

Petition to Exceed Quota for Class A Licenses

I am applying to exceed the following quota under Section 6-97 of the Ordinance:

- Number of licenses (Maximum limit of 40 Class "A" and 26 "Class A" licenses)
- Geographic restrictions (within 1,000 feet from another Class A premises or 300 feet of any active place of worship, licensed daycare center, school, community center or other facility predominantly attended by individuals under the age of 21)

Notwithstanding the above restrictions, the common council may exceed the quota by a two-thirds vote, upon holding a public hearing and providing notice to all property owners within a five-tenths of a mile radius. The common council may only exceed the quota if the applicant does all of the following:

- Submit a petition to exceed quota (this form);
- Submit a completed license application for a Class "A" or "Class A" license;
- Submit proof of ownership or lease of options to purchase, or lease of land or a building for the proposed venture;
- Obtain approval by the Department of City Development – Building Inspection and Zoning Division that the building is properly zoned for the proposed venture;
- Show that the proposed establishment will have a greater impact upon the community than simply the addition of another tavern, liquor store, convenience store or restaurant (please use blank page provided on page 2 or attach a separate document/explanation for this criteria); and
- Show that the proposed establishment will benefit the community by substantially improving the tax base (please use the blank page provided on page 2 or attach a separate document/explanation for this criteria);

Applicant: Taylor Ave Food Mart<sup>LLC</sup> dba/ Taylor Food Mart

Agent/owner: Adel Samhan Signature [Signature]

Address of premises: 2056 Taylor Ave

License requested (check one or both):  Class "A" beer  "Class A" intoxicating liquor

**Detailed Explanation for Exceeding Quota**

Per section 6-97(d)(3) of the ordinance, my proposed establishment will have a greater impact upon the community than simply the addition of another tavern, liquor store, convenience store, or restaurant, specifically because:

my plan is to make the business successful  
It will be easy for the neighbors to shop all  
they need and make it convenient for All  
my costumers.  
We just want to have a complete shopping for  
our costumers, We will carry fine wine for  
the area.  
Nice and convenient.

Per section 6-97(d)(4) of the ordinance, my proposed establishment will benefit the community by substantially improving the tax base, such as the establishment will extensively rehabilitate a blighted or deteriorated building, construct a new building on vacant land, or benefiting the community by conferring some other tangible or substantial improvement for the area, specifically because:

The business will benefit the city with  
all the fees and taxes  
also hiring people will help the city and the  
community  
hopefull we can please the city and  
the community

Lease

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Lease entered into this 1st day of July 20 , by and between Radhhesyam Patel/~~Mahesh~~ Patel, hereinafter referred to as "Landlord," and hereinafter referred to as "Tenant".

Tenant's Trade Name:

Article I. Premises

Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord premises consisting of approximately square feet located within strip shopping mall at 2056 Taylor Ave, Racine, Wisconsin. The street address of the premises within the strip shopping mall being leased by Tenant is 2056 Taylor Ave.

Article II. Term

The initial term of the Lease shall be for a period of ten (10) months commencing on ending on

Article III. Rent

A. The rent for the lease shall be per month plus tax to the landlord for real estate tax payments annually for the first payment due and the first day of each month thereafter. In the event that the rent is not paid by the third day of any month during the term, then the Landlord may, at his option, charge the Tenant's penalty fee equal to 5% of that month's rent.

Option to Renew

If Tenant is in compliance under the term of this Lease for under the same term and condition except that the rent shall be as hereinafter stated.

The rent for the first option term through shall be base rent plus per month for real estate taxes approximate payment to be settled each year for article XIII. The second option term through . The rent shall be plus per month for real estate taxes approximate payment to be settled each year for article XIII. The third option term through The rent shall be plus per month for real estate taxes approximate payment to be settled each year for article XII.

The first option shall be exercised by Tenant by giving Landlord written notice of their intent to exercise the option not more than sixty days and not less than thirty days prior to the termination of the initial term of this Lease. The second option shall be exercised by Tenant by giving Landlord written notice of their intent to exercise the second option not more than sixty

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days and not less than thirty days prior to the termination of the first option period of this Lease. The third option shall be exercised by Tenant by giving the Landlord written notice of their intent to exercise the third option not more than sixty days and not less than thirty days prior to the termination of this Lease.

**Article IV. Security Deposit**

In addition to the rent set forth above, Tenant shall, prior to the commencement of the tenancy, deposit with Landlord as a security deposit.

**Article V. Utilities**

Tenant shall be responsible for all utilities used in conjunction with the premises during the term of the Lease. In addition, Landlord shall bill Tenant separately for Tenant's pro rata share of any snow removal, water and sewer charges, and trash collection at the strip mall of which the premises are a part.

**Article VI. Use of Premises**

Tenant may utilize the premises

**Article VII. Repairs and Construction after Commencement of Term**

After the commencement of the term, Tenant shall be responsible for any and all future repairs, alterations, and improvements. In the event that Tenant vacates the premises, Tenant will be responsible for repairing any areas where fixtures have been removed. Tenant shall also be responsible for filling Freon Gas for A/C. Landlord will replace motor or blower for furnace and A/C when needed. Tenant shall not make any repairs or alterations that would cost more than \$1,000.00 without a written consent of Landlord. At the end of the Lease term or any extensions thereof, Tenant shall return premises to Landlord in good condition, reasonable wear and tear accepted. Tenant shall change filter on regular basis. excepted

**Article VII. Signage**

Tenant shall be permitted to use exiting sign frames, but shall not install any signage until such signage is approved by Landlord and the City of Racine Building Inspector. Landlord's consent shall but be unreasonably withheld.

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**Article IX. Insurance**

**9.01 Coverage**

The tenant shall purchase and keep in force during the term, a policy or policies of insurance which shall provide all of the following coverages:

- A. Insurance against loss or damages on all or any part of the premises caused by fire, wind storm, or other catastrophe, including extended coverage in an amount equal to the insurable value of the premises.
- B. Insurance against any or all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the premises, having limits for bodily liability of not less than \$500,000.00 per person, \$1,000,000.00 per occurrence, in an amount aggregate of \$1,000,000.00 in separate limits for property damage not less than \$50,000.00 per occurrence with an amount aggregated of \$100,000.00.

**9.02 Insured**

All policies provided by the Tenant pursuant to this Lease shall name the Landlord and the Tenant as insured as their respective interests may appear. If the Tenant so requires, any policy of insurance which the Tenant provides pursuant to this Lease shall also be payable to any mortgage on the premises, as the interest of such holder may appear pursuant to the standard mortgage policy.

**9.03 Policies**

The Tenant shall deliver to the Landlord either the original of all policies of insurance called by this Lease or certifications certifying that such policies have been issued and shall also deliver to the landlord evidence of the timely payment of all premiums for insurance.

**Article X. Occupancy Permit**

Tenant shall, at Tenant's sole cost, be responsible for obtaining an occupancy permit to the premises prior to the Tenant's occupancy. This Lease is contingent upon securing such approval.

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**Article XI. Notice**

All notice should be sent as follows:

Landlord: Radhhesyam Patel  
2430 Penbrook Dr.  
Racine, WI 53406

Tenant:

Rent should be paid to Radhhesyam Patel at the above address.

**Article XII. Indemnity**

Tenant will indemnify and hold harmless Landlord against any and all claims, debts, demands, or obligations including, but not limited to claim Tenant's employees, suppliers of goods and services, customers, and other business visitors and taxing authorities which may be made against Landlord or against Landlord title to the premises not attributed in whole or in part of acts of Landlord and/or Landlord's agents, arising by and in connection with any alleged act or omission of Tenant or any person claiming under, buy, or through Tenant. If it becomes necessary for Landlord to defend and action seeking to impose such liability, tenant will pay all cost, court, and attorney fees incurred by Landlord in effecting such defense, in addition to any sum which Landlord may be called upon to pay by reason of entry of the judgment against him in the litigation in which such plaintiff has asserted.

**Article XIII. Taxes and Assessment**

Tenant shall pay 55.6% real estate tax for that site annually. To be offset either refund or paid from approximate tax rent payment for next III. Also, Tenant shall pay any personal property taxes assessed against the equipment and fixtures upon the premises.

**Article XIV. Damage to Premises**

**14.01 Partial**

In the event that the premises shall be partially damaged by fire or other catastrophe, Landlord shall, at his own expense, repair and restore all the damaged portion of the premises. During the period of repair and restoration, the rent shall be abate pro rata in proportion to the

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area of lost usable floor space during the period of repair and restoration as compared to all usable floor space immediately before the fire or other catastrophe.

#### **14.02 Extensive Damage**

If the premises are so extensively damaged by reasons of fire or other catastrophe as to render premises untenable, either party may terminate this Lease by giving written notice of termination to the other party; and if either party has such notice, the Lease shall be terminate, and if either party shall be surrendered; and Tenant shall pay all rent accrued up to the date of the loss.

### **Article XV. Condemnation**

#### **15.01 Effect upon Lease**

If the entire premises are taken under the power of eminent domain, this Lease shall be terminated and and expire as of the date of taking. If portion of the premises are so taken, and the remainder of the premises shall not be suitable for the use being made Tenant, Tenant shall have the right to terminate this Lease as of the date of taking upon giving Landlord notice of such termination within thirty (30) days after the Landlord has notified Tenant in writing that a portion of the premises has been so taken. In the event of partial taking, if Tenant does not terminate this Lease, then this Lease shall continue in effect as to the part not taken. The rent shall be abated in proportion to the area of taken usable floor space.

#### **15.02 Damage Awards**

In the event of total or partial taking by eminent domain, Tenant shall be entitled to participate in an award for such taking only to the extent that the award includes the amount of any loss sustained by the Tenant as a result of the termination of the Lease, and of the then existing value of any building or other improvement erected by Tenant and existing on the premises of Tenant and any prepaid rent for the period beyond the date of taking. Tenant shall have the sole right to any award for relocation or moving expenses.

### **Article XVI. Remedies**

#### **16.01 Remedies Cumulative**

All rights and remedies of Landlord shall be cumulative and none shall exclude and right or remedy allowed by law. Among the rights and remedies of the Landlord shall be the right to commence an action or actions for damages or for an injunction, or for eviction of Tenant and all persons in possession and under the authority of Tenant.

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**16.02 Attorney's Fees**

In any action commenced by Landlord to enforce any right of Landlord under the terms of this Lease, Landlord shall be entitled to recover reasonable attorney's fees. Similarly, in any action commenced by Tenant to enforce any right of Tenant under the terms of this Lease, Tenant shall be entitled to recover reasonable attorney's fees.

**Article XVII. Successors**

All provisions of this Lease shall bind and inure to the benefit of the party and all successors in interest

**Article XVIII. Miscellaneous**

There is a parking lot adjacent to the premises which all tenants of the strip mall may use. Tenant acknowledge that there are no assigned spaces.

**Article XIX. Assignment**

Tenant may assign the Lease or sublet to all or part of the premises provided Landlord's consent in writing is first obtained. Landlord agrees not to withhold his consent provided the assignee is financially responsible and will conduct business not detrimental to the building or neighborhood, or in direct competition with other tenants in the building. Tenant shall remain responsible responsible for its obligation under this Lease unless Tenant receives a written release from the Landlord of any future responsibility.

In Witness Whereof, the parties have executed the lease.

Landlord:

\_\_\_\_\_  
Radhhesyam, Patel/~~Mason~~ Patel

Tenant:

By: \_\_\_\_\_