



**NOTICE AND AGENDA
CITY OF GLENN HEIGHTS
PLANNING AND ZONING COMMISSION
MONDAY, JANUARY 11, 2021**

Notice is hereby given in accordance with the Order of the Office of the Governor issued March 16, 2020, the City of Glenn Heights will conduct a Regular Meeting by telephone and video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Novel Coronavirus (COVID-19).

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at <https://www.glennheightstx.gov/AgendaCenter>.

To view this Commission Meeting live, please use the following link: <https://www.facebook.com/CityofGlennHeights>.

NOTICE IS HEREBY GIVEN THAT THE CITY OF GLENN HEIGHTS PLANNING AND ZONING COMMISSION WILL HOLD A REGULAR MEETING ON MONDAY, JANUARY 11, 2021 BEGINNING AT 6:30 P.M., VIA TELEPHONE AND VIDEO CONFERENCE, AS PRESCRIBED BY V.T.C.S., GOVERNMENT CODE SECTION §551.041, TO CONSIDER AND POSSIBLY TAKE ACTION ON THE FOLLOWING AGENDA ITEMS. ITEMS DO NOT HAVE TO BE TAKEN IN THE SAME ORDER AS SHOWN IN THE MEETING NOTICE.

PUBLIC HEARINGS

If you would like to speak during a Public Hearing, please email Miamauni Hines, City Planner, at miamauni.hines@glennheightstx.gov no later than **5:30 P.M. on January 11, 2021**. Please include the following information in your email:

- Name
- Address
- Email Address and Phone Number
- Designate which Public Hearing

Once your request is received, you will be given information to access the meeting via telephone or video conference (which provides two-way communication during the Public Hearing portions of the meeting).

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. Discuss and take action to approve the meeting minutes of November 9, 2020.

AGENDA

1. **Zoning Case 20-009-FP:** Discuss and take action on a Final Plat request by Eagle Surveying on behalf of Cool Days, Inc. for the Cool Days Addition. The 1.746-acre property is zoned Retail and is situated in the John F Porter Survey, Abstract No. 1118, located at 310 E Bear Creek Road, Glenn Heights, Dallas County, Texas. The property is currently undeveloped but proposed for retail.
2. **Zoning Case 20-011-SUP:** Public hearing to receive testimony concerning a Specific Use Permit request by Kim Xiong on behalf of US Scripts RX, LLC for a pharmacy. The 2.158-acre parcel is further described as Lot 2, Block 1 of Glenn Heights Plaza, located at 133 West Ovilla Road, Glenn Heights, Ellis County, Texas.
3. **Zoning Case 20-011-SUP:** Discuss and take action on a Specific Use Permit request by Kim Xiong on behalf of US Scripts RX, LLC for a pharmacy. The 2.158-acre parcel is further described as Lot 2, Block 1 of Glenn Heights Plaza, located at 133 West Ovilla Road, Glenn Heights, Ellis County, Texas.
4. **Zoning Case 20-010-SUP:** Public Hearing to receive testimony concerning a Specific Use Permit request by Matthew Smith on behalf of Vaquero Ventures for the construction and use of a gas station and convenience store. The 5.499-acre parcel is situated in the JP Woolsey Survey, Abstract No. 1135, located at the southwest corner of Ovilla Road and Uhl Road, Glenn Heights, Ellis County, Texas.
5. **Zoning Case 20-010-SUP:** Discuss and take action on a Specific Use Permit request by Matthew Smith on behalf of Vaquero Ventures for the construction and use of a gas station and convenience store. The 5.499-acre parcel is situated in the JP Woolsey Survey, Abstract No. 1135, located at the southwest corner of Ovilla Road and Uhl Road, Glenn Heights, Ellis County, Texas.
6. **Zoning Case 20-009-RZ:** Public Hearing to receive testimony concerning a zoning change request by Brett Hess on behalf of Hachie Properties, LLC. The 20.702-acre parcel is situated in the James Porter Survey, Abstract No. 1129, located at 1215 east Bear Creek Road, Glenn Heights, Dallas County, Texas. The applicant proposes to change the zoning of this parcel from Single Family-1 (SF-1) to Planned Development-26, for Multifamily and Commercial ("PD-26/MF, C") designating approximately 15.200 acres of land for the development of multifamily residential units and approximately 5.502 acres of land for the mixed-use development of both commercial and multifamily residential units with a density not to exceed 18 units per acre. The applicant also proposes to include amenities such as a resort style swimming pool, fitness center, business center, community room, outdoor grill area, children's playground, and a pedestrian walking trail.
7. **Zoning Case 20-009-RZ:** Discuss and take action on a zoning change request by Brett Hess on behalf of Hachie Properties, LLC. The 20.702-acre parcel is situated in the James Porter Survey, Abstract No. 1129, located at 1215 east Bear Creek Road, Glenn Heights, Dallas County, Texas. The applicant proposes to change the zoning of this parcel from Single Family-1 (SF-1) to Planned Development-26, for Multifamily and Commercial ("PD-26/MF, C") designating approximately 15.200 acres of land for

the development of multifamily residential units and approximately 5.502 acres of land for the mixed-use development of both commercial and multifamily residential units with a density not to exceed 18 units per acre. The applicant also proposes to include amenities such as a resort style swimming pool, fitness center, business center, community room, outdoor grill area, children’s playground, and a pedestrian trail.

ADJOURNMENT

I, Brandi Brown, City Secretary, do hereby certify that the Notice and Agenda was posted in a place convenient to the Public on January 8, 2021. Pursuant to Section 551.071 of the Texas Government Code, the Planning and Zoning Commission reserves the right to consult in closed session with its attorney and to receive legal advice regarding any item listed on this agenda.

Brandi Brown, City Secretary

**MINUTES OF THE PLANNING AND ZONING COMMISSION OF
THE CITY OF GLENN HEIGHTS, TEXAS**

MONDAY, NOVEMBER 9, 2020

STATE OF TEXAS *
COUNTIES OF DALLAS AND ELLIS *
CITY OF GLENN HEIGHTS *

On the 9th day of November 2020, the Planning and Zoning Commission of the City of Glenn Heights, Texas convened in a special called meeting via video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing” to slow the spread of Novel Coronavirus (COVID-19) and consider the following items, with these members in attendance:

BOARD MEMBERS

Austin Kelley	*	Chair
April Stokes	*	Board Member
Kelvin Stroy	*	Board Member
Arnold Davis, Jr.	*	Board Member
Paul Alley	*	Board Member

ABSENT

Debra Jones	*	Vice Chair
Tabatha Gamble	*	Board Member

STAFF

Mia Hines	*	City Planner
Marlon Goff	*	Interim Director of Planning and Development Services
Byron Hardy	*	IT Administrator

Call to Order Commissioner Kelley called the meeting to order at 6:37 p.m.

Invocation Commissioner Kelley

Pledge of Allegiance

Consent Agenda

1. Discuss and take action to approve the meeting minutes of September 14, 2020.

Motion by Commissioner Stroy to approve the minutes. Commissioner Alley made the second. The motion carried by the following vote:

Votes: (5-0) Kelley, Stokes, Story, Davis, and Alley

Agenda

1. **Zoning Case 20-006-FP:** Discuss and take action on a Final Plat request by Goodwin & Marshall on behalf of Starlight Homes for Stone Creek IIC.1. The 28.823-acre property is zoned PD-10A and is situated in the James J Clayton Survey, Abstract No. 211, Glenn Heights, Ellis County, Texas. This phase is proposed for a total of 85 residential lots and 2 HOA owned and maintained lots. The property is currently undeveloped but proposed for single-family residential.

Mia Hines, City Planner

Ms. Hines presented the information related to the final plat.

Commissioner Kelley asked if the preliminary plat had already been approved.

Ms. Hines confirmed that the preliminary plat for Stone Creek had already been approved.

Motion by Commissioner Alley to recommend approval of the final plat. Commissioner Stroy made the second. Motion carried by the following vote:

Vote: (5-0) Kelley, Stokes, Story, Davis, and Alley

2. **Zoning Case 20-007-FP:** Discuss and take action on a Final Plat request by Goodwin & Marshall on behalf of Starlight Homes for Stone Creek IIC.2. The 28.504-acre property is zoned PD-10A and is situated in the James J Clayton Survey, Abstract No. 211, Glenn Heights, Ellis County, Texas. This phase is proposed for a total of 85 residential lots and 3 HOA owned and maintained lots. The property is currently undeveloped but proposed for single-family residential.

Mia Hines, City Planner

Ms. Hines presented the information related to the final plat.

Motion by Commissioner Davis to recommend approval of the final plat.

Commissioner Stroy made the second. Motion carried by the following vote:

Vote: (5-0) Kelley, Stokes, Story, Davis, and Alley

Commissioner Stroy made a motion to adjourn at 6:52 p.m. Commissioner Davis made the second. Motion carried by the following vote:

Vote: (5-0) Kelley, Stokes, Story, Davis, and Alley

Austin Kelley, Chair

Attest:

Mia Hines, City Planner

Passed and approved on the _____th day of _____, 2020.



CITY OF GLENN HEIGHTS PLANNING AND ZONING COMMISSION REPORT

Date: January 11, 2021

SUBJECT

The Planning and Zoning Commission will hear a Final Plat request by Eagle Surveying for the Cool Days Addition.

REPORT IN BRIEF

Discuss and take action on a Final Plat request by Eagle Surveying on behalf of Cool Days, Inc. for the Cool Days Addition. The 1.746-acre property is zoned Retail and is situated in the John F Porter Survey, Abstract No. 1118, located at 310 E Bear Creek Road, Glenn Heights, Dallas County, Texas. The property is currently undeveloped but proposed for retail.

BACKGROUND / DISCUSSION

The preliminary plat and concept plan for the Cool Days Addition was approved on February 4, 2020. Currently, the developer seeks approval for the final plat to develop the site according to the site plan approved on May 19, 2020 via Ordinance O-08-20.

PUBLIC CONTACT

N/A

FISCAL IMPACT

N/A

RECOMMENDATIONS / ALTERNATIVES

Section 212.010 of the Texas Local Government Code states that the municipal authority responsible for approving plats shall approve a plat if:

1. It conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;
2. It conforms to the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;
3. A bond required under Section 212.0106, if applicable, is filed with the municipality; and
4. It conforms to any rules adopted under Section 212.002.

The Development Review Committee Staff recommends *approval* due to determining that the above information, as applicable, is true.

PREPARED BY

Miamauni Hines, Planner

REVIEWED BY

Marlon Goff, Director of Planning and Development Services

ATTACHMENTS

- I. Cool Days Addition Final Plat
- II. Final Plat Checklist



GENERAL NOTES

- 1.) The purpose of this plat is to create an official lot of record from a tract of land.
- 2.) This property is located in "Non-Subdivided Zone X" according to the F.E.M.A. Flood Insurance Rate Map dated July 7, 2014 as shown on Map Number 4811-3C0840K.
- 3.) The grid coordinates shown on this plat are based on GPS observations utilizing the AIRTERA RTKNET Cooperative network, NAD 83(2011) State Plane Coordinate System (Texas North Central Zone -- 4202).
- 4.) Setting a portion of this addition by metes and bounds is a violation of City Ordinance 100.01 and is subject to fines and/or withholding of utilities and building permits.
- 5.) All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
- 6.) The bearings shown on this plat are based on GPS observations utilizing the AIRTERA RTKNET Cooperative network, NAD 83(2011) Datum.



LEGEND

PG	=	PAGE
VOL.	=	VOLUME
POB	=	POINT OF BEGINNING
IRF	=	IRON ROD FOUND
CIRF	=	CAPPED IRON ROD FOUND
INST. NO.	=	INSTRUMENT NUMBER
D.R.D.C.T.	=	DEED RECORDS, DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	=	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

Project: 1908.074-02
 Date: 12/02/2020
 Drafter: TMR

EAGLE SURVEYING
 210 S. Elm Street, Suite: 104
 Denton, TX 76201
 (940) 222-3009
 TX Firm #10194177

SURVEYOR
 Eagle Surveying, LLC
 Contact: Dan Rick
 210 S. Elm Street, Suite: 104
 Denton, TX 76201
 (940) 222-3009

OWNER
 Cool Days, Inc.
 Contact: Michael R. Young
 8000 Chocataw Lane
 McKinney, TX 75070
 (214) 562-7510

TEXAS UTILITY
 ELECTRIC COMPANY

APPROVED FOR PREPARATION OF FINAL PLAT

"I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF _____ TO THE CITY OF GLENN HEIGHTS WAS APPROVED THIS _____ DAY OF _____ 2020, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF GLENN HEIGHTS"

Chairman, Planning and Zoning Commission _____ Date _____
 Recording Secretary _____ Date _____

"I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF _____ TO THE CITY OF GLENN HEIGHTS WAS APPROVED THIS _____ DAY OF _____ 2020, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF GLENN HEIGHTS"

Mayor _____ Date _____
 Secretary _____ Date _____

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS \$
 COUNTY OF DALLAS \$

WHEREAS, COOL DAYS, INC., is the owner of a 1.746 acre tract of land out of the JOHN F. PORTER SURVEY, ABSTRACT NUMBER 1118, situated in the City of Glenn Heights, Dallas County, Texas and being all of a certain 1.74 acre tract of land conveyed to Cool Days, Inc. by deed of record in Instrument Number 201800128002 of the Official Public Records of Dallas County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a 7/8 inch iron rod found in the South right-of-way line of Bear Creek Road, being the Northeast corner of Hamour Addition, a subdivision of record in Instrument Number 200800008957 of the Plat Records of Dallas County, Texas, also being the Northeast corner of said 1.74 acre tract and hereof;

THENCE S00°15'59"E, leaving the South right-of-way of Bear Creek Road, along the West line of said Hamour Addition and the common East line of said 1.74 acre tract, a distance of 400.02 feet to a 1/2 inch iron rod with plastic cap stamped "MCBL Y 4128" found at the Southwest corner of said Lot 1, being the Southeast corner of said 1.74 acre tract and hereof;

THENCE S89°12'08"W, along the South line of said 1.74 acre tract, a distance of 190.39 feet to a 5/8 inch rod found in the South line of that certain Tract 1, conveyed to Roy Nammour by deed of record in Volume 97187, Page 2096 of the Deed Records of Dallas County, Texas, and being the Southwest corner of said 1.74 acre tract and hereof;

THENCE N00°12'10"W, along the West line of said 1.74 acre tract, a distance of 400.02 feet to a 3/4 inch iron rod found in the South right-of-way line of Bear Creek Road, being the common North line of said Tract 1, also being the Northwest corner of said 1.74 acre tract and hereof;

THENCE N89°12'08"E, along the South right-of-way line of Bear Creek Road and the common North line of said 1.74 acre tract, a distance of 189.95 feet to the **POINT OF BEGINNING** and containing an area of 1,746 Acres, or (76,069 Square Feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT COOL DAYS, INC., does hereby adopt this plat, designating herein described property as **COOL DAYS ADDITION**, an addition to the City of Glenn Heights, Dallas County, Texas, and does hereby dedicate to public use (hereby all streets, alleys, parks, watercourses, drains, easements and public places therein shown for the purpose and consideration therein expressed. No buildings, fences, trees, shrubs, or other improvements or utility easements being hereby reserved for the mutual use and accommodation of all public utilities desiring to use same. Said drainage and utility easements being hereby reserved for the mutual use and accommodation of all public utilities desiring to use same. All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on the drainage and utility easement and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said drainage and utility easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone.

OWNER: COOL DAYS, INC., a Texas Corporation

By: _____ Date _____
 Michael R. Young
 President

STATE OF TEXAS \$
 COUNTY OF _____ \$

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL R. YOUNG, President of COOL DAYS, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____ 2020.

Notary Public in and for the State of Texas _____

CERTIFICATE OF SURVEYOR

STATE OF TEXAS \$
 COUNTY OF DALLAS \$

I, MATTHEW RAABE, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the premises hereon shown and that the same is in accordance with the laws and regulations of the State of Texas and the "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinance of the City of Glenn Heights, Dallas County, Texas.

PRELIMINARY

This document is intended for use only for the purpose of recording and shall not be used or relied upon as a final survey document.

Matthew Raabe, R.P.L.S. #6402 _____ Date _____

STATE OF TEXAS \$
 COUNTY OF TARRANT \$

BEFORE ME, the undersigned authority, on this day personally appeared MATTHEW RAABE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____ 2020.

Notary Public in and for the State of Texas _____

FINAL PLAT
COOL DAYS ADDITION
 LOT 1, BLOCK A

BEING 1.746 ACRES OF LAND SITUATED IN THE JOHN F. PORTER SURVEY, ABSTRACT NO. 1118, CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS



City of Glenn Heights Subdivision Checklist 2118 S. Uhl Road, Glenn Heights, TX 75154

Final Plat – Administrative Requirements

The final plat shall be deemed administratively complete if Staff determines the following items have been received in compliance with the respective sections of the City's Code of Ordinances:

- Fees (Section A2.000-e)
- 5 copies of the Final Plat (Section 10.01.009-a)
- Instrument of Dedication (Section 10.01.009-b-15)
- Paid Tax Certificate(s) (Section 10.01.009-b-16)
- Construction Plans (Section 10.01.009-b-18)
- Report of Soil Tests and Pavement Design (Section 10.01.009-b-18)
- Drainage Study (Section 10.01.009-b-18)

Additional criteria shall be evaluated on a case-by-case basis.

Notes:



City of Glenn Heights Subdivision Checklist 2118 S. Uhl Road, Glenn Heights, TX 75154

Pursuant to the Local Government Code Section 212.0091 – APPROVAL PROCEDURE: CONDITIONAL APPROVAL OR DISAPPROVAL REQUIREMENTS. (a) A municipal authority or governing body that conditionally approves or disapproves a plan or plat under this subchapter shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval that clearly articulates each specific condition for the conditional approval or reason for disapproval.

Final Plat Review

The final plat shall receive Staff's recommendation of approval if the following items are in accordance with the respective sections of the City's Code of Ordinances:

- Administrative Completeness (Section 10.01.009)
- General Document Information
 - Tract outline (Section 10.01.009-b-7)
 - Boundary dimensions (Section 10.01.009-b-9)
 - 1":100' minimum scale (Section 10.01.009-b-6)
 - North point (Section 10.01.009-b-6)
 - Date (Section 10.01.009-b-6)
 - Details of surrounding properties (Section 10.01.009-b-3)
 - Name of proposed subdivision (Section 10.01.009-b-3)
 - Land surveyor information (Section 10.01.009-b-2)
 - Land owner and developer information (Section 10.01.009-b-1)
 - Public surveyor certificate (Section 10.01.009-b-13)
 - Approval certificate (Section 10.01.009-b-14)
 - Metes and bounds description (Section 10.01.009-b-7)
- Existing Subdivision Details
- Subdivision Plan – The following must comply with the respective zoning designation according to the City's Zoning Ordinance
 - Streets & Street Names
 - Blocks
 - Lots
 - Alleys

- Easements
- Building Lines
- Open Space
- Existing Utilities
- Plan for Proposed Utilities and Improvements – The following must comply with the City’s Code of Ordinance
 - Sewer
 - Water
 - Gas Mains
 - Electrical
- Conformity to Approved Preliminary Plat

Staff Recommendation

- Approval
- Approval with condition
- Denial

Additional criteria shall be evaluated on a case-by-case basis.

Notes:



CITY OF GLENN HEIGHTS PLANNING AND ZONING COMMISSION REPORT

Date: January 11, 2021

SUBJECT

The Planning and Zoning Commission will hear a Specific Use Permit request by Kim Xiong and US Scripts RX, LLC to allow for a pharmacy to occupy the building located at 133 W Ovilla Road..

REPORT IN BRIEF

Discuss and take action on a Specific Use Permit request by Kim Xiong on behalf of US Scripts RX, LLC for a pharmacy. The 2.158-acre parcel is further described as Lot 2, Block 1 of Glenn Heights Plaza, located at 133 West Ovilla Road, Glenn Heights, Ellis County, Texas.

BACKGROUND / DISCUSSION

The subject area is located at 133 West Ovilla Road and is currently zoned Retail (R). The parcel to the east is zoned and developed according to the Retail zoning designation and includes a Specific Use Permit for the sale of consumables and gasoline. The parcel to the west is owned and occupied by the Red Oak Independent School District's educational facilities of Little Hawks Learning Center and Donald T Shields Elementary. The parcel to the north is undeveloped but zoned Single Family-1 (SF-1) and the parcel to the south, directly across Ovilla Road (FM 664) is also undeveloped but zoned Retail (R).

The City's Zoning Ordinance defines a *pharmacy* below:

DRUGSTORE, PHARMACY. A retail store whose primary purpose is to stock and sell all drug, prescription and health-related products.

Although a pharmacy is considered a retail use, the City's Zoning Ordinance requires the Planning and Zoning Commission and City Council review and approve a Specific Use Permit for the development and/or occupancy of a retail pharmaceutical establishment on any property with the Retail zoning designation. In this case, the applicant is proposing to occupy an established suite of a larger shopping center and only seeks approval of the pharmaceutical use.

COMPREHENSIVE PLAN ALIGNMENT

Staff has reviewed this application to determine its compatibility with the City's Future Land Use Map and Comprehensive Plan which designates this area as Retail:

Retail

Retail uses typically include establishments which provide merchandise for retail sale and may also include light commercial uses such as lodging and banks. Retail is located in areas with higher visibility and accessibility and contributes additional taxable revenue to the city's coffers through sales taxes generated. In Glenn Heights, retail areas may also include office space.

The proposed development aligns with that of a Retail Development.

FISCAL IMPACT

The City will collect sales taxes on all taxable products at the standards rate of 0.010000%.

PUBLIC CONTACT

Notices were mailed to adjacent property owners within two hundred feet (200') of the subject property by December 25, 2020. Notice was also published in a local

newspaper by December 27, 2020 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance.

RECOMMENDATIONS

Staff recommends approval of the proposed Planned Development as presented.

PREPARED BY

Miamauni Hines, Planner

REVIEWED BY

Marlon Goff, Director of Planning and Development Services

ATTACHMENTS

- I. US Scripts Lease Agreement
- II. US Scripts Floor Plan

STANDARD SHOPPING CENTER LEASE AGREEMENT

In consideration to the mutual covenants and upon the terms and conditions set forth in Part One "Fundamental Lease Provisions," Part Two "Special Lease Provisions," Part Three "General Lease Provisions," and other attachments and exhibits to this Standard Shopping Center Lease Agreement (the "Lease"), EBLA INVESTMENT, L.P., a Texas limited partnership, ("Landlord") hereby leases to the Tenant named below and Tenant hereby leases from Landlord, certain "Demised Premises" described below.

PART ONE
FUNDAMENTAL LEASE PROVISIONS

1. TENANT: US Scripts Rx LLC
2. DEMISED PREMISES: A space of approximately 1,003 square feet known locally as 133 W. Ovilla Road, Glenn Heights, Texas 75154 being a part of the Shopping Center situated upon the property described in Exhibit "A" and being further identified and located on the site plan shown on Exhibit "B." "Shopping Center" shall refer to the property described in Exhibit "A," together with such addition and other changes as Landlord may from time to time designate as included within the Shopping Center. The "Demised Premises," unless otherwise defined, shall be the interior area measured from the outside of any exterior walls (typically side walls). Any land area of the Shopping Center portion of the structures thereon not contained in the Demised Premises or premises demised to other tenants or set aside by Landlord for such purpose and which of such areas Landlord designates for public non-exclusive use are defined as "Common Areas" (for example: parking lot, alleys, sidewalks).
3. TERM: Beginning on October 1, 2020 (the "Commencement Date") and ending one year later, September 30, 2021 (the "Expiration Date").
4. INITIAL MONTHLY RENTAL: \$1,150.00 per month (subject to increases in future Operating Costs) ("Monthly Rental"). Monthly Rental will be due and payable on the first day of each calendar month, beginning January 1, 2021. A deposit equal to the first full month's rental of \$1,150.00 will be due and payable upon execution of this Lease, which rental will be applied to the first month's rent otherwise due on January 1, 2021. Each and every month thereafter, Monthly Rental in the amount of \$1,150.00 shall be due and payable in advance on the first (1st) day of each and every subsequent month
5. PORTION OF INITIAL MONTHLY RENTAL WHICH IS NET RENTAL: \$836.56 per month.

6. PORTION OF INTIAL MONTHLY RENTAL ALLOCATED TO OPERATING COSTS: \$313.44 per month. Such Operating Costs shall be subject to future increases based on actual costs. See Article 31 of Part 3, "General Lease Provisions."
7. SECURITY DEPOSIT: \$1,150.00. Security Deposit shall be due upon execution of the Lease.
8. LATE PAYMENT CHARGE: In the event any Monthly Rental payment is not paid within five (5) days of its due date, Tenant agrees to pay a "Late Payment Fee" of ten (10%) percent of the Monthly Rental as additional rent for each month a Monthly Rental payment is not made within five (5) days of its due date.
9. DEMISED PREMISES USE: Pharmacy
10. PERCENTAL RENTAL RATE: The Lease does not incorporate a Percentage Rental Agreement and any incidental references to Percentage Rate appearing in this Lease are intended to be deleted.
11. ADDRESSES FOR NOTICES AND PAYMENT OF MONTHLY RENTAL AND OTHER CHARGES:

TO LANDLORD:

Ebla Investment, L.P.
Attn: Walid Alameddine
105 YMCA Drive
Waxahachie, Texas 75165
Email: alamedwt@victrongroup.com
with a copy to bdaves@victrongroup.com

TO TENANT:

US Scripts Rx LLC
Attn: Kim Xiong
1112 N. Hwy. 377 Ste. 105
Roanoke, Texas 76262
Email: usscriptsrx@gmail.com

Any notice to be provided herein is conclusively presumed to have been received upon proof of mailing by certified or registered mail to the above-noted addresses, or upon email with proof of delivery to the above-noted email addresses.

12. FEES OR COMMISSIONS: Landlord and Tenant represent that neither has engaged with a broker in entering into this Lease.
13. INCORPORATION OF OTHER PROVISIONS: All of the provisions, covenants and conditions set forth in Part Two, Part Three and all other attachments and exhibits described in the attached Lease, are by this reference incorporated into the Fundamental Lease Provisions as fully as if same were set forth at length in the Fundamental Provisions. In the event of any conflict between a provision of the Fundamental Lease Provisions, on the one hand, and a provision in Part Two, Part Three or exhibits or other attachments, on the other hand, the expanded language of Part Two will control over Part One and Part Three, and specified detailed language contained in any Exhibit shall control over the general language set out in any other part of this Lease.

14. ATTACHMENTS AND EXHIBITS: The following titled attachments and/or exhibits are attached to this Lease and are by this reference incorporated into the Fundamental Lease Provisions as fully as if same were set forth at length in the Fundamental Lease Provisions.

Part Two	Special Lease Provisions
Part Three	General Lease Provisions
Exhibit A	Legal Description
Exhibit B	Floor Plan
Exhibit C	Insurance Requirements

This Lease has been executed by Landlord and Tenant as of the day of 10/4/2020 2020.

LANDLORD:

EBLA INVESTMENT L.P.,
a Texas limited partnership
By: Ebla Management, LLC, a Texas
limited liability company, its General Partner

BY: DocuSigned by:
Walid Alameddine
AB1C240FE6A44EA
Walid Alameddine, Vice President

TENANT:

US Scripts Rx LLC, a Texas limited
liability company

By: DocuSigned by:
Kim Xiong
C831ACA8D0AE47A
Kim Xiong, Manager

PART TWO

SPECIAL LEASE PROVISIONS

Notwithstanding any other terms of this Lease, the following Special Provisions shall apply and are agreed to by Landlord and Tenant:

1. **Signage** – Landlord agrees to allow Tenant to install its sign panel on the existing sign box above the entry to the Demised Premises at Tenant's expense. Such sign shall be installed immediately prior to Tenant opening for business in the Demised Premises. Additionally, Landlord agrees to allow Tenant to install its sign on the multi-tenant pole sign in the front common area of the Shopping Center at Tenant's expense. Prior to installation of any sign, Tenant's sign company shall present plans and drawings of the proposed signage for Landlord's approval. Landlord shall have the right to approve or disapprove of the design or installation plan at Landlord's discretion. Tenant's sign company shall provide Landlord with an insurance certificate prior to the commencement of any installations.
2. **Condition of Demised Premises** – It is understood and agreed that Tenant has inspected the Demised Premises and accepts it in "as is, where is" condition. Any improvements to the Demised Premises shall be made under the construction guidelines required by Landlord and paid by Tenant.
3. **Renewal Option** – Tenant shall have the option to renew for an additional year ("Renewal Option").

INITIAL:


LANDLORD


TENANT

**PART THREE
GENERAL LEASE PROVISIONS**

ARTICLE 1. TERM.

A. The term of this Lease will commence on the date (the "Commencement Date") set forth in Part One ("Fundamental Lease Provisions") and will terminate on the date set forth in the "Fundamental Lease Provisions" ("Expiration Date") unless sooner terminated in accordance with the provisions of this Lease.

B. If Landlord fails for any reason to tender possession of the Demised Premises to Tenant on the date provided therefor set forth in the "Fundamental Lease Provisions:" (i) Landlord will not be liable to Tenant for any direct or consequential loss resulting to Tenant from the delay; (ii) the validity of this Lease will not be affected; and (iii) the term of this Lease will not be extended. If building codes, zoning ordinances, laws, statutes or governmental impositions result in costs or requirements not anticipated by Landlord or to which Landlord reasonably objects, then Landlord reserves the right to terminate this Lease without tendering possession of the Demised Premises to Tenant, return Tenant's security deposit and prepaid rental (if any) to Tenant, and thereafter Landlord and Tenant shall have no further liability to each other hereunder. In no event shall Landlord be deemed to have committed an event of default hereof if, due to the foregoing, Landlord is unable to timely complete Landlord's Work (if any is required by this Lease).

C. Although rental and other monetary obligations shall begin to accrue only upon the Commencement Date, all other terms of this Lease are effective upon the execution hereof.

ARTICLE 2. MONETARY PROVISIONS.

A. Tenant agrees to pay Landlord, without offset or deduction, rent ("Monthly Rental") for the Demised Premises as set forth in item 4, Part One, "Fundamental Lease Provisions" and Part Two, "Special Lease Provisions," if applicable, in advance in lawful money of the United States, provided, however, Landlord reserves the right at any time to refuse to accept a payment of Monthly Rental in the form of Tenant's personal or corporate check and to demand payment in cash, cashier's check or money order and thereafter delivery of Tenant's personal or corporate check will no longer constitute a payment of Monthly Rental as provided in this Lease. Any acceptance of Monthly Rental in the form of a personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver or estoppel of Landlord's right to require other Monthly Rental in the form of cash cashier's check or money order. One such installment of Monthly Rental shall be due and payable on or before the Commencement Date of this Lease as set forth in Part One, and a like monthly installment shall be due and payable on the date set forth in Part One, "Fundamental Lease Provisions" for each calendar month during the term hereof; provided that, in the event the term hereof shall commence or end during a calendar month, the Monthly Rental for any fractional calendar month following the Commencement Date or preceding the Expiration Date of this Lease shall be prorated on a daily basis.

B. In the event any installment of Monthly Rental is not received by the close of Landlord's business on the fifth (5th) day following the due date thereof for any reason whatsoever it is agreed that such installment of Monthly Rental shall be increased by an amount equal to ten cents (\$0.10) for every dollar (\$1.00) thereof as a service fee. Such service fees shall be additional rental hereunder shall not be considered as a deduction for percentage rental (if applicable) and shall be due and payable on demand. In addition, in the event Landlord receives a check from or on behalf of Tenant which is not honored by payor's bank then such check shall not be considered as payment of Tenant's installment of Monthly Rental for purposes of Article 18 hereof, or purposes of the application of the service fees described in the previous sentence and Tenant shall pay an additional amount, on demand and as additional rent, equal to Fifty and No/100 Dollars (\$50.00) to Landlord in order to compensate Landlord for its administrative and other overhead expense, for any such check which is not honored by Tenant's bank.

C. Tenant has deposited with Landlord, upon Tenant's execution of this Lease, the amount set forth in item 7, Part One, "Fundamental Lease Provisions" as a security deposit. Each assignee of Tenant or other successor-in-interest to Tenant shall deposit with Landlord, as a condition precedent to Landlord's acceptance of such assignment or succession, an "additional security deposit" (herein so called) equal to the anticipated amount of the Monthly Rental for the final month of the then current lease term. Such security deposit and additional security deposit shall be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease. The security deposit and additional security deposit do not constitute an advance payment of Monthly Rental or a measure of liquidated damages in case of default by Tenant. Upon the occurrence of any event of default, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use the security deposit and then the additional security deposit to the extent necessary to make good any arrearages of rent and any other damage, injury, expense or liability caused to Landlord by such event of default. Following any such application of the first security deposit and then the additional security deposit, Tenant shall pay to Landlord, on demand, the amount so applied in order to restore the security deposit and additional security deposit to its full amount. If Tenant is not then in default hereunder, any remaining balance of such security deposit and additional security deposit shall be returned by Landlord to Tenant, its assignee(s) or predecessor(s) in interest no later than thirty (30) days following expiration or termination of this Lease.

D. In addition to all other sums due under this Lease, Tenant will pay to Landlord in the manner and at the time set forth in Article 31 hereof any increases in the Operating Cost (hereinafter defined) as provided for therein.

E. Any payments to be made by Tenant to Landlord under this Lease in addition to the Monthly Rental, whether or not denominated as rent, will be deemed to be additional rent under this Lease for the purpose of securing its collection and will constitute rent for purposes of Section 502 of Bankruptcy Code, Landlord will have the same rights and remedies upon Tenant's failure to make such payments as for the nonpayment of Monthly Rental.

F. Tenant fully waives, releases and discharges all liens upon Landlord's property in Tenant's possession and on rent due to Landlord.

G. Tenant's covenant to pay rent is entirely independent of Landlord's obligations stated in this Lease. Tenant waives any right to claim that Tenant's covenant to pay rent is conditional upon or otherwise subject to Landlord's duties.

ARTICLE 3. ACCEPTANCE OF PREMISES. Tenant acknowledges that Tenant has fully inspected the Demised Premises and accepts the Demised Premises, and any buildings and improvements situated thereon, as suitable for the purposes for which the same are leased in "as is, where is" condition, except as may be set forth in Part Two, Special Lease Provisions. Based upon such inspection and acceptance, Tenant waives all express and implied warranties of suitability with respect to the Demised Premises. Neither Landlord nor its brokers have made any representations or warranties with respect to the Demised Premises except as expressly contained in this Lease.

ARTICLE 4. USE OF DEMISED PREMISES. The Demised Premises shall be used and occupied only for the purpose as set forth in item 9, Part One, Fundamental Lease Provisions and not otherwise without the prior written consent of Landlord, which may be withheld at the sole discretion of Landlord, Tenant shall at Tenant's sole cost and expense obtain any and all governmental licenses, permits and approvals necessary for such use.

ARTICLE 5. COMPLIANCE WITH LAW. Tenant shall promptly comply with all governmental laws, ordinances and regulations applicable to the use of the Demised Premises, including all environmental laws, building codes and the Americans with Disabilities Act, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the Demised Premises, all at Tenant's sole cost and expense.

ARTICLE 6. MAINTENANCE BY LANDLORD.

A. Landlord shall at Landlord's sole cost and expense maintain only the structural members of the roof, foundation and exterior walls (excluding all windows, window glass, plate glass and all doors) of the Demised Premises in good repair and condition, reasonable wear and tear excepted. Landlord shall not be required to make repairs of damage occasioned by or resulting from the act of negligence of Tenant. Landlord shall not be required to make repairs of damage caused by vandalism, malicious mischief, burglaries or breaking (unless such vandalism, malicious mischief, burglary or break-in damage is covered by valid and collectible insurance and is collected thereunder). Tenant shall give immediate written notice to Landlord if the need for repairs or corrections, and Landlord shall proceed promptly to make the repairs or corrections required of Landlord hereunder. In the event any repairs are required to be made by Landlord, Tenant shall, at Tenant's sole cost and expense, promptly remove Tenant's fixtures, inventory and other property and equipment maintained by Tenant to the extent required to enable Landlord to make such repairs. In addition, Landlord's liability hereunder shall be limited to the cost of such repairs or corrections, and in no event shall Landlord be liable to Tenant for damage to Tenant's fixtures, inventory and other property or equipment nor for damages resulting from business interruption.

B. Landlord represents that at the Commencement Date, the plumbing, electrical system, and exterior doors, and any fire protection sprinkler system, heating system, air conditioning equipment and elevators (the "Covered Items") existing on the date of this Lease or to be provided by Landlord, are or will be in good operating condition. Tenant shall furnish to Landlord immediate written notice in the event any such Covered Item should not be found in initial good working order. *Notwithstanding the foregoing Landlord shall not be obligated to repair or replace any such items:* (i) after the date that is one month from the Commencement Date; (ii) if Tenant has assumed this Lease or subleased all or any portion of the Demised Premises from the Tenant identified in Section 1, Part One, or such Tenant's permitted successors and assigns; or (iii) if this Lease represents a replacement, novation, restatement or renewal of or amendment to an existing lease agreement between Landlord and Tenant, with respect to the Demised Premises or any portion thereof.

ARTICLE 7. MAINTENANCE BY TENANT.

A. Tenant shall maintain in good repair and condition at Tenant's sole cost, expense and risk all other parts of the Demised Premises and all fixtures, equipment and personal property on the Demised Premises not required to be maintained by Landlord, including, but not limited to, repairs (including all necessary replacements) of the windows, window glass, plate glass,

doors, heating system, air conditioning equipment, fire protection sprinkler system, elevators, interior and exterior plumbing, and the interior of the Demised Premises in general.

B. Tenant shall, throughout the term of this Lease, take good care of the Demised Premises and all fixtures, equipment and personal property on the Demised Premises and keep them free from waste or nuisance and, at the expiration or termination of this Lease, deliver up the Demised Premises clean and free of trash and in good repair and condition, with all fixtures, equipment and personal property situated in the Demised Premises on the Commencement Date of this Lease, or replacements, thereof, in working order, reasonable wear and tear and damage by fire, tornado or other insured casualty excepted.

C. In the event Tenant shall fail to maintain the Demised Premises and the fixtures, equipment and personal property situated thereon in accordance with this Article 7, Landlord shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable costs therefor expended by Landlord shall be reimbursed by Tenant on demand.

ARTICLE 8. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

A. Tenant shall not create any openings in the roof or exterior walls, or make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord. Consent for non-structural alterations, additions or improvements shall not be unreasonably withheld by Landlord. Tenant shall have the right to erect or install shelves, bins, machinery, air conditioning or heating equipment and trade fixtures, provided that Tenant complies with all applicable governmental laws ordinances and regulations. At the expiration or termination of this Lease, Tenant shall have the right to remove such items so installed, provided Tenant is not in default at the time of such removal and provided further that Tenant shall, at the time of removal of such items repair in a good and workmanlike manner any damage caused to the Demised Premises by the installation or removal thereof.

B. Tenant shall pay for all cost incurred or arising out of alterations, additions or improvements in or to the Demised Premises and shall not permit a mechanic's or materialman's lien to be asserted or filed against the Demised Premises or Tenant's interest in this Lease. Upon request by Landlord, Tenant shall deliver to Landlord lien waivers, releases and proof of payment reasonably satisfactory to Landlord of all costs incurred or arising out of any such alterations, additions or improvements.

C. Except as provided in Subsection A. above, all alterations, additions or improvements in or to the Demised Premises shall become the property of Landlord at the expiration or termination of this Lease; provided, however, Landlord may direct Tenant remove all or any of such alterations, additions or improvements by given written notice to Tenant prior to the expiration or termination of this Lease. Upon such direction from Landlord, Tenant shall promptly remove such alterations, additions and improvements and any other property placed in the Demised Premises by Tenant and Tenant shall repair in a good and workmanlike manner any damage caused to the Demised Premises by such removal.

ARTICLE 9. SIGNS. Tenants hereby agrees that Tenant shall, at Tenant's sole cost and expense, erect a sign advertising Tenant's business being conducted in the Demised Premises prior to commencing operation of the Tenant's business, provided, however, such sign shall be in accordance with plans and specifications approved in advance by Landlord and shall comply with the other terms and conditions contained in this Article. In no event shall Tenant be allowed to place a trailer sign, banner, or other such temporary signage within the Shopping Center without first obtaining Landlord's prior written consent. Tenant shall not paint, place or affix any signs or other object upon or to the roof exterior walls, windows or doors of the Demised Premises or otherwise deface the roof, exterior walls, windows or doors of the Demised Premises without prior written consent of Landlord which may be withheld at the sole discretion of Landlord. Any signs installed by Tenant shall conform with all applicable laws and deed or other restrictions. Tenant shall pay for the utilities necessary to operate Tenant's signs and Tenant shall keep all of Tenant's signs in good repair and shall remove all signs at the termination of this Lease and shall repair any damage and close any holes caused or revealed by such removal.

ARTICLE 10. WAIVER OF SUBROGATION. Each party hereto waives any and every claim which arises or may arise in such party's favor against the other party hereto during the term of this Lease for any and all loss of, or damage to, any of such party's property located within or upon, or constituting a part of, the Demised Premises, which loss or damage is covered by valid and collectable fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Such mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), each party hereby agrees immediately to give to each insurance company which has issued to such party policies of fire and extended coverage insurance, written notice of the terms of such mutual waivers, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waivers.

ARTICLE 11. LANDLORD'S RIGHT OF ENTRY.

A. Landlord and Landlord's authorized representatives shall have the right, at any time, to enter the Demised Premises (i) to inspect the general condition and state of repair thereof, (ii) to make repairs required or permitted under this Lease, (iii) to show the Demised Premises to any prospective mortgagee, tenant or purchaser or (iv) for any other reasonable and lawful purpose.

B. During the final one hundred fifty (150) days of the term of this Lease, Landlord and Landlord's authorized representatives shall have the right to erect and maintain on or about the Demised Premises customary signs advertising the Demised Premises for lease or sale.

ARTICLE 12. UTILITY SERVICES. Tenant shall pay the cost of all utility services, including, but not limited to, initial connection charges, all charges for gas, water, sewer, telephone and electricity used on the Demised Premises, and for all electric light lamps and tubes. In addition, Tenant hereby acknowledges and agrees that it is Tenant's obligation to contact such utility companies for such initial connection to the Demised Premises and Tenant further agrees that Tenant shall make application for such initial connection within (10) days after the date of execution hereof.

ARTICLE 13. ASSIGNMENT AND SUBLEASING.

A. Tenant shall not, without the prior written consent of Landlord, which may be withheld at the sole discretion of Landlord, assign this Lease or sublet the Demised Premises or any part thereof. Any assignment or subletting shall be expressly subject to all the terms and provisions of this Lease, including ARTICLE 52.A, as well as the provisions of ARTICLE 4 pertaining to the use of the Demised Premises. In the event of any assignment or subletting, Tenant shall not assign Tenant's rights hereunder or sublet the Demised Premises without first obtaining and delivering to Landlord a written agreement from each such assignee or sublessee whereby each such assignee or sublessee agrees to be bound by the terms and provisions of this Lease. No such assignment or subletting shall constitute a novation. In the event of the occurrence of an event of default while the Demised Premises are assigned or sublet, Landlord, in addition to any other remedies provided herein or by law, may at Landlord's option, collect directly from such assignee or subtenant all rents becoming due under such assignment or subletting and apply such rent against any sums due to Landlord hereunder. No direct collection by Landlord from any such assignee or subtenant shall release Tenant from the payment or performance of Tenant's obligations hereunder.

B. As a condition precedent to any assignment or subletting consented to by Landlord, Tenant or Tenant's proposed assignee or subtenant shall pay to Landlord a transfer of the greater of Two Hundred Fifty and No/100 (\$250.00) Dollars or ten (10%) percent of the then current Monthly Rental installment provided for herein. Failure to pay such transfer fee shall render any attempted assignment or subletting null and void and shall constitute an event of default under this Lease.

C. If a Tenant is a partnership, venture, corporation, or any other entity, then for the purpose of this Article 13, any transfer of partnership or venture interests, stock, shares, or similar representation of ownership, shall be deemed to be an assignment and shall be prohibited without first obtaining the prior written consent of Landlord.

ARTICLE 14. FIRE AND CASUALTY DAMAGE.

A. If the building or other improvements situated on the Demised Premises should be damaged or destroyed by fire, tornado or other casualty, Tenant shall give immediate written notice thereof to Landlord.

B. If the building or other improvements situated on the Demised Premises should be substantially or totally destroyed by fire, tornado or other casualty, or so damaged that rebuilding or repairs cannot reasonably be completed within one hundred eighty days (180) days from the date of written notification by Tenant to Landlord of the happening of the destruction or damage, this Lease shall terminate at the option of Landlord and rent shall be abated for the unexpired portion of this Lease, effective from the date of actual receipt by Landlord of such written notification from Tenant. If this Lease is not terminated, the building and other improvements shall be rebuilt or repaired and rent abated to the extent provided under Section C.

C. If the building or other improvements situated on the Demised Premises should be damaged by fire, tornado or other casualty but not to such an extent that rebuilding or repairs cannot reasonably be completed within one hundred eighty days (180) days from the date of written notification by Tenant to Landlord of the happening of the damage, this Lease shall not terminate, but Landlord shall, at Landlord's sole cost, expense and risk, subject in each even to Landlord's receipt of satisfactory insurance proceeds therefor, proceed forthwith and use reasonable diligence to rebuild or repair such building and other improvements situated on the Demised Premises (other than leasehold improvements made by Tenant or any assignee, subtenant or other occupant of the Demised Premises) to substantially the condition in which they existed prior to such damage; provided, however, if the casualty occurs during the final eighteen (18) months of the term of this Lease, Landlord shall not be required to rebuild or repair such damage unless Tenant shall exercise tenant's renewal option (if any is contained herein) within fifteen (15) days after the date of receipt by Landlord from Tenants of the notification of the occurrence of the damage. If Tenant does not elect to exercise Tenant's renewal option or if there is no renewal option contained herein or previously unexercised at such time, this Lease shall terminate at the option of Landlord and rent shall be abated for the unexpired portion of this Lease, effective from

the date of actual receipt by Landlord of the written notification from Tenant of the occurrence of the damage. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably.

D. During the lease term, Landlord shall maintain policies of insurance covering loss of or damage to the Shopping Center and the Demised Premises in such amount or percentage of replacement value as Landlord deems reasonable in relation to the age, location, type of construction and physical condition of the Shopping Center and the Demised Premises and the availability of such insurance at reasonable rates. Such policies shall provide protection against all perils included within the classification of fire and extended coverage and any other perils which Landlord deems necessary. Tenant shall, at Tenant's expense, maintain primary insurance on its fixtures, equipment and building improvements for the full replacement cost thereof. Tenant shall not do or permit to be done anything which invalidates any such insurance policies. Any casualty and liability insurance which may be carried by Tenant shall name Landlord as an additional insured. Landlord may elect to self-insure or purchase such insurance.

E. Tenant shall not permit any operation or activity to be conducted or storage or use of any volatile or any other materials on or about the Demised Premises that would cause suspension or cancellation of any fire and extended coverage insurance policy carried by Landlord, or increase the premiums therefor, without the prior written consent of Landlord. If Tenant's use and occupancy of the Demised Premises causes an increase in the premiums for any fire and extended coverage insurance policy carried by Landlord as of the day immediately prior to Tenant's possession of the Demised Premises under this Lease, Tenant shall pay, as additional rental, the amount of such increase to Landlord upon demand and presentation of written evidence of the increase by Landlord.

F. During the lease term, Tenant shall maintain a policy of comprehensive public and all-risk liability insurance as well as "dram shop" insurance if Tenant sells or serves alcoholic beverages, at Tenant's expense, insuring Landlord against liability arising out of the ownership, use, occupancy, or maintenance of the Demised Premises. The initial amount of such insurance shall be at least \$1,000,000 combined single-limit bodily injury and property damage, for each occurrence, and shall be subject to periodic increases based upon such economic factors as Landlord shall determine, in Landlord's discretion, exercised in good faith. However, the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. The policy shall contain cross-liability endorsements, if applicable, and shall insure Tenant's performance of the indemnity provisions for Article 15. Such policy shall contain a provision which prohibits cancellation or modification of the policy except upon thirty (30) days' prior written notice to Landlord. Tenant may discharge its obligations under this Article by naming Landlord as an additional insured under a policy of comprehensive liability insurance maintained by Tenant and containing the coverage and provisions described in this Article. Tenant shall deliver a copy of such policy or certificate (or a renewal thereof) to Landlord prior to the Commencement Date and prior to the expiration of any such policy during the lease term. If Tenant fails to maintain such policy, Landlord may elect to maintain such insurance at Tenant's expense. Tenant shall, at Tenant's expense, maintain such other liability insurance as Tenant deems necessary to protect Tenant.

G. If Landlord elects to rebuild or repair the Demised Premises after a casualty event pursuant to this Article 14, then, upon substantial completion of such reconstruction, Tenant shall replace and restore all leasehold improvements, furnishings, fixtures, equipment, and inventory in order to open the Demised Premises for business to the public not later than the 60th day after the date of such substantial completion.

H. Notwithstanding the provisions of this Article 14, if the terms hereof are modified in Part Two or in any exhibits, then such exhibits and modifications shall supersede all conflicting terms hereof.

ARTICLE 15. INDEMNITY AND EXCULPATION.

A. Landlord shall not be liable to Tenant or to Tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damage to property on or about the Demised Premises or any adjacent area own by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, servants, customers, invitees, subtenants, licensees or concessionaires or any other person entering the Demised Premises under express or implied invitation of Tenant or arising out of the use of the Demised Premises by Tenant and the conduct of Tenant's business there in, or arising out of any breach or default by Tenant in the performance of Tenant's obligations hereunder; and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury. Tenant shall not be liable for any injury or damage caused by the negligence or misconduct of Landlord, or Landlord's employees or agents, and Landlord agrees to indemnify Tenant and hold Tenant harmless from any loss, expense or damage arising out of such damage or injury.

B. Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to persons or damage to property resulting from the Demised Premises or other premises owned by Landlord becoming out of repair or by defect in or failure of equipment, pipes, wiring, or broken glass, or by the backup of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Demised Premises, regardless of the source, or by dampness (except where due to Landlord's willful failure to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs) or by fire, explosion, falling plaster or ceiling or any resultant damages to Tenant's leasehold

improvements, fixtures, furnishings, equipment or inventory. Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Landlord or caused by operations in construction of any private, public or quasi-public work, or of any other persons whomsoever, excepting only duly authorized agents and employees of Landlord.

C. EXCEPT FOR ANYTHING ARISING FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF LANDLORD AND THE OFFICERS, AGENTS, DIRECTORS, EMPLOYEES SUBSIDIARIES, PARTNERS, AND COUNSEL OF LANDLORD, TENANT HEREBY UNCONDITIONALLY AND IRREVOCABLY AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD AND LANDLORD'S OFFICERS, AGENTS, DIRECTORS, SUBSIDIARIES, PARTNERS, EMPLOYEES, LICENSEES AND COUNSEL HARMLESS, TO THE EXTENT OF TENANT'S COMPARATIVE NEGLIGENCE, IF ANY FROM AND AGAIN ANY AND ALL NOT LIABILITY, DEMAND, DAMAGE, JUDGMENT, SUIT, CLAIM, DEFICIENCY, INTEREST, FEE, CHARGE, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, INTEREST COURT COSTS AND PENALTIES, ATTORNEY'S FEES AND DISBURSEMENTS AND AMOUNTS PAID IN SETTLEMENT, OR LIABILITIES RESULTING FROM ANY CHANGE IN FEDERAL, STATE OR LOCAL LAW OR REGULATION OR INTERPRETATION HEREOF) OF WHATEVER NATURE, ON A COMPARATIVE NEGLIGENCE BASIS, EVEN WHEN CAUSED IN PART BY LANDLORD'S NEGLIGENCE OR THE JOINT OR CONCURRING NEGLIGENCE OF LANDLORD AND ANY OTHER PERSON OR ENTITY WHICH MAY RESULT OR TO WHICH LANDLORD AND/OR ANY OF LANDLORD'S OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, PARTNERS, LICENSEES AND COUNSEL MAY SUSTAIN, SUFFER, INCUR OR BECOME SUBJECT TO IN CONNECTION WITH OR ARISING IN ANY WAY WHATSOEVER OUT OF THE LEASING, OPERATION, PROMOTION, MANAGEMENT, MAINTENANCE, REPAIR, USE OR OCCUPATION OF THE DEMISED PREMISES, OR ANY OTHER ACTIVITY OF WHATEVER NATURE IN CONNECTION THEREWITH, OR ARISING OUT OF OR BY REASON OF ANY INVESTIGATION, LITIGATION OR OTHER PROCEEDINGS BROUGHT OR THREATENED, ARISING OUT OF OR BASED UPON THE LEASING, OPERATION, PROMOTION, MANAGEMENT, MAINTENANCE, REPAIR, USE OR OCCUPANCY OF THE DEMISED PREMISES, OR ANY OTHER ACTIVITY ON THE DEMISED PREMISES. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS LEASE.

D. Notwithstanding anything in this Lease to the contrary, in no event shall Tenant ever seek or obtain any judgment against Landlord or its partners, venturers, shareholders, directors, officers, employees, agents or contractors for damages. Tenant's sole recourse if Landlord commits an event of default herein, shall be with respect to equitable remedies of restraining orders and injunctive relief, and recourse against Landlord's equity in the Shopping Center. Tenant waives all other rights and remedies not expressly states in this subarticle.

ARTICLE 16. CONDEMNATION.

A. If, during the term of this Lease or any extension or renewal thereof, all or a substantial part of the Demised Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or condemnation, or should be sold under threat of such action, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective from the date that such authority takes possession of the Demised Premises.

B. If less than a substantial part of the Demised Premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or condemnation, or is sold to such authority under threat of such action. Landlord, at Landlord's option, may be written notice terminate this Lease or shall forthwith at Landlord's sole cost, expense and risk restore and reconstruct the building and other improvements (other than leasehold improvements made by Tenant or any assignee, subtenant or other occupant of the Demised Premises) situated on the Demised Premises to substantially the same condition that existed prior the taking. The rent payable hereunder during the unexpired portion of this Lease shall be adjusted in a manner deemed equitable by the Landlord acting in its good faith discretion.

C. All damages awarded for any such taking under the power of eminent domain, whether for the whole or any part of the Demised Premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee; provided, however, Landlord shall not be entitled to any award made to Tenant for loss of or damage to Tenant's trade fixtures and removable personal property or for cessation or interruption of Tenant's business so long as such award to Tenant is in addition to and exclusive of the award for compensation for diminution in value of the leasehold and fee. The termination of this Lease shall not affect the rights of Landlord and Tenant to such respective awards.

D. Tenant agrees to cooperate fully in every way with Landlord, the owners and their respective counsel in pursuing any and all such awards, including by providing any and all financial and other records and income tax records kept by

Tenant and by providing testimony if needed. Tenant is aware that the Demised Premises are subject to condemnation proceedings at any time, and is aware that there are currently contemplated proceedings that will materially impact ingress and egress to and from the Demised Premises (including the loss of an entrance/exit to and from the Demised Premises, changes in roads/traffic, and denial of access areas), and Tenant hereby waives any and all rights to compensation therefor. Termination of this Lease shall not affect the rights of Landlord and the owners to all of such awards and to the full cooperation of Tenant as outlined above. Tenant shall be entitled to any relocation costs paid voluntarily by any condemnor that are associated with personal property owned by Tenant.

ARTICLE 17. HOLDING OVER. Should Tenant, or any of Tenant's permitted successors in interest fail to surrender the Demised Premises, or any part thereof, on the expiration of the term of this Lease, such holding over shall constitute a tenancy from day to day only, terminable at any time by either Landlord or Tenant after ten (10) days prior written notice to the other, at a rental amount equal to two hundred percent (200%) of the Monthly Rental paid for in the last month of the term of this Lease, prorated on a daily basis.

ARTICLE 18. DEFAULT BY TENANT. The following events shall be deemed to be events of default by Tenant under this Lease:

A. Failure of Tenant to pay any installment of rent or any other monetary obligation on the date that same is due and such failure shall continue for a period of five (5) days.

B. Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of rent or other monetary obligation, and such failure shall not be cured within fifteen (15) days after written notice thereof to Tenant.

C. Insolvency, the making of an transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligations

D. Filing of a petition under any section of chapter of the nation Bankruptcy Act or United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof by Tenant or any guarantor of Tenant's obligations, adjudication as a bankrupt or insolvent in proceeding filed against Tenant or such guarantor.

E. Appointment of a receiver or trustee for all of substantially all of the assets of Tenant or any guarantor of Tenant's obligations.

F. Abandonment by Tenant of any portion of the Demised Premises or cessation of use of the Demised Premised for the purpose leased.

G. Filing by or against Tenant of a mechanic's or materialmen's lien or claim, or security interest, against the Shopping Center, the Demised Premises or Tenant's interest in this Lease.

H. Issuance of writ of execution or garnishment, or similar writ, against Tenant or Tenant's guarantor.

I. Landlord's receipt of notice from Tenant's lender(s) stating that Tenant has breached or otherwise incurred an event of default (or may, with the passage of time breach or incur an event of default) with respect to indebtedness or other obligation owed by Tenant or any of Tenant's guarantors to such lender(s).

ARTICLE 19. REMEDIES OF LANDLORD. Upon the occurrence of any of the events of default listed in Article 18, Landlord shall have the option, without any notice or demand whatsoever, to pursue any remedy at law or in equity, including, but not limited to, one or more of the following remedies:

A. Terminate this Lease and declare the Lease to be forfeited, in which event Tenant shall immediately surrender the Demised Premises to Landlord, If Tenant fails to so surrender the Demised Premises, Landlord may, without prejudice to any other remedy which Landlord may have for possession of the Demised Premises or arrearages in rent, peaceably and in accordance with any applicable laws and Article 19.F hereof, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying the Demised Premises or any part thereof, without being liable for prosecution or any claim for damages therefor.

B. Maintain this Lease, suing for rental and other damages from time to time, at Landlord's sole discretion, as such rental becomes due.

C. With respect to the remedy provided in Article 19.A and only to the extent allowable by law, Landlord may demand that Tenant pay to Landlord all loss and damages incurred through Landlord's inability to relet the Demised Premises on satisfactory terms. As an alternative additional remedy of Landlord to that first stated here in, Landlord may demand that Tenant

pay to Landlord a termination fee in an amount equal to the excess, if any, of the total amount of all Monthly Rental and other amounts to be paid by Tenant to Landlord hereunder (including, but not limited to, where applicable, percentage rental and additional rental, to be calculated as if the percentage rental and additional rental will be the same for each year of the unexpired term hereof as said amounts were for the applicable period immediately preceding the date of termination for the period which would otherwise have constituted the unexpired portion of the term of this Lease over the then fair market rental value of the Demised Premises for such unexpired portion of the term of this Lease.

D. Peaceably and in accordance with any applicable laws and Article 19.F hereof, enter upon and take possession of the Demised Premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and expel or remove Tenant and any other person who may be occupying the Demised Premises or any part thereof. Landlord may, at its option, relet the Demised Premises and receive the rent therefor. Tenant agrees to pay to Landlord monthly or on demand from time to time any deficiency that may arise by reason of such reletting. Tenant is liable to Landlord for all expenses of such reletting, including, but not limited to, brokerage commissions, attorneys' fees, remodeling expenses and other costs of reletting. At Landlord's option, said expenses may be deemed due and payable at the time they become known or, alternatively, Landlord may subtract such cost from the amount of rent received under such reletting and demand from Tenant, in accordance herewith, the deficiency remaining.

E. Peaceably and in accordance with any applicable laws and Article 19.F hereof, enter upon the Demised Premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to pay Landlord on demand expenses in effecting compliance with Tenant's obligations under this Lease, together with interest thereon at the maximum legal contractual rate from the date such obligations are undertaken by Landlord until paid, Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise.

F. If Tenant commits an event of default, Landlord may change the door locks to the Demised Premises without any advance notice whatsoever. Landlord shall have no duty to post any notice on Tenant's front door regarding the name and address or telephone number of the individual or company from which the new key may be obtained, and Landlord has no duty to provide a new key to the Tenant at Tenant's regular business hours. Tenant waives the provision of §93.001 of the Texas Property Code, and all subsequent amendments thereto. Landlord may, at Landlord's sole option, furnish a new key to the Tenant only if Tenant cures all of Tenant's defaults and pays Landlord all expenses of such lockout and all past due amounts by certified check, cashier's check or money order.

G. In addition to the foregoing, if Tenant commits an event of default, Landlord may elect to also terminate all or any of Tenant's rights of lease renewal, extension, purchase of all or any portion of the Shopping Center, expansion, contraction, early termination, right to receive a construction or moving allowance or any and all other future rights and entitlements of Tenant. Landlord may elect to terminate such rights but allow Tenant continued possession of the Demised Premises after Tenant has cured all defaults. Landlord's election shall be furnished to Tenant not later than the 90th day after the date that Tenant has cured each and all lease defaults to Landlord's satisfaction.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages of Landlord. In each and all events, Tenant waives any duties of Landlord and mitigate damages or assert claims by any specific date, whether such duties arise by operation of law or appellate decisions applicable to commercial tenancies in Texas.

ARTICLE 20. DEFAULT BY LANDLORD

A. No default by Landlord hereunder shall constitute an eviction or disturbance of Tenant's use and possession of the Demised Premises or render Landlord liable for damages or entitle Tenant to be relieved from any of Tenant's obligations hereunder (including the obligation to pay rent) or grant Tenant any right of deduction, abatement, set-off or recoupment or entitle Tenant to take any action whatsoever with regard to the Demised Premises or Landlord until thirty (30) days after Tenant has given Landlord written notice specifically setting forth such default by Landlord, and Landlord has failed to cure such default within said thirty (30) day period, or in the event such default cannot be cured within said thirty (30) days period then within an additional reasonable period of time so long as Landlord has commenced curative action within said thirty (30) days period and thereafter is diligently attempting to cure such default. In the event that Landlord fails to cure such default within said thirty (30) day period, or within said additional reasonable period of time, Tenant shall have the right to cure such default and bring suit against Landlord for the reasonable cost of curing same plus interest thereon at the maximum legal contractual rate.

B. If any mortgagee of Landlord has given Tenant said mortgagee's address for notices and has specifically requested Tenant to provide said mortgagee with such notice (the "Mortgagee Notice"), Tenant agrees to give the notice required hereinabove to such mortgagee at the same time Tenant gives same to Landlord, and to accept curative actions, if any, undertaken

by such mortgagee as if such curative action had been taken by Landlord. Failure of Tenant to furnish the Mortgagee Notice shall render ineffective any notices from Tenant to Landlord.

ARTICLE 21. LANDLORD'S LIEN. In addition to the constitutional and statutory Landlord's liens, Tenant hereby grants to Landlord a security interest to secure payment of all rent and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated in or upon the Demised Premises, together with the proceeds from the sale or lease thereof. Such property shall not be removed without the consent of Landlord until all arrearages in rent and other sums of money then due to Landlord hereunder shall first have been paid and discharged. Upon the occurrence of an event of default, Landlord may, in addition to any other remedies provide herein or by law, enter upon the Demised Premises and take possession of any and all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated on the Demised Premises without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any such sale. Unless otherwise required by law, notice to Tenant of such sale shall be deemed sufficient if given in the manner prescribed in this Lease at least ten (10) days before the time of the sale. Any public sale made under this Article shall be deemed to have been conducted in a commercially reasonable manner if held in the Demised Premises or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county wherein the Demised Premises are located, or if no such newspaper is published in said county in the county nearest to the Demised Premises where such a newspaper is published, for five (5) consecutive days before the date of the sale. Landlord of Landlord's assigns may purchase at a public sale and, unless prohibited by law, at a private sale. The proceeds from any disposition dealt with in this Article, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted herein. Any surplus shall be paid to Tenant or as otherwise required by law, and Tenant shall pay any deficiency forthwith. Tenant agrees to Landlord filing all financing statements and renewals as necessary to provide public record of this security interest. The constitutional and statutory liens for rent are expressly reserved; the security interest herein granted is in addition and supplementary thereto.

ARTICLE 22. ATTORNEYS' FEES. If, on account of any breach or default by Landlord or Tenant of their respective obligations under this Lease, it shall become necessary for the other to employ an attorney to enforce or defend any of such party's rights or remedies hereunder, and should such party prevail, such party shall be entitled to collect reasonable attorneys' fees incurred in such connection from the other party.

ARTICLE 23. QUIET ENJOYMENT AND SUBORDINATION. Landlord covenants, represents and warrants that Landlord has full right and power to execute and perform this Lease and to grant the estate demised herein, and that Tenant, upon payment of the rents herein reserved, and performance of the terms, conditions, covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the Demised Premises during the full term of this Lease and any extension or renewal thereof; provided however, that Tenant accepts this Lease subject and subordinate to any recorded mortgage, deed of trust or other lien presently existing upon the Demised Premises. Landlord further is hereby irrevocably vested with full power and authority by Tenant to subordinate Tenant's interest hereunder to any mortgage, deed of trust or other lien now existing or hereafter placed on the Demised Premises or to declare this Lease prior and to superior to any mortgage, deed of trust or other lien now existing or hereafter placed on the Demised Premises. Tenant agrees upon demand to execute such further instruments subordinating this Lease as Landlord may request or as may be furnished by Landlord's mortgagee(s), provided such subordinations shall be upon the express conditions that (i) this Lease shall be recognized by the mortgagee and that all the rights of Tenant shall remain in full force and effect during the full term of this Lease on condition that Tenant attorn to the mortgagee, its successors and assigns, and perform all of the covenants and conditions required by the terms of this Lease, and (ii) in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive and this Lease shall in all respects continue in full force and effect so long as Tenant shall fully perform all Tenant's obligations hereunder and attorn to the purchaser. Tenant also agrees upon demand to execute further instruments declaring this Lease prior and superior to any mortgage, deed of trust or other lien and specifically providing that this Lease shall survive the foreclosure of such mortgage, deed of trust or other lien.

ARTICLE 24. WAIVER OF DEFAULT. No waiver by the parties hereto of any or breach of any term condition or covenant of this Lease shall be deemed to be waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein. Neither notations on checks nor accompanying correspondence nor partial rent payments shall be deemed to be an accord and satisfaction, release of Tenant's previous liabilities or otherwise waive Landlord's then existing rights.

ARTICLE 25. COMMON AREAS. Tenant and Tenant's employees, agents, servants, customers and other invitees shall have the non-exclusive right to use the Common Areas (defined in Part One) provided by Landlord from time to time for use in connection with the Demised Premises, such use to be in common with Landlord, other tenants and such other tenants' employees, agents, servants, customers and other invitees, and other persons permitted by Landlord to use the same. In no event shall Tenant or Tenant's employees, agents, servants, customers, or invitees use the parking lot in the Shopping Center for auto repair, overnight storage of any vehicle or for the display of any vehicle or other item advertised for sale. Such Common Areas

shall at all times be under the exclusive control and management of Landlord and may be rearranged, modified and changed from time to time at Landlord's sole discretion. Landlord shall be responsible for the operation and maintenance of the Common Areas; the manner of operation and maintenance and expenditures therefor to be in the sole discretion of Landlord.

ARTICLE 26. RELEASE OF LANDLORD UPON TRANSFER. All of Landlord's personal liability for the performance of the terms and provisions of this Lease (except for any liability accruing prior to such transfer) shall terminate upon a transfer of the Demised Premises by Landlord, provided that the obligations of Landlord under this Lease shall be binding upon the transferee of Landlord's interest in this Lease and the Demised Premises.

ARTICLE 27. FINANCIAL INFORMATION. Tenant agrees that Tenant will from time to time upon the written request of Landlord during the term of this Lease furnish to Landlord such credit and banking references as Landlord may reasonably request.

ARTICLE 28. CORPORATE EXECUTION AND PERSONAL GUARANTY(S). If Tenant is a corporation of if this Lease shall be assigned by Tenant to a corporation or if Tenant sublets all or a portion of the Demised Premises to a Corporation, such corporation hereby agrees to execute and deliver to Landlord from time to time during the term of this Lease such instruments as Landlord may reasonably request to evidence (i) the authority of such corporation to transact business in the State of Texas and (ii) the authority of the officers of such corporation to execute this Lease or other documents executed in connection with this Lease. Such corporation further hereby agrees upon the written request of Landlord to cause to be executed and delivered to Landlord guaranty(s) of Tenant's obligations under this Lease in form acceptable to Landlord by the shareholder(s) of such corporation. Any person whose signature appears in Part One under "Guarantee" has unconditionally guaranteed this Lease.

ARTICLE 29. ESTOPPEL CERTIFICATES. Tenant agrees that from time to time, upon not less than (10) days' prior written request by Landlord, Tenant will deliver to Landlord a statement in writing certifying that:

A. This Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and stating the modifications.

B. The dates to which rent and other charges have been paid.

C. Landlord is not in default under any term or provision of this Lease or if in default the nature thereof in detail in accordance with an exhibit thereto.

D. If requested by Landlord, Tenant will not pay rent for more than one (1) month in advance and that this Lease will not be amended without notice to Landlord's mortgagee and that the same will not be terminated without the same notice required by the Lease to be furnished to Landlord also being furnished to Landlord's mortgagee and Landlord's mortgagee fails to cure such default within the curative period allowed Landlord under this Lease.

E. Such other terms and provisions as Landlord may request.

ARTICLE 30. INTEREST ON TENANT'S OBLIGATIONS AND MANNER OF PAYMENT. All monetary obligations of Tenant to Landlord under this Lease remaining unpaid after the due date of the same shall be at the option of Landlord bear interest at the maximum legal contractual rate from the due date until paid. If no due date is established in other Articles of this Lease, the "due date" shall be five (5) days after Landlord has demanded payment of such monetary obligations. If more than twice during the term of this Lease and any extension or renewal thereof Tenant's personal or corporate check is not paid by the bank on which it is drawn for whatever reason, Landlord may require Tenant to pay all future monetary obligations of Tenant under this Lease in the form of cash, cashier's check, certified check or money order on or before the due date, and delivery of Tenant's personal or corporate check will no longer constitute payment of such monetary obligations. Any acceptance by Landlord of a personal or corporate check after such notice shall not be deemed or construed as a waiver or estoppel of Landlord to require other payments as required by said notice.

ARTICLE 31. OPERATING COSTS AND ESCALATIONS OF MONTHLY RENTAL.

A. In the event that Operating Costs (as hereinafter defined) of Landlord for the Shopping Center of which the Demised Premises are part shall in any calendar year during the term of this Lease exceed the amount set forth in Article 6, Part One, Fundamental Lease Provisions (hereinafter referred to as "Estimated Per Square Foot Cost") multiplied by Total Leasable Square Feet (as hereinafter defined), Tenant agrees to pay as additional rental Tenant's pro rata share of such excess (as hereinafter defined). If such additional rental is due, Landlord shall give written notice (which notice shall include a computation of the

additional rental in reasonable detail) thereof to Tenant, and Tenant shall pay such additional rental within five (5) days after the date of such notice. Additionally, Landlord may thirty (30) days prior to the date of expiration of the term of this Lease estimate the amount by which Operating Costs during the calendar year or the expiration of the term of this Lease will exceed the product of Estimated Per Square Foot Cost multiplied by Total Leasable Square Feet (as defined in this Lease), and give Tenant written notice (which notice shall include a computation of the additional rental in reasonable detail) of Tenant's pro rata share of such (estimated) excess, and Tenant shall pay such additional rental on or before the earlier of (i) five (5) days after the date of such notice or (ii) the date of the expiration of the term of this Lease. Termination of this Lease (whether by term expiration or otherwise) shall not relieve Tenant from Tenant's obligations stated herein.

B At any time and from time to time during the term of this Lease, Landlord will have the right, by notice to Tenant, to change the monthly amount then payable by Tenant for Tenant's Estimated Per Square Foot Cost to reflect more accurately, in the reasonable judgment of Landlord, Tenant's actual pro rata share of Operating Costs for the then current calendar year. Tenant will then begin paying the revised estimate amount together with the next Monthly Rental payment due after receipt by Tenant of Landlord's notice.

C. As used in this Lease, the term "Operating Costs" includes: (i) all ad valorem and personal property taxes payable by Landlord with respect to the Shopping Center (including the common areas); (ii) the costs of all insurance (hazard, liability or otherwise) paid by Landlord with respect to the Shopping Center (including all common areas); (iii) all utility charges paid by Landlord with respect to the Shopping Center (including all common areas); (iv) the costs incurred by Landlord in performing all of the Landlord's maintenance, repair or replacement obligations with respect to the Shopping Center; (v) all costs incurred by Landlord in maintaining, repairing and making replacements and improvements to the common areas and vehicular and pedestrian access ways; (vi) garbage collection fees paid by Landlord with respect to Shopping Center; (vii) any management fee paid to property manager(s) other than Landlord's employee(s) or a reasonable imputed charge for management of the Shopping Center by Landlord's personnel at competitive rates and (viii) all other costs incurred by Landlord in operating the Shopping Center (including the common areas) except for those costs which by definition are excluded. The following costs are by definition excluded from Operating Costs: (i) mortgage costs of Landlord with respect to the Shopping Center; (ii) costs of construction of improvements within an individual tenant space in connection with new leases in the Shopping Center; (iii) brokerage, advertising and similar costs incurred by landlord in connection with leasing space in the Shopping Center; and (iv) general overhead costs of Landlord except for the imputed management charge included in Operating Costs.

D As used in this Lease, "Total Leasable Square Feet" means all leasable square feet containing within improvements located in the Shopping Center at the applicable time.

E. As used in this Lease, "Tenant's pro rata share of such excess" means the product obtained by multiplying the excess by a fraction, the numerator of which is the total leasable square feet contained in the Demised Premises and the denominator of which is Total Leasable Square Feet.

ARTICLE 32. NO RECORDING. Tenant agrees that Tenant will not record this Lease in the real property records of the county wherein the Demised Premises are located without first securing the prior written consent of Landlord, which may be withheld at Landlord's sole discretion. However, Tenant agrees upon the written request of Landlord to execute, acknowledge and deliver to Landlord a short form lease in recordable form.

ARTICLE 33. INDEPENDENT CONTRACTOR. It is understood and agreed that in leasing and operating the Demised Premises, Tenant is acting contractor and is not acting as an agent, partner, joint venture or employee of Landlord.

ARTICLE 34. CERTIFICATE OF OCCUPANCY. Tenant, at Tenant's sole cost and expense shall, prior to the Commencement Date of the Term of this Lease, apply for a Certificate of Occupancy to be issued by the municipality in which the Demised Premises are located; but this Lease shall not be contingent upon the issuance thereof. Nothing herein contained shall obligate Landlord to install any additional electrical wiring, plumbing or plumbing fixtures, or other fixtures or equipment which are presently existing in the Demised Premises, or which have not been expressly agreed upon by Landlord in writing.

ARTICLE 35. FORCE MAJEURE. In the event performance by either party of any term, condition or covenant in this Lease is delayed or prevented by an Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, panic inability to obtain financing on a commercially reasonable basis, or any other cause not within the control of such party, the period for the performance of such term, condition or covenant shall be extended for a period equal to the period such party is so delayed or hindered.

ARTICLE 36. COVENANTS OF TENANT. Tenant understand and agrees that Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Demised Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any other occupants of the Shopping Center or their Customers, agents or invitees or any others lawfully

in or upon the Shopping Center. In addition, Tenant further covenants, warrants, understands and agrees that Tenant shall not use or occupy the Demised Premises in any manner or for any purpose which would which would injure the reputation or impair the present or future value or goodwill of the Demised Premises, the Shopping Center and/or the neighborhood in which the Shopping Center is located. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees forthwith to remove or control the same. In addition, Tenant further understands, acknowledges and agrees that the Demised Premises comprise a portion of the Shopping Center and that violation of any of the prohibitions established above will result in grave and incalculable damage to Landlord for which remedies at law are inadequate. Landlord has the right to immediately cancel and terminate this Lease if Tenant should fail and cease to desist from any of the above prohibited actions or circumstances within three (3) days of Landlord's written notice of complaint under this provision.

ARTICLE 37. USE OF LANGUAGE. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include plural, unless the context otherwise requires.

ARTICLE 38. CAPTIONS. The captions of heading of Articles in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof.

ARTICLE 39. SUCCESSORS. The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of Landlord under this Lease, including, but not limited to, any notices required or permitted to be delivered by Landlord to Tenant hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

ARTICLE 40. SUBLEASE. If this Lease is in fact a sublease, Tenant accepts this Lease subject to all of the terms and conditions of the Lease under which Landlord holds the Demised Premises as lessee. Tenant covenants that Tenant will do not act or thing which would constitute a violation by Landlord of Landlord's obligations under such Lease.

ARTICLE 41. SEVERABILITY. If any provision in this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

ARTICLE 42. NOTICES. Any notice or document required or permitted to be delivered hereunder may be delivered in person or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postal prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses indicated in Part One, "Fundamental Lease Provisions," or such other addresses as may have theretofore been specified by written notice delivered in accordance herewith.

ARTICLE 43. FEES OR COMMISSIONS. Each party hereto warrants and represents to the other that no brokers', agents', or finders' fees or commissions are due arising from the execution of this Lease or the performance of the terms and provisions contained herein, except as set forth in Part One, "Fundamental Lease Provisions," and the responsible party agrees to indemnify and hold the other party harmless from any requirement to pay such fee of commission.

ARTICLE 44. CONFLICT OR INCONSISTENCY. In the event of conflict or inconsistency between the printed and typed (including the attached exhibits) portions of this Lease, the typed portions shall control, and the terms and provisions of Part One, "Fundamental Lease Provisions," and Part Two, "Special Lease Provisions," shall control over this Part Three, "General Lease Provisions."

ARTICLE 45. COUNTERPARTS. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

ARTICLE 46. GOVERNING LAW AND VENUE. This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas, and Landlord and Tenant both irrevocably agree that venue for any dispute concerning this Lease or any of the transactions contemplated herein shall be in any court of competent jurisdiction in the country wherein the Demised Premises are located.

ARTICLE 47. JOINT AND SEVERAL LIABILITY. If more than one person or entity is defined as Tenant in this Lease, all of the duties, obligations, promises, covenants and agreements contained in this Lease to be paid and performed by Tenant shall be the joint and several obligation of all persons or entities defined as Tenant. Each person or entity defined as Tenant agrees that Landlord in Landlord's sole discretion may (i) institute or bring suit against them, jointly and severally or against any one or more of them, (ii) compromise or settle with any one or more of them for such consideration as Landlord may deem proper and (iii) release one or more of them from liability hereunder, and that no such action by Landlord shall impair or affect Landlord's rights to collect costs, expenses, losses or damages incurred or suffered by Landlord from the other persons or entities defined as

Tenant, or any of them, not so sued, compromised, settled with or released. All signatories to this Lease comprising Tenant and all guarantors agree that each will remain jointly and severally liable for all of Tenant's obligations through each holdover and extension term (if any), irrespective of such signatories' possession of all or any part of the Demised Premises during such periods of time.

ARTICLE 48. ROOF AS COMMON AREA. The roof is defined as a part of the Common Areas of the Shopping Center for all purposes and calculations. Accordingly access to the roof is under the Landlord's control. Tenant shall not go upon the roof, make any penetrations thereto, erect any structure or equipment thereon, or allow access thereto without the Landlord's prior written approval except for the purpose of repair and service to Tenant's roof-mounted H.V.A.C. equipment by duly licensed professional service personnel. Usage of Common Areas is subject to the rules and regulations of Landlord, as amended from time to time, which rules or regulations may specify the hours of the Shopping Center, employee parking areas and other restrictions.

ARTICLE 49. NO WARRANTY OF SECURITY. NEITHER LANDLORD NOR ITS REPRESENTATIVES HAVE MADE ANY WARRANTY OR REPRESENTATION REGARDING WHETHER OR NOT LANDLORD WILL PROVIDE SECURITY SERVICES, OR, IF SO, WHAT FORM OF SECURITY SERVICES WILL BE PROVIDED AND NO WARRANTY, EXPRESS OR IMPLIED, IS MADE AS TO THE SECURITY OF THE DEMISED PREMISES OR THE COMMON AREAS OF THE DEMISED PREMISES OR THE COMMON AREAS OF THE SHOPPING CENTER.

ARTICLE 50. AMERICANS WITH DISABILITIES ACT, ETC. With respect to the Americans With Disabilities Act of 1990, as amended from time to time, and related state and municipal codes and regulations relating to accommodations for the disabled, Tenant shall at Tenant's cost be responsible for any changes or improvements within the Demised Premises required for compliance therewith. Landlord shall be responsible for compliance with respect to the Common Areas of the Shopping Center, and all such cost and expense shall be included in Operating Costs in the year of expenditure.

ARTICLE 51. HAZARDOUS MATERIALS. "Hazardous Materials" shall be any pollutant, toxic substance, waste, hazardous material or substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Clean Water Act, as amended, or any other Federal, State, or local environmental law, regulation, ordinance, or rule, whether existing as of the date hereof, previously enforced or subsequently enacted. Tenant shall not suffer or permit any Hazardous Materials in or about the Demised Premises except with the express prior written consent of the Landlord. In the event of any fine, cost or liability assessed against Landlord in connection with Hazardous Materials arising from any act, or omission, by Tenant or Tenant's employees, agents, contractors, invitees, or patrons, Tenant shall indemnify and hold Landlord harmless from all such costs and expenses including reasonable attorneys' fees. Tenant's indemnify shall survive termination of the Lease.

ARTICLE 52. RENEWAL AND OTHER TENANT OPTION(S).

A. Tenant shall have no option to renew the Lease beyond the original expiration date unless set out in a provision of Part Two hereof or in a subsequent instrument executed by Landlord and Tenant. Any Renewal Option(s) or any option granted to Tenant with respect to Lease cancellation/termination, expansion or contraction of the demised premises, first-right-of-refusal or other right to purchase the Demised Premises and/or Shopping Center so established shall be deemed personal to the party then executing the Lease or subsequent instrument as Tenant and shall not be valid for, or on behalf, of any assignee or subtenant of such party unless the transfer of such option is specifically cited in the written consent of the Landlord to such assignment.

B. Exercise of the Renewal Option or any other option granted to Tenant must be by certified mail return receipt requested addressed and, if no other date is expressly established, delivered to Landlord prior to 180 days in advance of the expiration of the then current term of the Lease. Failure to timely exercise the then next following Renewal Option shall automatically terminate Tenant's lawful ability to exercise that Renewal Option as well as all succeeding Renewal Options. Time is of the essence with respect to the proper exercise of each Renewal Option.

C. During any Renewal Option granted by such Renewal Option(s) all terms, covenants, and conditions of this Lease explicitly dealing with the original commencement, original finish-out, and original condition of the Demised Premises (for example initial rental concessions) shall be deemed satisfied and fulfilled and shall not be construed as applying to the commencement of any Renewal Term. All other Lease terms and conditions shall remain unchanged, unless specifically provided to the contrary in Part Two of this Lease.

D. During any Renewal Term the portion of Monthly Rental that is an allocation for Operating Costs shall initially be set at the amount corresponding to the actual Operating Costs for the calendar year immediately preceding the beginning of each applicable Renewal Term.

E. Any reference in the Renewal Option provision to Consumer Price Index shall mean to most geographically specific (with respect to the location of the demised premises) index of the U.S. Bureau of Labor Statistics for the Consumer Price

Index-U (all urban consumers) and shall be calculated for the most recent period of time corresponding to the then expiring lease term for which such data are available as of the date of the Tenant's notice exercising the Renewal Option. Applicable factor of increase in the Consumer Price Index shall mean the quotient resulting from dividing the index number for the more recent date by the index number for the earlier date. If no generally recognized governmental index is available, the factor of increase shall be calculated based on a rate of increase of 0.833% per month.

F. Upon expiration of the Lease or earlier termination thereof, any unexercised Renewal Options and other options granted to Tenant shall cease and be of no further force and effect.

ARTICLE 53. ENTIRE AGREEMENT AND AMENDMENTS. This Lease, consisting of the "Fundamental Lease Provisions," "Special Lease Provisions," and the "General Lease Provisions" consisting of fifty-three (53) Articles and the Exhibits and Addenda, if any, enumerated in the "Fundamental Lease Provisions" supersedes all prior agreements and understandings, whether oral or written, and all contemporaneous oral agreements and understanding relating to the subject matter hereof. Except as otherwise specifically provided herein, no agreement hereafter made shall be effective to change or modify this Lease, discharge or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed on or on behalf of the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

EXHIBIT "A"

All that certain lot, tract or parcel of land being Lot 2, Block 1, of GLENN HEIGHTS PLAZA ADDITION, an addition to the City of Glenn Heights, Ellis County, Texas, according to the map thereof recorded in Cabinet B, Slide 523, of the Plat Records of Ellis County, Texas.

EXHIBIT "B"

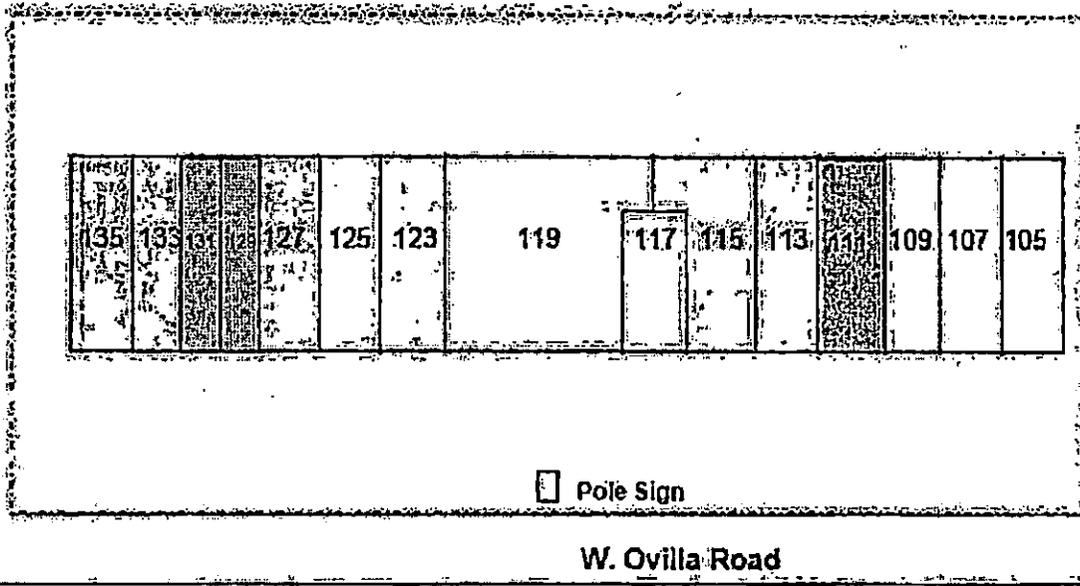


EXHIBIT "C"

INSURANCE REQUIREMENTS

Landlord shall during the term of this Lease maintain a policy or policies of insurance, insuring the Shopping Center against loss or damage by fire, explosion or other hazards and contingencies, provided that Landlord shall not be obligated to insure any furniture, equipment, machinery, goods or supplies which Tenant may bring or obtain upon the Demised Premises or any additional improvements which Tenant may construct on the Demised Premises. Notwithstanding the above Landlord reserves the right to self-insure all risks to Landlord.

Tenant covenants to provide at Tenant's sole cost and expense on or before the earlier of (i) the Commencement Date, or (ii) Tenant's entering upon the Demised Premises for the purpose of doing all or any part of work to be done by the Tenant in accordance with the term of this Lease, and to keep in full force and effect during the entire term and so long thereafter as Tenant, or anyone claiming by, through or under Tenant, shall occupy the Demised Premises, insurance coverage for the protection of Landlord and Tenant as follows:

<u>TYPE</u>	<u>AMOUNT</u>
Worker's Compensation	Statutory
Employer's Liability	Not less than \$100,000
Commercial General Liability Insurance including Blanket Contractual Liability*; Broad Form Property Damage, Personal Injury, Completed Operations-Products Liability, and Fire Damage Legal.	Not less than \$1,000,000.00 combined Single Limit for both bodily injury and property damage.

*If alcoholic beverages are to be sold or served on the Demised Premises, host liquor liability must be included in the "Commercial General Liability" coverage.

The Tenant shall deliver to Landlord at least thirty (30) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least thirty (30) days prior to expiration of such policy, certificates of insurance evidencing the above required coverage. Such certificates, with the exception of worker's compensation, shall name Landlord, its subsidiaries, directors, agents and employees as additional insureds and shall expressly provide that the interest of same therein shall not be affected by any breach by Tenant or any policy provision for which such certificates evidence coverage. Further, all Certificates shall expressly provide that no less than thirty (30) days prior written notice shall be given Landlord in the event of material alteration to or cancellation of the coverages evidenced by such certificates.

Upon demand, Tenant shall provide Landlord, at Tenant's expense with such increased amount of existing insurance, and such other insurance coverage in such limits, as Landlord may require and such other hazard insurance as the nature and condition of the Demised Premises may require, in the sole judgment of Landlord, to afford Landlord adequate protection of said risks.

If, on account of the failure of Tenant to comply with the provisions hereof, Landlord is adjudged a co-insurer by its insurance carrier, then any loss or damage Landlord shall sustain by reason thereof shall be borne by Tenant and shall immediately be paid by Tenant upon receipt of a bill thereof and evidence of such loss.

Landlord makes no representation that the limits of liability specified to be carried by Tenant under the terms of this Lease are adequate to protect Tenant against Tenant's undertaking under the terms hereof, and in the event Tenant believes that any such insurance coverage called for under this Lease is insufficient, Tenant shall provide at its own expense, such additional insurance as Tenant deems adequate.

GUARANTY OF LEASE

As a material part of the consideration inducing EBLA INVESTMENT, L.P., a Texas limited partnership, Landlord to execute the Shopping Center Lease with a Commencement Date of October 1, 2020, with U.S. Scripts Rx LLC, a Texas Limited Liability Company, Tenant, Kim Xiong, being the principal Manager of Tenant (hereinafter referred to as the "Guarantor"), does hereby irrevocably, and unconditionally guarantee the full performance by Tenant of all obligations, indemnities and agreements to be paid, performed or observed by Tenant under and pursuant to said Lease, including but not limited to the payment of rent and any and all other sums required to be paid by Tenant hereunder when due. The Guarantor further hereby gives and grants to Landlord the right, power and authority, without notice to or approval of any of them to alter, extend or otherwise modify this Lease to the extent which may be agreed upon by Landlord and Tenant; to proceed directly against the Guarantors or any of them on this Guaranty whether or not action is brought against Tenant and whether or not Tenant is joined in any such action, without resort to any security which may be held by Landlord, and without first having exhausted the remedies it may have against Tenant.

The Guarantor hereby waives demand and/or notice of any kind including, but not limited to, notice of default or breach on the part of Tenant of any of the provisions of this Lease or notice of the existence, creation or incurring of any new, different, or additional obligation as aforesaid. All controversies, disputes, claims and/or lawsuits between Landlord, Tenant, and/or any Guarantor arising out of or related to this Guaranty shall be brought in the Texas state courts located in Waxahachie, Ellis County, Texas, or the United States District Court for the Northern District of Texas, Dallas Division.

Guarantor expressly consents to the exercise of personal jurisdiction over him or her in the State of Texas and venue in Ellis County, Texas, and hereby waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision with respect to all legal actions or proceedings arising out of or related to this Guaranty. Anyone owning an interest in or claiming an interest through Guarantor shall be subject to this agreement on jurisdiction and venue. This clause shall not be construed to limit Landlord's right to obtain any provisional remedy, including, without limitation, injunctive relief from any court of competent jurisdiction as may be necessary in Landlord's sole subjective judgment to protect itself, its Marks and proprietary information from potentially irreparable harm as well as any damages attributable to such breaches.

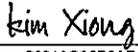
Without in any way limiting the waivers of notice contained herein by Guarantor, Guarantor agrees that any notices that Landlord elects to provide to Guarantor shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Guarantor hereto at the address below, or at such other address as he or she may hereafter specify by written notice delivered in accordance herewith:

US Scripts Rx LLC
Attn: Kim Xiong
1112 N Hwy 377 Ste. 105
Roanoke, Texas 76262

The Guarantor further agrees upon demand to pay Landlord reasonable attorneys' fees and all costs and other expenses incurred by it in collecting or compromising any obligation hereby guaranteed, or in enforcing this Guaranty against the Guarantor.

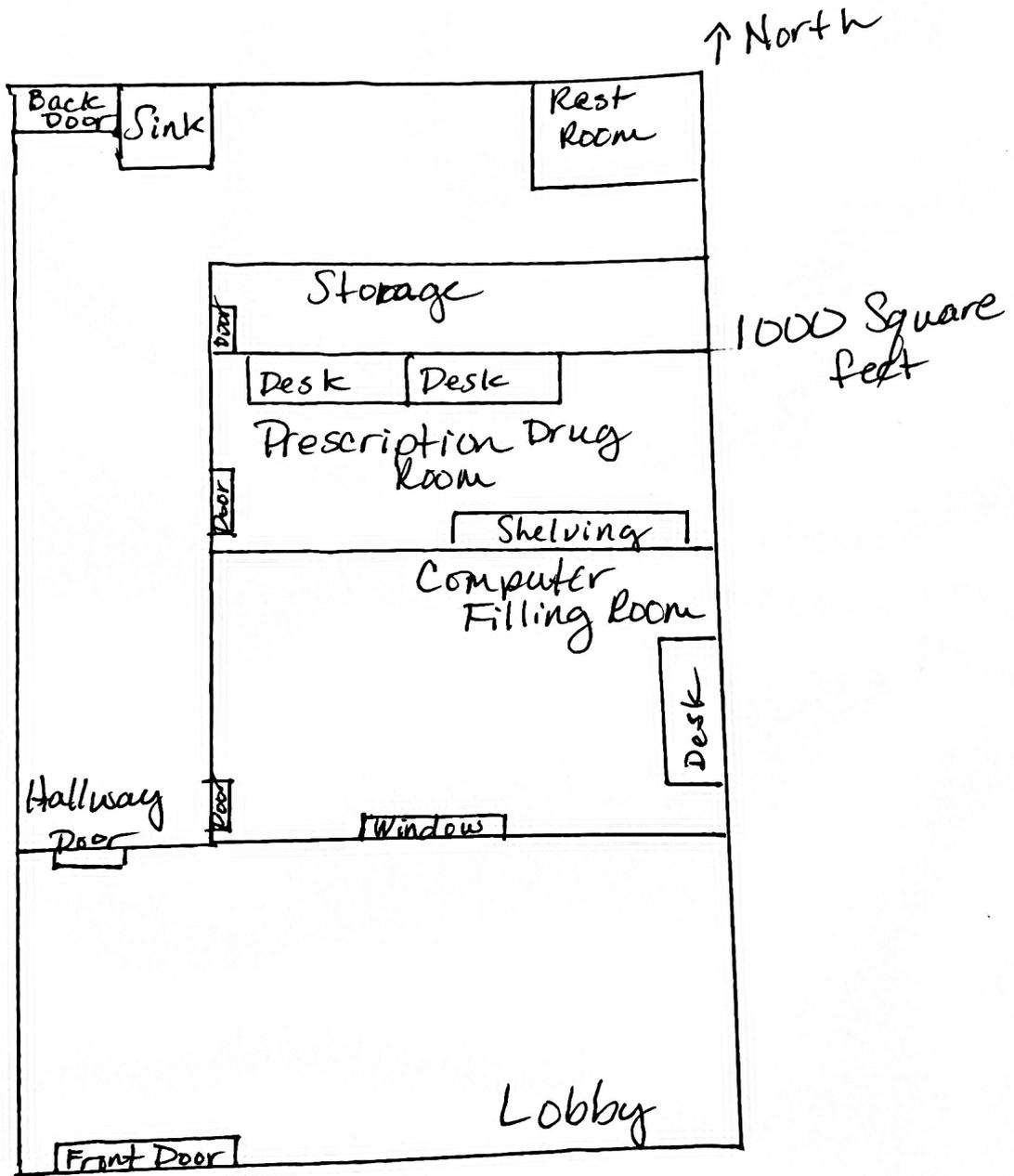
This Guaranty is enforceable in Ellis County, Texas.

GUARANTOR:

DocuSigned by:


Kim Xiong

US Scripts Floor plan





CITY OF GLENN HEIGHTS PLANNING AND ZONING COMMISSION REPORT

Date: January 11, 2021

SUBJECT

The Planning and Zoning Commission will hear a Specific Use Permit request by Matthew Smith on behalf of Vaquero Ventures for the construction of a gas station and subsequent sale of off-premise consumables.

REPORT IN BRIEF

Discuss and take action on a Specific Use Permit request by Matthew Smith on behalf of Vaquero Ventures for the construction and use of a gas station and convenience store. The 5.499-acre parcel is situated in the JP Woosley Survey, Abstract No. 1135, located at the southwest corner of Ovilla Road and Uhl Road, Glenn Heights, Ellis County, Texas.

BACKGROUND / DISCUSSION

The subject property is zoned Retail and located at the southwest corner of Ovilla Road (FM 664) and Uhl Road and shares property lines with a portion of the Glenn Heights/Red Oak city boundary. Though, both the parcels to the north and west are zoned retail, the property to the north is undeveloped and the property to the west is developed with and occupied by the Lord of Life Lutheran Church. The parcels to the south and east are within the City of Red Oak.

The Zoning Ordinance defines a *gas station* as follows:

AUTOMOBILE SERVICE STATION (GAS STATION). Any building, land area or other premises, or portion thereof, used or intended to be used for the retail

dispensing or sales of automobile fuels, lubricants, and automobile accessories, including those operations listed under “automobile repair, minor.” Vehicles, which are inoperative or are being repaired, may no remain parked outside an Automobile Service Station for a period greater than seven (7) days.

The Zoning Ordinance defines a convenience store as follows:

CONVENIENCE STORE. A retail establishment providing for the sale of consumable, non-prescription drugs, small household items and gifts that are not used or consumed on the premises. Gasoline and diesel fuel may be offered for sale provided they are not the primary source of income for the store and that no more than eight (8) pumps are offered.

Although gas stations and convenience stores are considered a retail uses, the City’s Zoning Ordinance requires the Planning and Zoning Commission and City Council to review and approve a Specific Use Permit for the development and/or occupancy of a such a use on any property with the Retail zoning designation. In this case, the property is undeveloped, so the applicant is seeking approval of both the use and accompanying site plan and elevations.

CONCEPT PLAN REVIEW AND EVALUATION

The Development Review Committee met and performed Concept Plan review and evaluation with respect to the following:

- The Plan’s compliance with all provisions of the Zoning Ordinance and other ordinances of the City.
- The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.
- The relationship of the development to the base zoning standards in terms of harmonious design, façade treatment, setbacks, maintenance of property values, and any possible negative impacts.
- The provision of a safe and efficient vehicular and pedestrian circulation system.

- The coordination of streets so as to arrange a convenient system consistent with the Thoroughfare Plan of the City as adopted and amended.
- The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design.
- The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses.
- Protection and conservation of watercourses and areas that are subject to flooding.
- Consistency with the Comprehensive Master Plan of the City as adopted or amended.

In cooperation with the City of Red Oak, the Development Review Committee has the following comments related to the proposed site plan:

- There needs to be a general plan for site drainage.
- Align the parking lot entrance on the east (off Uhl Road) with the parking lot entrance of the church across the street.
- The site plan should show the dedication of 50' from the centerline of Uhl Road in keeping with the Red Oak thoroughfare plan.
- A sidewalk should run adjacent to Uhl Road.

COMPREHENSIVE PLAN ALIGNMENT

Staff has reviewed this application to determine its compatibility with the City's Future Land Use Map and Comprehensive Plan which designates this area as Retail:

Retail

Retail uses typically include establishments which provide merchandise for retail sale and may also include light commercial uses such as lodging and banks. Retail is located in areas with higher visibility and accessibility and

contributes additional taxable revenue to the city's coffers through sales taxes generated. In Glenn Heights, retail areas may also include office space.

The proposed development aligns with that of a Retail Development.

FISCAL IMPACT

The City will collect sales taxes on all taxable products at the standards rate of 0.010000%.

PUBLIC CONTACT

Notices were mailed to adjacent property owners within two hundred feet (200') of the subject property by December 25, 2020. Notice was also published in a local newspaper by December 27, 2020 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance.

RECOMMENDATIONS

At the applicants' request, Staff asks that the Planning and Zoning Commission table this item until the next Planning and Zoning Commission meeting.

PREPARED BY

Miamauni Hines, Planner

REVIEWED BY

Marlon Goff, Director of Planning and Development Services

ATTACHMENTS

- I. Property Survey & Legal Description
- II. Site Plan
- III. Elevations
- IV. Landscape Plan
- V. Sign Plan

Drafter: ML
 Revision: 2020-08-20 | ML
 Revision: 2020-09-03 | JBN
 Revision:

NOTE REGARDING UTILITIES:
 Utility locations are per observed and sources listed below:
 DIG-TESS - ticket number(s) 2071834867.
 UTILITY MAP - provided by client.

LEGEND OF SYMBOLS

- air conditioner
- bokeh
- cable tv
- electric meter
- fence or handrail
- fire dept. connection
- fire hydrant
- fire lane
- guard rail
- grease trap
- bollard
- grate inlet
- gas meter
- gas line
- utility pole anchor
- irrigation valve
- landscape or tree line
- landscape electric box
- landscape light
- light pole
- mailbox
- monitoring well
- overhead utility lines
- pool equipment
- road sign
- roof drain
- silt fence
- spot elevation
- sanitary sewer manhole
- sanitary sewer pipe
- storm water manhole
- storm water pipe
- telephoning manhole
- tank fill lid
- telephone riser
- traffic signal pole
- unknown manhole
- utility clean out
- utility cabinet
- utility vault
- utility markings (line color = color of markings)
- utility pole
- utility pole with riser
- utility sign
- water shutoff
- water valve
- water manhole
- water meter
- well
- water line
- one-foot contour lines
- tree trunk (with canopy)
- caliper inches at breast height
- ornamental tree
- multiple trunks
- Google 360 Hyperlink

NOTE - Some items may not pertain to this survey. The identification is subject to interpretation, verification may be required.

SURVEYOR'S NOTES:

1. Subject property's record description's error of closure, 0.0044'.
2. Zoning Survey Summary provided by Key Zoning Assessments, LLC, W5663 Castaway Drive, New Lisbon, WI 53950 (608) 565-3164, Site Number 2020.1478.3 Final, Dated: August 12, 2020.
3. The benchmark is a mag nail with a washer stamped "JPH BENCHMARK" set in a concrete curb of a concrete drive way on the east side of Uhl Road, approximately 230' south of the intersection of East Ovilla Road and Uhl Road. Benchmark Elevation = 618.61' (NAVD88). See Vicinity map for general location.
4. According to TXDOT PROJECT TRACKER, F.M. Highway No. 664 is listed as "Construction underway or begins soon." Project ID is 105101037 with a description of Widen Road - Add Lanes. Road way and sidewalk construction observed during the course of survey. City of Red Oak lists Uhl Road as a Proposed Minor Arterial (100' ROW) in its Comprehensive Plan (LINK). According to Mia Hines, Planner for Glenn Heights (miaaun.hines@glennheightstx.gov), Uhl Road is under City of Red Oak's jurisdiction.
5. The surveyed property lies at the southwest corner of the intersection of F.M. Highway No. 664 (Ovilla Rd.) and Uhl Rd.
6. No evidence of building construction or building additions were observed at the time of this survey.

[CLICK HERE FOR COMPLETE ZONING REPORT](#)

ZONING REQUIREMENTS
 R (RETAIL)

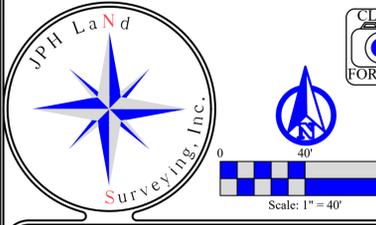
Development Regulations	
Regulation	Requirement
Setbacks	
Building Front Side	30 feet minimum 20 feet minimum, except where abutting residential 25 feet for one story building plus 1 foot for every 1 foot of height above one story
Rear	20 feet minimum, except where abutting residential 25 feet for one story building plus 1 foot for every 1 foot of height above one story
Height	
Principal Building(s)	2 stories, 35 feet maximum
Site Area	
Lot Area	43,560 square feet minimum
Lot Width	100 feet minimum
Lot Depth	100 feet minimum
Density	
Floor Area Ratio	1:1 maximum
Building Coverage	50 percent maximum
Parking	
Parking Formula	Commercial use: 1 space per 250 square feet of floor area minimum

UTILITY WARNING
 811 or other similar utility locate requests (DIG-TESS) may be ignored or result in an incomplete response, in which case utilities may not have been marked, or not completely marked, at the time the fieldwork was performed for this survey. Therefore, other utilities may exist which are not shown on this survey. With regard to Table A, item 11 *(if addressed), source information from plans and markings have been combined with observed evidence of utilities pursuant to Section 5 E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Where additional or more detailed information is required, excavation and/or a private utility locate request may be necessary.

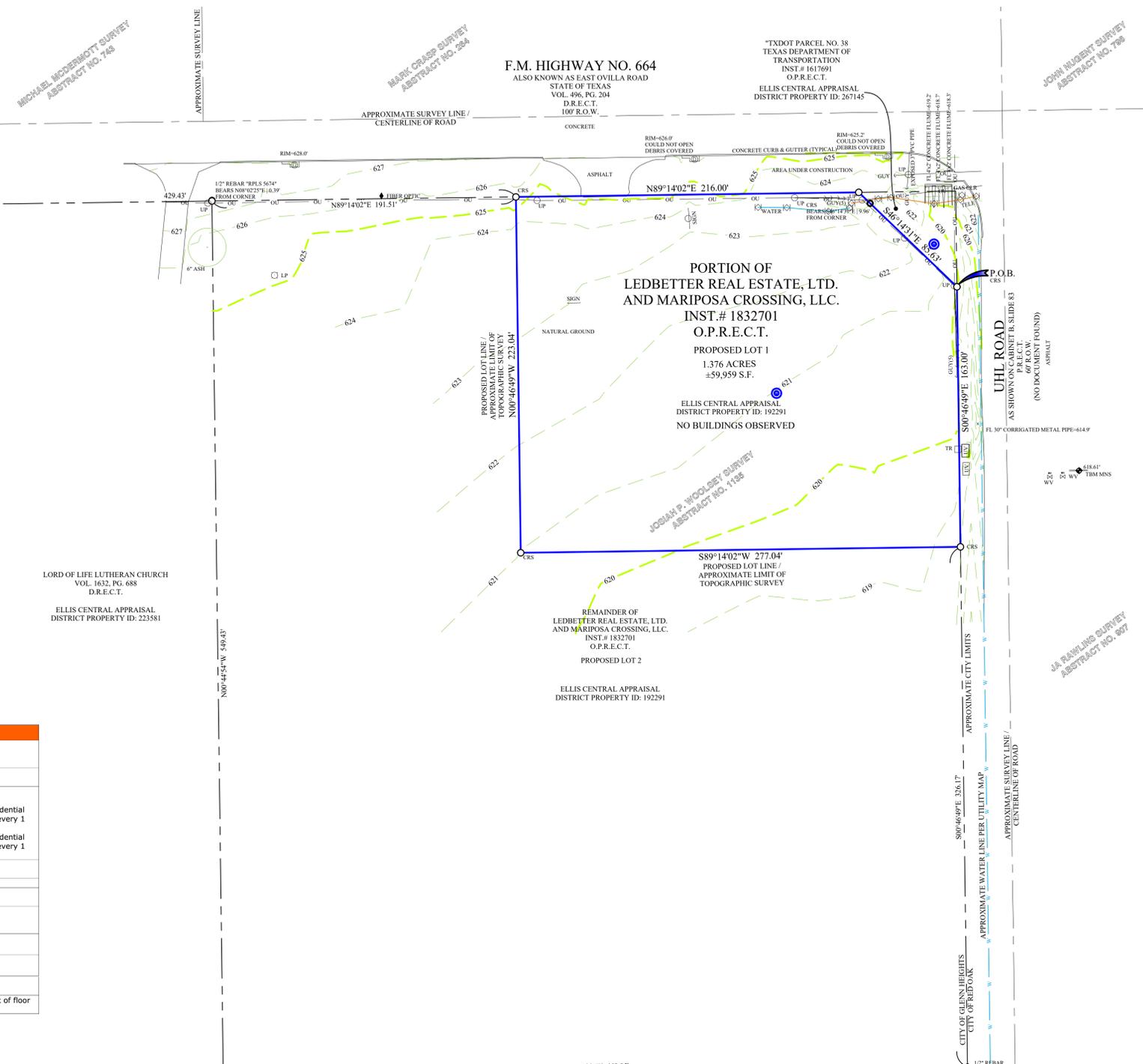
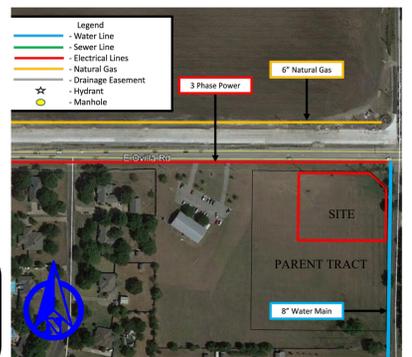
FLOOD ZONE CLASSIFICATION
 This property lies within ZONE(S) X of the Flood Insurance Rate Map for Ellis County, Texas and Incorporated Areas, map no. 48139C0075F, dated 2013/06/03, via sealed map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.

MONUMENTS / DATUMS / BEARING BASIS
 Monuments are found if not marked MNS or CRS.
 CRS = 1/2" rebar stamped "JPH Land Surveying" set
 MNS = Mag nail & washer stamped "JPH Land Surveying" set
 TBM = Site benchmark (see vicinity map for general location)
 Vertex or common point (not a monument)
 Coordinate values, if shown, are US.SyFt./TxCS/'83,NCZ Elevations, if shown, are NAVD88
 Bearings are based on grid north (TXCS/'83,NCZ)
 TYPE I = TxDOT Right of Way tapered concrete monument.
 TYPE II = TxDOT Right of Way bronze cap in concrete.
 TYPE III = TxDOT Right of Way aluminum cap.

LEGEND OF ABBREVIATIONS
 US.SyFt. United States Survey Feet
 TxCS/'83,NCZ Texas Coordinate System of 1983, North Central Zone
 NAVD88 North American Vertical Datum of 1988
 P.R.E.C.T. Plat Records of Ellis County, Texas
 O.P.R.E.C.T. Official Public Records of Ellis County, Texas
 D.R.E.C.T. Deed Records of Ellis County, Texas
 VOL/PAGE/INST# Volume/Page/Instrument Number
 POB/POC Point of Beginning/Point of Commencing
 ESMT/BL Easement/Building Line



JPH Job/Drawing No. (see below)
 2020.022.030 E.Ovilla Road & Uhl Road, Glenn Heights, TX - ALTA.dwg
 © 2020 JPH Land Surveying, Inc. - All Rights Reserved
 785 Lonesome Dove Trail, Hurst, Texas 76054
 Telephone (817) 431-4971 www.jphlandsurveying.com
 TBPELS Firm #10019500 #10194073 #10193867
 DFW | Austin | West Texas



TITLE COMMITMENT NOTES:
 This survey was performed with the benefit of a title commitment provided by Fidelity National Title Insurance Company, GF# 2401656T, effective May 31, 2020, and issued June 11, 2020. Complete copies of the record description of the property, any record easements benefiting the property, the record easements or servitudes affecting the property ("Record Documents"), documents of record referred to in the Record Documents, and any other documents containing desired appropriate information affecting the property being surveyed and to which the survey shall make reference were not provided to this surveyor for notation on the survey except for those items listed within Schedule B of said commitment. Therefore, easements, agreements, or other documents, either recorded, or unrecorded may exist that affect the subject property that are not shown on this survey.

The following Schedule B items were addressed according to the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys Section 6(c)(ii).

Schedule B Exemption #	Recording Information	Label (Grid Location (see edge of sheet for grid values))	Shown on the survey, lies within or touches the surveyed property	Not shown on the survey	(i) the location could not be determined from the record document	(ii) no observed evidence, at the time of the fieldwork	(iii) blanketed description covering all or a portion of the surveyed property	(iv) limits access to an otherwise surveyed property	(v) the document is illegible	(vi) may have been released or terminated
10.e	Southwestern Bell Telephone Company Permanent Easement Vol. 306, Pg. 207, D.R.E.C.T.		X							
10.e	Southwestern Bell Telephone Company Permanent Easement Vol. 422, Pg. 364, D.R.E.C.T.		X	X						
10.e	Southwestern Bell Telephone Company Permanent Easement Vol. 494, Pg. 483, D.R.E.C.T.			X				X		
10.f	Texas Power & Light Company Right-of-Way Easement Vol. 456, Pg. 554, D.R.E.C.T.		X	X						
10.f	Texas Power & Light Company Right-of-Way Easement Vol. 516, Pg. 490, D.R.E.C.T.		X	X						
10.g	Perpetual Easement Vol. 620, Pg. 424, D.R.E.C.T.		X					X		
10.g	Perpetual Easement Vol. 620, Pg. 426, D.R.E.C.T.		X					X		

[CLICK HERE FOR DESCRIPTION IN WORD FORMAT](#)

SURVEY DESCRIPTION:

Written to describe a portion of a tract. FIELD NOTES to that certain tract situated in the Josiah P. Woolsey Survey, Abstract Number 1135, City of Glenn Heights, Ellis County, Texas, said tract being a portion of the tract described in the deed to *Leadbetter Real Estate, LTD, and Mariposa Crossing, LLC*, recorded under Instrument Number 1832701, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.); the subject tract is more particularly described as follows (Bearings are based on Grid North per the Texas Coordinate System of 1983, North Central Zone):

Beginning at a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the most easterly northeast property corner of the said Leadbetter tract, same being the west right-of-way line of Uhl Road, being a 60 foot right-of-way, as shown on plat of Little Creek Estates, Phase IV, as recorded in Cabinet B, Slide 83, Plat Records, Ellis County, Texas, said **POINT OF BEGINNING** being the south corner of a tract described as "TXDOT Parcel No. 38" in the deed to *The State of Texas*, as recorded under Instrument Number 1617691, O.P.R.E.C.T.;

THENCE SOUTH 00° 46' 49" EAST, with the east property line of the said Leadbetter tract and with the said right-of-way line, a distance of 163.00 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";

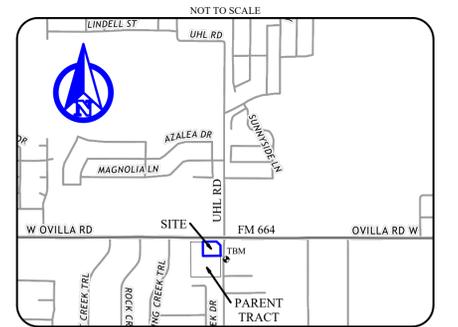
THENCE departing the said property line and the said right-of-way line, the following courses and distances:

1. SOUTH 89° 14' 02" WEST, a distance of 277.04 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";
2. NORTH 00° 46' 49" WEST, a distance of 223.04 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set on the north property line of the said Leadbetter tract, being on the monumented south right-of-way line of F.M. Highway No. 664, also known as East Ovilla Road, being a 100 foot right-of-way, being dedicated in part to the *State of Texas*, as recorded in Volume 496, Page 204, O.P.R.E.C.T., from which a 1/2 inch capped rebar stamped "RPLS 4486" found at the northwest property corner of the tract described in the deed to *Lord of Life Lutheran Church*, recorded under Volume 1632, Page 688, O.P.R.E.C.T. bears SOUTH 89° 14' 02" WEST, a distance of 429.43 feet;

THENCE NORTH 89° 14' 02" EAST, with the said property line and with the said right-of-way line, a distance of 216.00 feet to the most northerly northeast property corner of the Leadbetter tract, same being the northwest corner of the aforementioned "TXDOT Parcel No. 38";

THENCE SOUTH 46° 14' 31" EAST, departing the said property line and the said right-of-way line, with the southwest line of "TXDOT Parcel No. 38", a distance of 85.63 feet returning to the **POINT OF BEGINNING** and enclosing 1.376 acres (±59,959 square feet).

VICINITY MAP
 NOT TO SCALE



ALTA / NSPS LAND TITLE SURVEY
 1.376 ACRES

SITUATED IN THE
JOSIAH P. WOOLSEY SURVEY
 ABSTRACT NO. 1135
 CITY OF GLENN HEIGHTS
 ELLIS COUNTY, TEXAS

ADDRESS: NO ADDRESS LISTED (CENTRAL APPRAISAL DISTRICT)

To: First National Title Insurance Company
 Title Partners, LLC
 Vaquero Ventures Management, LLC;
 This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6a, 7a, 7b1, 8, 9, 11, 13, 14, 16, & 17 of Table A thereof. The fieldwork was completed on August 11, 2020.

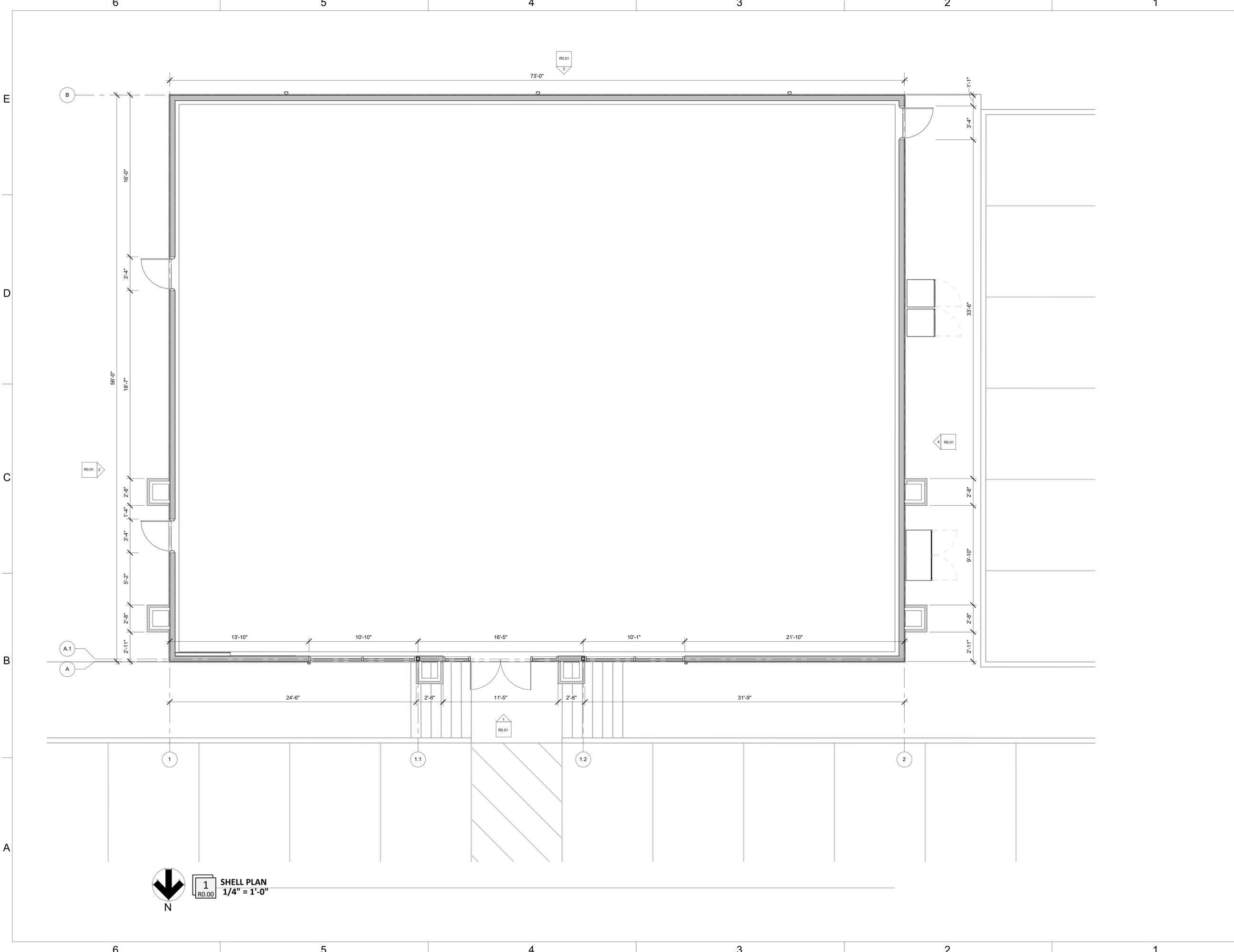
Jose B. Najario III
 Registered Professional
 Land Surveyor No. 6736
 jose@jphls.com
 August 13, 2020



Revised: August 20, 2020 add bearings and distances.
 Revised: September 03, 2020 to address all Title Commitment documents.

8/24/2020 2:46:27 PM

xxxxx_Glen Heights_TX_A_R20_detached.rvt



702 SE 5TH STE 30
BENTONVILLE, AR 72712
TEL. 479.321.0478

Drawings & Specifications as instruments of service are & shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing & with appropriate compensation to the Architect.
Contractor is responsible for confirming and correlating dimensions at job site. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

CLIENT NAME
VAQUERO VENTURES
2800 WINGATE ST STE 200
FORT WORTH TX 76107

TENANT
7-ELEVEN
3200 HACKBERRY RD
IRVING, TX 75063

MEP CONSULTANT
BUF STUDIO
702 SE 5TH STREET SUITE 30
BENTONVILLE, AR 72712
CONTACT: ANDREW FINNIGAN, P.E.
STRUCTURAL CONSULTANT
MILLER ENGINEERING
3827 S TIMBERCREEK AVE
SUITE A
SPRINGFIELD, MO 65807

PROTO:10/23/2019

7-ELEVEN STORE
E. OVILLA RD. & UGH RD.
GLENN HEIGHTS, TX

NOT FOR CONSTRUCTION

08/24/2020
Architect Name - RYAN FAUST
Architect Number - 25444

THE SEAL & SIGNATURE APPLY ONLY TO THE DOCUMENT TO WHICH THEY ARE AFFIXED & WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT.

REVISIONS	
NO.	DESCRIPTION

Drawing Size: 24 x 36
Project #: 20097
Drawn By: JME
Checked By: CCMB

Title:
REVIEW BOARD SHELL PLAN

Sheet Number:
R0.00

Date: 08/24/2020 **Store #:** 1048296

8/24/2020 2:46:43 PM

Drawings & Specifications as instruments of service are & shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing & with appropriate compensation to the Architect.
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CLIENT NAME
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2900 WINGATE ST STE 200
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IRVING, TX 75063

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3827 S TIMBERCREEK AVE
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REVISIONS		
NO.	DATE	DESCRIPTION
1	07/27/2020	ADD 1

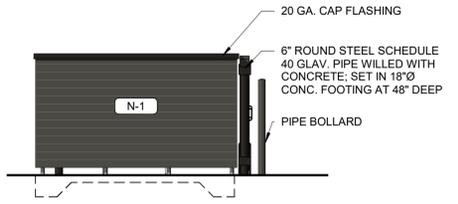
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Drawn By: JME
Checked By: CCMB
Title:

REVIEW BOARD ELEVATIONS

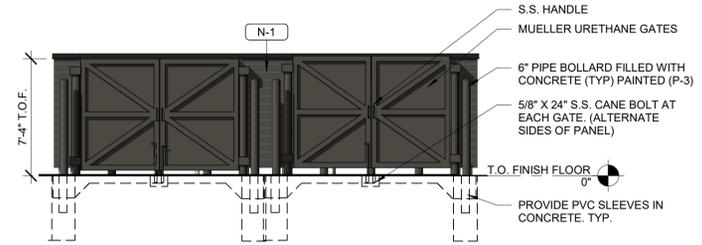
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R0.01

Date: 08/24/2020 **Store #:** 1048296

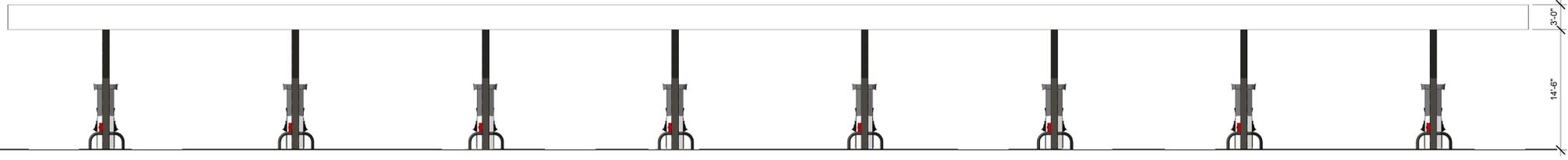
EXTERIOR MATERIALS SCHEDULE			
(NOT ALL MATERIALS IN SCHEDULE ARE USED)			
NO.	MATERIAL	MANUFACTURER	COLOR
MR-1	MEMBRANE ROOFING	DUROLAST	WHITE
N-1	FIBER CEMENT PANEL	NICHIHA	VINTAGE WOOD - BARK
N-3	FIBER CEMENT PANEL	NICHIHA	VINTAGE WOOD - CEDAR
N-2	FIBER CEMENT PANEL	NICHIHA	VINTAGE BRICK PAINTED P-1
P-3	EXTERIOR HM DOORS, FRAMES, TRASH ENCLOSURE GATE, BOLLARDS, GRAVEL GUARDS, AND LIGHT POLES	SHERWIN WILLIAMS	SEAL SKIN SW 7675
S-1	ALUMINUM STOREFRONT GLAZING	KAWNEER	DARK BRONZE
C-1	PREFINISHED ALUMINUM CANOPY	MAPES LUMISHADE CANOPY	EXTRA DARK BRONZE



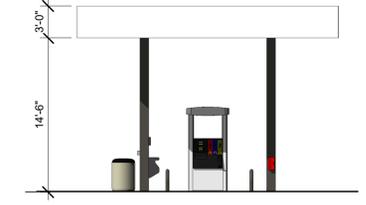
6 DUMPSTER ENCLOSURE - SIDE
3/16" = 1'-0"



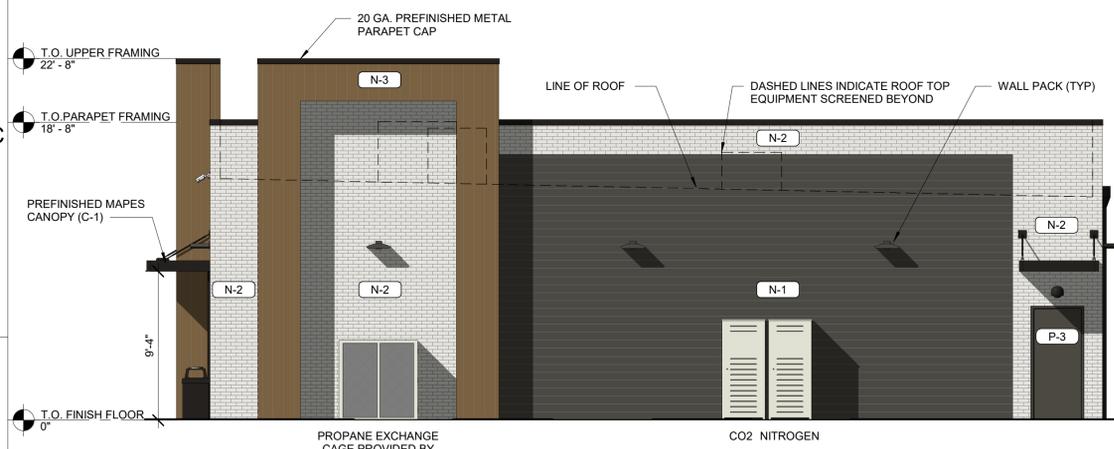
5 DUMPSTER ENCLOSURE - GATE ELEVATION
3/16" = 1'-0"



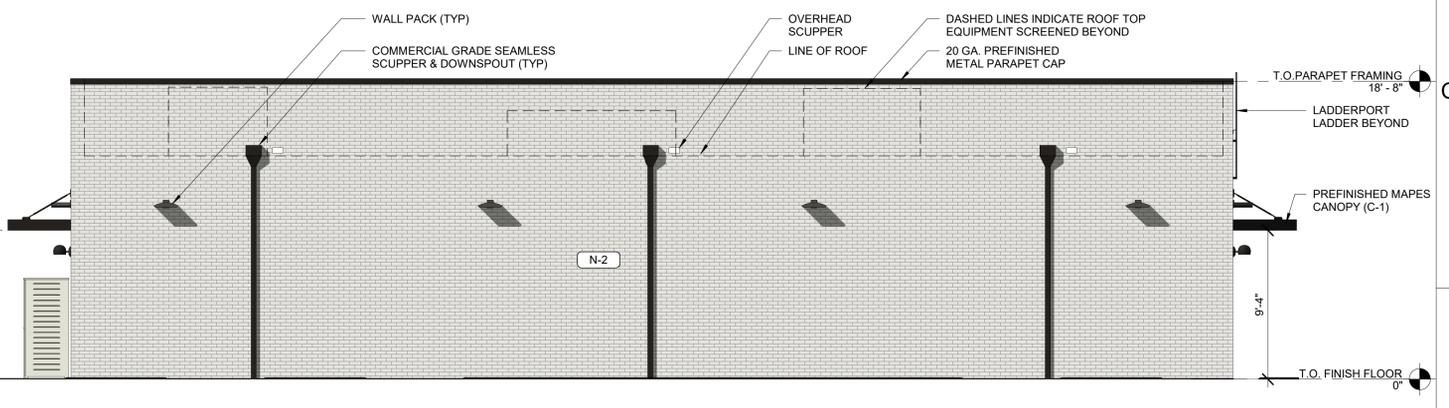
7 FUEL CANOPY ELEVATION - LONG
1/8" = 1'-0"



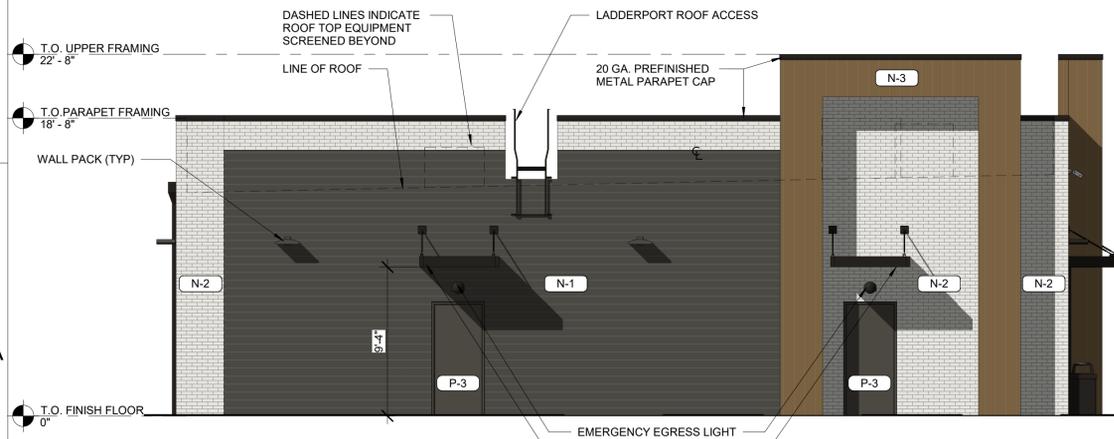
8 FUEL CANOPY ELEVATION - SHORT
1/8" = 1'-0"



4 ELEVATION - RIGHT SIDE
3/16" = 1'-0"



3 ELEVATION - REAR
3/16" = 1'-0"

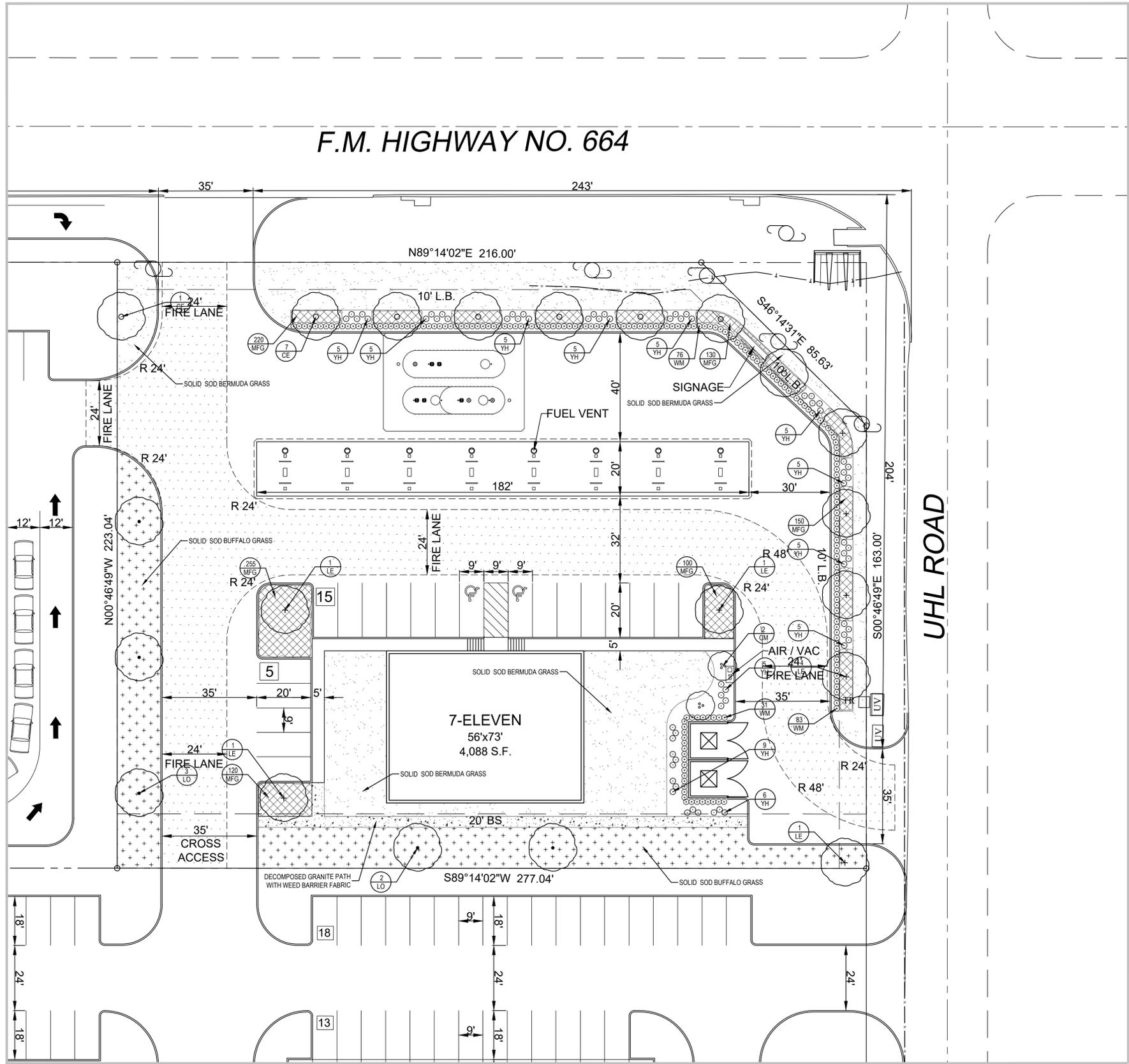


2 ELEVATION - LEFT SIDE
3/16" = 1'-0"

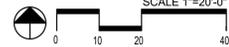


1 ELEVATION - FRONT
3/16" = 1'-0"

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01 PRELIMINARY LANDSCAPE PLAN



LANDSCAPE TABULATIONS

INTERIOR LANDSCAPE
 REQUIREMENT: A MINIMUM 20% OF THE TOTAL LOT AREA TO BE INTERIOR LANDSCAPE AREA

TOTAL LOT AREA - 59,959 SF

REQUIRED: 11,992 SF (20%) PROVIDED: 14,473 SF (24%)

REQUIREMENT: A MINIMUM 1 SHADE TREE PER 10,000 SF OF TOTAL LOT AREA

REQUIRED: 6 SHADE TREES PROVIDED: 6 SHADE TREES

PERIMETER LANDSCAPE
 REQUIREMENT: A MINIMUM 10' WIDE LANDSCAPE BUFFER SHALL BE PROVIDED ALONG STREET FRONTAGE

REQUIRED: 10' WIDE LANDSCAPE BUFFER PROVIDED: 10' WIDE LANDSCAPE BUFFER

REQUIREMENT: A MINIMUM OF 1 SHADE TREE AND 10 SHRUBS PER 35 LF OF STREET FRONTAGE SHALL BE PROVIDED

EAST OVILLA ROAD - 259 LF

REQUIRED: 7 SHADE TREES PROVIDED: 7 SHADE TREES
 74 SHRUBS 118 SHRUBS

UHL ROAD - 206 LF

REQUIRED: 6 SHADE TREES PROVIDED: 6 SHADE TREES
 59 SHRUBS 85 SHRUBS

PARKING LOT LANDSCAPE
 REQUIREMENT: FOR PARKING LOTS WITH LESS THEN 30 PARKING SPACES, A MINIMUM 15 SF OF PARKING LOT ISLAND LANDSCAPE AREA PER PARKING SPACE SHALL BE PROVIDED

TOTAL PARKING SPACES: 20 PARKING SPACES

REQUIRED: 300 SF PROVIDED: 910 SF

REQUIREMENT: FOR PARKING LOTS WITH LESS THEN 30 PARKING SPACES, A MINIMUM 50% OF ALL PARKING LOT ISLANDS SHALL CONTAIN A MINIMUM OF 1 SHADE TREE WITH THE REMAINING AREA IN SHRUBS, GROUND COVER, GRASSES OR SEASONAL COLOR

TOTAL PARKING LOT ISLANDS: 3 PARKING LOT ISLANDS

REQUIRED: 2 SHADE TREES PROVIDED: 2 SHADE TREES
 REMAINING PLANTINGS NATIVE GRASSES

GENERAL LAWN NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
 - ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
 - ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
 - IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
 - ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
 - ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION
 - CONTRACTOR SHALL PROVIDE (1) ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.
- SOLID SOD NOTES**
- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL, 3" BELOW FINAL GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
 - ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
 - ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
 - CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
 - PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
 - ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
 - WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
 - CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
 - CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
 - IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
- CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
- ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

PLANT NOTES

- THIS PRELIMINARY LANDSCAPE PLAN IS FOR PLANNING PURPOSES ONLY.
- THIS PRELIMINARY LANDSCAPE PLAN MUST BE REVIEWED BY ALL GOVERNING JURISDICTIONS FOR COMPLIANCE.
- ALL EXISTING CONDITIONS MUST BE VERIFIED.
- ALL MEASUREMENTS ARE ESTIMATED.

PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	8	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	B&B, 12" ht., 4' spread, 5' clear straight trunk
LE	8	Lacebark Elm	<i>Ulmus parvifolia</i>	3" cal.	container, 14" ht., 6' spread, 5' clear straight trunk
LO	5	Live Oak	<i>Quercus virginiana</i>	3" cal.	container, 14" ht., 6' spread, 5' clear straight trunk
CM	2	Crepe Myrtle	<i>Lagerstroemia indica</i>	3" cal.	container, 8" ht., 4' spread min. 3 or 5 trunks, tree form
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
MFG	975	Mexican Feather Grass	<i>Nassella tenuissima</i>	1 gal.	container grown, 18" ht., 12" spread, 18" o.c., well rooted
WM	190	Wax Myrtle	<i>Myrica caribaea</i>	5 gal.	container grown, 30" ht., 24" spread
YH	65	Yaupon Holly	<i>Ilex vomitoria</i>	5 gal.	container grown, 24" ht., 24" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
		'419' Bermudagrass	<i>Cynodon dactylon</i> '419'	sod	sod sod refer to notes
		Buffalograss	<i>Bouteloua dactyloides</i>	sod	sod sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

DEVELOPER
 VAQUERO VENTURES, LLC
 W.A. LANDRETH
 3211 W. 4TH STREET
 FORT WORTH, TX 76107
 (817) 228-5268

LANDSCAPE ARCHITECT
 STUDIO GREEN SPOT, INC.
 1784 W. McDERMOTT DR.
 SUITE 110
 ALLEN, TEXAS 75013
 (469) 369-4448
 CHRIS@STUDIOGREENSPOT.COM

PRELIMINARY LANDSCAPE PLAN
 FOR REVIEW ONLY
 ISSUED
 11-24-2020
 These documents are
 NOT FOR PERMITTING OR CONSTRUCTION.
 They were prepared by
 or under the supervision of:
 Chris Tronzano Tx. Lic. #2042
 Studio Green Spot, Inc.

7-ELEVEN

EAST OVILLA ROAD & UHL ROAD
 GLENN HEIGHTS, TEXAS, 75154

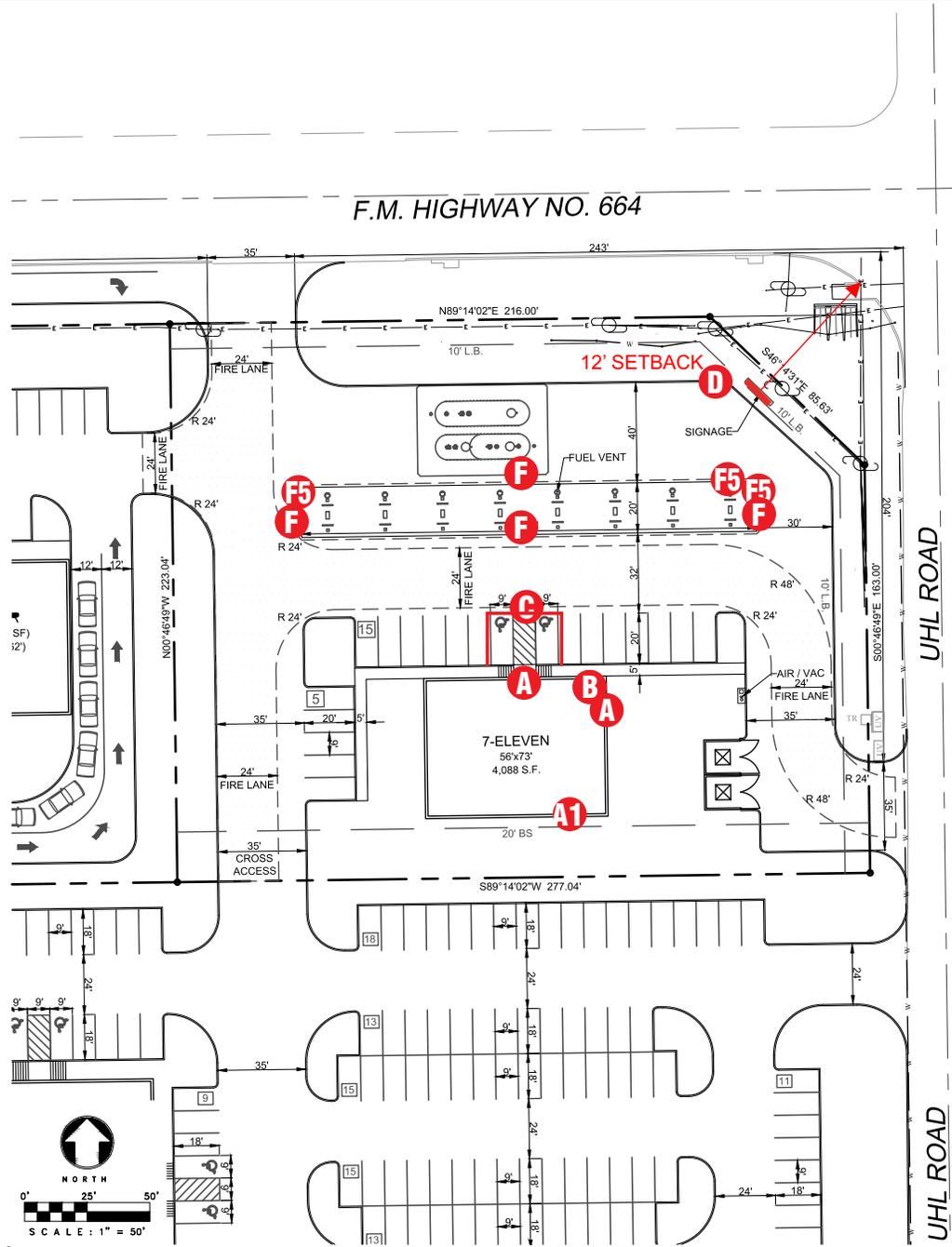
ISSUE:
 FOR REVIEW 11.24.2020

DATE:
 11.24.2020

SHEET NAME:
 PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER:

L.1



PRODUCT LIST		
SQ. FT.	QTY	ITEM
EXTERIOR BUILDING SIGNS		
A	37	2 W37
A1	25	1 W25
INTERIOR SIGNS AND WINDOW VINYL		
B	3.2	1 ATM HANGING SIGN (INTERIOR)
C	N/A	6 WINDOW VINYL
EXTERIOR GROUND SIGNS		
D	50	1 DF MONUMENT SIGN
FUEL CANOPY FASCIA SIGNS & VINYL		
F5	9	3 SF CANOPY SIGNS (MAIN ID KEYSTONE)
F	N/A	4 TRI-STRIPE VINYL SETS

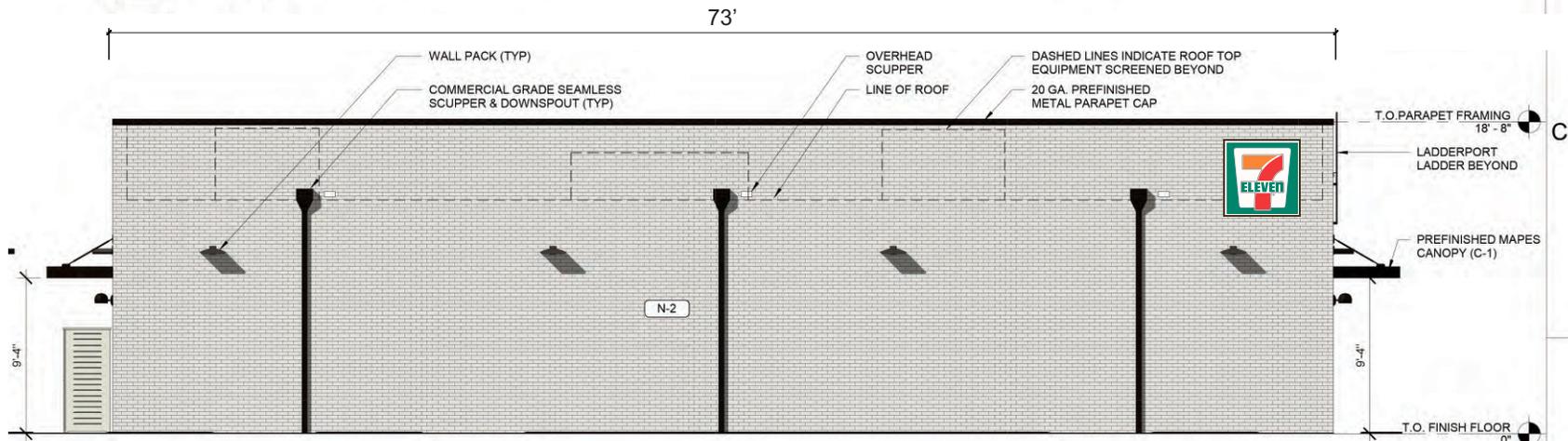
Job Location: 1048296
 East Ovilla Rd.,
 Glenn Heights, TX 75154
Date: November 24, 2020



D-ORDER# 103704.03 WSJ
Project Mgr.: Victoria Cox
 victoria.cox@cummingsigns.com
 Page: 1 of 10

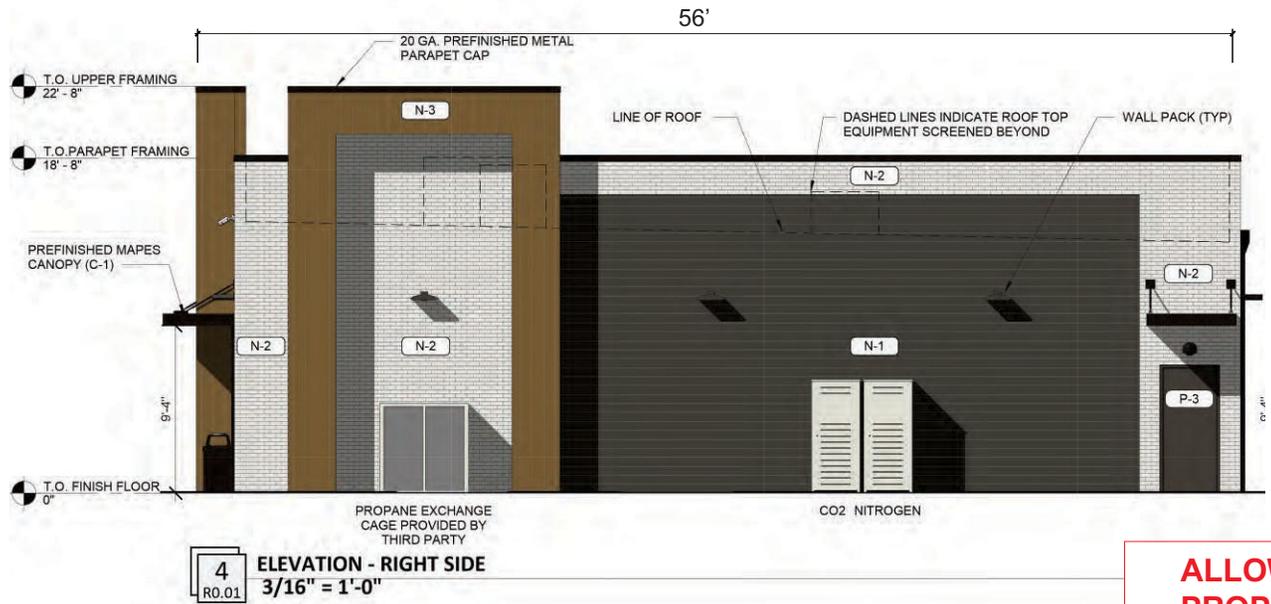
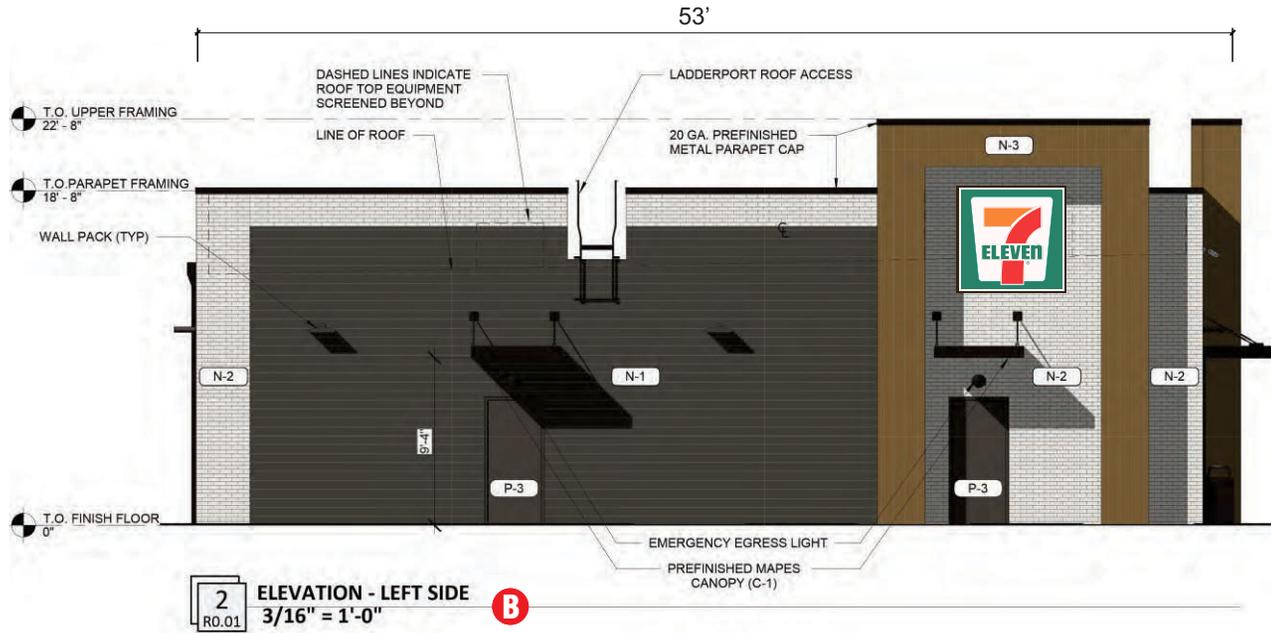


1 ELEVATION - FRONT
 R0.01 3/16" = 1'-0" **A B C**



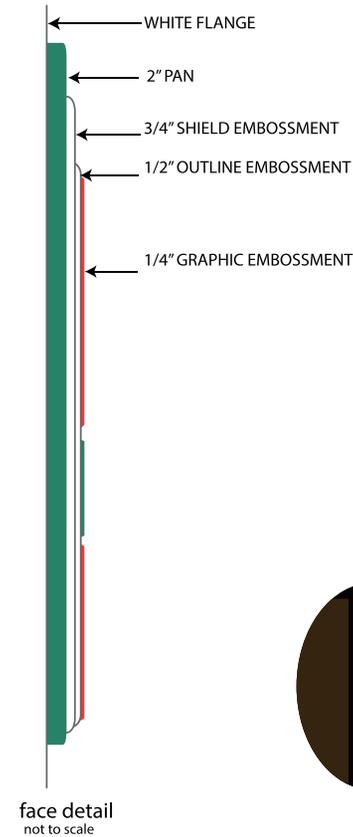
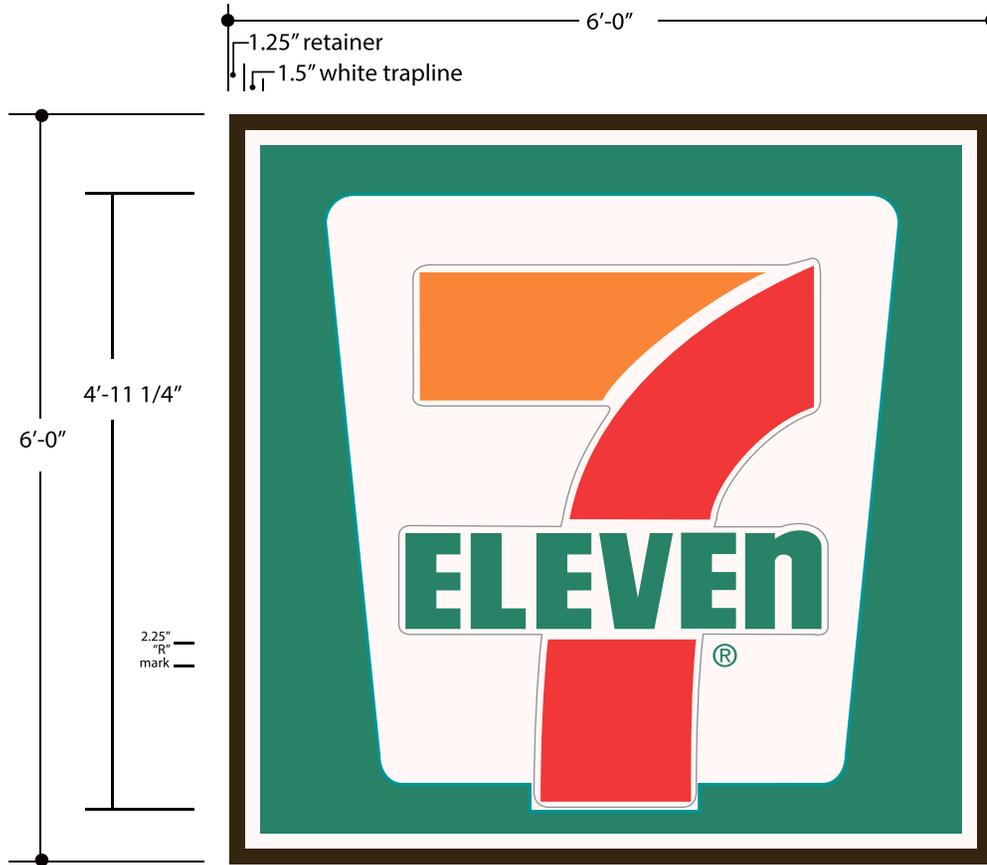
3 ELEVATION - REAR
 R0.01 3/16" = 1'-0" **A1**

ALLOWED: 146 SQ. FT.
PROPOSED: 40.2 SQ. FT.

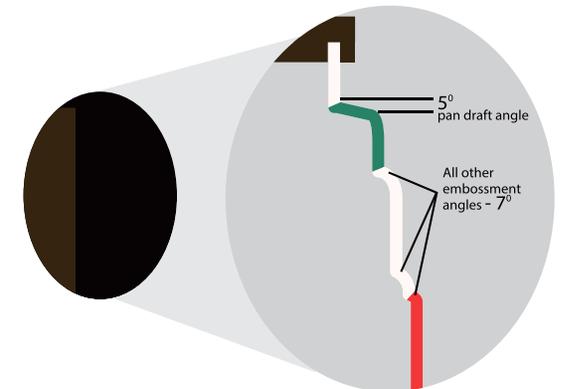


ALLOWED: 112 SQ. FT.
PROPOSED: 37 SQ. FT.

A



- SINGLE FACE INTERNALLY ILLUMINATED WALL SIGNS.
 - LED ILLUMINATION.
 - 5 1/2" EXTRUDED ALUMINUM CABINET & RETAINERS PAINTED BRONZE.
 - FORMED POLYCARBONATE FACES WITH EMBOSSED GRAPHICS.
 - TRAPLINE PROPORTIONAL TO LOGO FIELD.
 - WALL SIGNS TO UTILIZE SAME TOOLING AS PYLON FAMILY.
- | | |
|--|------------|
| | 3M 3630-26 |
| | 3M 3630-33 |
| | 3M 3630-44 |
| | WHITE |
| | BRONZE |



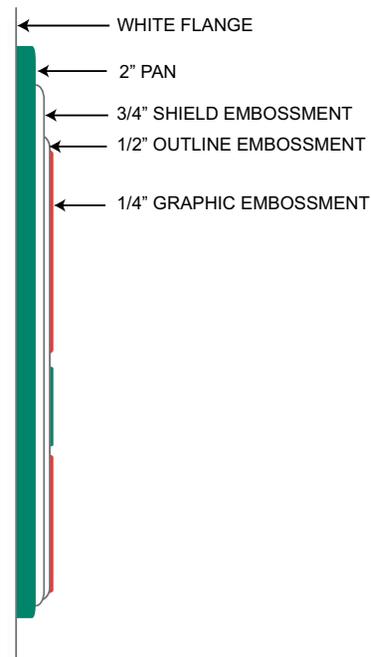
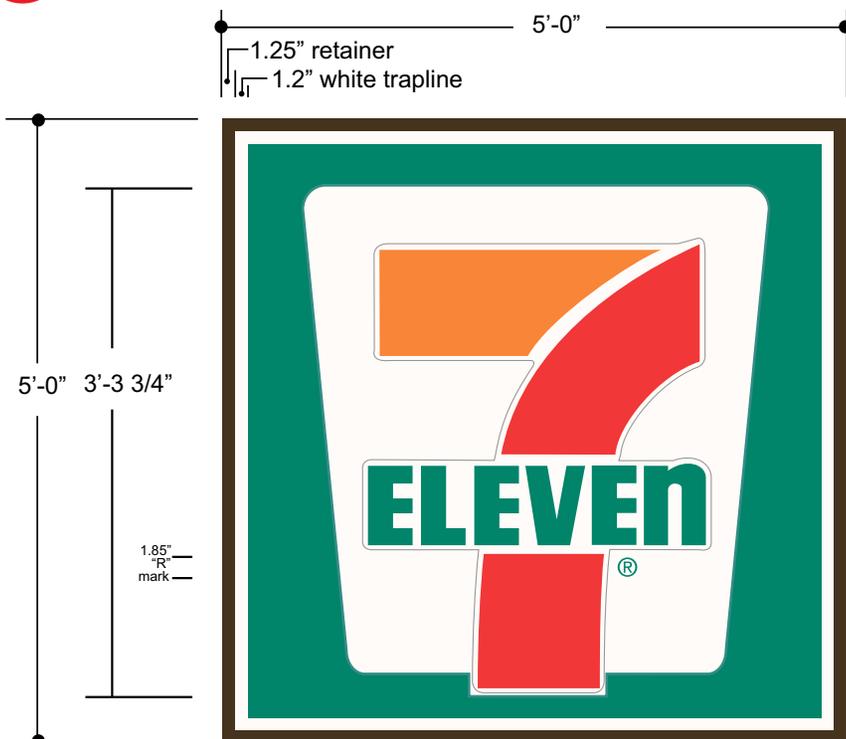
PART # 711-W37-SF-LOGO-SIGN
PART # 711-W37-LOGO-RF

Job Location: 1048296
East Ovilla Rd.,
Glenn Heights, TX 75154
Date: November 24, 2020



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Project Mgr.: Victoria Cox
victoria.cox@cummingsigns.com
Page: 4 of 10

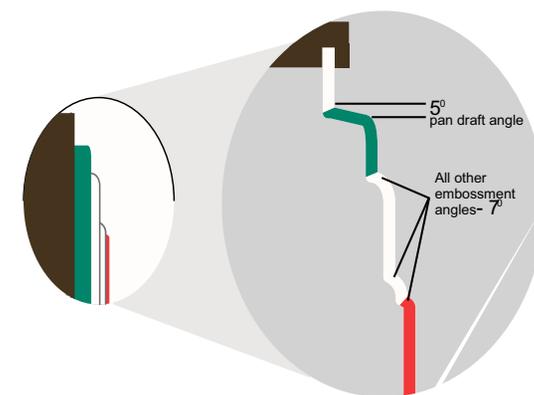
A1



face detail
not to scale

- SINGLE FACE INTERNALLY ILLUMINATED WALL SIGNS.
- LED ILLUMINATION.
- 5 1/2" EXTRUDED ALUMINUM CABINET & RETAINERS PAINTED BRONZE.
- FORMED ACRYLIC FACES WITH EMBOSSED GRAPHICS.
- TRAPLINE PROPORTIONAL TO LOGO FIELD.
- WALL SIGNS TO UTILIZE SAME TOOLING AS PYLON FAMILY.

- 3M 3630-26
- 3M 3630-33
- 3M 3630-44
- WHITE
- BRONZE



embossment detail enlarged to show color breaks
not to scale

PART # 711-W25-SF-LOGO-SIG
PART # 711-W25-LOGO-RF

Job Location: 1048296
East Ovilla Rd.,
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Date: November 24, 2020



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Page: 5 of 10

INTERIOR SINGLE FACE WINDOW SIGN

B

SPECIFICATIONS

SF INTERNALLY ILLUMINATED HANGING SIGN (INTERIOR)

CABINET:

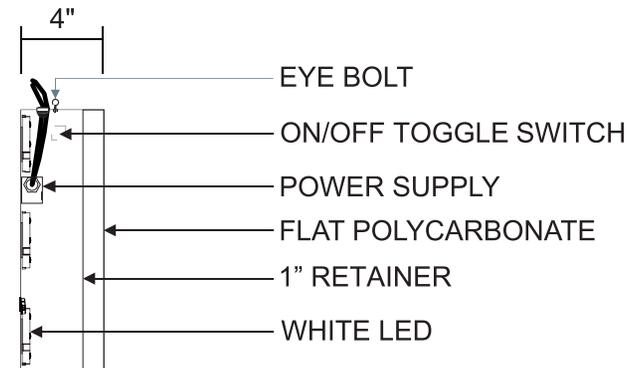
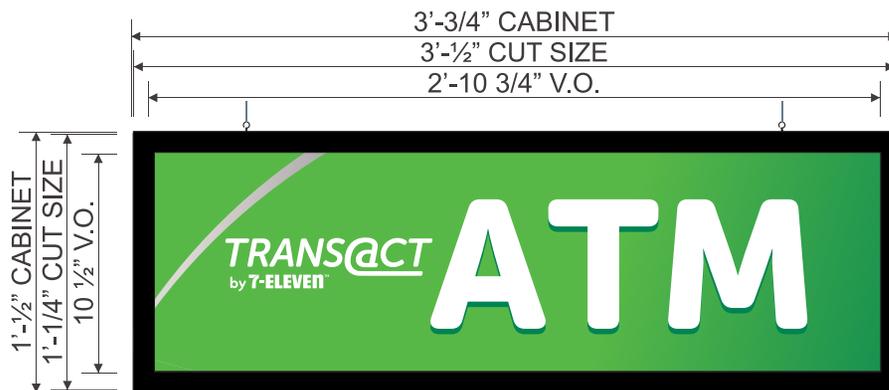
EXTRUDED ALUMINUM PAINTED DURANODIC BRONZE 313E

FACE:

3/16" THICK FLAT WHITE POLYCARBONATE WITH 1ST SURFACE DIGITAL PRINT IMAGE.

ILLUMINATION:

GE WHITE LED



SHOWN FOR PERMITTING PURPOSES ONLY. SIGN PROVIDED BY FCTI.

Display Square Footage (Cabinet): 3.2

Job Location: 1048296
East Ovilla Rd.,
Glenn Heights, TX 75154
Date: November 24, 2020



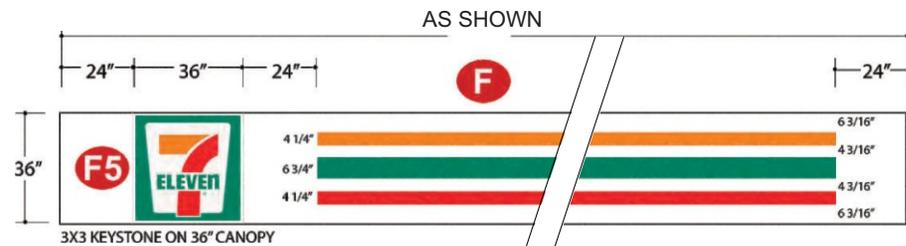
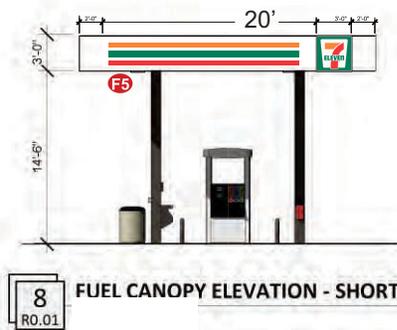
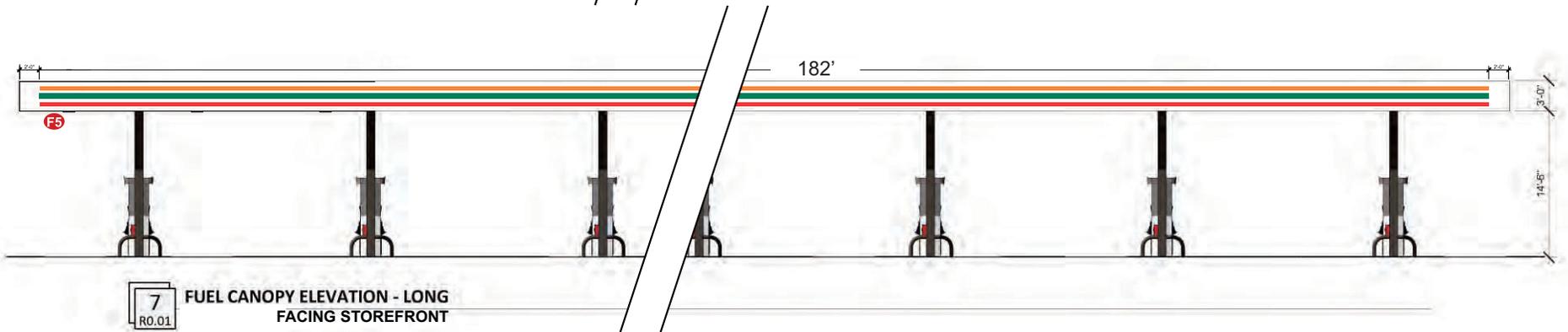
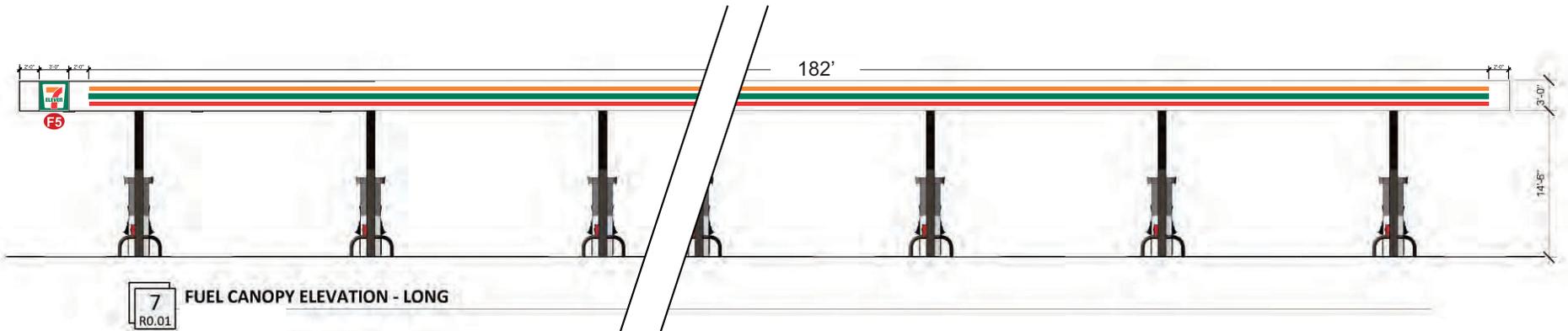
D-ORDER# 103704.03 WSI
Project Mgr.: Victoria Cox
victoria.cox@cummingsigns.com
Page: 6 of 10



WINDOW VINYL GRAPHICS.
VINYL GRAPHICS TO BE APPLIED SECOND SURFACE ONTO DESIGNATED STORE WINDOWS.

NOTE: WINDOW GRAPHICS KITS TO BE PROVIDED AND INSTALLED BY OTHERS. NOT PART OF CUMMINGS RESOURCES SCOPE OF WORK.
NOTE : FOR FULL INSTALLATION INSTRUCTIONS, REFER TO 7-ELEVEN SIGNAGE MANUAL.

SCALE: 1/16" = 1'-0" CONCEPT ELEVATIONS ONLY FUEL CANOPY FASCIA SIGNS & VINYL STRIPES



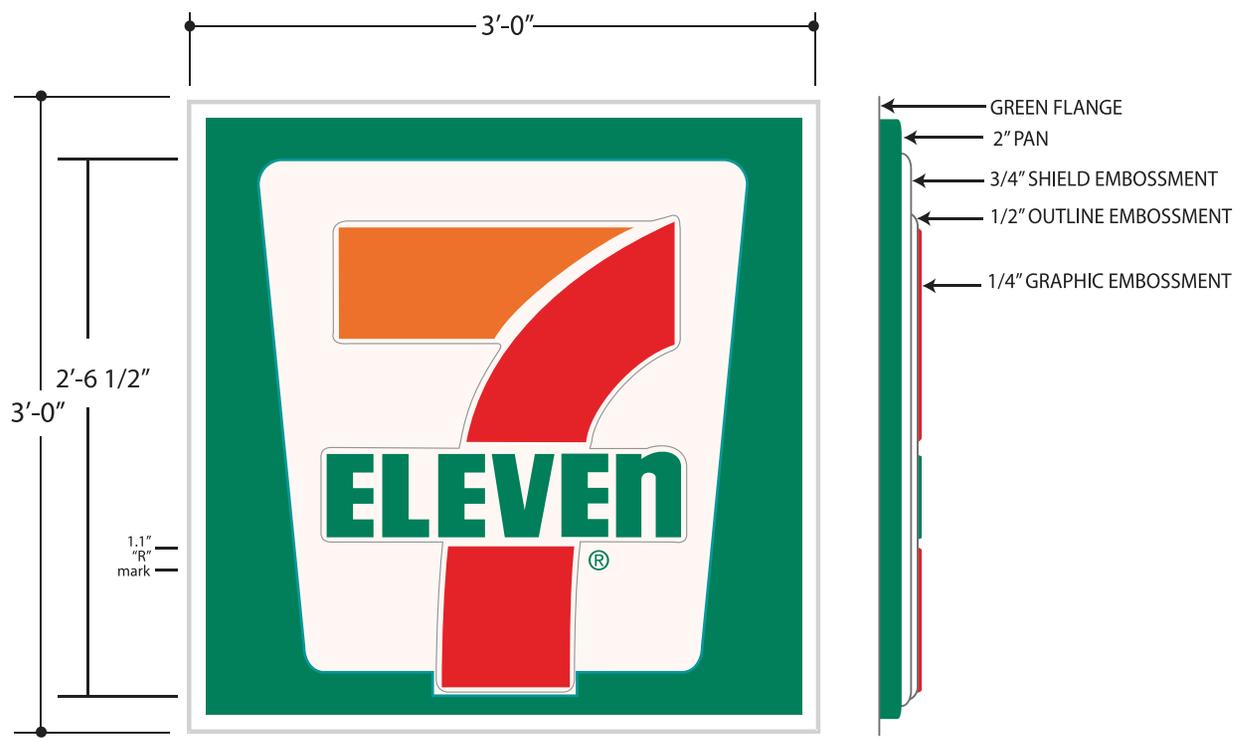
**ALLOWED: 60 SQ. FT. PER SIDE
PROPOSED: 9 SQ. FT. PER SIDE (3)**

Job Location: 1048296
East Ovilla Rd.,
Glenn Heights, TX 75154
Date: November 24, 2020



D-ORDER# 103704.03 WSJ
Project Mgr.: Victoria Cox
victoria.cox@cummingsigns.com
Page: 8 of 10

F5



face detail
not to scale

- SINGLE FACE INTERNALLY ILLUMINATED CANOPY SIGNS.
 - LED ILLUMINATION.
 - ALUMINUM CABINET PAINTED WHITE.
 - 1" ALUMINUM RETAINERS PAINTED WHITE.
 - FORMED ACRYLIC FACES WITH EMBOSSED GRAPHICS.
- | | |
|--|----------|
| | PMS 341C |
| | PMS 485C |
| | PMS 165C |
| | WHITE |

Display Square Footage (Cabinet): 9

Job Location: 1048296
 East Ovilla Rd.,
 Glenn Heights, TX 75154
Date: November 24, 2020



D-ORDER# 103704.03 WSJ
Project Mgr.: Victoria Cox
 victoria.cox@cummingsigns.com
 Page: 9 of 10

D



- DOUBLE FACE INTERNALLY ILLUMINATED PYLON SIGNS.
- LED ILLUMINATION.
- 8" EXTRUDED ALUMINUM CABINET & RETAINERS PAINTED BRONZE.
- FORMED AND EMBOSSED POLYCARBONATE FACES
- TRAPLINE PROPORTIONAL TO LOGO FIELD.

	3M 3630-26		WHITE
	3M 3630-33		BRONZE
	3M 3630-44		

- DOUBLE FACE INTERNALLY ILLUMINATED SIGN CABINET.
- EXTRUDED ALUMINUM CABINET & RETAINERS PAINTED DURANODIC BRONZE.
- PAN FORMED CLEAR ACRYLIC FACE BACK SPRAYED PMS 485 RED.
- WHITE COPY.
- DIESEL BACKGROUND 3M 3630-26 GREEN
- WHITE LED ILLUMINATION
- DIGITAL PRICER -
 - 12" RED LED
 - 12" GREEN LED
- ELECTRICAL NOTES:
 - TOTAL AMPS - 9.0
 - TOTAL CIRCUITS - (1) 20 AMP REQUIRED
 - VOLTS - 120

	3M 3630-26		WHITE
	PMS 485		BRONZE

-BASE TO MATCH BUILDING - CALL OUT TO BE MANUFACTURED & BUILT BY OTHERS

ALLOWED: 60 SQ. FT. - 12' WIDE @ 8' OAH
PROPOSED: 50 SQ. FT.

Job Location: 1048296
 East Ovilla Rd.,
 Glenn Heights, TX 75154
 Date: November 24, 2020



D-ORDER# 103704.03 WSJ
 Project Mgr.: Victoria Cox
 victoria.cox@cummingsigns.com
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CODE CHECK

Customer Name: 7-Eleven
 Store #: 1048296
 Address: SOUTHWEST Corner of Ovilla & Uhl Road
 City: Glenn Heights State: TX Zip: 75154
 Master Sign Program (MSP): Yes No

Zoning: Nonresidentialzone(e(assumingsingletenantwithnofreewayfrontage)
 City of Glenn Heights
 Contact Name: Mia Hines
 Phone: 972-223-1690
 Fax: 972-274-5110
 E-Mail: _____

Wall Signs N/A

Are wall signs allowed? Yes No
 Square footage based on: Street Frontage Building Frontage % of wall area
 Number of signs allowed: 1 wall sign per business*
 Maximum SF allowed: 2sf/buildinglength
 Formula for area calculation: 2sfperlinearfootofthefrontlengthofthebuilding.
 Maximum Projection a n _____
 Maximum Height: _____ Max. Letter Height: na Max. Logo Height: na Max. Sign Width: na
 Can sign project above rooine? Yes No If yes, how much? _____
 Is area transferable to another elevation? Yes No
 Lighting Restrictions: Maybeinternallyandexternallyilluminated.
 Do ACM stripes count as square footage? Yes No
 Permits Required For: Remodel/Repaint Signage Yes No Wall Plaques Yes No Non-Illuminated Wall Signs Yes No

Notes: *Singlebusinessonacornertotwillbeallowedonewallsignperstreetfrontage.
 Panelorboxsignsarepermitted(backgroundareaisincluded)

Canopy N/A

Maximum number of canopy signs? Notspecified(subjectoreview) Maximum SF of signage allowed: 60sfperside.
 Can canopy signs be illuminated? Yes No
 Do ACM stripes count as square footage? Yes No
 How many canopy sides can have signs: Notspecified(subjectoreview)
 Formula used to calculate size of sign allowed: na

Notes: Signsadvertisingfuelpriceandgasstation'snameareallowedonthecanopyofgasolinepumps.The signareashallnotexceed60sfperside.Donotcalculatedecorativegraphics.

Freestanding Signs N/A

Number of signs allowed: 1monumentsignperstreetfrontage*
 Is OAH calculated from grade or top base of sign: Grade
 Maximum SF allowed: 60sf(12"wide)80sfformulti-tenant
 How many faces count toward SF? One
 Maximum Height: 8'(includingbase)12'formulti-tenant
 Stamped Eng. Required? Yes No
 Setback: 12'fromanypublicrow
 Restrictions on LED prices: Copymustbestationaryorconstantintensityandcolor.
 Are LED prices allowed? Requiresapproval**

Will any change to the existing freestanding sign require the sign to be brought into conformity with the current sign code? Yes No
 Will a reface? Yes No Will a cabinet replacement/rearrangement? Yes No If SF stays same, can we replace? Yes No
 Site triangle requirements? _____

Notes: forapproval/denial.
 *MasonryPylonSignsonlypermittedonlyinnon-residentialzonewithaminimumof300'freewayfrontage(IH-35E,orF.M.664orOvillar
 300sforsingletenant.50'maxheight(except35onF.M.664).200'setbackfrompublicROW.
 -Iand,highrthweyr),4450sfformulti-tenantpylon,
 Surroundedby2'widemasonrycolumnborc clearanc3:3pighdosp.

Job Location: **CUMMING** Customer Creation through Brand Innovation

Date: _____ **Project Mgr.:** _____

The sign regulations are provided by local officials either by municipalities or by the land developer/Landlord. Due to contradiction within the code and/or misinterpretation or false information given by the officials the sign information is subject to change at the time of interpretation by the governing permitting staff.

Window Signs

N/A

Are window signs allowed? Yes No
Signs count towards allowed SF? No
Maximum SF allowed: 10%ofthewindowareareperfacade

Distance setback from glass to not count as a window sign: na
% of glass allowed: 10%ofthewindowareareperfacade

Permit required for interior illuminated window signs: Yes No

Notes:

No permit required.

Directionals / Regulatory

N/A

Are directionals allowed? Yes No
Are permits required? Yes No
Number of signs allowed? Subject to review
Maximum SF allowed: Subject to review
Maximum Overall Height: Subject to review

Notes:

Setback: na

Name / Logos allowed? Yes No

Directionals count towards allowed SF? Yes No Is internal illumination allowed? Yes No

Face Replacements

N/A

Can grandfathered status remain if faces are replaced? Yes No Are permits required if only refacing the sign? Yes No
Are permits required if remodeling or repainting the sign? Yes No Does SF include cabinet or just copy/graphics? Cabinet

Additional Signs

N/A

Do any decals on the top, door or value of the gas pumps count as signage? Yes No

If so what are they considered? No permit required for gasoline price or credit cards signs placed on pump islands not exceeding 45 in sign area.

Notes:

Awnings

N/A

Are awnings allowed? Yes No Copy / Logo allowed? Yes No
Allowed above 1st story? Yes No Valence only? Yes No
Clearance from grade to bottom of awning: na Illumination allowed? Yes No

Notes:

Awnings not permitted in Town Center (TC) zoning district.

Projecting Signs

N/A

Are projecting signs allowed? Yes No
Allowed over public ROW? Yes No
Maximum projection: na

Feet from property line: na

Clearance to grade: na

Notes:

Subject to review.

Job Location:



Project Mgr.:

Date:

Permit Requirements

Permits can be applied for by: Mail Authorized Agent
 License Required: Business Contractors
 Signature Required on Application: Owner Agent
 Documents Required: Site Plan Elevations Sign Details Sealed Engineering Additional Professional Seals
 Number of Document Copies: 2 _____ 2 _____
 Document Size: na _____ Cost of Permit: Based on valuation _____
 Length of time to secure permit: About a week _____ Other permit costs / fees: _____
 How long are permits valid for? 60 days after issuance _____ Who reviews/approves sign permits? Planning & Permitting Division _____

Notes:

For any non-residential property with more than 100,000 acres or with multiple businesses or uses, a Comprehensive Sign Plan is required. All masonry signs shall have 3' high landscaping surrounding base. Masonry signs shall have base, middle and cap with no gaps or openings. Shall be framed by masonry border consisting of brick, stone, concrete or material matching the building.

Variance Procedures

N/A

Are variances allowed? Yes No
 Likelihood of a variance being approved: _____ % Approved: _____ # Approved last year: _____
 Variance can be applied for by: Mail Authorized Agent Business Contractors
 Signature required on application: Owner Agent Lawyer
 Must attend variance hearing: Owner Agent Lawyer
 Documents required: Site Plan Elevations Sign Details Sealed Engineering Additional Professional Seals
 Quantity Required: _____
 Document color: Color BW Document Size: _____
 Length of time to secure variance: _____ Cost of variance: _____

Notes:

Job Location:

Date:



Project Mgr.:

The sign regulations are provided by local officials either by municipalities or by the land developer/landlord. Due to contradiction within the code and/or misinterpretation or false information given by the officials the sign information is subject to change at the time of interpretation by the governing permitting staff.



CITY OF GLENN HEIGHTS PLANNING AND ZONING COMMISSION REPORT

Date: January 11, 2021

SUBJECT

The Planning and Zoning Commission will hear a rezoning request by Brett Hess and Hachie Properties, LLC for a new Planned Development with a mixed-use base zoning of Commercial and Multifamily Residential.

REPORT IN BRIEF

Discuss and take action on a request by Brett Hess and Hachie Properties, LLC to amend the Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by obtaining a change in zoning for a 20.702-acre parcel situated in the James Porter Survey, Abstract No. 1129, located at 1215 East Bear Creek Road, Glenn Heights, Dallas County, Texas, from Single Family-1 (SF-1) to Planned Development-26, for Multifamily and Commercial ("PD-26/MF, C"). The applicant proposes to designate approximately 15.200 acres of land for the development of multifamily residential units and approximately 5.502 acres of land for the mixed-use development of both commercial and multifamily residential units with a density not to exceed 18 units per acre. The applicant also proposes to include amenities such as a resort style swimming pool, fitness center, business center, community room, outdoor grill area, children's playground, and a pedestrian walking trail.

BACKGROUND / DISCUSSION

The subject area is located at 1215 East Bear Creek Road and is currently zoned Single Family-1 (SF-1). To the east and west, the property is surrounded by parcels zoned and developed according to the City's Commercial zoning district. To the north, the property

abuts a parcel owned by DeSoto ISD and, to the south, Bear Creek Road, Gateway Park, and the DART Park and Ride Station.

A Planned Development (PD) district is a tool to permit new or innovative concepts in land utilization not permitted by other zoning districts in the City Zoning Ordinance, to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community. This tool requires that one or more of the following purposes are met:

- A. To provide for a superior design on lots or buildings;

The proposed Development Standards provides for a uniform, master planned mixed-use development with open space and amenities for the enjoyment of the community.

- B. To provide for increased recreation and open space opportunities for public use and enjoyment;

The proposed development includes different areas for open space and outdoor activities.

- C. To provide amenities or features that would be of special benefit to the property users or to the overall community;

The multifamily development shall include a swimming pool, fitness center, business center, community room, outdoor grill area, children's playground, and a pedestrian walking trail.

- D. To protect or preserve natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes viewsapes, or wildlife habitats;

The proposed concept plan was designed in such a way as to preserve a natural drainage area and most of the existing landscape.

- E. To protect or preserve existing historical buildings, structures, features or places;

There are no structures or buildings of historical significance to preserve on the petitioned site.

- F. To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and

The Future Land Use Map dedicates this site for retail development. However, considering the current market and the City's need for both diverse housing options and retail space, Staff believes that the site is perfect for this mix of uses. The proposed development also considers the expansion of Bear Creek Road and alignment with major intersections per the City's thoroughfare plan.

G. To meet or exceed the standards of this Ordinance.

The table below illustrates how the proposed Planned Development compares to traditional MF zoning standards:

	MF Standards	Proposed Standards
Minimum Unit Floor Area	efficiency – 500 sq. ft. 1 bedroom – 800 sq. ft. 2 bedroom – 950 sq. ft. 3 bedroom – 1,100 sq. ft.	1 bedroom – 800 sq. ft. 2 bedroom – 950 sq. ft. 3 bedroom – 1,100 sq. ft.
Maximum Density	14 units per acre	18 units per acre
Maximum Lot Coverage	60%	60%
Size of Yards	minimum front yard – 40' minimum side yard – 75'	minimum front yard – 40' minimum side yard – 75'
Parking	2 spaces per unit, some enclosed spaces	1.7 spaces per unit; no enclosed or covered spaces
Site Amenities	swimming pool common areas community/recreation center	resort style swimming pool fitness center business center community room gazebo with BBQ grills children's playground
Accessory Buildings	15'	30'
Unit Mix	Efficiency – maximum 15% 1 & 2 bedroom – minimum 75% 3 bedroom – maximum 10%	1 bedroom – minimum 25% 2 bedroom – minimum 50% 3 bedroom – maximum 25%
Screening	full security gating	full security gating
Landscaping	90% of the street yard and 20% of the total area shall be devoted to a combination of landscaping and usable open space	90% of the street yard and 20% of the total area shall be devoted to a combination of landscaping and usable open space

Building Size	maximum building length – 200'	maximum building length – 250'
---------------	--------------------------------	--------------------------------

CONCEPT PLAN REVIEW AND EVALUATION

The Development Review Committee met and performed Concept Plan review and evaluation with respect to the following:

- The Plan’s compliance with all provisions of the Zoning Ordinance and other ordinances of the City.
- The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.
- The relationship of the development to the base zoning standards in terms of harmonious design, façade treatment, setbacks, maintenance of property values, and any possible negative impacts.
- The provision of a safe and efficient vehicular and pedestrian circulation system.
- The coordination of streets so as to arrange a convenient system consistent with the Thoroughfare Plan of the City as adopted and amended.
- The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design.
- The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses.
- Protection and conservation of watercourses and areas that are subject to flooding.
- Consistency with the Comprehensive Master Plan of the City as adopted or amended.

COMPREHENSIVE PLAN ALIGNMENT

Staff has reviewed this application to determine its compatibility with the City’s Future Land Use Map and Comprehensive Plan which designates this area as Retail (R):

Retail

Retail uses typically include establishments which provide merchandise for retail sale and may also include light commercial uses, such as lodging and banks. Retail is located in areas with higher visibility and accessibility and contributes additional taxable revenue to the city's coffers through sales taxes generated. In Glenn Heights, retail areas may also include office spaces

Considering the current market, the site's close proximity to low density residential developments, and the City's need for both diverse housing options and retail space, Staff believes that the site is perfect for this mix of uses.

FISCAL IMPACT

Once fully developed, the City would collect \$0.833523 per \$100 assessed valuation. The retail establishments may also increase the City's sales tax revenue stream.

PUBLIC CONTACT

Notices were mailed to adjacent property owners within two hundred feet (200') of the subject property by December 25, 2020. Notice was also published in a local newspaper by December 27, 2020 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance.

RECOMMENDATIONS

Staff recommends approval of the proposed Planned Development as presented.

PREPARED BY

Miamauni Hines, Planner

REVIEWED BY

Marlon Goff, Planning and Development Services Director

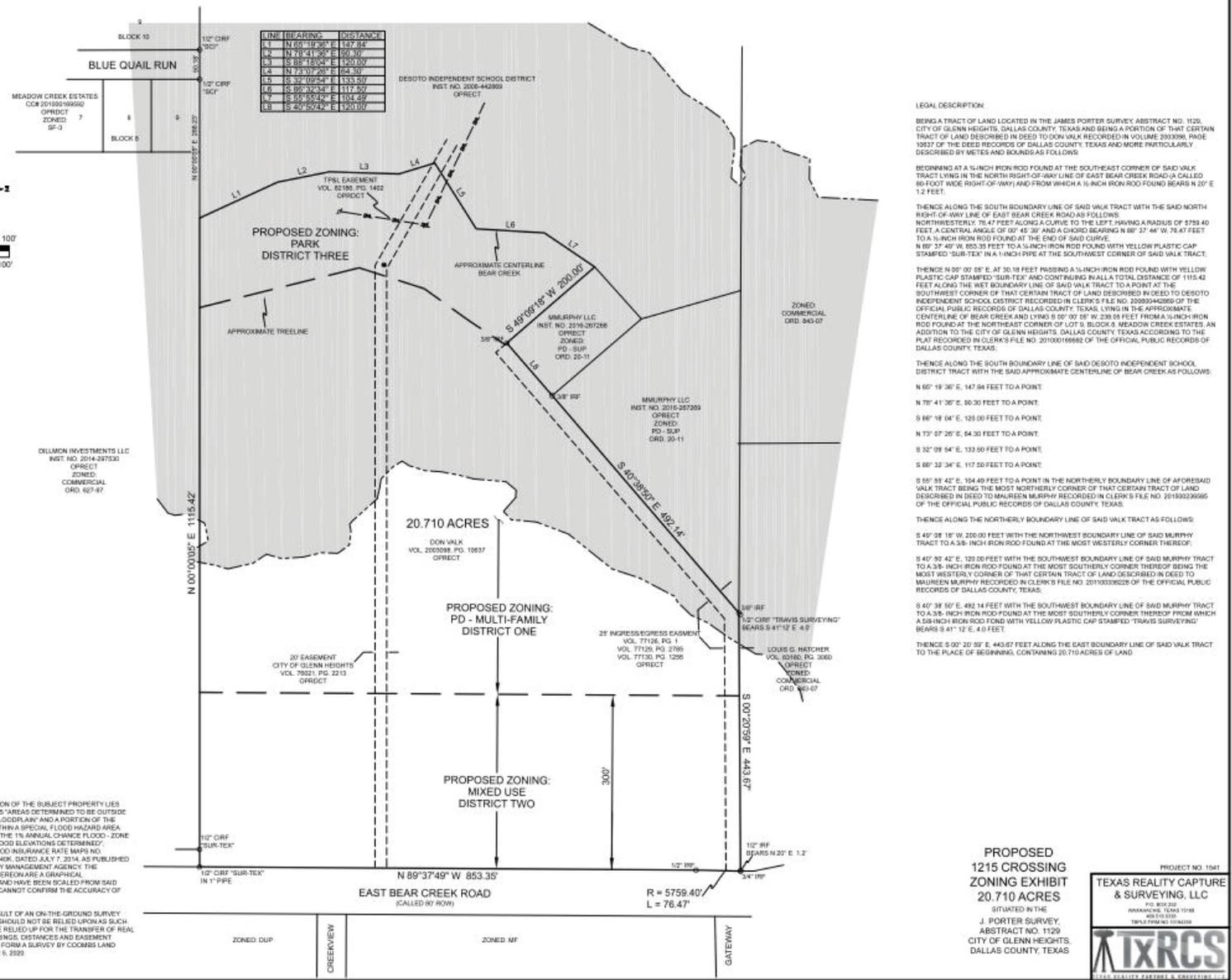
ATTACHMENTS

- I. Property Survey & Legal Description
- II. 1215 Crossing Development Regulations
- III. 1215 Crossing Concept & Park Plan



0' 50' 100'
SCALE: 1" = 100'

LINE	BEARING	DISTANCE
L1	N 89° 11' 30" E	127.82
L2	N 71° 41' 30" E	120.30
L3	S 88° 18' 04" E	120.00
L4	N 71° 07' 25" E	64.30
L5	S 37° 02' 54" E	133.33
L6	S 88° 18' 04" E	117.50
L7	S 89° 32' 04" E	104.25
L8	S 40° 30' 30" E	120.00



LEGAL DESCRIPTION

BEING A TRACT OF LAND LOCATED IN THE JAMES PORTER SURVEY ABSTRACT NO. 1129, CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO DON WALK RECORDED IN VOLUME 200398, PAGE 1957 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/4-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID WALK TRACT LYING IN THE NORTH RIGHT-OF-WAY LINE OF EAST BEAR CREEK ROAD (A CALLED 80 FOOT WIDE RIGHT-OF-WAY) AND FROM WHICH A 3/8-INCH IRON ROD FOUND BEARS N 20° E 1.2 FEET;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID WALK TRACT WITH THE SAID NORTH RIGHT-OF-WAY LINE OF EAST BEAR CREEK ROAD AS FOLLOWS: NORTHWESTERLY 75.47 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5793.40 FEET, A CENTRAL ANGLE OF 00° 45' 36" AND A CHORD BEARING N 88° 37' 48" W, 78.47 FEET TO A 3/8-INCH IRON ROD FOUND AT THE END OF SAID CURVE; N 88° 37' 48" W, 853.35 FEET TO A 1/4-INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "SUR-TEX" IN A 1-INCH PIPE AT THE SOUTHWEST CORNER OF SAID WALK TRACT;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID WALK TRACT WITH THE SAID NORTH RIGHT-OF-WAY LINE OF EAST BEAR CREEK ROAD AS FOLLOWS: NORTHWESTERLY 75.47 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5793.40 FEET, A CENTRAL ANGLE OF 00° 45' 36" AND A CHORD BEARING N 88° 37' 48" W, 78.47 FEET TO A 3/8-INCH IRON ROD FOUND AT THE END OF SAID CURVE; N 88° 37' 48" W, 853.35 FEET TO A 1/4-INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "SUR-TEX" IN A 1-INCH PIPE AT THE SOUTHWEST CORNER OF SAID WALK TRACT;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID DEBOTO INDEPENDENT SCHOOL DISTRICT TRACT WITH THE SAID APPROXIMATE CENTERLINE OF BEAR CREEK AS FOLLOWS:

N 60° 18' 36" E, 147.94 FEET TO A POINT;
 N 78° 41' 36" E, 50.30 FEET TO A POINT;
 S 88° 18' 04" E, 120.00 FEET TO A POINT;
 N 73° 07' 25" E, 64.30 FEET TO A POINT;
 S 32° 09' 54" E, 133.50 FEET TO A POINT;
 S 88° 32' 34" E, 117.50 FEET TO A POINT;

S 89° 55' 42" E, 154.40 FEET TO A POINT IN THE NORTHERLY BOUNDARY LINE OF SAID DON WALK TRACT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO MAUREEN MURPHY RECORDED IN CLERK'S FILE NO. 261593236695 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID DON WALK TRACT AS FOLLOWS:

S 49° 28' 18" W, 200.00 FEET WITH THE NORTHWEST BOUNDARY LINE OF SAID MURPHY TRACT TO A 3/8-INCH IRON ROD FOUND AT THE MOST WESTERLY CORNER THEREOF;

S 40° 30' 30" E, 120.00 FEET WITH THE SOUTHWEST BOUNDARY LINE OF SAID MURPHY TRACT TO A 3/8-INCH IRON ROD FOUND AT THE MOST SOUTHWEST CORNER THEREOF BEING THE MOST WESTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO MAUREEN MURPHY RECORDED IN CLERK'S FILE NO. 201030326228 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS;

S 40° 38' 50" E, 492.14 FEET WITH THE SOUTHWEST BOUNDARY LINE OF SAID MURPHY TRACT TO A 3/8-INCH IRON ROD FOUND AT THE MOST SOUTHWEST CORNER THEREOF FROM WHICH A 5/8-INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "TRAVIS SURVEYING" BEARS S 41° 12' E, 4.0 FEET;

S 40° 38' 50" E, 492.14 FEET WITH THE SOUTHWEST BOUNDARY LINE OF SAID MURPHY TRACT TO A 3/8-INCH IRON ROD FOUND AT THE MOST SOUTHWEST CORNER THEREOF FROM WHICH A 5/8-INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "TRAVIS SURVEYING" BEARS S 41° 12' E, 4.0 FEET;

THENCE S 02° 20' 20" E, 443.67 FEET ALONG THE EAST BOUNDARY LINE OF SAID WALK TRACT TO THE PLACE OF BEGINNING, CONTAINING 20.710 ACRES OF LAND.

NOTES:

AS SHOWN HEREON, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE "X" - DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND A PORTION OF THE SUBJECT PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD - ZONE "AE" - DEFINED AS "BASED FLOOD ELEVATIONS DETERMINED ACCORDING TO THE FLOOD INSURANCE RATE MAPS NO. 4810203K AND NO. 4810204K, DATED JULY 7, 2014, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE FLOODPLAIN LINES SHOWN HEREON ARE A GRAPHICAL REPRESENTATION THEREOF AND HAVE BEEN SCALED FROM SAID MAPS; AND THE SURVEYOR CANNOT CONFIRM THE ACCURACY OF SAID LINES.

THIS EXHIBIT IS NOT THE RESULT OF AN ON-THE-GROUND SURVEY PERFORMED BY THIS OFFICE AND SHOULD NOT BE RELIED UPON AS SUCH. THIS EXHIBIT SHOULD NOT BE RELIED UPON FOR THE TRANSFER OF REAL PROPERTY BOUNDARY BEARINGS, DISTANCES AND EASEMENT SHOWN HEREON AS TAKEN FROM A SURVEY BY COOMBS LAND SURVEYING, REVISION MARCH 5, 2020.

PROPOSED 1215 CROSSING ZONING EXHIBIT 20.710 ACRES

SITUATED IN THE J. PORTER SURVEY, ABSTRACT NO. 1129, CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS

PROJECT NO. 1041

TEXAS REALTY CAPTURE & SURVEYING, LLC

1215 CROSSING ZONING EXHIBIT 20.710 ACRES

TXRCS

REALTY CAPTURE & SURVEYING, LLC

BEGINNING AT A ¼-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID VALK TRACT LYING IN THE NORTH RIGHT-OF-WAY LINE OF EAST BEAR CREEK ROAD (A CALLED 80-FOOT WIDE RIGHT-OF-WAY) AND FROM WHICH A ½-INCH IRON ROD FOUND BEARS N 20° E 1.2 FEET;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID VALK TRACT WITH THE SAID NORTH RIGHT-OF-WAY LINE OF EAST BEAR CREEK ROAD AS FOLLOWS:
NORTHWESTERLY, 76.47 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5759.40 FEET, A CENTRAL ANGLE OF 00° 45' 39" AND A CHORD BEARING N 88° 37' 44" W, 76.47 FEET TO A ½-INCH IRON ROD FOUND AT THE END OF SAID CURVE;
N 89° 37' 49" W, 853.35 FEET TO A ½-INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "SUR-TEX" IN A 1-INCH PIPE AT THE SOUTHWEST CORNER OF SAID VALK TRACT;

THENCE N 00° 00' 05" E, AT 30.18 FEET PASSING A ½-INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "SUR-TEX" AND CONTINUING IN ALL A TOTAL DISTANCE OF 1115.42 FEET ALONG THE WEST BOUNDARY LINE OF SAID VALK TRACT TO A POINT AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO DESOTO INDEPENDENT SCHOOL DISTRICT RECORDED IN CLERK'S FILE NO. 200600442869 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, LYING IN THE APPROXIMATE CENTERLINE OF BEAR CREEK AND LYING S 00° 00' 05" W, 238.05 FEET FROM A ½-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 9, BLOCK 8, MEADOW CREEK ESTATES, AN ADDITION TO THE CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CLERK'S FILE NO. 201000169592 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID DESOTO INDEPENDENT SCHOOL DISTRICT TRACT WITH THE SAID APPROXIMATE CENTERLINE OF BEAR CREEK AS FOLLOWS:

N 65° 19' 36" E, 147.84 FEET TO A POINT;

N 78° 41' 36" E, 90.30 FEET TO A POINT;

S 88° 18' 04" E, 120.00 FEET TO A POINT;

N 73° 07' 26" E, 64.30 FEET TO A POINT;

S 32° 09' 54" E, 133.50 FEET TO A POINT;

S 86° 32' 34" E, 117.50 FEET TO A POINT;

S 55° 55' 42" E, 104.49 FEET TO A POINT IN THE NORTHERLY BOUNDARY LINE OF AFORESAID VALK TRACT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO MAUREEN MURPHY RECORDED IN CLERK'S FILE NO. 201500236585 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID VALK TRACT AS FOLLOWS:

S 49° 08' 18" W, 200.00 FEET WITH THE NORTHWEST BOUNDARY LINE OF SAID MURPHY TRACT TO A 3/8- INCH IRON ROD FOUND AT THE MOST WESTERLY CORNER THEREOF;

S 40° 50' 42" E, 120.00 FEET WITH THE SOUTHWEST BOUNDARY LINE OF SAID MURPHY TRACT TO A 3/8- INCH IRON ROD FOUND AT THE MOST SOUTHERLY CORNER THEREOF BEING THE MOST WESTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO MAUREEN MURPHY RECORDED IN CLERK'S FILE NO. 201100336228 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS;

S 40° 38' 50" E, 492.14 FEET WITH THE SOUTHWEST BOUNDARY LINE OF SAID MURPHY TRACT TO A 3/8- INCH IRON ROD FOUND AT THE MOST SOUTHERLY CORNER THEREOF FROM WHICH A 5/8-INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "TRAVIS SURVEYING" BEARS S 41° 12' E, 4.0 FEET;

THENCE S 00° 20' 59" E, 443.67 FEET ALONG THE EAST BOUNDARY LINE OF SAID VALK TRACT TO THE PLACE OF BEGINNING, CONTAINING 20.710 ACRES OF LAND.

EXHIBIT "B"

PLANNED DEVELOPMENT DISTRICT REGULATIONS

1215 Crossing

City of Glenn Heights, Texas

_____, 2020

Development Regulations

Table of Contents

PART 1. PURPOSE AND INTENT

PART 2. EXHIBITS

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PART 1. PURPOSE AND INTENT

1.01 General

The 1215 Crossing Planned Development district is a mixed-use development located in the heart of the City purposefully designed for high quality rental housing along that is appointed with luxury amenities and situated in-between commercial and open-space recreational uses that blend a high quality lifestyle.

The rental community, to be known as 1215 Crossing, has been conceived as a luxury rental community up 18 units/acre with high end amenities such as a resort style swimming pool, fully appointed fitness center, other recreational areas and business center inside one or more common buildings that may also contain an event room, children's play area and a conference room. Purposeful design will give each rental unit a balcony or a patio and well landscaped courtyards throughout the property that will feel parklike in its setting.

Abutting Bear Creek Road will be two or more lots for future commercial business. These lots will be developed to be compatible uses for the residential to be located behind this commercial frontage and will provide walkability to the nearby 1215 Crossing community. Compatible uses would be restaurants, urgent care or retail uses. Such lots may also feature mixed uses of commercial and multifamily residential.

Within the Planned Development may be open or park space, part of which may sit in low flood prone land. This open space will offer a beautiful, useful amenity to the residents of the rental community.

The total acreage of this Planned Development is 21 +/- acres (Property). The Development shall consist of two (2) districts. District 1 will be up to 15 acres of land with multiple buildings up to four stories with common open space areas and amenities such as a club house containing indoor and outdoor amenities, with landscaping. District 2 being land in-between District 1 and Bear Creek Road and shall include Retail and/or Neighborhood Services uses with possible mixed/multifamily use above ground-floor retail and/or neighborhood services uses.

1.02 Planned Development District

1215 Crossing is a Planned Development District, as defined under the City of Glenn Heights' Comprehensive Zoning Ordinance and is intended to accommodate multiple family dwellings as well as retail and neighborhood services and open space. Except as set forth in these Regulations, the Planned Development District will be planned and developed in accordance with planned development provisions of the City of Glenn Heights' Comprehensive Zoning Ordinance including, without limitation, Exhibit A to Chapter 14 and the City's Subdivision Regulations contained in Chapter 10).

PART 2. EXHIBITS

The attached exhibits are incorporated into this ordinance in their entirety as though set forth fully in the text of this ordinance. The exhibits are as follows:

- Exhibit A: Legal Description of Property
- Exhibit B: Provisional comparisons
- Exhibit C: Proposed district layout of the Property

PART 3. DEFINITIONS

A. The term "Multifamily Development" as described in this PD shall refer to a multi-family dwelling, or a complex of dwellings, consisting of up to 18 units/acre.

PART 4. ALLOCATION OF LAND USES

Table 1 — Estimated Land Use Allocation

Land Use	Est. Acres	Est. Percentage of PD
Multifamily Residential/Open Space/Parks	15	72%
Commercial or Mixed Commercial/Office/Multifamily	6	28%
Total PD Acres & Percentages	21	100%

PART 5. RELATIONSHIP TO CITY OF GLENN HEIGHTS' COMPREHENSIVE ZONING ORDINANCE

In the event of a conflict or inconsistency between the written the provisions of the enabling Ordinance of these Regulations and the provisions of the City of Glenn Heights' Comprehensive Zoning Ordinance, the provisions and intent of the enabling Ordinance No. 0-1615 shall control. In the event of a conflict or inconsistency between the written requirements of this ordinance and any information contained on the attached Concept Plan, the written requirements of the enabling Ordinance No. 0-16-15 and these Regulations shall control. These Regulations, together with the applicable provisions of the enabling Ordinance No. 0-16-15 and the applicable provisions of the City of Glenn Heights' Comprehensive Zoning Ordinance and Subdivision Regulations, shall constitute all the development standards that are applicable to the Subdivision. Any approved Preliminary or Final Subdivision Plat must substantially conform to the applicable approved Concept Plan.

PART 6. PERMITTED USES

6.01 *District 1— Multifamily Tract.* The permitted uses in the District 1 — Mutifamily Tract of the PD shall be consistent with the Exhibits B and C as well as the General Design Standards herein described for this district.

6.02 *District 2 — Commercial Tract.* The permitted uses in the District 2 — Commercial Tract of the PD shall conform to the lists below and follow the City's design and standards for those uses, and if any multifamily use is made of District 2, the ground floor use of improvements in District 2 shall conform to the lists below and the upper floor(s) of such improvements shall be consistent with that referenced in 6.01 above.

The following uses are permitted uses:

- (a) General Retail Store
- (b) Retail
- (c) Urgent Care or Medical Office
- (d) Religious Institution
- (e) Office
- (f) Civic Use

- (g) Community Facilities
- (h) Restaurant

List of Prohibited Uses:

- (i) Industrial
- (j) Outdoor Storage
- (k) Pawnshop
- (l) Sexually Oriented Business
- (m) Jail
- (n) Halfway House
- (o) Automotive Repair or Sales
- (p) Substance Abuse Treatment Facility
- (q) Telecommunications/Cellular tower
- (r) Hotel or Hostel
- (s) Kiosks

6.03 District 3 — Open Space Tract. The permitted uses in the District 3 — Open Space Tract of this PD shall conform to an open space and parklike use and no residential, commercial or otherwise uses shall apply to this district.

PART 7. GENERAL DESIGN STANDARDS

7.01 City Building Permits. All development in 1215 Crossing PD will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.

7.02 District 1 — Multifamily Tract Standards.

(a) District Size — 15 Acres as described in Exhibit A plus part of District 2 if mixed use

(b) Density — Multiple-family units; maximum eighteen (18) units an acre

(c) Permitting — Multifamily Development is planned to be developed first along with Open Space uses and will be allowed to obtain all permits and approvals according to codes and requirements before non-Provisional District uses are developed

(d) Unit Floor Area - A Multifamily Development dwelling unit shall have a minimum square feet of floor area, excluding common corridors, basements, open and screened porches or decks, and garages as follows:

One bedroom units will be a minimum of 800 square feet; and

Two bedroom units will be a minimum of 950 square feet.

Three bedroom units will be a minimum of 1,100 square feet.

(e) Minimum Lot Coverage — There shall not be a minimum/maximum lot coverage as long as the Site Plan materially adheres to Exhibit B.

(f) Building Separation — There shall not be a minimum building separation as long as the Site Plan materially adheres to Exhibit B.

(g) Building Length - Buildings shall not exceed two hundred fifty feet (250') horizontally.

(h) Parking - Parking regulations as provided shall apply to Multifamily Development as follows:

- a. A minimum parking ratio of 1.7 spaces per unit; and
- b. No enclosed or covered spaces are required, but are permitted; and
- c. No screening of parking shall be required.
- d. Each standard off-street surface parking space shall be in accordance with the design standards for space size and design as set forth below.
 - i. Standard: Nine feet by eighteen feet (9' x 18'), exclusive of access drives and aisles.

(i) Site Amenities — The Multifamily Development may include the following site amenities as part of the site plan instead of one playground for each fifty dwelling units as described in Article XIII Provisional District Special Requirements:

- a. Swimming pool with fountains;
- b. Furnished fitness center including stationary bicycle, elliptical trainer, treadmill and other equipment;
- c. Business center;
- d. Fully appointed clubhouse with community room, activities room, free common area Wi-Fi, and coffee bar;
- e. Gazebo and pergolas with sitting areas, a minimum of 3 grills and a minimum of 6 picnic tables; and
- f. Playground for children.

(j) Maximum Height — the Multifamily Development shall not exceed 4 stories in height for multifamily residential building.

(k) Accessory Buildings — the accessory buildings, including any item attached to its roof, shall not exceed 30' at its tallest point.

(l) Sidewalks - The minimum width of any sidewalk parallel and adjacent to head-in parking spaces shall be five feet (5').

(m) Minimum Exterior Construction Standards — All exterior wall elevations of each primary structure shall be constructed of eighty percent (80%) masonry construction to include brick, stone, granite or marble, stucco; excluding doors and windows and balconies. Cement siding may consist of no more than twenty percent (20%) of all exterior wall elevations.

(n) HVAC Screening —

- a. All mechanical, heating, and air-conditioning units facing Bear Creek Road shall be hidden from view; and
- b. Mechanical equipment on the ground shall be screened with landscaping or hard screening with material approved for use in the planned development, preferably of consistent color, material and design as the main structure. Plant material may not screen 100% upon construction completion but will be acceptable if reasonably expected to mature and screen provided approved plants are used.

(p) Fencing & Screening —

Multifamily shall have wrought iron fence surrounding the property and have a security gate at each point of ingress/egress. No masonry wall shall be required adjacent to residential. Instead, Multifamily shall provide a combination green wall areas of suitable vegetation and wood cedar fence (steel post, 3 stringers, and 2x6 treated base for termite barrier) panels to mitigate site lines. Plant material will not be 6' tall or provide 100% screening upon construction completion, but will mature to provide screening.

(q) Refuse Facilities —

- a. Multifamily buildings shall be located within two hundred feet (200') to refuse facilities as defined in Exhibit B; and
- b. Multifamily development shall have a total of at least 6 refuse containers located generally around the site for easy access from each residential building. Any trash/recycling receptacles or any garbage, refuse and trash/recycling collection and storage areas visible from public right-of-way shall be screening by minimum six feet (6') tall solid, masonry wall on all three sides with an opaque metal gate on the fourth side that to be used for garbage pickup services and secure the trash storage area.

(r) Landscape Area Requirements —

- a. Landscape plan will be provided for review and approval by City staff. Native and drought tolerant plants will be utilized per approved Glenn Heights plant List and approved alternates, and will provide well thought out coverage; and
- b. An irrigation system must be provided with all landscape plans. Irrigation plans will be submitted after permitting. Irrigation plans shall comply with the design standards set forth by the Texas Commission on Environmental Quality, in 30 Tex. Admin. Code Ch. 344, landscape irrigation.

(s) Site Plan Approval — The Site Plan attached as Exhibit B shall be approved conceptually and as long as a final site plan does not materially differ from Exhibit B, it shall be approved as a part of this Planned Development.

Exhibit A

BEGINNING AT A ¼-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID VALK TRACT LYING IN THE NORTH RIGHT-OF-WAY LINE OF EAST BEAR CREEK ROAD (A CALLED 80-FOOT WIDE RIGHT-OF-WAY) AND FROM WHICH A ½-INCH IRON ROD FOUND BEARS N 20° E 1.2 FEET;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID VALK TRACT WITH THE SAID NORTH RIGHT-OF-WAY LINE OF EAST BEAR CREEK ROAD AS FOLLOWS:
NORTHWESTERLY, 76.47 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5759.40 FEET, A CENTRAL ANGLE OF 00° 45' 39" AND A CHORD BEARING N 88° 37' 44" W, 76.47 FEET TO A ½-INCH IRON ROD FOUND AT THE END OF SAID CURVE;
N 89° 37' 49" W, 853.35 FEET TO A ½-INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "SUR-TEX" IN A 1-INCH PIPE AT THE SOUTHWEST CORNER OF SAID VALK TRACT;

THENCE N 00° 00' 05" E, AT 30.18 FEET PASSING A ½-INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "SUR-TEX" AND CONTINUING IN ALL A TOTAL DISTANCE OF 1115.42 FEET ALONG THE WEST BOUNDARY LINE OF SAID VALK TRACT TO A POINT AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO DESOTO INDEPENDENT SCHOOL DISTRICT RECORDED IN CLERK'S FILE NO. 200600442869 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, LYING IN THE APPROXIMATE CENTERLINE OF BEAR CREEK AND LYING S 00° 00' 05" W, 238.05 FEET FROM A ½-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 9, BLOCK 8, MEADOW CREEK ESTATES, AN ADDITION TO THE CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CLERK'S FILE NO. 201000169592 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID DESOTO INDEPENDENT SCHOOL DISTRICT TRACT WITH THE SAID APPROXIMATE CENTERLINE OF BEAR CREEK AS FOLLOWS:

N 65° 19' 36" E, 147.84 FEET TO A POINT;

N 78° 41' 36" E, 90.30 FEET TO A POINT;

S 88° 18' 04" E, 120.00 FEET TO A POINT;

N 73° 07' 26" E, 64.30 FEET TO A POINT;

S 32° 09' 54" E, 133.50 FEET TO A POINT;

S 86° 32' 34" E, 117.50 FEET TO A POINT;

S 55° 55' 42" E, 104.49 FEET TO A POINT IN THE NORTHERLY BOUNDARY LINE OF AFORESAID VALK TRACT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO MAUREEN MURPHY RECORDED IN CLERK'S FILE NO. 201500236585 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID VALK TRACT AS FOLLOWS:

S 49° 08' 18" W, 200.00 FEET WITH THE NORTHWEST BOUNDARY LINE OF SAID MURPHY TRACT TO A 3/8- INCH IRON ROD FOUND AT THE MOST WESTERLY CORNER THEREOF;

S 40° 50' 42" E, 120.00 FEET WITH THE SOUTHWEST BOUNDARY LINE OF SAID MURPHY TRACT TO A 3/8- INCH IRON ROD FOUND AT THE MOST SOUTHERLY CORNER THEREOF BEING THE MOST WESTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO MAUREEN MURPHY RECORDED IN CLERK'S FILE NO. 201100336228 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS;

S 40° 38' 50" E, 492.14 FEET WITH THE SOUTHWEST BOUNDARY LINE OF SAID MURPHY TRACT TO A 3/8- INCH IRON ROD FOUND AT THE MOST SOUTHERLY CORNER THEREOF FROM WHICH A 5/8-INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "TRAVIS SURVEYING" BEARS S 41° 12' E, 4.0 FEET;

THENCE S 00° 20' 59" E, 443.67 FEET ALONG THE EAST BOUNDARY LINE OF SAID VALK TRACT TO THE PLACE OF BEGINNING, CONTAINING 20.710 ACRES OF LAND.

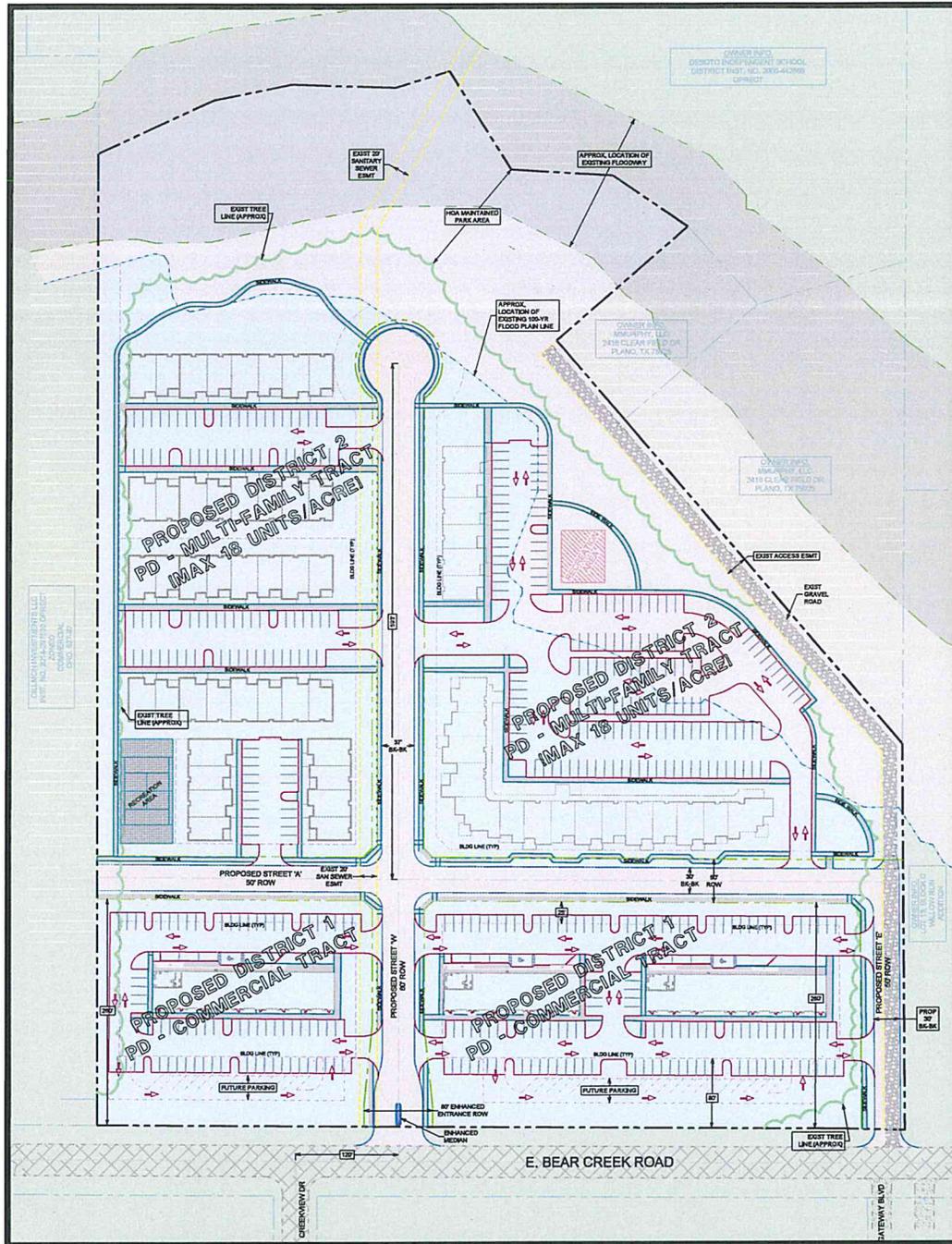
Exhibit "B"
1215 Crossing

Provisional District Comparisons

	Provisional District	1215 Crossing	Explanation
Density	Max 14 Units Per Acre	Max 18 Units Per Acre	18 units per acre is considered a suburban MF density
MF as Percentage of Development	Max 15%	72% or greater if District 2 includes multifamily	
Permitting	Certificate of occupancy for non MF must be issued before MF	MF allowed to be permitted first	
Unit Floor Area	One bedroom = 800 sq ft two bedroom = 950 sq ft three bedroom = 1,100 sq ft	Standard Met Standard Met Standard Met	
Minimum Lot Coverage	Min Lot width = 100' Min Lot depth = 120'	Standard Met Standard Met	
Minimum Lot Area	3,000 sq ft per dwelling unit = 14 units per acre	18 units per acre on up to 15 acres	
Maximum Lot Coverage	60%	Standard Met	
Size of Yards	Minimum front yard = 40' Minimum side yard = 75'	Standard Met Standard Met	
Parking	2 enclosed spaces = 1 bedroom 2 enclosed spaces & one covered space = 2 & 3 bedrooms	1.7 spaces per unit; no enclosed or covered spaces	The provisional district standard would result in the development being grossly overparked

Site Amenities	None Required	resort style swimming pool fitness center business center community room gazebo with BBQ grills Children's playground	1215 Crossing will be a fully appointed rental community with amenities that rival the nicest communities in DFW
Accessory Buildings	Max Height of 15'	Max Height of 30'	1215 Crossing will have a clubhouse that is approximately 4,000 square feet. An arbitrary height does not serve a purpose for this development
Unit Mix	One & two bedroom = minimum of 90% three bedroom = max of 10%	One bedroom = minimum 25% Two Bedroom = min. 50% Three Bedroom = max. 25%	
Exterior Construction	100% Masonry	80% Masonry 20% Cement Siding	See our attached elevations. 100% masonry can look institutional and we prefer to use materials of high quality and designed in a way that is beautiful
HVAC Screening	All screened and hidden from view	facing Bear Creek Road will be screened	It is incredibly difficult to completely hide HVAC equipment but our site plan creates the best use of open space and landscape areas
Fencing	Screening required but no fence is required	Wrought Iron Fence	1215 Crossing will be a fully gated community
Refuse Facilities	All units to be within 200' of a refuse facility	all buildings to be located within 200' of a refuse facility	Dumpsters will be located evenly throughout the development that will provide more than adequate refuse facilities

Landscape	90% of the street yard and 20% of the total lot area shall be devoted to a combination of landscaping and usable open space	Standard to be met or exceeded	
Building size	Buildings shall not exceed 200' in length	Maximum building length 250'	



- PROPOSED DISTRICT 1 NOTES:**
- PLANNED DEVELOPMENT COMMERCIAL W SECOND STORY RESIDENTIAL APARTMENTS
 - APPROXIMATE ACREAGE @ 5.5 ACRES (INCLUDING RIGHT-OF-WAY FOR STREETS 'E' & 'W'.
- PROPOSED DISTRICT 2 NOTES:**
- PLANNED DEVELOPMENT MULTI-FAMILY APARTMENTS AT 18 UNITS/ACRE MAXIMUM.
 - APPROXIMATE ACREAGE @ 15.2 ACRES (INCLUDING RIGHT-OF-WAY FOR STREETS 'W' & 'E', AND THE APPROXIMATE LOCATION OF THE FLOODPLAIN.
 - FINAL LOCATION OF FLOODPLAIN IS TO BE DETERMINED BY SEPARATE FLOOD STUDY (BY OTHERS).

**PROPOSED SITE PLAN FOR
1215 CROSSING ADDITION
20.7 ACRE PLANNED DEVELOPMENT**

SITE ADDRESS: 1215 E. BEAR CREEK ROAD
DALLAS COUNTY, GLENN HEIGHTS, TEXAS, 75154



Date: 09/18/2020
Revised: 11/04/2020

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DRAFT

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 Drawing File: S:\PROJECTS\2020\1215 Crossing Addition\1215 Crossing Addition.dwg - Bear Creek Rd - REV 02.dwg
 Plot Date: 11/04/2020 10:23:00 AM - 2:00pm