One. Each set of tables and chairs will extend thirty (30) inches along Chapter One's storefront and protrude twenty four (24) inches into the sidewalk space. The tables will be placed seasonally, in the Spring, Summer and early Fall, as weather permits. Wait staff will provide patrons with food and non-alcoholic beverage service, between the hours of 10 a.m. and 10 p.m. Upon proper approval from the Connecticut Department of Consumer Protection, Liquor control division, wait staff will provide patrons with alcoholic beverage service, to include wine, cocktails and beer, commiserate with Chapter One's existing liquor permit between the hours of 10 a.m. and 10 p.m. Service will utilize the same dishware, glassware and utensils used inside the restaurant. Upon patrons' departure wait staff will ensure that the table(s), and immediate seven hundred and twenty (720) square inch area(s), are promptly cleared and cleaned of any debris. A staged photograph of the two tables and chairs is included with this application as Attachment "A-3"

Chapter One has submitted an application to lease from the State of Connecticut the sidewalk space in question. A copy of the Lease Application submitted to the State of Connecticut, Department of Transportation Division of Rights of Way, Property Management Section, along with the Temporary Right of Entry granted by the same pursuant to the final execution of the lease are both attached as Attachment "A-2". During the approval process for the lease, the project was amended from three tables to two tables. Pursuant to Section C of this application, the plan for the project, as modified, is attached as Attachment "A-3".

Outdoor patrons will enjoy music played on two outdoor speakers. Since Section 6.3-3 does not define at what decibel outdoor music can be played, Chapter One will rely on Section 7.1-42(l) and will play music at a reasonable volume that does not negatively impact existing residential neighbors. The music volume will not exceed 70dBA.

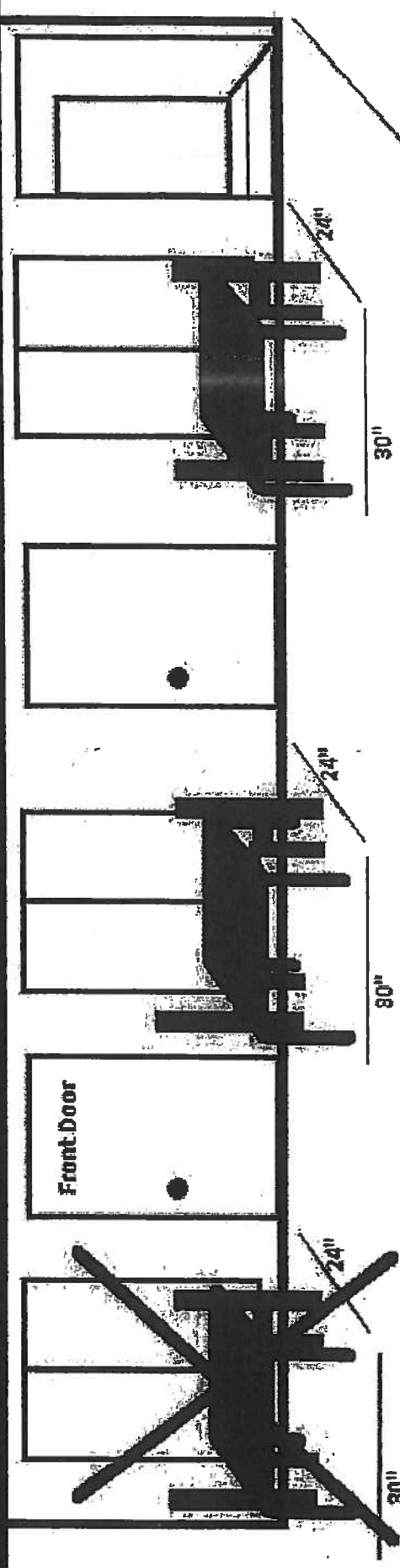
SPEC 356

The neighborhood is mixed use, with retail, dining and residential space attracting both locals and tourists. Outdoor dining along the West Main Street corridor is becoming common place. The Ancient Mariner, across the street from Chapter One, was recently approved for outdoor dining.

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DEC 29 2017
PLANNING DEPARTMENT
TOWN OF GROTON, CT

SPEC 356

CHAPTER
ONE
FINE FOOD & DRINK



ROADWAY

Town of Groton



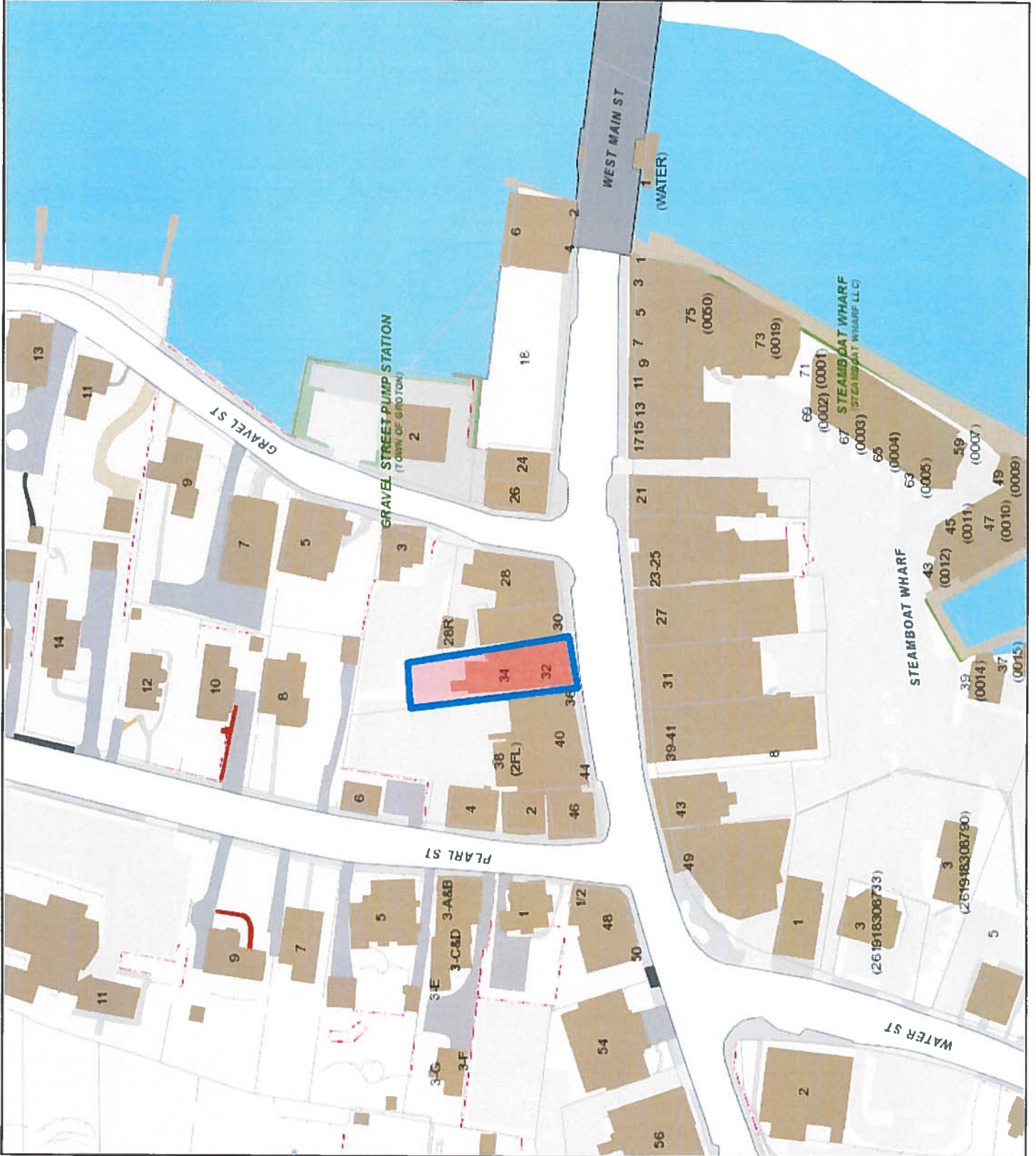
32 WEST MAIN ST



Disclaimer:
 The planimetric and topographic information depicted on this map was compiled by The Danbar Map Company based on an aerial light performed in April 2009. The parcel and property line information is derived from the most current available recorded deeds, maps, assessor records, and other sources of information in the Town of Groton. The intent of this map is to depict a graphical representation of real property information derived from the planimetric features in the Town of Groton and is not intended to be used as a legal instrument. The Town of Groton and the mapping companies assume no legal responsibility for the information contained in this file. THIS MAP IS NOT TO BE USED FOR THE TRANSFER OF PROPERTY.

Horizontal Datum:
 Connecticut State Plane Coordinates, North American Datum of 1983 (NAD83/Feet).
Vertical Datum:
 North American Vertical Datum of 1988 (NAVD88).

Date: 2/1/2018



Attachment "B"
Part Two of the Land Use Application - Special Permit Criteria
Of Section 8.3-8

A. Location

The location and size of the two café tables and four café chairs are appropriate for the sidewalk space outside the Chapter One storefront, more formerly recognized as the State-owned land located at the northerly side of US route 1 (32 West Main Street), in the Town of Mystic (Groton). The sidewalk in the aforementioned area is approximately eleven (11) feet wide.

B. Buildings

The tables and chairs as described above, are of a type and size consistent with the area and are appropriate for the use of outdoor dining at the proposed site. Placement of the tables does not necessitate any new buildings, structures or modifications to existing buildings and structures.

C. Neighborhood Compatibility

The tables and chairs are compatible with the development in the district. The tables are consistent with other restaurants, to include the Ancient Mariner across the street, that have placed tables outside their storefronts for outdoor dining. The tables do not hinder or discourage the orderly development and use of other properties in the area or alter the essential characteristics of the area.

D. Parking and Access

The design does not impact parking and access points to and from the site, nor does it impact sidewalk foot traffic. The placement of the tables and chairs does not impact the building's entrances and exits; nor ingress and egress from the same.

E. Streets

The placement of the tables and chairs do not impact streets serving the proposed use area. There is space for pedestrians to pass the tables while remaining on the sidewalk, entry into the street to pass is not necessary. Traffic control systems are not impacted.

F. Public Safety

Each table and pair of chairs occupies seven hundred and twenty (720) square inches, protruding out twenty four (24) inches from Chapter One's storefront. Pedestrians and

emergency personnel have a minimum clearance of eight (8) feet to pass the tables and chairs safely while remaining on the sidewalk, consistent with Section 7.5-2. The placement of the tables and chairs does not impact the building's entrances and exits; nor ingress and egress from the same.

G. Utilities

The placement of the tables and chairs do not impact the water supply, sewage disposal, storm water management, and other utility systems, whether public or private.

H. Environmental Protection, Conservation, and Long Island Sound

1. The placement of the tables and chairs will not impact the area's natural systems and historic resources. 2. The design does not have an environmental impact on the Long Island Sound I. Consistent with Purpose

1. The placement of the tables and chairs do not have any detrimental effects upon the public health, safety, and welfare; see sections E and F above.


2. The placement of the tables and chairs do not conflict with the purposes of these regulations.

3. The placement of the tables and chairs further the goals, objectives, and policies of the Town's Plan of Conservation and Development, consistent with its goals of promoting community character and business development. The design is sympathetic to the community character and consistent with other outdoor dining designs in the community, and along West Main Street.

Attachment "C"
Part Two of the Land Use Application - Special Permit Criteria
Of Section 7.1

Pursuant to section 6.3-3, not Section 7.1, the placement of any outdoor tables is an intensification of use of a structure necessitating a special permit. This project does not constitute a significant intrusion as the placement of two café tables and four café chairs will not significantly impact traffic circulation, public safety, or the surrounding area.

MEMORANDUM

TO: Zoning Commission
FROM:  Deborah G. Jones, Assistant Director
DATE: January 29, 2018
SUBJECT: Planning Commission Referral for February 7, 2018, Public Hearing:
SPEC#356, 32 West Main Street, Mystic

At its meeting on January 23, 2018, the Planning Commission reviewed the above referenced referral and made the following comment:

The Planning Commission has concerns regarding the proposed outdoor speakers and music volume at the restaurant.

DGJ:klh

SPEC 356



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:
(860) 594-2462

July 17, 2017

Mr. Daniel Van Kruiningen
Member
D K Hospitality, LLC
32 West Main Street
Mystic, Connecticut 06355-7546

Dear Mr. Van Kruiningen:

Subject: Temporary Right of Entry
State Land – Mystic (Groton)
Northerly side of US Route 1 (West Main Street)
File No. 058-000-191

Permission is hereby granted to D K Hospitality, LLC (Second Party) by the State of Connecticut, Department of Transportation (Department), for the use of the State-owned land (Premises), located at the northerly side of US Route 1 (West Main Street), in the Town of Mystic (Groton), as shown on the enclosed map, Exhibit A. This permission for a Temporary Right of Entry (TROE) is granted subject to the following terms and conditions:

1. This TROE shall continue on a month-to-month basis commencing on August 1, 2017 until the Lease Agreement is fully executed. This TROE may be terminated at any time by either party hereto by giving the other party thirty (30) days written notice, and upon expiration of said notice period, this TROE shall be null and void and all rights granted by this TROE herein shall end.
2. The Premises shall be used solely for seasonal outdoor seating/dining. The Second Party agrees that it will at the end of each workday remove all outdoor seating and other equipment from the premises and the area restored to original condition. The Second Party agrees that the tables should be affixed or sufficiently heavy that they cannot be nudged out away from the restaurant to provide more room for the tables. The Second Party agrees that no more than the seventy-two (72) ± square feet is to be used and the remainder of the sidewalk will not be utilized in any capacity and will remain clear at all times for pedestrian traffic. This is for lease only and the Lease Agreement can be revoked if it is determined that the restriction of pedestrians is found to be unacceptable. Any other use of the Premises other than its designated use will result in immediate termination of the TROE.
3. Proposed work of any kind to be conducted on the Premises shall require a highway encroachment permit. This permit request should be directed to Mr. Jeff Wilson, of the Department's District 2 Maintenance Office, at (860) 823-3222.

4. The TROE is granted to the Second Party for a monthly rental payment to the State of Connecticut (State) in the amount of **Seventy-five Dollars (\$75.00)** per month, due and payable, in advance, beginning on the above commencement date until this TROE is terminated.

5. All payments shall be in the form of a check, money order, or other draft made payable to the "Treasurer, State of Connecticut". All payments should be mailed to the "Accounts Receivable Unit" at the above address.

6. Commencing on the effective date of this TROE and subsequent Lease Agreement and continuing until sixty (60) days following the termination of this Agreement, the Second Party shall provide or cause to be provided to the State a surety bond (the "Bond") issued by a corporate surety licensed to do business in the State of Connecticut and otherwise acceptable to the State. The Bond shall be in an amount equal to **Ten Thousand Dollars (\$10,000.00)** and in such form as is satisfactory to the State. The Bond will provide security to the State for the Second Party's obligations set forth in this TROE. The Second Party shall pay or cause the payment of all premiums for the Bond, and any lapse of the Bond during the term of this TROE will be deemed an event of default.

7. The Premises is to be occupied in its "as is" condition without any warranties or representations of any kind by the Department. During the term of this TROE, the Second Party shall be responsible for all maintenance and repairs, including snow and waste removal, and all other operating expenses related to the Premises.

8. The Second Party shall make submissions, as required, to the local planning authority for any matters that require the planning authority's review and approval, including but not limited to all environmental permits. The Second Party agrees to comply with and conform to all applicable laws of the State of Connecticut, and the ordinances and zoning regulations of the Town in which the Premises is located.

9. This TROE may be terminated at any time by either party hereto by giving the other party thirty (30) days written notice, and upon expiration of said notice period, this TROE shall be null and void and all rights granted by this TROE herein shall end.

10. The Second Party shall protect, indemnify, defend, and hold the Department and its servants, agents or employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including, but not limited to the Premises, and, including all reasonable costs for investigation and defense thereof (including but not limited to attorney's fees, court costs, and expert fees), of any nature whatsoever (including all environmental liabilities and consequences) arising out of or incident to this TROE and/or the use or occupancy of the Premises or the acts or omissions of the Second Party, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death, or damage is caused by the sole negligence of the Department. The Department shall give to the Second Party reasonable notice of any such claims or actions. The Second Party shall also use counsel reasonably acceptable to the Department in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this TROE, and shall not be limited by reason of any insurance coverage arising out of or incident to this TROE and/or the use or occupancy of the Premises or the acts or omissions of the Second Party, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death, or damage is caused by the sole negligence of the Department. The Department shall give to the Second Party reasonable

notice of any such claims or actions. The Second Party shall also use counsel reasonably acceptable to the Department in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this TROE, and shall not be limited by reason of any insurance coverage reasonably acceptable to the Department in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this TROE, and shall not be limited by reason of any insurance coverage arising out of or incident to this TROE and/or the use or occupancy of the Premises or the acts or omissions of the Second Party, its officers, agents, employees, contractors, subcontractors, licensees, or

11. It is further understood and agreed by the parties hereto, that the Second Party shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the Department and the Second Party, unless requested to do so by the Department. If this TROE is between the Department and the Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the Department and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

12. The Second Party agrees to secure and maintain, for the duration of this TROE, the following minimum insurance coverages with the Department being named as additionally insured, at no cost to the Department. The Second Party shall provide to the Department a Certificate of Insurance, fully executed by an insurance company or companies satisfactory to the Department, for the insurance policy or policies required below, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. Each insurance policy shall state that the insurance company(ies) shall agree to investigate and defend the insured against all claims for damages, even if groundless.

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

13. This TROE shall be subject to the provisions of the enclosed "Standard Highway Lease Specifications & Covenants, Non-Governmental under \$50,000", dated August 5, 2015, (Specifications) for this Agreement only.

14. The Second Party shall leave the Premises at the end of the term of the TROE in as good or better condition as it was at the start of the TROE.

15. This TROE constitutes the entire Agreement between the parties and may not be modified or amended, except in writing and signed by both parties.

Please acknowledge your acceptance of the terms and conditions, as herein set forth, by signing below and returning the original executed TROE to this office. Also, please submit your insurance policy in accordance with Item (12) above along with the requisite payments to this office by July 24, 2017.

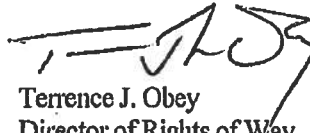
D K Hospitality, LLC
File No. 058-000-191

-4-

July 17, 2017

Should you have any questions concerning the terms of this TROE, please contact
Ms. Kristi-Lyn Purpura, Property Agent, at (860) 594-2407.

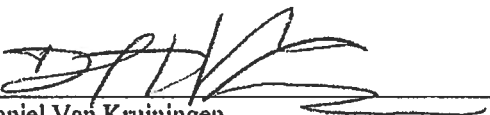
Very truly yours,



Terrence J. Obey
Director of Rights of Way
Bureau of Engineering and Construction

Enclosure

Accepted and Acknowledged

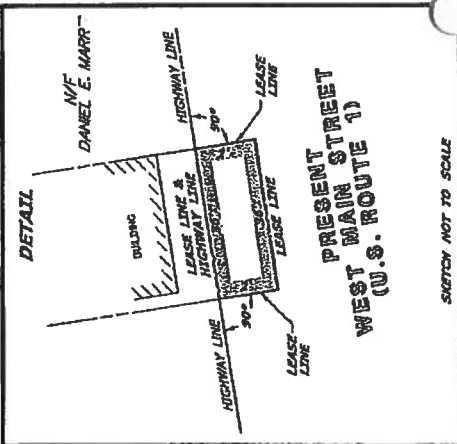


Daniel Van Kruiningen
Member

Date:

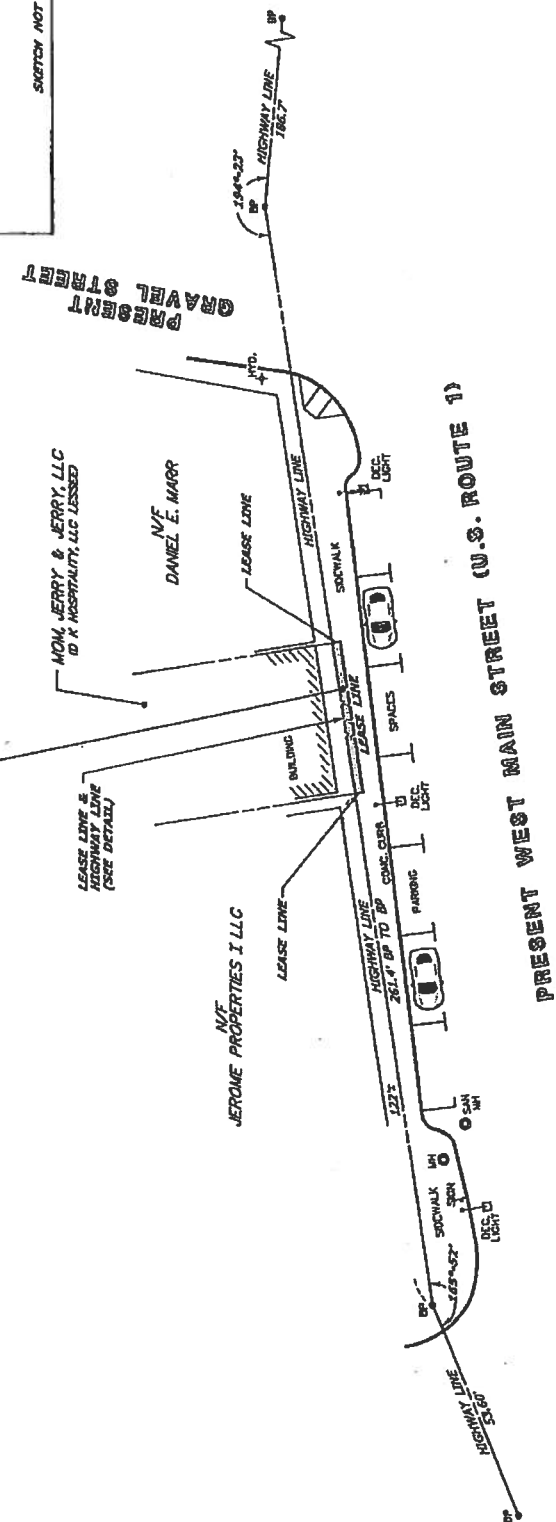
8/7/17

SPEC 356



SKETCH NOT TO SCALE

LEASE AREA = 72± SQ. FT.



LEASE SKETCH
 TOWN OF GROTON
 SKETCH SHOWING LAND LEASED TO
 D K HOSPITALITY, LLC
 BY
 THE STATE OF CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 WEST MAIN STREET (U.S. ROUTE 1)
 SCALE 1" = 20'
 JUNE 2017

SCALE IN FEET

| | | |
|---|----|----|
| 0 | 20 | 40 |
|---|----|----|

| DATE | REVISION | REQ. BY | TOWN NO. |
|------|----------|---------|----------|
| | | | 58 |
| | | | 000 |
| | | | 191 |
| | | | OF 1 |

- REFERENCES:**
1. CONDOT A.C.M. MAP NO. 58-12, SHEET 1 OF 1, DATED JULY 21, 1959
 2. CT CDD 2016 CONNECTICUT AERIAL PHOTOGRAPHY
 3. M.L. 007, A.C. 099 (MARR.)
 4. AGREEMENT BETWEEN MOM, JERRY & JERRY, LLC AND JEROME PROPERTIES I LLC (REBUND) DATED APRIL 25, 2017 FOR LEASE AGREEMENT WITH STATE OF CONNECTICUT (B.G.T.)

| | |
|------------|---------|
| DRAWN BY | LAL |
| DATE | 5/28/17 |
| CHECKED BY | JFM |
| DATE | 6/29/17 |

FILED: 01/27/17 AT GROTON, CONN. PROJECT: Survey/Inhouse/050_057/051/052 CS DSR 0000 DTS/ILK/DM

SPEC 356