



**CITY OF COLLEYVILLE
PLANNING AND ZONING
COMMISSION AGENDA**

100 Main Street, Colleyville, Texas, 76034

MONDAY, JUNE 12, 2023

**PRE COMMISSION MEETING
6:15 P.M.
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

**LEGAL BRIEFING BY CITY ATTORNEY REGARDING PLANNING, ZONING,
PLATTING, AND LAND USE**

**REVIEW OF REGULAR AGENDA ITEMS AND DISCUSSION OF PREVIOUS
MEETING MINUTES**

**DISCUSSION OF ITEMS TO BE PLACED ON FUTURE AGENDAS AND UPDATES
ON DEVELOPMENT TRENDS, PROGRESS AND CITY COUNCIL ACTIONS ON
PAST AGENDA ITEMS**

**EXECUTIVE SESSION – In accordance with Texas Government Code Chapter
551, Subchapter D, Section 551.071 – Legal – Consultation with attorney
on legal issues raised by public hearing or action items on the agenda**

**7:00 P.M. - REGULAR MEETING
CALL TO ORDER AND ROLL
INVOCATION: Commissioner Syed
PLEDGE OF ALLEGIANCE**

1. APPROVAL OF MINUTES

- 1a** Planning and Zoning Commission Meeting Minutes - May 8, 2023
Planning and Zoning Commission Worksession Meeting Minutes - May
22, 2023

2. PUBLIC HEARING AGENDA ITEMS

- 2a** TABLED FROM MAY 8TH PLANNING AND ZONING COMMISSION
MEETING. Consideration of a Zoning Change from PUD-C Planned Unit

Development - Commercial to PUD-C Planned Unit Development - Commercial district, specifically for new commercial offices, for Lot 1, Block 1, San Bar Square Addition, located at 105 Cheek-Sparger Road, Case ZC23-006. THE APPLICANT IS REQUESTING TO TABLE TO THE JULY 10, 2023 MEETING.

- 2b** Consideration of a Special Use Permit for a reduction in parking for the property being Lot 1, Block 1, of the Corley subdivision, located at 5409 Colleyville Boulevard ZC23-012

3. CITIZENS COMMENTS

4. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Thursday, June 8, 2023* by 5:00 p.m.

Jacquelyn Reyff
Planning Manager

A quorum of any Colleyville board, commission, or committee may be present at this meeting. Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion.

If you plan to attend this public meeting and have a disability that requires special accommodations, please advise the City Secretary at least 48 hours in advance at 817.503.1130, and reasonable accommodations will be made to assist you.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION BRIEFING

Agenda Number 1a	Agenda Date 6/12/2023	Number
Type Approval of Minutes		
Department Community Development		

Title

Planning and Zoning Commission Meeting Minutes - May 8, 2023

Planning and Zoning Commission Worksession Meeting Minutes - May 22, 2023

Explanation

Approval of minutes from the May 8, 2023 Planning and Zoning Commission Meeting and the May 22, 2023 Planning and Zoning Commission Worksession.

Recommendation

Approve

Attachments

1. May 8, 2023
2. May 22, 2023



City of Colleyville Planning and Zoning Commission Minutes

City Hall
100 Main Street
Colleyville, Texas 76034
817. 503.1000
www.colleyville.com

Monday, May 8, 2023

Executive Conference Room

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on May 8, 2023, at 6:15 p.m.

Roll Call

Present: David Groves, Mark Alphonso, Jim Linn, and Claudia Bevill

Absent: Sayeda Syed and Tim Raine

Staff Present: Ben Bryner and Jacquelyn Reyff

Also Present: Attorney, Nicole Corr

There was general discussion amongst Staff and the Commission regarding items to be presented this evening at the regular meeting.

Chair Bevill adjourned the Planning and Zoning Commission Meeting at 6:34 p.m.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on May 8, 2023, at 7:00 p.m.

Roll Call

Present: David Groves, Mark Alphonso, Sayeda Syed, Tim Raine, Jim Linn, and Claudia Bevill

Absent:

Staff Present: Ben Bryner and Jacquelyn Reyff

Also Present: Attorney, Nicole Corr

1. APPROVAL OF MINUTES

- 1a** Planning and Zoning Commission Meeting Minutes – April 10, 2023
Planning and Zoning Commission Worksession Minutes – April 24, 2023

Commissioner Alphonso made a motion to approve the April 10, 2023 Planning and Zoning Commission Meeting Minutes and the April 24, 2023 Planning and Zoning Commission Worksession Minutes. Commissioner Raine seconded the motion.

The motion was carried by the following vote:

**Aye: 6 – Groves, Alphonso, Syed, Raine, Linn, and Bevill
Nay: 0**

2. PUBLIC HEARING AGENDA ITEMS

- 2a** TABLED FROM APRIL 10th PLANNING AND ZONING COMMISSION MEETING. Consideration of a Zoning Change from PUD-C Planned Unit Development - Commercial to PUD-C Planned Unit Development - Commercial district, specifically for new commercial offices, for Lot 1, Block 1, San Bar Square Addition, located at 105 Cheek-Sparger Road, Case ZC23-006

Commissioner Linn made a motion to remove Case ZC23-006 from the table. Commissioner Groves seconded the motion.

The motion was carried by the following vote:

**Aye: 6 – Groves, Alphonso, Syed, Raine, Linn, and Bevill
Nay: 0**

The applicant wrote a notice to the Commission requesting to table the item to the next Planning and Zoning Commission Meeting on June 12, 2023.

Commissioner Groves made a motion to table Case ZC23-006. Commissioner Linn seconded the motion.

The motion was carried by the following vote.

**Aye: 6 - Groves, Alphonso, Syed, Raine, Linn, and Richardson.
Nay: 0**

- 2b** TABLED FROM APRIL 10th PLANNING AND ZONING COMMISSION MEETING. Consideration of a Special Use Permit for a commercial accessory building on Lots 10 and 11, Block 1, Thompson Terraces Subdivision, located at 5100 Thompson Terrace, Case ZC23-008

Commissioner Syed made a motion to remove Case ZC23-008 from the table.

Commissioner Linn seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Alphonso, Syed, Raine, Linn, and Bevill

Nay: 0

Jacquelyn Reyff presented the case and briefed the Commission.

The applicant, Kenneth Tramm, 5100 Thompson Terrace, Colleyville, Texas came forward and discussed the changes made to the design of the property. The applicant answered questions regarding the safety precautions of the building related to its windows and the building.

The public hearing was opened at 7:12 p.m.

With no one wishing to speak, the public hearing was closed at 7:12 p.m.

Commissioner Alphonso made a motion to approve Case ZC23-008. Commissioner Raine seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Alphonso, Syed, Raine, Linn, and Bevill

Nay: 0

- 2c** Consideration of a Special Use Permit to allow for an Auto Repair Shop, for Lot 1B1, Block 3, Village Park Addition, located at 700 Glade Road, Case ZC23-011

Jacquelyn Reyff presented the item and briefed the Commission.

The applicant, Daniel Nouns, came forward and spoke to the Commission.

The public hearing was open at 7:16 p.m.

With no one wishing to speak, the public hearing was closed at 7:16 p.m.

Staff answered questions from Commissioner Syed regarding the requirement of a Special Use Permit for change of ownership of a building.

Commissioner Groves made a comment to the applicant requesting the applicant to continue maintenance of the landscaping on the property.

Commissioner Linn made a motion to approve Case ZC23-011. Commissioner Syed seconded the motion.

The motion was carried by the following vote:

**Aye: 6 – Groves, Alphonso, Syed, Raine, Linn, and Bevill
Nay: 0**

3. CITIZEN COMMENTS

4. ADJOURNMENT

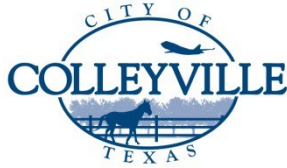
The meeting adjourned at 7:26 p.m.

The minutes were written and prepared by:



Jacquelyn Reyff
Planning Manager

The meeting minutes were approved on _____, ____ by a vote of ____.



City of Colleyville Planning and Zoning Commission Minutes

City Hall
100 Main Street
Colleyville, Texas 76034
817. 503.1000
www.colleyville.com

Monday, May 22, 2023

Executive Conference Room

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on May 22, 2023, at 6:15 p.m.

Roll Call

Present: David Groves, Mark Alphonso, Sayeda Syed, and Jim Linn

Absent: Tim Raine, Claudia Bevill

Staff Present: Ben Bryner, Jacquelyn Reyff, Kristopher Potts

Also Present: Fire Marshal, Robert McKeown

2. WORKSESSION AGENDA ITEMS

- 2a** Consideration of a Special Use Permit for a reduction in parking for the property being Lot 1, Block 1, of the Corley subdivision, located at 5409 Colleyville Boulevard

Jacquelyn Reyff presented the item and briefed the Commission. Staff addressed questions from the Commission regarding the content of the restaurant and SUP.

3. ADJOURMENT

The meeting adjourned at 6:21 p.m.

The minutes were written and prepared by: Kristopher Potts

The meeting minutes were approved on _____, _____ by a vote of _____.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION BRIEFING

Agenda Number 2a

Agenda Date 6/12/2023

Number

Type Public Hearing Agenda Items

Department Community Development

Title

TABLED FROM MAY 8TH PLANNING AND ZONING COMMISSION MEETING. Consideration of a Zoning Change from PUD-C Planned Unit Development - Commercial to PUD-C Planned Unit Development - Commercial district, specifically for new commercial offices, for Lot 1, Block 1, San Bar Square Addition, located at 105 Cheek-Sparger Road, Case ZC23-006. THE APPLICANT IS REQUESTING TO TABLE TO THE JULY 10, 2023 MEETING.

Explanation

TABLED FROM MAY 8th, 2023 PLANNING AND ZONING COMMISSION MEETING. THE APPLICANT IS REQUESTING TO TABLE TO THE JULY 10, 2023 MEETING.

Robert Johnson, the applicant, has submitted a request to rezone from PUD-C Planned Unit Development – Commercial district to PUD-C Planned Unit Development – Commercial district for the property known as Lot 1, Block 1, San Bar Addition, being approximately 1.94 acres, and addressed as 105 Cheek-Sparger Road. The purpose is to allow for new commercial offices with a compounding pharmacy and medical and general office uses.

Existing Conditions/Background: The subject property is currently platted as 1.94 acres known as Lot 1, Block 1, San Bar Square Addition. The applicant proposes to construct three (3) buildings.

Purpose: The purpose of a Planned Unit Development (PUD) is to provide for greater flexibility and discretion in the approval of residential, non-residential and mixed-use developments by encouraging creative, efficient and aesthetically desirable residential and commercial projects that are superior to what could be accomplished in other zoning districts. This may be through the use of increased open spaces and greenbelts or by providing enhanced amenities or features within the development that will be of special benefit to the property owners or to the community.

Proposed PUD-C Ordinance: *Request* – The applicant requests to change zoning to the PUD-C district to allow for three medical and general office buildings (Building one: 6,100 s.f, compounding pharmacy; Building two: 4,250 s.f. medical and general office; Building three: 4,350 s.f. medical and general office). The base zoning shall be CPO Professional Office.

Analysis: The subject property complies with most of the minimum physical requirements described for the requested PUD-C designation. This request fits into a

recent trend of commercial development along and adjacent to the Colleyville Boulevard Corridor. Approval of this PUD would mean an approval of three, one-story office buildings for this property.

The following regulations from the proposed PUD-C ordinance are proposed and would differ from the requirements of the Land Development Code:

- Pharmacy use as a permitted use in Building One.
- No drive-thru businesses permitted.

Plat Status: The property is platted as Lot 1, Block 1, San Bar Square Addition.

DRC Review: The Development Review Committee reviewed the request at their March 20, 2023 meeting and the following comments were provided to the applicant:

1. Comments provided from City Manager's Office: better define the land uses and if the development is expected to be phased please explain; the façade materials appear to be siding, brick and stucco. Could stone also be incorporated? Please provide a color rendering or provide the color of the materials on the façade drawing.
2. Provide the following information on the Site Plan: provided and required parking spaces; location, size and arrangement of lighting; and current land uses and zoning district of the adjacent properties.
3. Dimension the elevation drawings for the length and the height of the building articulation.
4. Provide a Landscape Plan.
5. Provide a Drainage Plan.
6. Provide an Urban Forestry Plan.
7. Provide a sidewalk on Cheek-Sparger Road.

Urban Forestry/Tree Preservation: The development must comply with Chapter 5 (Urban Forestry) of the Land Development Code. Where any tree is slated for removal, no site grading, dirt disturbance or new construction may occur on the property until a Tree Removal Permit has been issued that is associated with an approved Tree Preservation Plan.

In addition to the requirements for submittal of a Tree Removal Permit and Tree Preservation Plan, future development on the site must maintain the minimum existing protected tree canopy coverage as required in Chapter 5.

Surrounding Development: Properties immediately to the north and east have R-20 Single Family Residential zoning and have developed with residential uses. Property to the south has R-15 Single Family Residential zoning and has developed with Single Family Residential uses. Property to the west has PUD-C Planned Unit Development - Commercial zoning and is improved with commercial uses.

Comprehensive Plan: The City's Comprehensive Plan, Destination Colleyville,

designates the subject property and the property along Colleyville Boulevard as part of the Colleyville Boulevard Corridor for future commercial use. The proposed rezoning request complies with the commercial land use designation stated in the comprehensive plan.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff is neutral on the request.

Recommendation

None

Attachments

1. Request to Table - 2nd Request
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Site Plan
6. Building 1 Elevations
7. Building 1 Floor Plan
8. Building 2 & 3 Elevations
9. Existing Drainage Plan
10. Landscape Plan
11. Proposed Drainage
12. Urban Forestry Plan
13. Tree Survey
14. Notification Letter
15. Notification List
16. Notification Map
17. Opposition Letters Received
18. Opposition Map
19. Opposition Report
20. Draft Ordinance

Ben Bryner

Subject: RE: Zoning Application for 105 Cheek-Sparger

From: Sandy Dean <sandy@rjdtx.com>

Sent: Monday, June 5, 2023 2:49 PM

To: Jackie Reyff <JReyff@colleyville.com>;

Cc: Robert Johnson <robert@rjdtx.com>; Jason Yott <jason@rjdtx.com>; Ben Bryner <BBryner@colleyville.com>

Subject: RE: Zoning Application for 105 Cheek-Sparger

Please table this case for June 12th and add to the July P&Z Commission meeting.

Thank you,

Sandy Dean

Office Manager/Accounts Manager

(817) 251-4646

RJ Developments

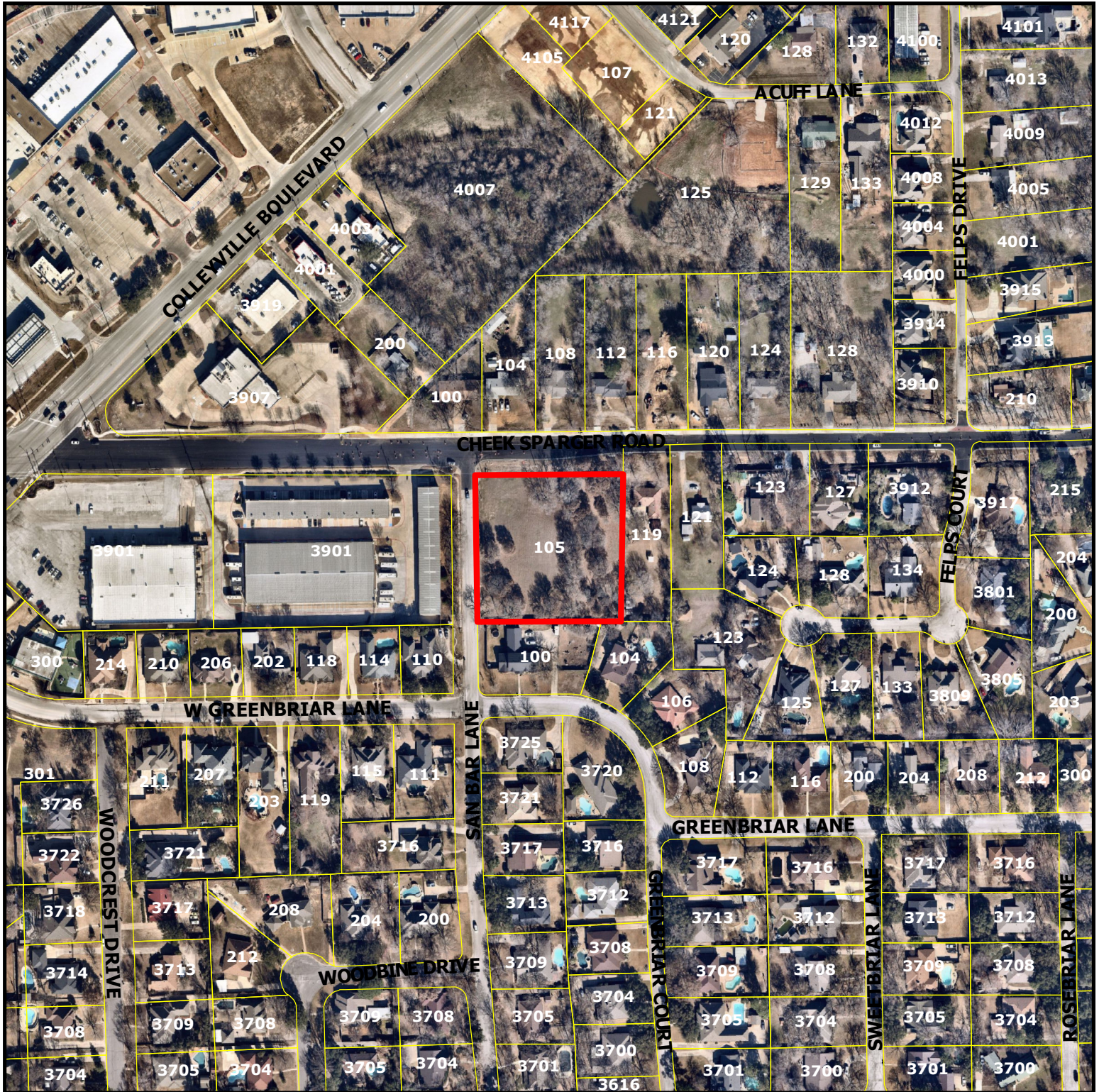
Robert Johnson Designs

Rosco Construction

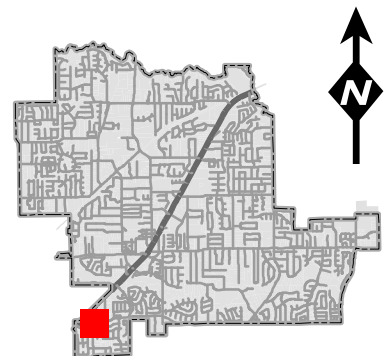
845 Enterprise Place, Ste B

Southlake, Texas 76092

Aerial Map



ZC23-006
105 Cheek-Sparger Road



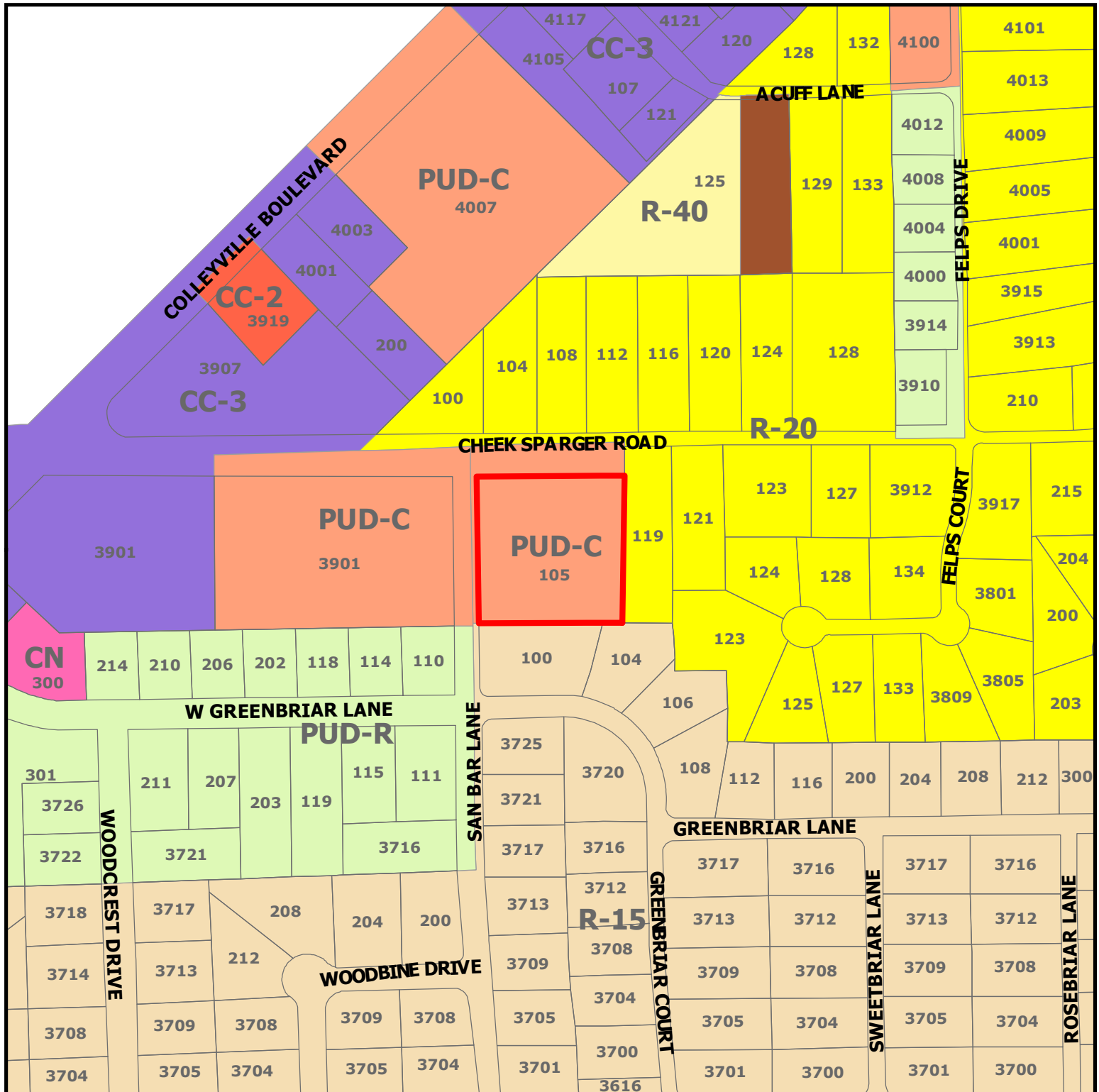
DISCLAIMER:

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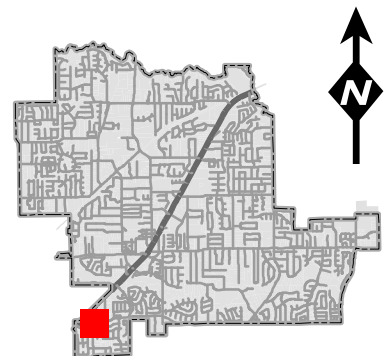


Subject Property

Zoning Map



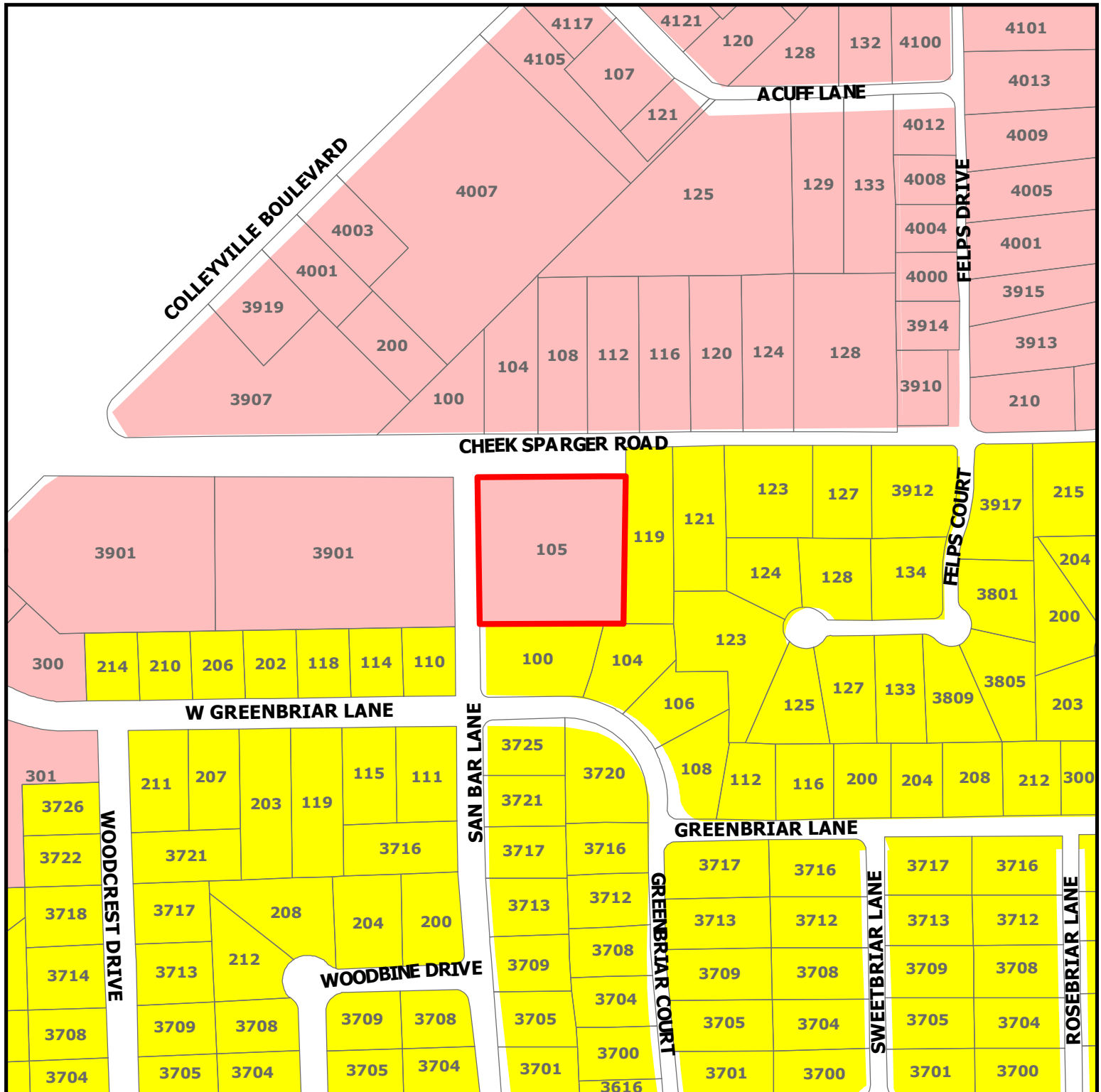
ZC23-006
105 Cheek-Sparger Road



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 Subject Property

Future Land Use Map



ZC23-006
105 Cheek-Sparger Road

DISCLAIMER:

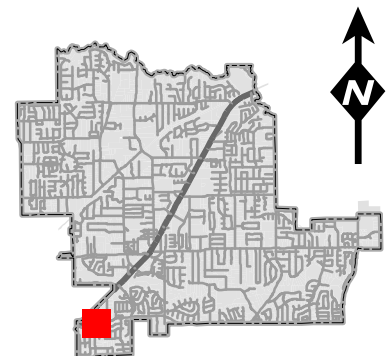
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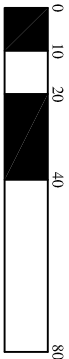
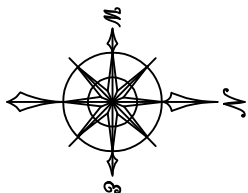
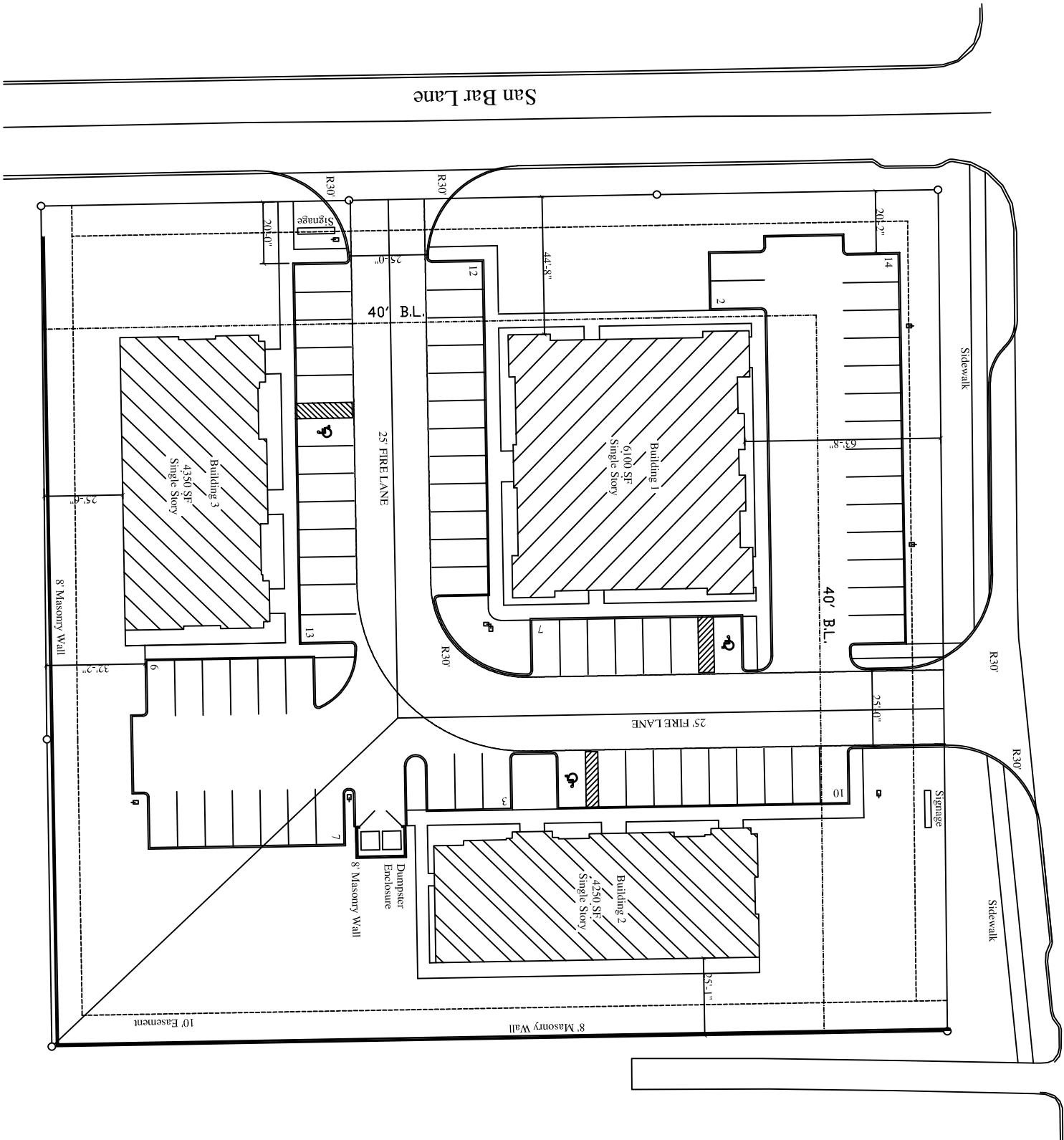
Subject Property

Residential

Colleyville Blvd Corridor



Cheek Sparger Road



25'-30' LED POLE LIGHT (EXACT HEIGHT AND LOCATIONS TO BE DETERMINED BY PHOTOMETRIC)

* ADDITIONAL WALL PACK LIGHTING TO BE DETERMINED BY PHOTOMETRIC.

105 CHEEK SPARGER - LOT COVERAGE %						
TOTAL LOT FOOTAGE	BUILDING SF	PARKING SF	PAVING %	GREEN SPACE	GREEN SPACE %	
79492 SF	14700	1815	32265	40.6 %	32529	40.9 %

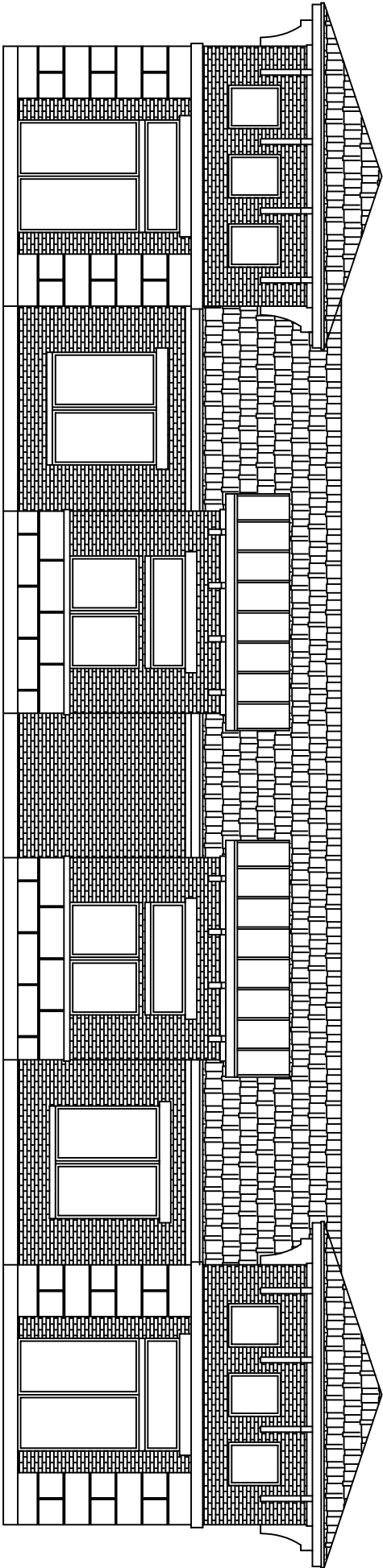
PARKING SUMMARY				REQUIRED	PROVIDED
REQUIRED	1 PER 200 SQ. FT.			74	74
ACCESSIBLE	1 PER 25 PARKING SPACES			5	5



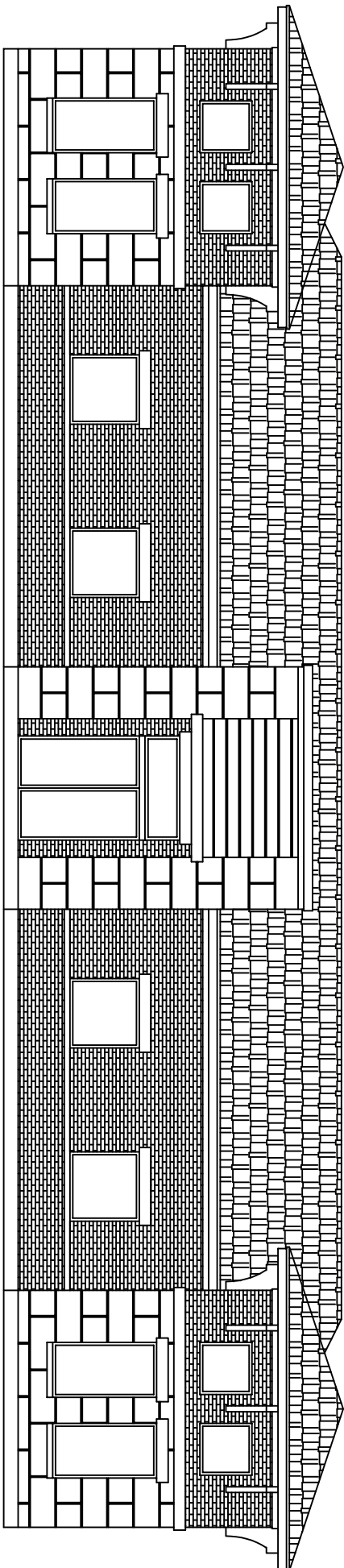
Robert Johnson Designs
845 ENTERPRISE PLACE - SUITE B
SOUTHLAKE, TEXAS 76092
(817) 251-4646

105 Cheek-Sparger Rd.

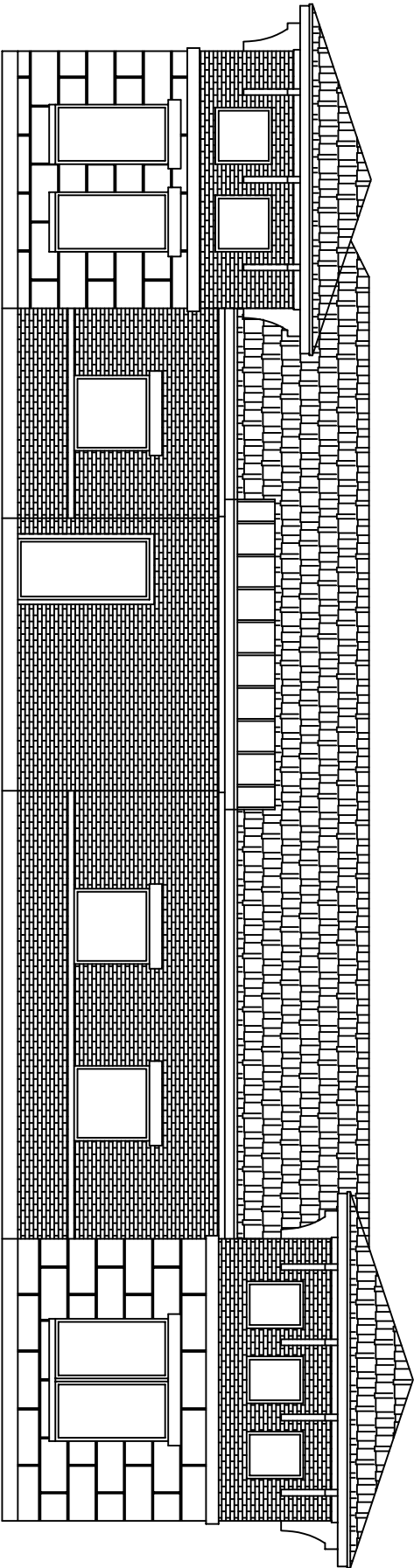
SCALE:	AS SHOWN	PLAN #:	PAGE:
DATE:	25 April 23	Office Park	Site Plan



North Elevation



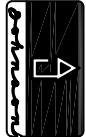
South Elevation



Side Elevations

105 CHEEK SPARGER - BUILDING ONE						
ELEVATION	CLADDING	MASONRY	MASONRY FT ²	TOTAL	% MASONRY	% MASONRY FT ²
NORTH	229	999	0	999	100.0 %	0.0 %
SOUTH	266	990	44	1094	96.6 %	5.4 %
EAST	191	879	0	879	100.0 %	0.0 %
WEST	191	879	0	879	100.0 %	0.0 %
GRAND TOTAL	977	3675	44	3719	99.1 %	0.9 %

NOTE : THE SQUARE FOOTAGE CALCULATIONS WERE PER APPROXIMATE

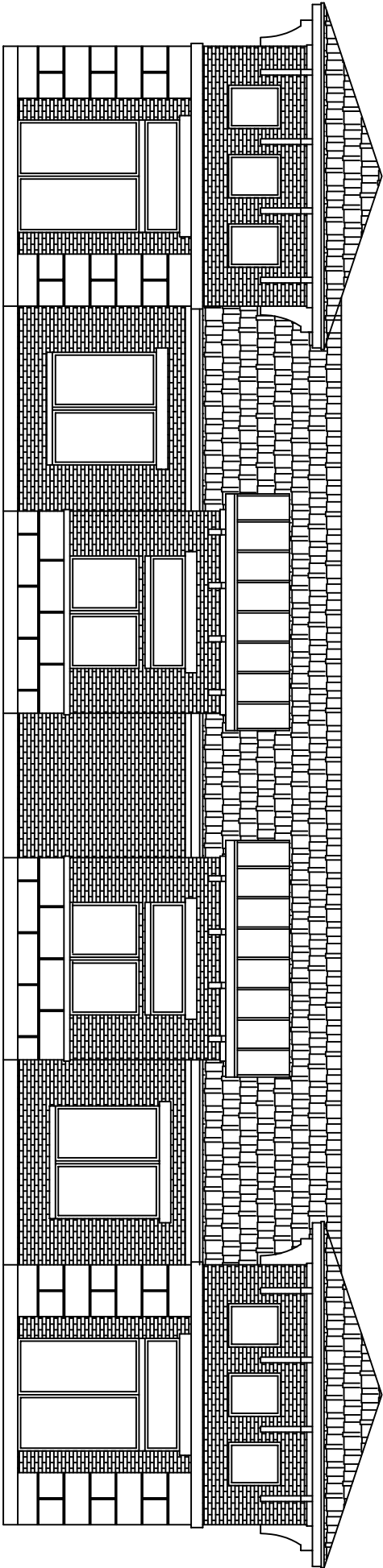


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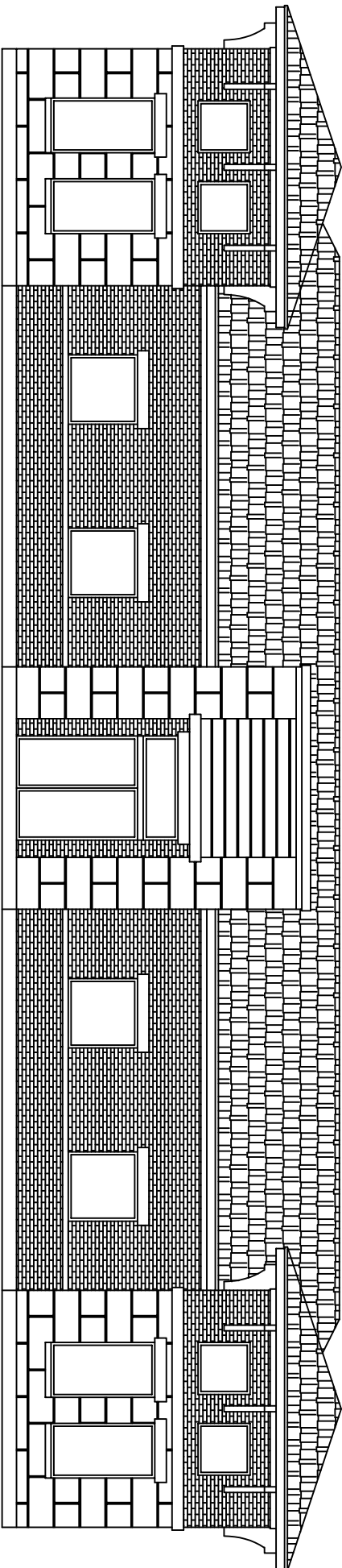
105 Cheek-Sparger Rd.

SCALE:		PLAN #:		PAGE:	
NTS		Office Park		Building 1	
DATE:	25 April 23			Elevations	

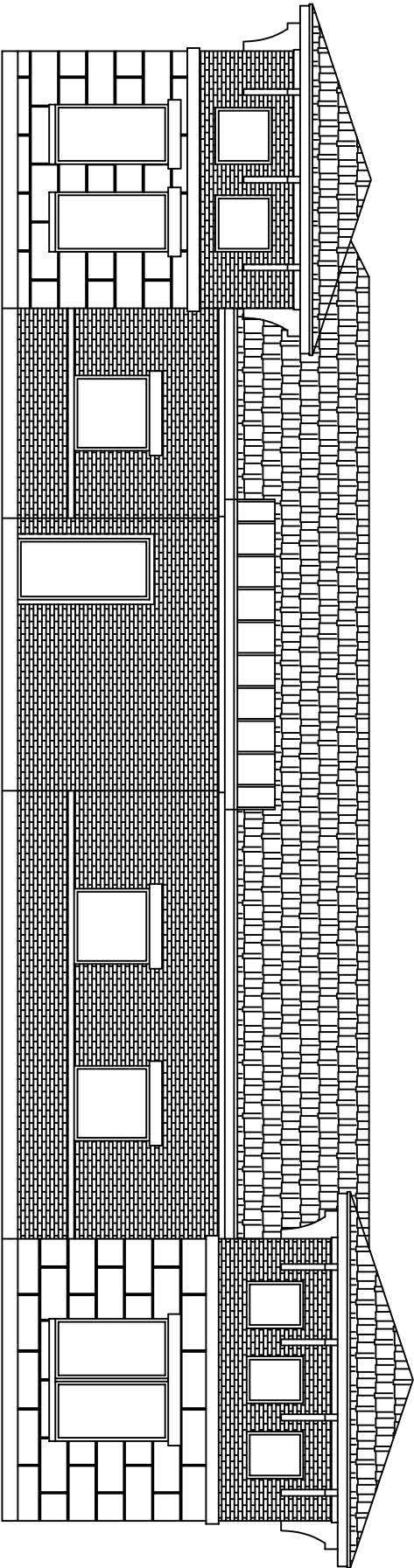
* EXTERIOR FACADE TO BE OVER 90 % MASONRY



North Elevation



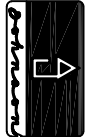
South Elevation



Side Elevations

105 CHEEK SPARGER - BUILDING ONE							
ELEVATION	GLAZING	MASONRY	WOOD	IRON	% GLAZING	% MASONRY	% WOOD
NORTH	322	992	0	1252	25.6 %	74.4 %	0.0 %
SOUTH	266	990	44	1500	20.5 %	76.1 %	3.4 %
EAST	14	875	0	1064	15.0 %	85.0 %	0.0 %
WEST	14	875	0	1064	15.0 %	85.0 %	0.0 %
GRAND TOTAL	971	3675	44	4680	20.7 %	78.4 %	0.9 %

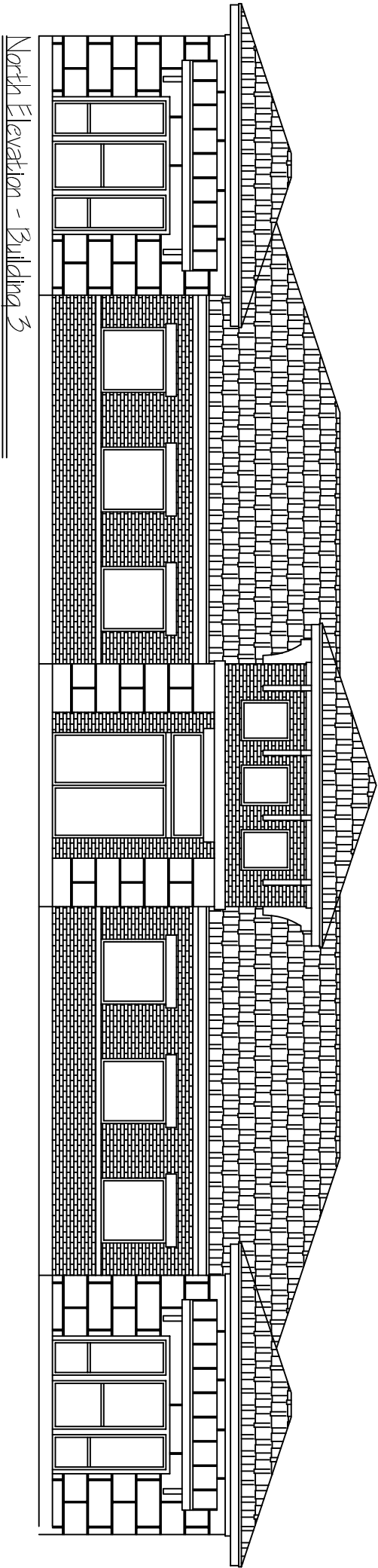
NOTE : THE SQUARE FOOTAGE CALCULATIONS ABOVE ARE APPROXIMATE



Robert Johnson Designs
845 ENTERPRISE PLACE - SUITE B
SOUTHLAKE, TEXAS 76092
(817) 251-4646

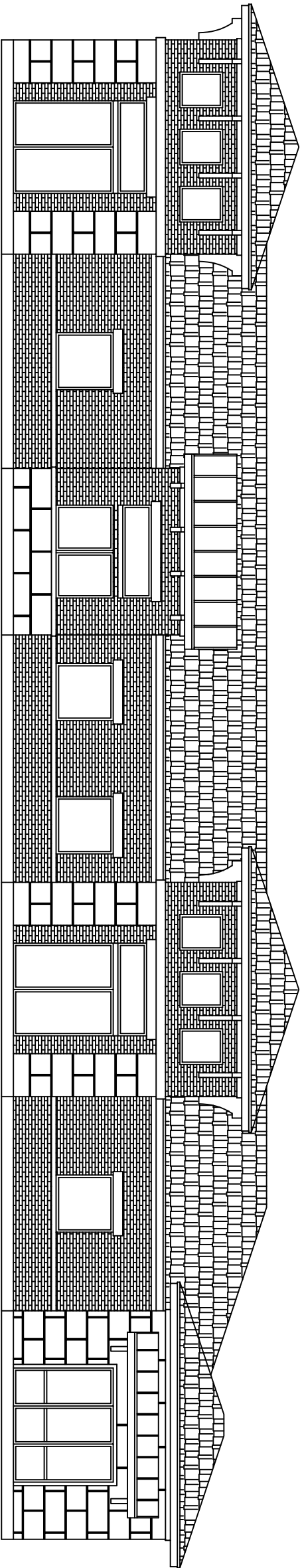
105 Cheek-Sparger Rd.

SCALE:	NTS	PLAN #:	PAGE:
DATE:	25 April 23	Office Park	Building 1 Elevations

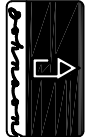


North Elevation - Building 3

* EXTERIOR FACADE TO BE OVER 90 % MASONRY



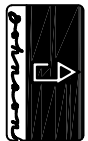
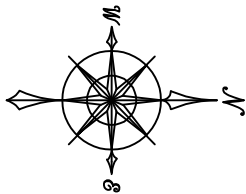
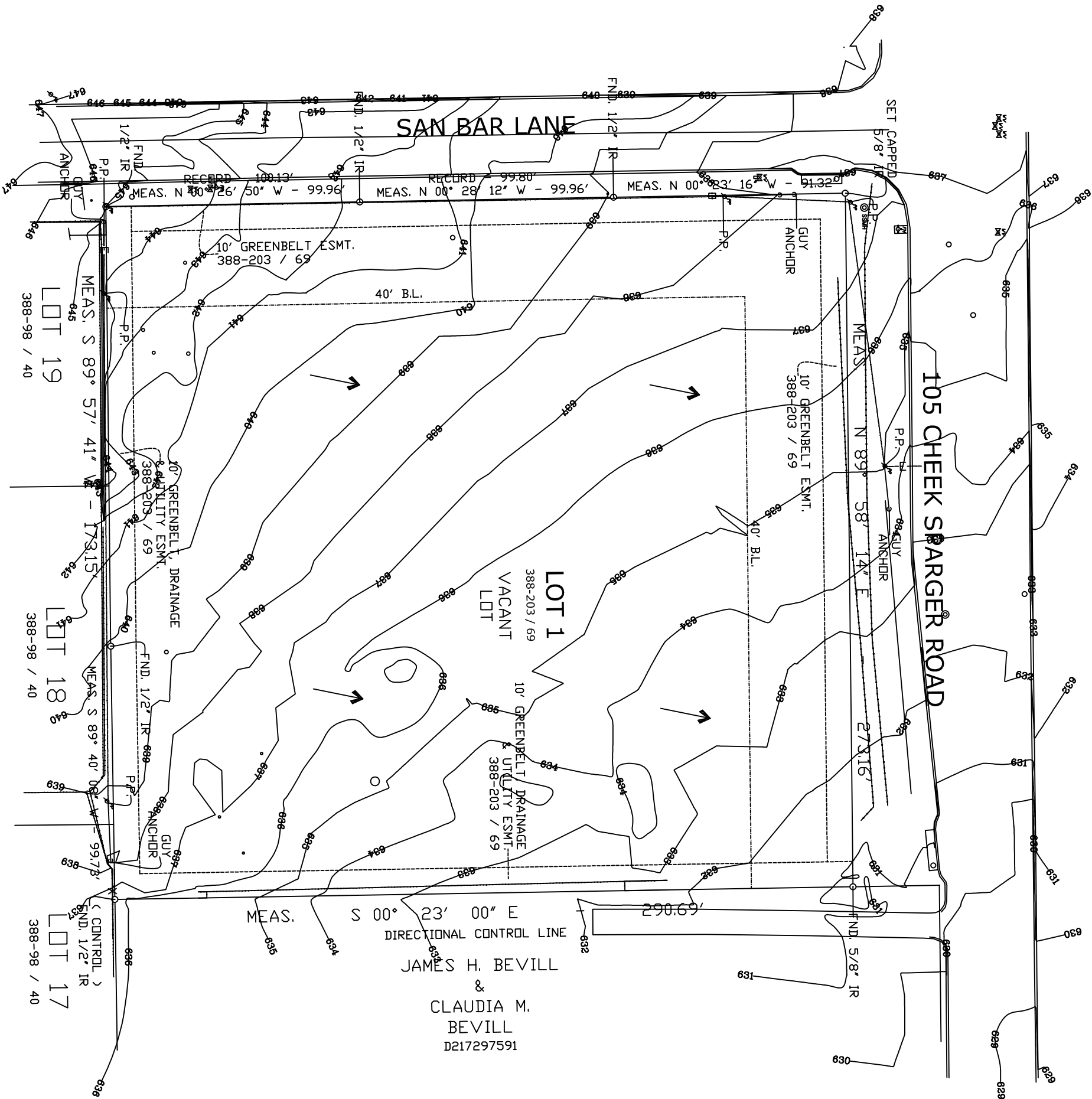
West Elevation - Building 2



Robert Johnson Designs
845 ENTERPRISE PLACE - SUITE B
SOUTHLAKE, TEXAS 76092
(817) 251-4646

105 Cheek-Sparger Rd.

SCALE:	NTS	PLAN #:	Office Park	PAGE:	Building 2&3 Front Elevations
DATE:	25 April 23				

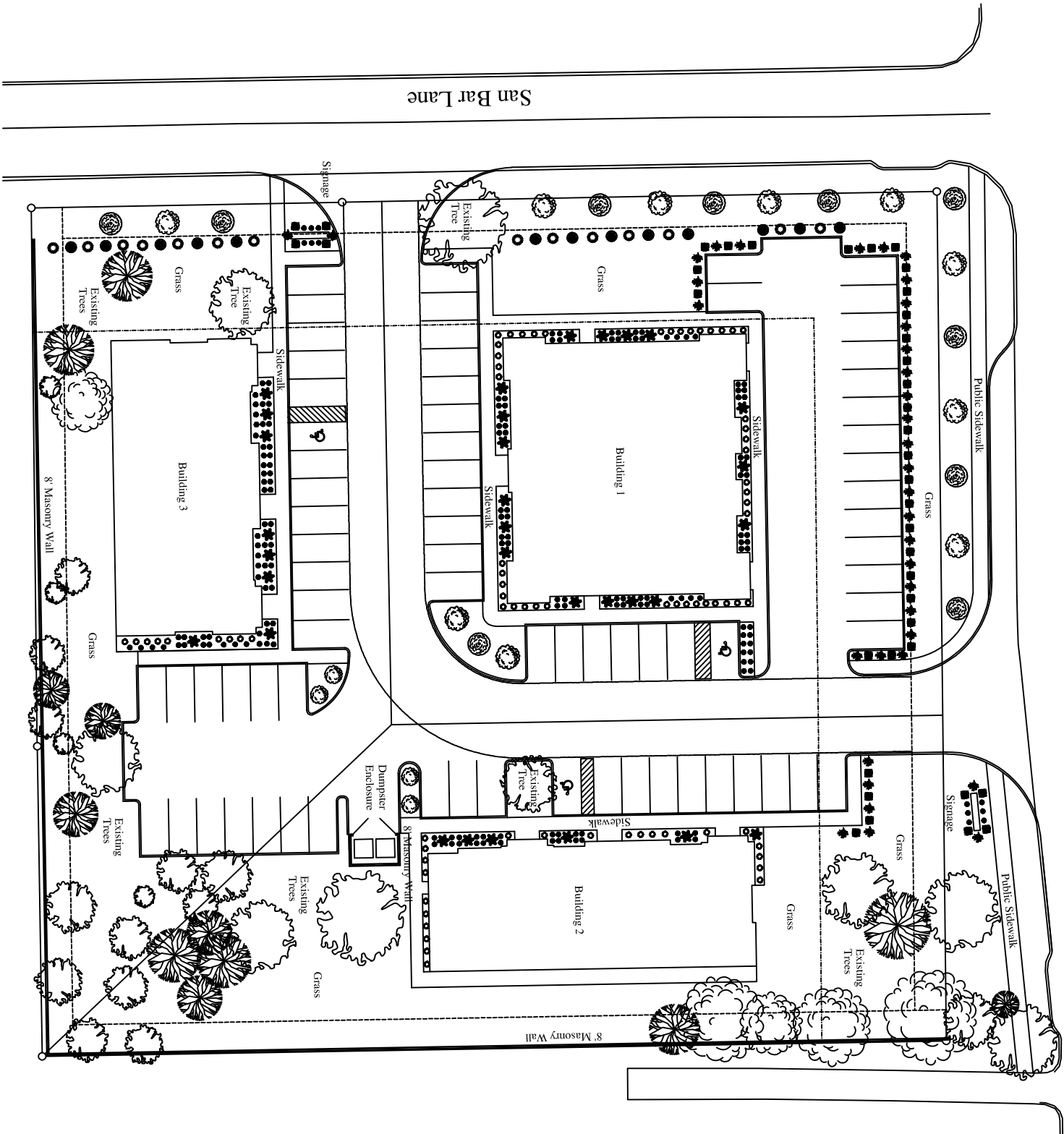
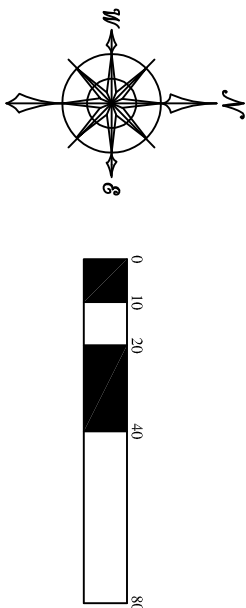


Robert Johnson Designs
845 ENTERPRISE PLACE - SUITE B
SOUTHLAKE, TEXAS 76092
(817) 251-4646

105 Cheek-Sparger Rd.

SCALE:	AS SHOWN	PLAN #:	Office Park	PAGE:	Existing Lot Drainage
DATE:	25 April 23				

Cheek Sparger Road



- Bald Cypress - Taxodium distichum
- Red Oak - Quercus shumardii
- Crape Myrtle - Lagerstroemia indica
- Nandina - Nandina domestica
- Purple Sage - Leucophyllum frutescens
- Juniper - Juniperus chinensis

PLANT LIST		
QUANTITY	MATERIAL	SIZE
4	BALD CYPRESS	3"
29	RED OAK	3"
64	CRAPE MYRTLE	10 GAL.
160	NANDINA	5 GAL.
160	PURPLE SAGE	5 GAL.
160	JUNIPER	5 GAL.

BERMUDA HYDROMULCH ON ALL LANDSCAPED AREAS
FULLY AUTOMATIC IRRIGATION SYSTEM ON ALL LANDSCAPED AREAS

MANDATORY REQUIREMENTS

- SITE TREES
(1) 3" CALIPER TREE PER EACH 40 FT OF STREET FRONTAGE
495 FT OF STREET FRONTAGE: 495 LF / 40 = 13 TREES
17 TREES PROVIDED ON STREET FRONTAGE
- SITE SHRUBS
(1) 18" IN HEIGHT OR 5 GAL. PLANT FOR EACH 5 LF OF PUBLIC RIGHT OF WAY
ADJACENT TO THE PROPERTY
495 FT OF STREET FRONTAGE: 495 LF / 5 = 99 SHRUBS
101 TREES PROVIDED ON STREET FRONTAGE

20 % OF THE TOTAL LAND AREA SHALL BE LANDSCAPED
AT LEAST 50 % OF THE TOTAL LANDSCAPED AREA SHALL BE LOCATED IN
THE STREET YARDS

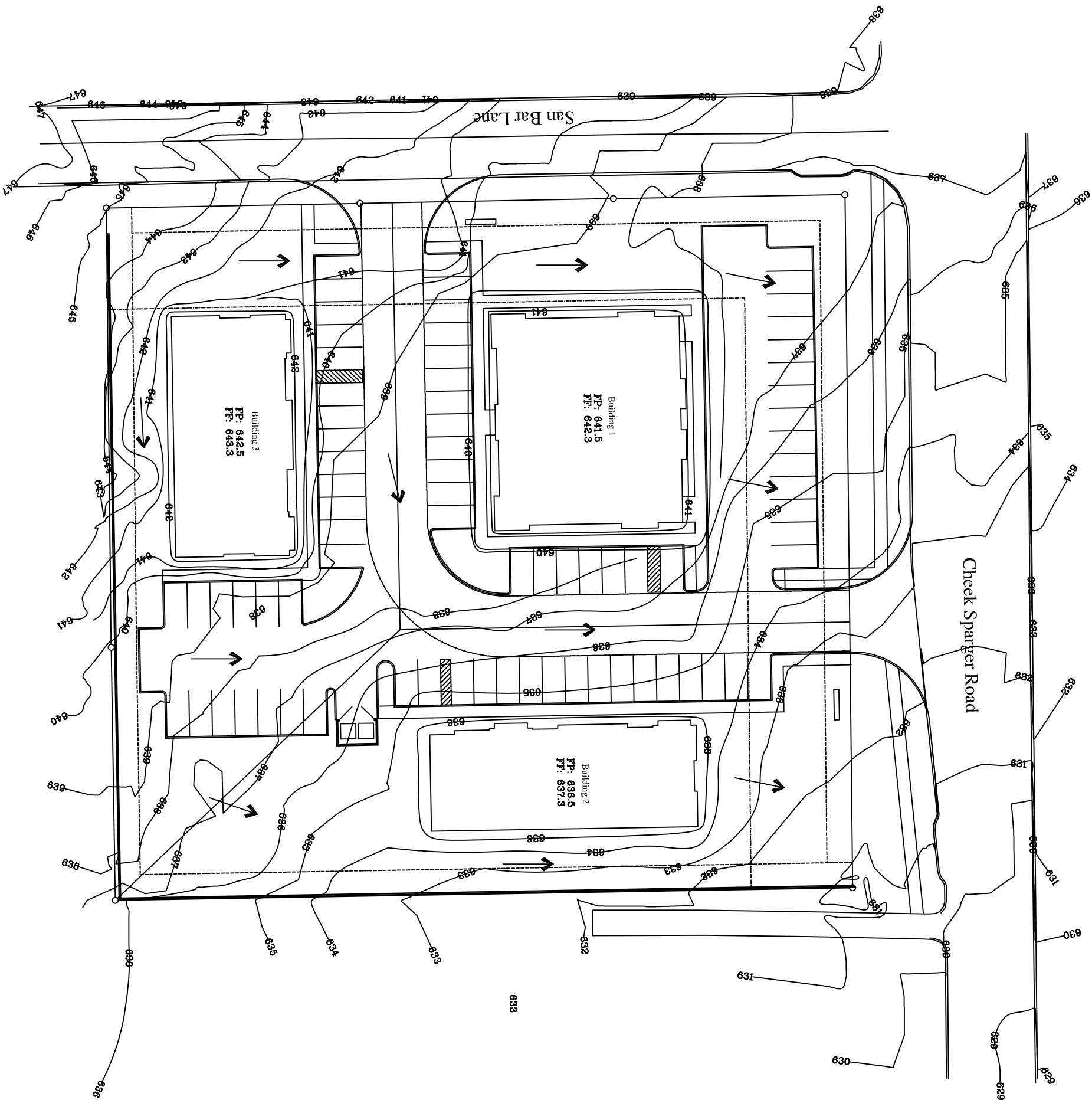
105 CHEEK SPARGER - LOT COVERAGE %					
TOTAL LOT FOOTAGE	BUILDING SF	PAVING SF	PAVING %	GREEN SPACE	GREEN SPACE %
79492 SF	14100	92265	40.6 %	9229	40.9 %



Robert Johnson Designs
845 ENTERPRISE PLACE - SUITE B
SOUTHLAKE, TEXAS 76092
(817) 251-4646

105 Cheek-Sparger Rd.

SCALE:		PLAN #:		PAGE:	
AS SHOWN		Office Park		Landscape Plan	
DATE:		25 April 23			



Robert Johnson Designs
 845 ENTERPRISE PLACE - SUITE B
 SOUTHLAKE, TEXAS 76092
 (817) 251-4646

105 Cheek-Sparger Rd.

SCALE:	AS SHOWN	PLAN #:	PAGE:
DATE:	25 April 23	Office Park	Proposed Drainage



505 13" Blackjack Oak		567 10" Post Oak	Removed
506 11" Blackjack Oak		568 12" Blackjack Oak	Removed
507 10" Blackjack Oak		569 10" Blackjack Oak	Removed
508 10" Blackjack Oak		570 7" Blackjack Oak	Removed
509 9" Blackjack Oak		571 16" Blackjack Oak*	Removed
510 14" Blackjack Oak		572 8" Blackjack Oak	Removed
511 10" Blackjack Oak		573 8" Blackjack Oak	Removed
513 18" Post Oak*	Removed	574 14" Post Oak	Removed
515 6" Blackjack Oak		575 24" Elm	
516 8" Blackjack Oak		576 15" Elm	
517 9" Post Oak	Removed	577 20" Elm	
518 7" Blackjack Oak		578 18" Elm	
519 8" Blackjack Oak		579 10" Blackjack Oak	
520 10" Blackjack Oak	Removed	580 6" Post Oak	
521 12" Blackjack Oak	Removed	581 8" Post Oak	
522 11" Blackjack Oak	Removed	582 7" Post Oak	
523 7" Blackjack Oak		583 14" Blackjack Oak	
524 7" Blackjack Oak		584 12" Blackjack Oak	
525 9" Blackjack Oak		585 14" Blackjack Oak	
526 12" Blackjack Oak		586 12" Post Oak	Removed
527 9" Blackjack Oak		587 11" Blackjack Oak	
528 11" Blackjack Oak		588 11" Blackjack Oak	
529 16" Burr Oak		589 15" Blackjack Oak*	
530 17" Post Oak	Removed	590 11" Blackjack Oak	
531 15" Post Oak		591 14" Blackjack Oak	
532 26" Post Oak*		592 15" Blackjack Oak*	
533 15" Post Oak*		593 16" Post Oak*	Removed
534 14" Blackjack Oak		594 13" Pecan	Removed
535 14" Blackjack Oak		595 10" Pecan	Removed
536 14" Blackjack Oak		596 8" Pecan	Removed
537 12" Blackjack Oak		597 13" Pecan	Removed
538 22" Blackjack Oak*		598 11" Pecan	Removed
539 13" Blackjack Oak		599 12" Pecan	Removed
541 8" Post Oak	Removed	600 10" Post Oak	Removed
542 11" Burr Oak	Removed	601 7" Post Oak	Removed
543 6" Burr Oak	Removed	602 6" Pecan	Removed
544 11" Post Oak	Removed	603 13" Blackjack Oak	Removed
545 10" Blackjack Oak		604 11" Post Oak	Removed
549 12" Post Oak	Removed	605 16" Blackjack Oak*	Removed
550 11" Post Oak		606 8" Blackjack Oak	Removed
551 9" Blackjack Oak		607 15" Blackjack Oak*	Removed
553 13" Blackjack Oak			
554 21" Blackjack Oak*			
555 12" Post Oak	Removed		
556 10" Post Oak	Removed		
557 12" Post Oak	Removed		
558 11" Blackjack Oak	Removed		
559 12" Post Oak	Removed		
560 13" Post Oak	Removed		
561 13" Blackjack Oak	Removed		
562 11" Post Oak	Removed		
563 14" Blackjack Oak	Removed		
564 11" Post Oak	Removed		
565 19" Blackjack Oak*	Removed		

LEGEND	
	SANITARY SEWER CLEANOUT
	SANITARY SEWER MANHOLE
	FIRE HYDRANT
	WATER VALVE
	WATER METER
	BACK FLOW VALVE
	Protected Tree Stand
	Heritage Tree
	Tree (Removed)
	POWER POLE
	ELECT TRANSFORMER
	PROPERTY LINE
	CAPPED IRON ROD FOUND or Nod
	OVER HEAD POWERLINE
	CABLE TV BOX
	DEEP RECORDS TARRANT COUNTY, TEXAS
	TELEPHONE PEDESTAL
	SIGN AS DESCRIBED
	FIRE LANE STRIPPING
	Critical Root Zone

I prepared this drawing from an actual and accurate survey of the land per the rules and regulations of the Texas Board of Professional Engineers & Land Surveyors

Per Texas Administrative Code, TPRS RULE 6663.18, a surveyor's seal is required for any purpose and shall not be used or recorded without the seal of a Registered Professional Engineer and Land Surveyor.

FOR REVIEW ONLY

Michael B H Davis, Registered Professional Land Surveyor
Texas Resignation Number 5094 - Signed March 1, 2023
Firm Registration Certificate Number: 10135300

URBAN FORESTRY PLAN

Lot 1, Block 2
San Bar Square

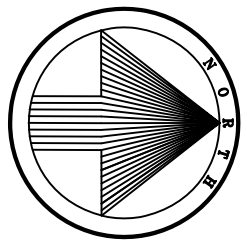
an addition to the
City of Colleyville, Texas

recorded in

Volume 388-203, Page 69
Plat Records, Tarrant County, Texas

Field Surveyed: January 18, 2023 Sheet 1 of 1
Revised: April 27, 2023

NOTE: THIS LAND SURVEY DRAWING IS PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES & NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED TO COPY THIS SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THIS ORIGINAL TRANSACTION.



Bearings are based on NAD 83,
North Central Texas Zone 4202.

Cheek Sparger Road



San Bar Lane

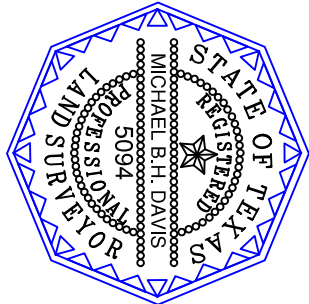
Lot 19
Block 7
Woodbriar Estates
Section 3
Vol.388-98,Pg.40
PRCT

Lot 18

Lot 17

I prepared this drawing from an actual and accurate survey of the land per the rules and regulations of the Texas Board of Professional Engineers & Land Surveyors

Michael B H Davis, Registered Professional Land Surveyor
Texas Registration Number 5094 - Signed March 1, 2023
Firm Registration Certificate Number: 10135300



LEGEND			
	SANITARY SEWER CLEANOUT		POWER POLE
	SANITARY SEWER MANHOLE		ELECT. TRANSFORMER
	FIRE HYDRANT		PROPERTY LINE
	WATER VALVE		CARPED IRON ROD FOUND or Nodded
	WATER METER		OVER HEAD POWERLINE
	BACK FLOW VALVE		CABLE TV BOX
	IRRIGATION CONTROL VALVE		DEED RECORDS TARRANT COUNTY, TEXAS
	GAS METER		TELEPHONE PEDESTAL
	DUMPSSTER		SIGN AS DESCRIBED
			FIRE LANE STRIPPING
			Critical Root Zone

- 505 13"Blackjack Oak
- 506 11"Blackjack Oak
- 507 10"Blackjack Oak
- 508 10"Blackjack Oak
- 509 9"Blackjack Oak
- 510 14"Blackjack Oak
- 511 10"Blackjack Oak
- 513 18"Post Oak*
- 515 6"Blackjack Oak
- 516 8"Blackjack Oak
- 517 9"Post Oak
- 518 7"Blackjack Oak
- 519 8"Blackjack Oak
- 520 10"Blackjack Oak
- 521 12"Blackjack Oak
- 522 11"Blackjack Oak
- 523 7"Blackjack Oak
- 524 7"Blackjack Oak
- 525 9"Blackjack Oak
- 526 12"Blackjack Oak
- 527 9"Blackjack Oak
- 528 11"Blackjack Oak
- 529 16" Burr Oak
- 530 17"Post Oak
- 531 15"Post Oak
- 532 26"Post Oak*
- 533 15"Post Oak*
- 534 14"Blackjack Oak
- 535 14"Blackjack Oak
- 536 14"Blackjack Oak
- 537 12"Blackjack Oak
- 538 22"Blackjack Oak*
- 539 13"Blackjack Oak
- 541 8"Post Oak
- 542 11" Burr Oak
- 543 6" Burr Oak
- 544 11"Post Oak
- 545 10"Blackjack Oak
- 549 12"Post Oak
- 550 11"Post Oak
- 551 9"Blackjack Oak
- 553 13"Blackjack Oak
- 554 21"Blackjack Oak*
- 555 12"Post Oak
- 556 10"Post Oak
- 557 12"Post Oak
- 558 11"Blackjack Oak
- 559 12"Post Oak
- 560 13"Post Oak
- 561 13"Blackjack Oak
- 562 11"Post Oak
- 563 14"Blackjack Oak
- 564 11"Post Oak
- 565 19"Blackjack Oak*
- 567 10"Post Oak
- 568 12"Blackjack Oak
- 569 10"Blackjack Oak
- 570 7"Blackjack Oak
- 571 16"Blackjack Oak*
- 572 8"Blackjack Oak
- 573 8"Blackjack Oak
- 574 14"Post Oak
- 575 24"Elm
- 576 15"Elm
- 577 20"Elm
- 578 18"Elm
- 579 10"Blackjack Oak
- 580 6"Post Oak
- 581 8"Post Oak
- 582 7"Post Oak
- 583 14"Blackjack Oak
- 584 12"Blackjack Oak
- 585 14"Blackjack Oak
- 586 12"Post Oak
- 587 11"Blackjack Oak
- 588 11"Blackjack Oak
- 589 15"Blackjack Oak*
- 590 11"Blackjack Oak
- 591 14"Blackjack Oak
- 592 15"Blackjack Oak*
- 593 16"Post Oak*
- 594 13"Pecan
- 595 10"Pecan
- 596 8"Pecan
- 597 13"Pecan
- 598 11"Pecan
- 599 12"Pecan
- 600 10"Post Oak
- 601 7"Post Oak
- 602 6"Pecan
- 603 13"Blackjack Oak
- 604 11"Post Oak
- 605 16"Blackjack Oak*
- 606 8"Blackjack Oak
- 607 15"Blackjack Oak*
- * Heritage Tree

TREE SURVEY

Lot 1, Block 2
San Bar Square
an addition to the
City of Colleyville, Texas
recorded in
Volume 388-203, Page 69
Plat Records, Tarrant County, Texas
105 Cheek Sparger Road
Sheet 1 of 1



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

The City of Colleyville has scheduled public hearings concerning the below referenced request on the following dates and location:

Planning and Zoning Commission Meeting: Monday, April 10, 2023 at 7:00 p.m.
City Council Meetings: Tuesday, May 2, 2023 & Tuesday, May 16, 2023 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a change of zoning from a PUD-C Planned Unit Development – Commercial district to a PUD-C Planned Unit Development – Commercial district, specifically for new commercial offices. The request is for medical and general office uses.

Zoning Case: ZC23-006

Applicant: Robert Johnson

Owner: Preyesh Kumar

Location: 105 Cheek-Sparger Road

Property Description: Lot 1, Block 1, San Bar Square Addition

Present Zoning: Planned Unit Development – Commercial

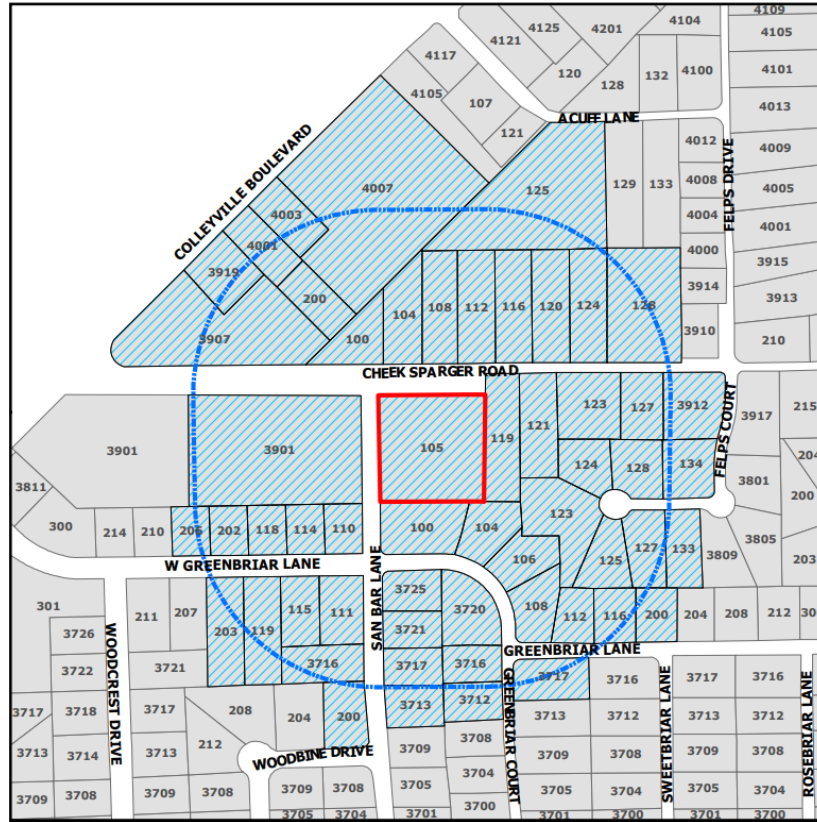
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address below:

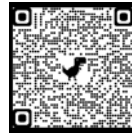
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.

NOTICE OF PUBLIC HEARING



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Agenda Packet and Active Development Case map (please use your phone's camera to scan QR code below):



For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.


Jacquelyn Reyff
Planning Manager
jreyff@colleyville.com

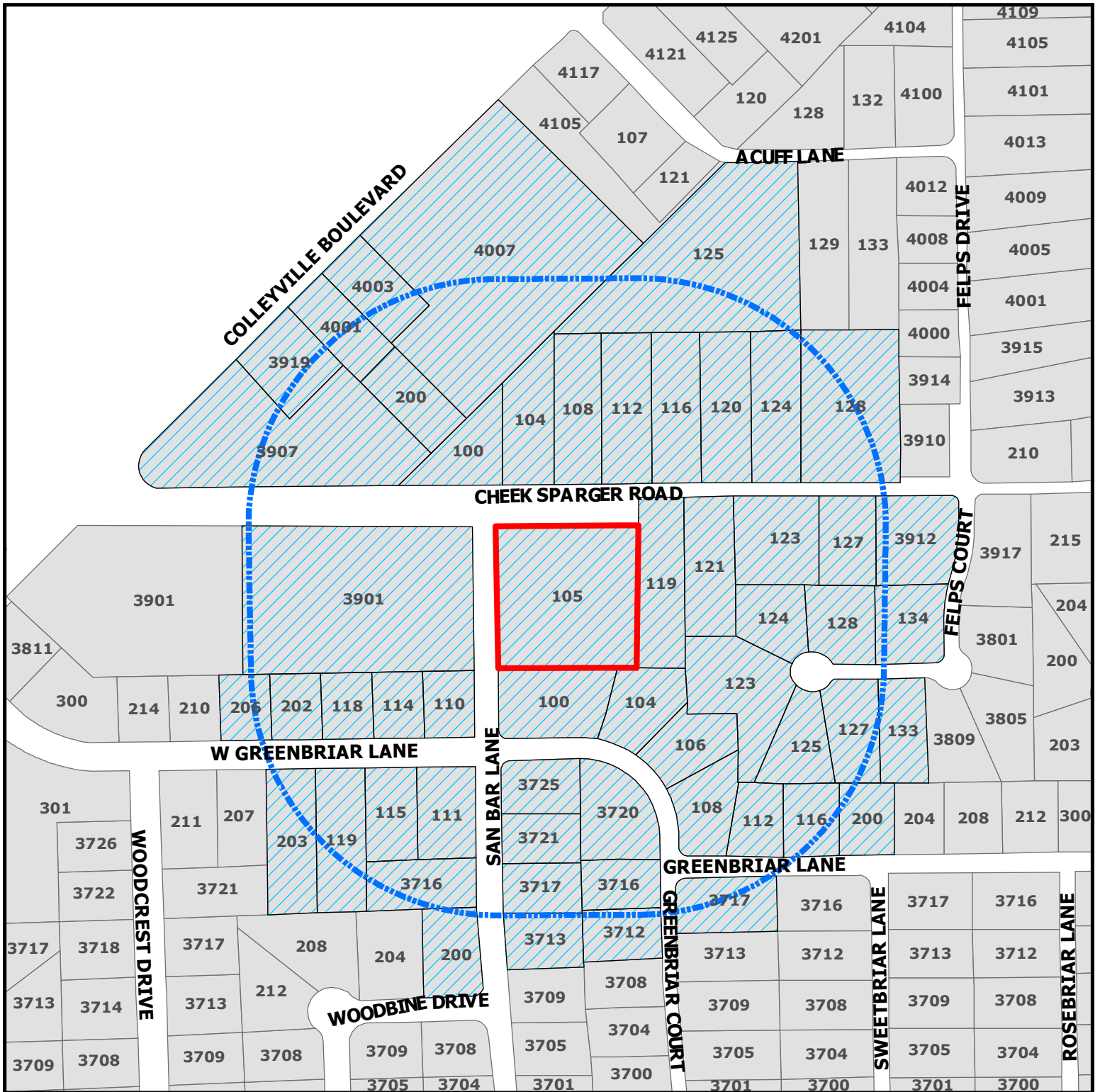
Owner Name	Owner Address	Owner City
A & S COLLEYVILLE LLC	11445 EMERALD ST STE 112	DALLAS, TX
ARYAL, SUBHASH	206 W GREENBRIAR LN	COLLEYVILLE, TX
BEVILL JAMES RLT	119 CHEEK SPARGER RD	COLLEYVILLE, TX
BLESSING, LANE GRANER	6808 HILLIER CT	COLLEYVILLE, TX
BOYER, PHILIP	133 FELPS CT	COLLEYVILLE, TX
BRAND, NETA FAY	121 CHEEK SPARGER RD	COLLEYVILLE, TX
BURNS, EDWARD H	7713 LEXUS DR	FORT WORTH, TX
BURSON, THOMAS WARREN	3720 GREENBRIAR CT	COLLEYVILLE, TX
CALLAWAY, CURTIS L	124 FELPS CT	COLLEYVILLE, TX
CAMPBELL, H P	203 W GREENBRIAR LN	COLLEYVILLE, TX
CLARK FAMILY TRUST	115 W GREENBRIAR LN	COLLEYVILLE, TX
CLEGHORN, MAURICE M	108 GREENBRIAR LN	COLLEYVILLE, TX
CURTIS, JERRY M	128 FELPS CT	COLLEYVILLE, TX
CURTIS, PEGGY ELAINE	3712 GREENBRIAR CT	COLLEYVILLE, TX
DAVILA, MICHAEL	100 GREENBRIAR LN	COLLEYVILLE, TX
DE LA HOZ, JOSE M	112 GREENBRIAR LN	COLLEYVILLE, TX
DOBSON FAMILY TRUST	3725 SAN BAR LN	COLLEYVILLE, TX
DOWDEY, MARK C	200 GREENBRIAR LN	COLLEYVILLE, TX
EPCM REALTY INC	2008 N 1 35	CARROLLTON, TX
EVANS, TONI	112 CHEEK SPARGER RD	COLLEYVILLE, TX
FIRST CV LLC	6871 FOUR SIXES RANCH RD	NORTH RICHLAND HILLS, TX
FLYNN, ANGELA	3912 FELPS CT	COLLEYVILLE, TX
FORRESTER, JENNETTE	202 W GREENBRIAR LN	COLLEYVILLE, TX
GRAGG, CHRISTINA	3716 GREENBRIAR CT	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX
GRUBBS, JONATHON M	111 W GREENBRIAR LN	COLLEYVILLE, TX
GUEST, ELIZABETH V	106 GREENBRIAR LN	COLLEYVILLE, TX
HAHN, EDWARD	7500 WINDSWEPT TR	COLLEYVILLE, TX
HART, RODNEY D	116 GREENBRIAR LN	COLLEYVILLE, TX
HIBERNIA NATIONAL BANK	275 BROADHOLLOW RD	MELVILLE, NY
HOWELL, DEAN G	104 CHEEK SPARGER RD	COLLEYVILLE, TX
HURST EULESS BEDFORD ISD	1849 CENTRAL DR	BEDFORD, TX
JOHNSON, MARK S	3716 SAN BAR LN	COLLEYVILLE, TX
JOHNSON, ROBERT	845 ENTERPRISE PL STE B	SOUTHLAKE, TX
J-W 777 REVOCABLE FAMILY TRUST	4109 PADDINGTON LN	COLLEYVILLE, TX
LACEY, KATHERINE	3713 SAN BAR LN	COLLEYVILLE, TX
MCDOWELL, TOMMY N	128 CHEEK SPARGER RD	COLLEYVILLE, TX
MCWILLIAMS, LANCE	3060 OLD MILL RUN	GRAPEVINE, TX
MOREFIELD, JEANNY	134 FELPS CT	COLLEYVILLE, TX
MORRISON, PAMELA M	123 FELPS CT	COLLEYVILLE, TX
PHAN, KHANH D	108 SILVERWOOD RANCH	SHENANDOAH, TX
PHELPS, RODNEY	119 W GREENBRIAR LN	COLLEYVILLE, TX
PODSEDNIK, ADRIAN	125 FELPS CT	COLLEYVILLE, TX
RHODES, GREGORY	114 W GREENBRIAR LN	COLLEYVILLE, TX
ROBERTS, MICHAEL	3717 SAN BAR LN	COLLEYVILLE, TX
SKINNER, FLOYD DAVID	110 W GREENBRIAR LN	COLLEYVILLE, TX
SKOOG, FREDERICK H	127 CHEEK SPARGER RD	COLLEYVILLE, TX
SNYDER, REGAN	200 WOODBINE DR	COLLEYVILLE, TX
STAR SELF STOR OF COLLEYVILLE	5605 TYLER ST	PEARLAND, TX
SWANN, SCOTT C	3717 GREENBRIAR CT	COLLEYVILLE, TX
TRACY, SUZANNE C	3721 SAN BAR LN	COLLEYVILLE, TX
TRAN, CHAU D	620 WARWICK BLVD	LEWISVILLE, TX
UHLENHAKER, RONNIE R	PO BOX 1705	COLLEYVILLE, TX
ULERY, RICHARD G	123 CHEEK SPARGER RD	COLLEYVILLE, TX

VELASQUEZ, DAISY
WALLACE, DAVID A
WALTON, GERALD WAYNE
WOODBRIAR ESTATES ADDITION

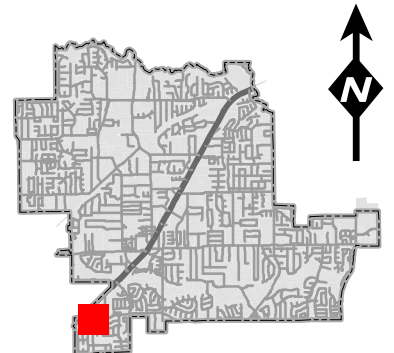
1869 CHRIS CRAFT DR
104 GREENBRIAR LN
127 FELPS CT
3700 SWEETBRIAR

GRAPEVINE, TX
COLLEYVILLE, TX
COLLEYVILLE, TX
COLLEYVILLE, TX

Notification Map



ZC23-006
105 Cheek-Sparger Road



DISCLAIMER:
 This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

-  Subject Property
-  500ft Buffer
-  Properties within 500ft

To: Colleyville Zoning Board and Colleyville City Council
Case #ZC23-006

Date: 5-8-23

The City of Colleyville has before it a request for zoning change to build a compounding pharmacy and 2 additional commercial office buildings for a total of 3 buildings and 85 parking spaces with entrance/exit points being placed on both Cheek Sparger and San Bar Lane. A commercial business park of this nature, once built and fully occupied, would have a direct impact on our neighborhood. This project will negatively impact our community with unnecessary increased traffic, including additional cut-through traffic through many of our streets, noise pollution, lack of green space, and the general safety of our neighborhood families and children. This project poses a significant threat to the character, safety, and livability of our small community.

The undersigned residents of Woodbriar Estates and surrounding residents, strongly oppose the construction of the Commercial Office Park at 105 Cheek Sparger Road.

We believe that this development is not in the best interests of our community, and we request that the project be stopped, immediately. We urge the local officials to take action to protect our neighborhood and preserve its unique character and livability.

Therefore, we, the undersigned, hereby petition against the construction of the Commercial Office Park at 105 Cheek Sparger Road and request that our voices be heard in this matter.

We understand this property has been zoned commercial since the mid 1980's. However, for the safety and livability of our community having a commercial park of this magnitude that also includes an entrance/exit on San Bar Lane is not in the best interest of our neighborhood.

received
5/8/23 6:29am

Signature	Printed Name	Address
<i>Michael Roberts</i>	Michael Roberts	3717 San Bar Lane
<i>Katie Lacey</i>	Katie Lacey	3713 San Bar Ln
<i>Paul Myers</i>	Paul Myers	3604 Cliffwood Ln
<i>Jane Ellis</i>	Jane Ellis	3613 San Bar Ln
<i>Terry Ellis</i>	Terry Ellis	3613 San Bar Ln
<i>Jeff D. Constanza</i>	Jeff D. Constanza	3704 San Bar Ln
<i>Monica Johnson</i>	Monica Johnson	3716 San Bar Lane
<i>Thomas Snyder</i>	Thomas Snyder	200 Woodbine Dr
<i>Bill Stevenson</i>	BILL STEVENSON	3709 SAN BAR
<i>Christopher Ha Hom</i>	Christopher Ha Hom	3700 San Bar
<i>John Covey</i>	John Covey	3608 San Bar
<i>James Stephens</i>	JAMES STEPHENS	3604 San Bar
<i>Sean Kizicki</i>	SEAN KIZICKI	3512 SAN BAR
<i>Courtney Atwood</i>	Courtney Atwood	3609 San Bar Lane
<i>Taylor Atwood</i>	Taylor Atwood	3609 San Bar Lane
<i>ILKNUR GRUBBS</i>	ILKNUR GRUBBS	111 W. Greenbriar Ln
<i>Jonathan Grubbs</i>	Jonathan Grubbs	111 W. Greenbriar Ln
<i>JEFF CLARK</i>	JEFF CLARK	115 W Greenbriar Ln
<i>Jane Clark</i>	Jane Clark	115 W Greenbriar Ln
<i>Barb Campbell</i>	Barb Campbell	203 W. Greenbriar Ln
<i>Wendee Davis</i>	Wendee DAVIS	211 W. Greenbriar Lane
<i>William Gilchrist</i>	William Gilchrist	214 W. Greenbriar Ln.
<i>Rodney Phelps</i>	Rodney Phelps	119 W. Greenbriar Ln.
<i>Beth Rhodes</i>	Beth Rhodes	114 W. Greenbriar Lane
<i>Tom Burson</i>	TOM BURSON	3720 Greenbriar Ct.
<i>Alan Esten</i>	Alan Esten	3716 Sweetbriar
<i>Dennis Golden</i>	Dennis Golden	3700 Sweetbriar Ln
<i>Regina Swann</i>	Regina Swann	3717 Greenbriar Ct
<i>Suzanne Tracy</i>	Suzanne Tracy	3721 San Bar Ln.

LETTER OF OPPOSITION

Ben Bryner
Director of Community Development
City of Colleyville

RE: ZC 023-006 PUD-C to include a compounding pharmacy

As a tax paying citizen of Colleyville and property owner with (300 feet of my property) adjacent to the above referenced proposed development, I am in opposition for a number of reasons.

- This property may be designated as commercial on the Future Zoning Map for Colleyville, but I believe this is inappropriate, as this parcel anchors two residential neighborhoods i.e. Andy Felps Addition and Oak Briar Addition.
- A pharmacy in a Commercial Neighborhood Districts requires a special use permit (compounding pharmacy doesn't have its own designation, but it should) so under a PUD, will this SUP requirement apply?
- Drainage issues
- Loss of heritage trees
- The applicant requests to modify new Cheek Sparger Rd for access to his property
- Proposed undeveloped pad sites implies ongoing construction noise (need to place restrictions on future uses)
- The residents of these neighborhoods have just endured 2 years of Cheek Sparger Road construction, silt fences and port-a-potties
- There are already 4 compounding pharmacies within 5 miles of this location (not needed)
- San Bar residents are opposed to this development which will increase traffic at this already busy intersection.

And finally an approval of this request should dictate a construction of a screening wall for the privacy of my family prior to/during construction.

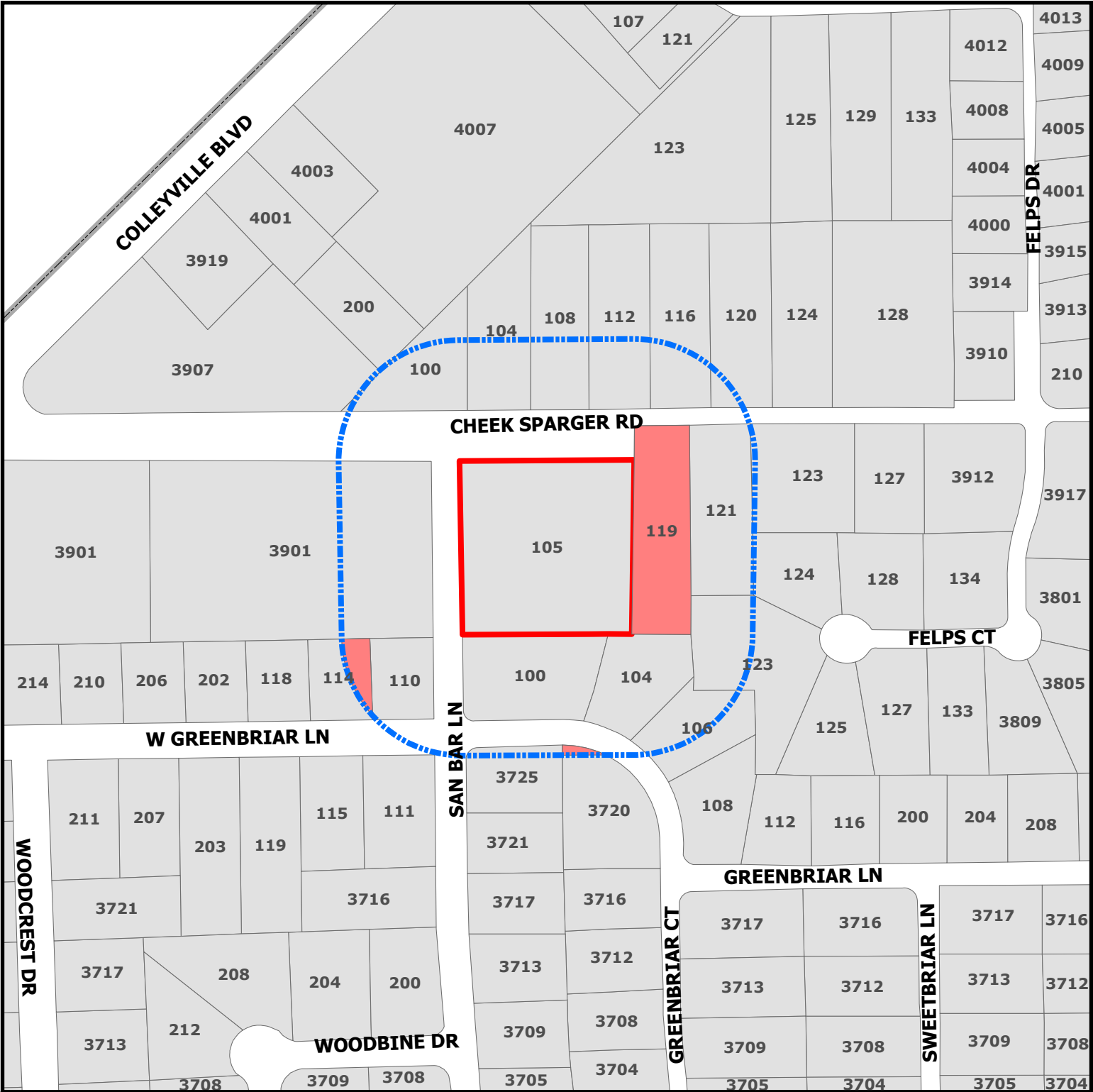
Please deny this request.

Respectfully



James Bevill

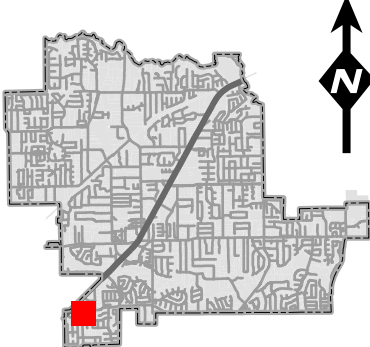
Opposition Map



ZC23-006

105 Cheek Sparger Rd

- Subject Property
- Opposing
- Buffer_Protest



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List of Opposing Properties

Address	Owner's Name	Percentage
119 CHEEK SPARGER RD	BEVILL JAMES REVOCABLE LIVING T	9.2%
114 W GREENBRIAR LN	RHODES, GREGORY	1.15%
3720 GREENBRIAR CT	BURSON, THOMAS WARREN	0.22%

Address Count : 3

Total Percentage: 10.57%

ORDINANCE O-23-XXXX

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY REZONING FROM PUD-C PLANNED UNIT DEVELOPMENT - COMMERCIAL AND CC-1 VILLAGE RETAIL TO PUD-C PLANNED UNIT DEVELOPMENT - COMMERCIAL DISTRICT ON LOT 1, BLOCK 1, SAN BAR SQUARE ADDITION LOCATED AT 105 CHEEK SPARGER ROAD; BEING APPROXIMATELY 1.94 ACRES, PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application to change the zoning from PUD-C Planned Unit Development – Commercial to PUD-C Planned Unit Development – Commercial district, Case No. ZC23-006; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

- Sec. 1. THAT the purpose of this ordinance is to amend the base zoning for the real property described as Lot 1, Block 1, San Bar Square Addition, commonly known as 105 Cheek Sparger Road (the "Property"), and to further provide for a PUD-C overlay district to allow for a compounding pharmacy and medical and general office uses.

Sec. 2. THAT the zoning for the Property is hereby amended as follows:

1. GENERAL

- a. The Property shall further be subject to a PUD-C overlay district (the "Overlay District") upon the effective date of this ordinance. The Overlay District shall be subject to all CPO Professional Office base zoning district regulations, except as expressly provided otherwise in this ordinance.

2. DEVELOPMENT OF THE PROPERTY

- a. The Property shall be developed with three office buildings (Compounding Pharmacy in Building 1, medical office, and general office in Buildings 2 and 3), generally consistent with the Statement of Planning Objectives and Site Plan, which are attached hereto as Exhibit "B" and Exhibit "C", respectively.
- b. The buildings erected on the Property shall be consistent with the elevations, materials, and articulation as depicted in Exhibit "D", unless expressly provided otherwise in this ordinance.

3. PUD-C OVERLAY DISTRICT REGULATIONS

The following PUD-C Overlay District regulations shall apply to the Property while the Overlay District is in effect:

a. Permitted Uses.

1. The permitted uses shall be those listed for the CPO Professional Office Commercial base zoning district. The following uses shall be permitted by right:
 - a. A Pharmacy to including compounding shall be allowed in building 1.

The permitted land uses shall be allowed on the subject properties per the use designations labeled on the buildings shown in Exhibit "C".

b. Lighting.

1. All lighting including parking lot, building and security lighting shall be directed away from residential areas and shall provide a maximum candle illumination of 0.5 foot candles as measured from the residential property line.

c. Landscaping.

1. All required landscaping shall meet the minimum requirements of Chapter 4 - Landscaping and Buffering in the Land Development Code.

d. Building Design.

1. All building designs shall be generally consistent within the elevations shown in Exhibit "D".
2. Building designs shall meet the minimum articulation requirements of Chapter 6 - Building Design in the Land Development Code.
3. There shall be no drive-thrus.

4. Building(s)

- a) Building one one-story 6,100 s.f., building two one story 4,250 s.f, building three one-story and 4,350 s.f.
- b) Development shall generally conform to the Conceptual Site Plan.

e. Fencing and Screening. A minimum eight (8) foot masonry fence shall be constructed along the south and east property line adjacent to existing residential properties prior to the issuance of any certificate of occupancy.

- Sec. 3. THAT the Property shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein. All requirements of the Land Development Code shall be met, except as expressly amended herein.
- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of July 2023.

The second reading and public hearing being conducted on the 18th day of July 2023.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE 18th DAY OF JULY 2023.

Mayor Bobby Lindamood	_____ Mayor Pro Tem Kathy Wheat	_____
Place 1, Brandi Elder	_____ Place 5, Chuck Kelley	_____
Place 2, George Bond	_____ Place 6, Callie Rigney	_____
Place 4, George Dodson	_____	

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" – Zoning Exhibit

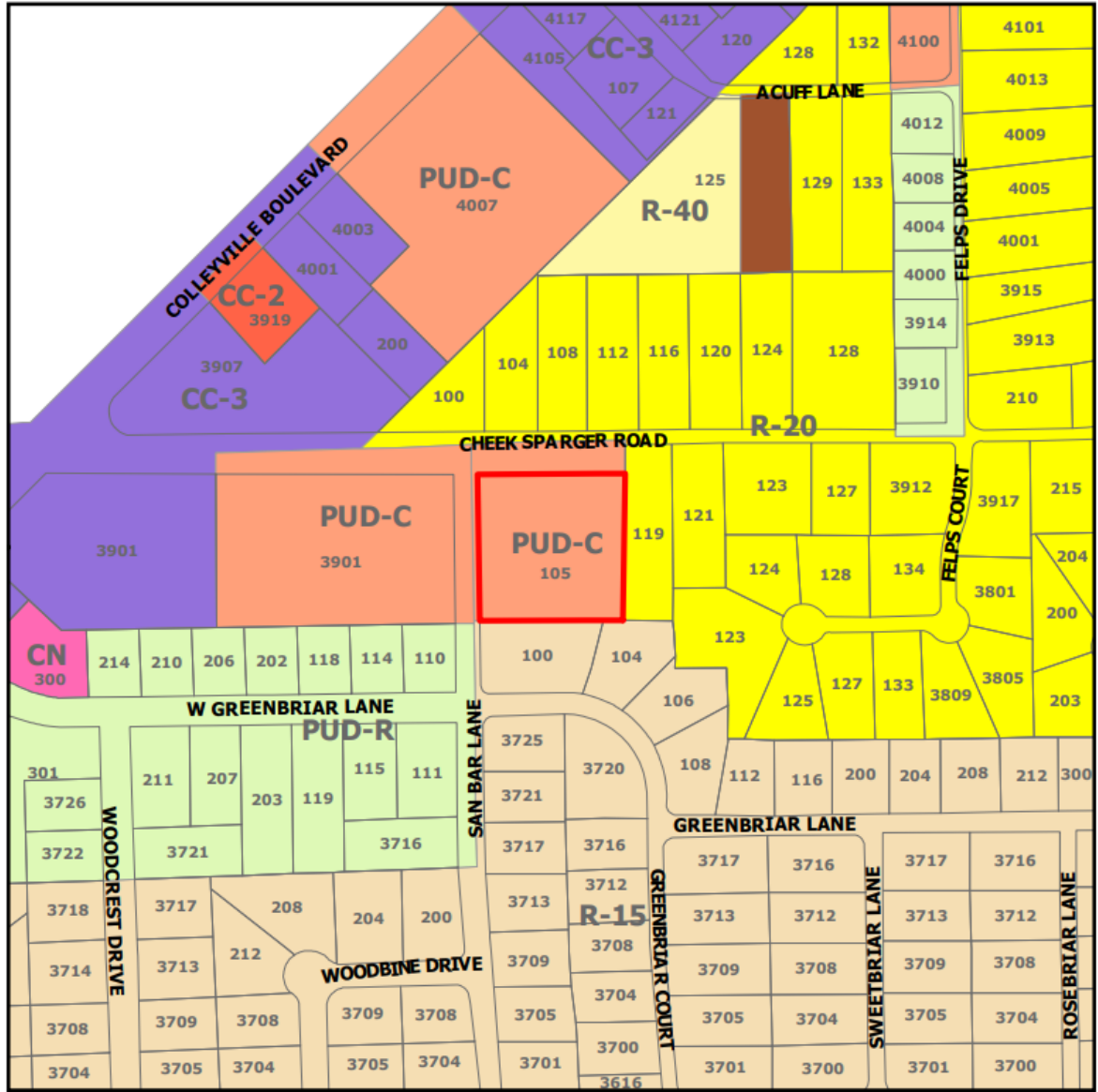
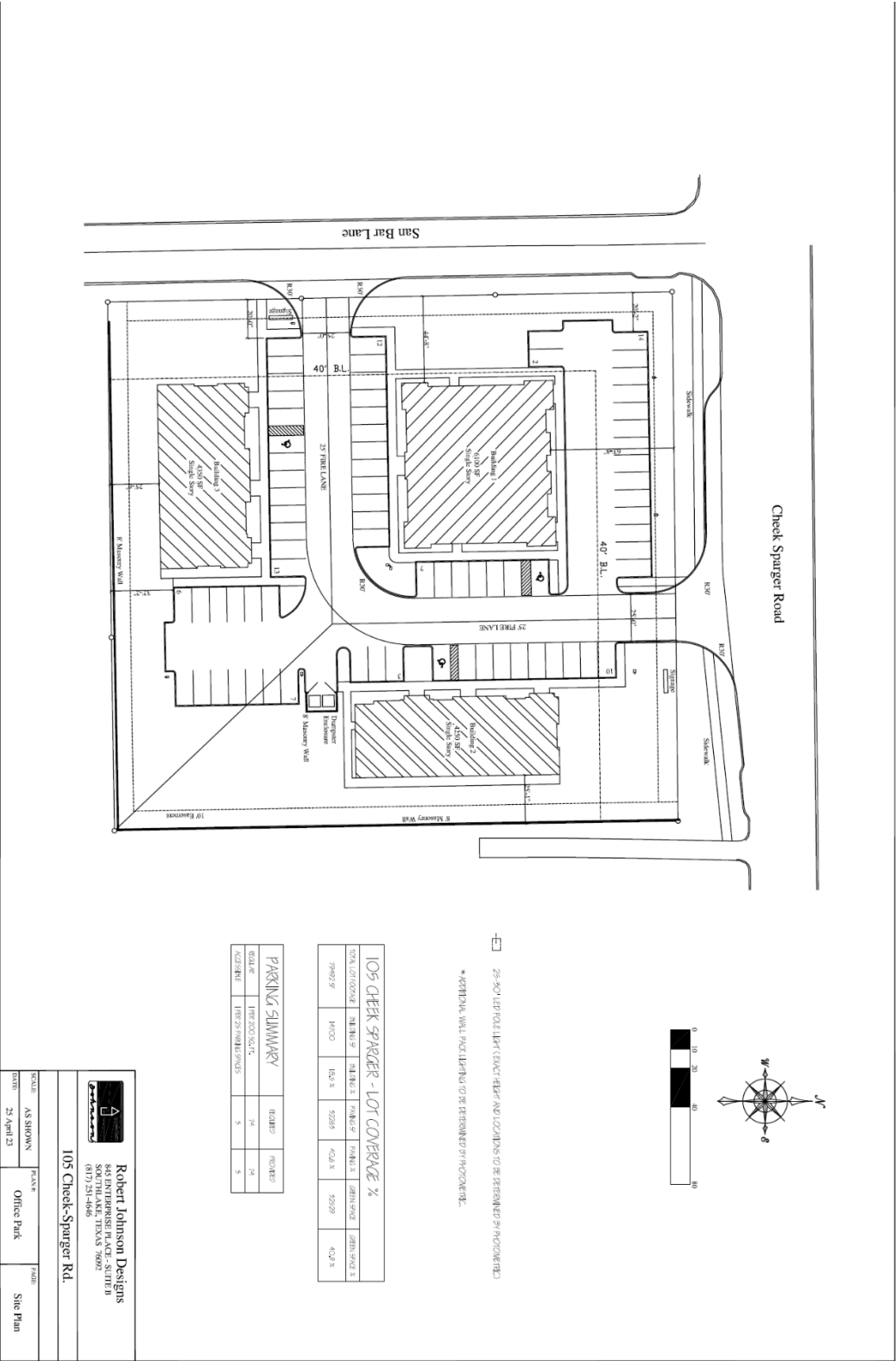


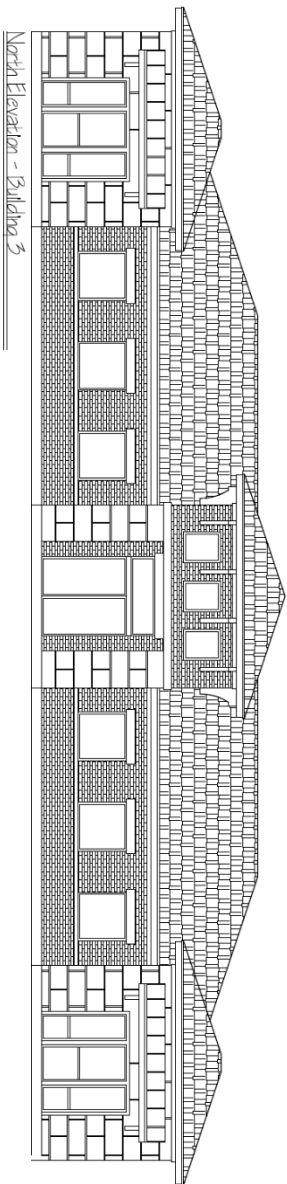
Exhibit "B" – Statement of Program Objectives

1. Standard operations of the compound pharmacy - The pharmacy will be compounding both non-sterile and sterile compounds. The pharmacy will also be providing immunization, counselling, point of care testing service to the community. There will also be dispensing of legend medications along with over-the-counter area for applicable medications.
2. Will there be any required outside or inside gases? - There will not be any gas required for operations of the pharmacy. Are you referring to gas for heating? - then, yes.
3. Anticipated number of customers per day - The pharmacy will be providing delivery service and also store pick up so number of customers will vary from day to day
4. Number of employees - It will be determined based on the business growth but initially the pharmacy will be employed with about 10 employees.
5. Will there be any retail products sold? - Yes, over the counter medications, Durable medical equipment etc.

Exhibit "C" – Site Plan

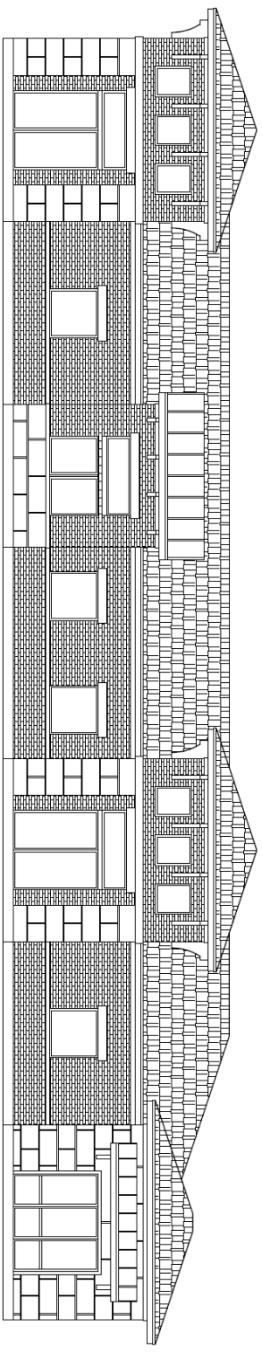


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North Elevation - Building 3

◆ EXISTING FACADE TO BE OVERLAIN BY MASONRY



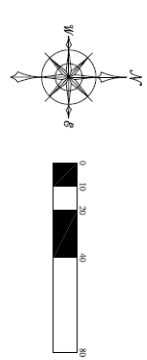
West Elevation - Building 2



Robert Johnson Designs
845 ENTERPRISE PLACE - SUITE B
SOUTH LAKE, TEXAS 76092
(817) 251-4666

105 Creek-Sparger Rd.

105 Cheek-Sparger Rd.			
SCALE	NTS	PLAN #	PAGE
DATE	25 April 23		
Office Park		Building 2&3	Front Elevations



- Bad Cypress - *Taxodium distichum*
Red Oak - *Quercus shumardii*
Crape Myrtle - *Lagerstroemia indica*
Nandina - *Nandina domestica*
Purple Sage - *Leucophyllum frutescens*
Jaspeo - *Jaspeo ciliolatus*

QUANTITY	PLANT LIST	SIZE
4	BALD CYPRESS	3"
29	RED OAK	10 GAL.
160	NANDINA	5 GAL.
160	PURPLE SAGE	5 GAL.
160	YUCCA	5 GAL.

STREET TREES SHALL BE PLANTED AT THE FOLLOWING RATES: ONE (1) TREE PER 100 SF OF STREET FRONTAGE, ONE (1) TREE PER 100 SF OF STREET FRONTAGE, 49 SF (2' x 4' = 8') TREES 17 TREES PROVIDED ON STREET FRONTAGE

STREET SIGNAGE SHALL BE PROVIDED ON EACH SIDE OF THE STREET FRONTAGE, ONE (1) TREE PER 100 SF OF STREET FRONTAGE, 49 SF (2' x 4' = 8') TREES 17 TREES PROVIDED ON STREET FRONTAGE

ADJACENT TO THE PROPERTY, ONE (1) TREE PER 100 SF OF STREET FRONTAGE, 49 SF (2' x 4' = 8') TREES 17 TREES PROVIDED ON STREET FRONTAGE

20% OF THE TOTAL LAND AREA SHALL BE LANDSCAPED WITH TREES. THE TOTAL LANDSCAPED AREA SHALL BE LOCATED IN THE STREET YARD.

105 CHEK SPARGER - LOT COVERAGE %					
TRIAL LOT 1027042	INLET %	INLET %	PROBE %	PROBE %	
7994292	INCO	18.5 %	72.65	40.6 %	55.29
				40.6 %	

		
Robert Johnson Designs 845 ENTERPRISE PI, AC-E, SUITE B SOUTH AVE, TEXAS 76092 (817) 251-4666		
105 Check-Sparger Rd.		
SCALE DATE: 25 April 23	PLAN # Office Park	PAGE Landscape Plan



LAND SURVEYOR:
ALPHA LAND SURVEYING, INC.
969 ELKIN LANE
KELLER, TEXAS 76262-4941
PH 817-614-8017
FAX 817-379-5696
CONTACT: MIKE B DAVIS
mbd7@gte.net

[illegible]

TREE SURVEY
 Lot 1, Block 2
 San Bar Square
 an addition to the
 City of Colleyville, Texas
 recorded in
 Volume 388-203, Page 69
 Plat Records, Tarrant County, Texas
 105 Creek Street
 Field Surveyed: January 18, 2023 Sheet 1 of 1



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION BRIEFING

Agenda Number 2b

Agenda Date 6/12/2023

Number

Type Public Hearing Agenda Items

Department Community Development

Title

Consideration of a Special Use Permit for a reduction in parking for the property being Lot 1, Block 1, of the Corley subdivision, located at 5409 Colleyville Boulevard ZC23-012

Explanation

Sptim Miftari, of the Cajun Bistro Café & Market, has submitted a request for a Special Use Permit (SUP) to allow for a reduction in parking at 5409 Colleyville Boulevard. A reduction in parking is allowed in the CC-2 Shopping Center district with the approval of an SUP.

Existing Conditions/Background: The subject property is zoned CC-2 and generally located on the east side of Colleyville Boulevard, south of Hall-Johnson Road near the intersection of Church Street. The subject property is a platted lot and currently shares the lot with an auto use business.

Proposed Special Use Permit: *Request* – The applicant is requesting approval of an SUP to allow for a reduction in parking at this location.

Ordinance – Land Development Code, Chapter 3, Section 3.29 Parking Requirements I. Supplemental Parking Space Requirements 5.:

A reduction may be authorized after approval of a Special Use Permit by the City Council when associated with new development or a significant change in use of an existing building or site. A parking analysis report justifying the reduction shall be provided as part of the request for parking reduction.

Analysis: The applicant is requesting an SUP for a reduction in parking. The parking ratio for a fish market is 1 space per 200 SF, or 13 required spaces. The parking ratio for a restaurant is 1 space per 100 SF, or 26 required spaces. Currently, the provided parking for the Cajun Bistro Café & Market is 16 spaces. The adjacent bank provides 40 spaces with only 18 of those spaces needed to meet their parking space requirement. Therefore, a shared parking agreement between the Cajun Bistro Café & Market and the adjacent bank will allow the cafe to meet the parking requirement for a restaurant use. Approval of an SUP at this location for this user should not adversely impact surrounding uses or the character of the neighborhood.

Plat Status: The property is platted as Lot 1, Block 1, of the Corley Subdivision.

DRC Review: The DRC reviewed the request during their May 22, 2023 meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the north and east are zoned CC-1 Village Retail district and developed with a mixture of retail and automotive uses. The properties to the south and west are zoned CC-2 Shopping Center district and developed with a mixture of retail and institutional uses.

Comprehensive Plan: The City's Comprehensive Plan, *Destination Colleyville*, identifies the subject property as "Colleyville Boulevard Corridor" and located within a Sales Tax Preferred Intersection.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 500 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff is neutral on this request.

Recommendation

None

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Site Plan
5. Parking Agreement 1
6. Parking Agreement 2
7. Notification List
8. Notification Letter
9. Notification Map
10. Draft Ordinance

Aerial Map

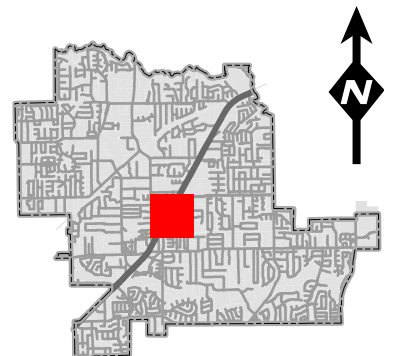


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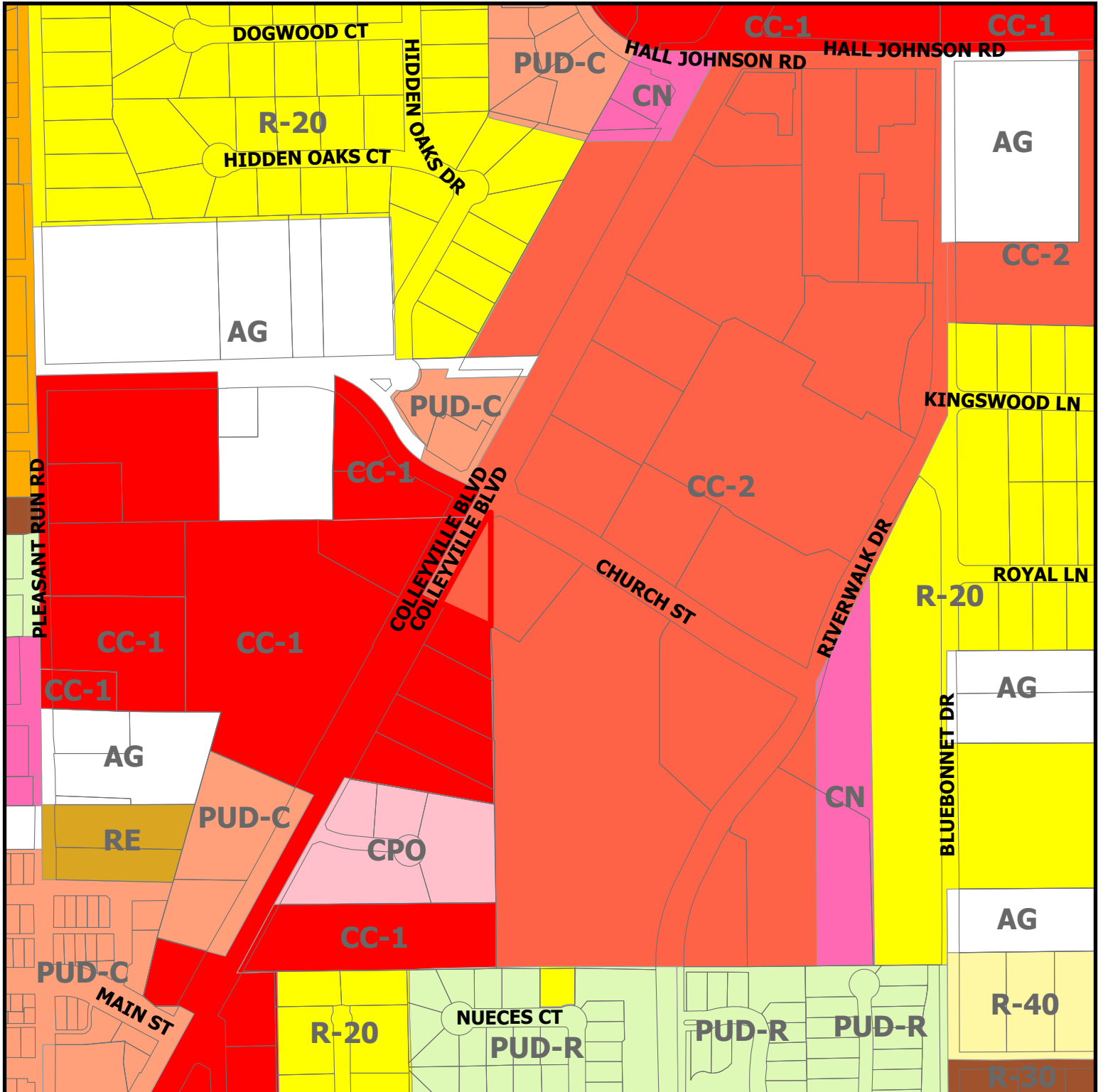
5409 Colleyville Blvd

DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

 Subject Property



Zoning Map

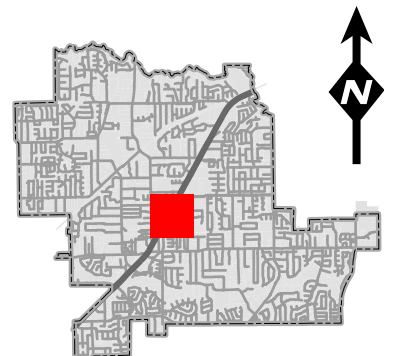


ZC23-012

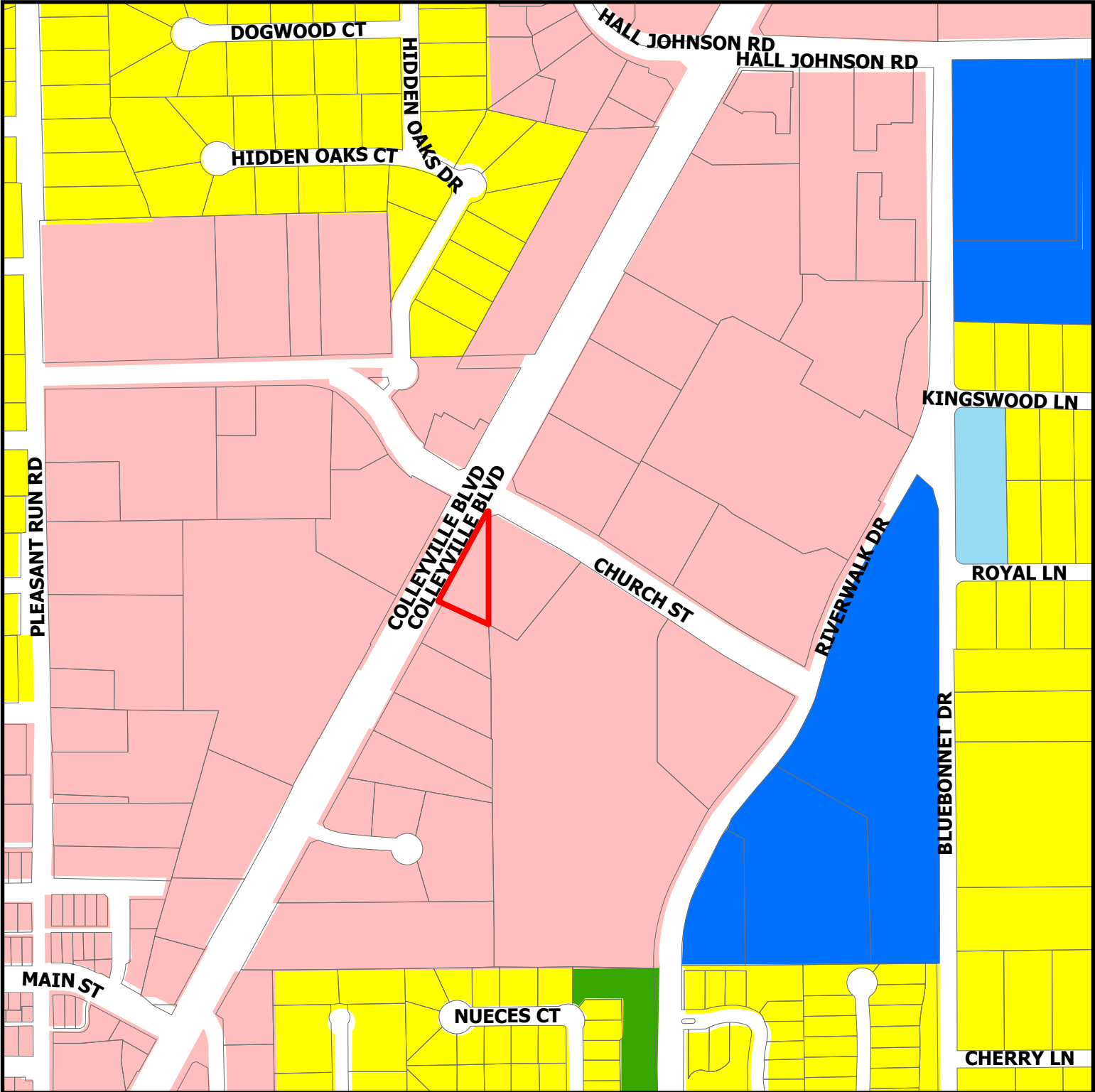
5409 Colleyville Blvd

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 Subject Property



Future Land Use Map

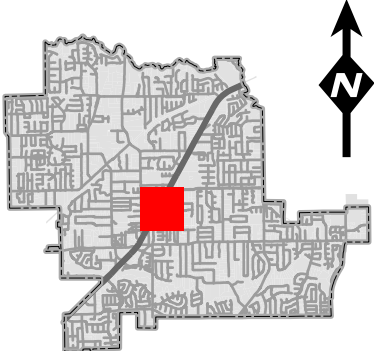


ZC23-012

5409 Colleyville Blvd

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- | | |
|---------------------------|-------------------|
| Residential | Open Space; Parks |
| Institutional | Water Body |
| Colleyville Blvd Corridor | Subject Property |



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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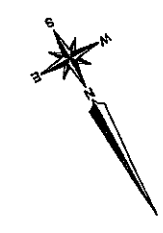
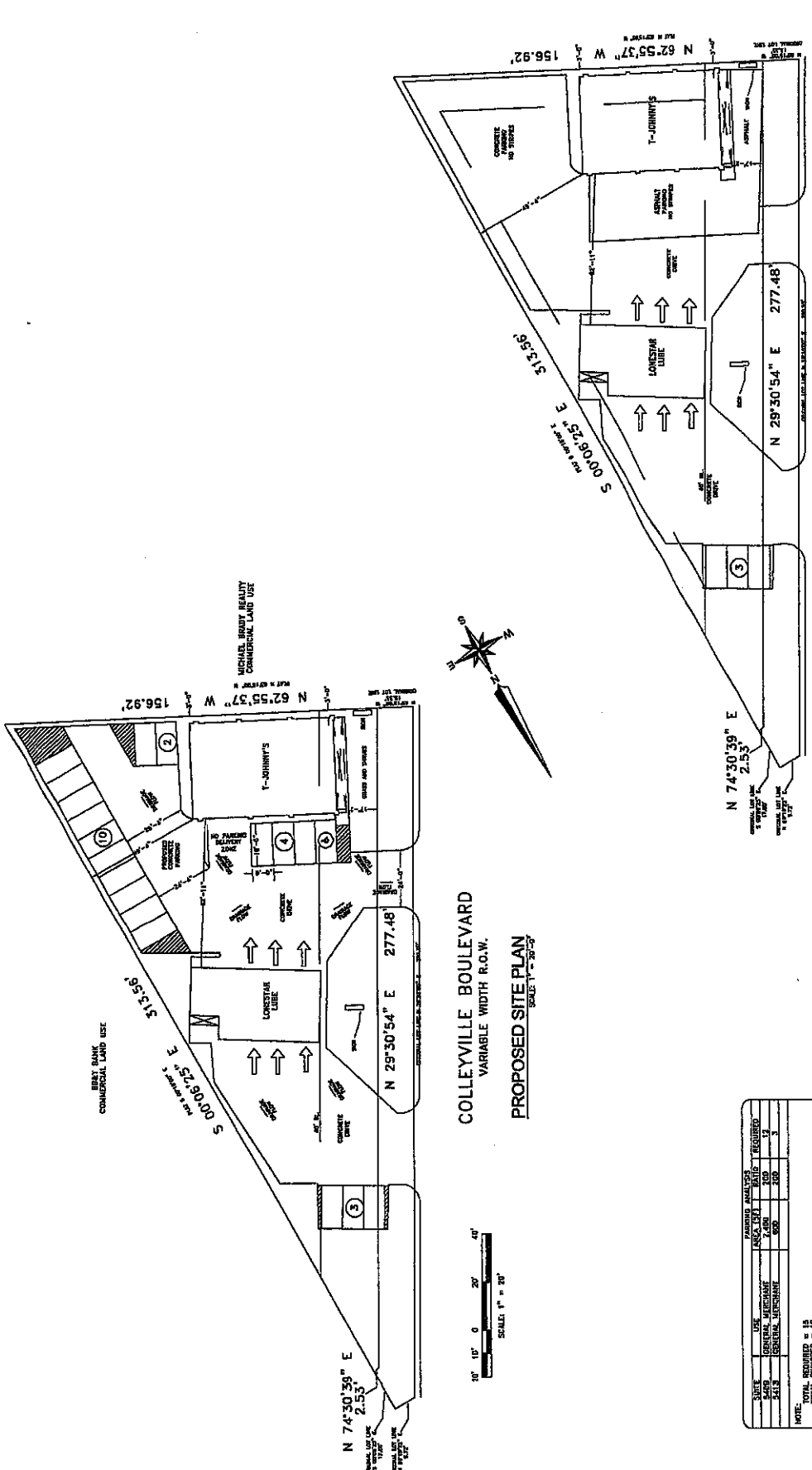
TEXAS PREMIER DRAFTING
 1000 KUTZMANN
 FURST, TEXAS 75156
 (972) 532-6775
 WWW.TEASPREMIERDRAFTING.COM

T-JOHNNY'S CAJUN MARKET
 5409 COLLEYVILLE BOULEVARD
 COLLEYVILLE, TX 76034

PHILIP TULLIS
 5409 COLLEYVILLE BLVD
 COLLEYVILLE, TX 76034

SP CANTO VENTURES LLC
 5409 COLLEYVILLE BLVD
 COLLEYVILLE, TX 76034

SITE PLAN		DATE	01.16.2020
SCALE	1" = 20'-0"	PROJECT	SP
DATE	01.16.2020	PROJECT	SP



COLLEYVILLE BOULEVARD
 VARIABLE WIDTH R.O.W.
EXISTING SITE PLAN
 SCALE: 1" = 20'-0"



COLLEYVILLE BOULEVARD
 VARIABLE WIDTH R.O.W.
PROPOSED SITE PLAN
 SCALE: 1" = 20'-0"



USE	AREA (SQ FT)	RATIO	REQUIRED
SITE	1000	1000	1000
PAVING	1000	1000	1000
LANDSCAPING	1000	1000	1000
CONCRETE	1000	1000	1000
TOTAL	4000	4000	4000

NOTE: TOTAL REQUIRED = 18
 TOTAL PROVIDED = 18
 TOTAL HANDICAPPED = 1

Address: 1201 Church Street
Colleyville, TX 76034
Property ID #: 100838

PARKING LICENSE

THIS PARKING LICENSE (this "License"), dated as of the Effective Date (as hereinafter defined) between **TRUIST BANK**, a North Carolina banking corporation (the "Licensor"), and **CAJUN BISTRO CAFÉ & MARKET**, a Texas limited liability corporation (the "Licensee"), provides:

RECITALS

WHEREAS, Licensor is the owner of certain property located at 1201 Church Street, Colleyville, Texas (the "Property"), as shown in **Exhibit A** attached hereto and incorporated herein by reference;

WHEREAS, Licensee is the owner of certain property located at 5409 Colleyville Boulevard, Colleyville, Texas ("Licensee's Property"), as shown in **Exhibit A**; and

WHEREAS, Licensee desires to use a portion of Licensee's parking spaces located on the Property and a certain portion of the Property for access to and from the parking spaces for the benefit of Licensee's Property, and Licensor has agreed to license a portion of the parking spaces and the access area, all as more particularly described below.

THAT for and in consideration of the mutual promises and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor hereby agree as follows:

1. **Recitals.** The Recitals to this License are hereby incorporated by reference.
2. **License.** Licensor hereby grants to Licensee the revocable, non-exclusive right and license to use up to nine (9) unreserved parking spaces located in the parking lot of the Property, which parking spaces are depicted on **Exhibit B**, attached hereto and incorporated herein by reference (the "Parking Spaces"), subject to the terms and conditions herein provided. In addition, Licensor hereby grants to Licensee the revocable, non-exclusive right and license to use the area located between the Property and Licensee's Property, where Licensee previously installed steps (the "Steps" for the purpose of ingress and egress to the Parking Spaces, which area is depicted on **Exhibit C** attached hereto and incorporated herein by reference (the "Steps Improvement Area"), subject to the terms and conditions herein provided. The Parking Spaces and Steps Improvement Area are collectively herein referred to as the "License Area." The License Area is for use by Licensee and its employees, customers and invitees seven (7) days a week, from 6:00 pm to 12 am. (local time), for the purposes set forth in this License.
3. **Term.** The term (the "Term") of this License shall be for one (1) year commencing on March 20, 2023 (the "Commencement Date") and terminating on March 31, 2024 (the "Expiration Date"), unless earlier terminated or extended as provided herein. The Term shall automatically renew for consecutive one (1) year terms (each a "Renewal Term") unless Licensor or Licensee elects not to renew with written notice to the other party at least sixty (60) days prior the expiration of the then current Term. This License may be terminated by Licensor or Licensee, with or without cause, at any time upon sixty (60) days' prior written notice to the other party and in accordance with the terms and conditions of this License. Upon the termination of this License, and the refunding by Licensor to Licensee of the portion of the License Fee prorated through the date of termination, neither party shall have any further rights or obligations hereunder (except as specifically provided herein) after the termination of this License.

4. Payments.

(a) License Fee. Licensee shall pay to Licensor an annual license fee of \$1,200.00 (the "License Fee") for use of the License Area. The License Fee shall be due and payable in all events, in advance, without notice, deduction, abatement or offset of any amount or for any reason whatsoever, delivered to Licensor simultaneously with Licensee's execution of this License, and thereafter delivered no later than ten (10) days prior to the commencement of any Renewal Term. Payments shall be delivered to Licensor at the address provided in Section 24 below or such other address as Licensor may direct in writing. In the event the License is terminated as provided herein and Licensee is not in default, the License Fee shall be prorated through the date of termination. In the event for any reason whatsoever, any payment of the License Fee is not received by Licensor within five (5) calendar days after the due date thereof, a late fee of five (5%) percent of such payment shall be assessed and payable to Licensor. Licensee's obligation to pay the License Fee for the period prior to the effective date of any termination of this License shall survive the termination of this License. Upon the execution of this License and as an express condition of the effectiveness hereof, Licensor shall provide to Licensee a duly executed Form W-9, in customary form.

(b) Sales and Use Tax. In the event any federal, state or local law requires the payment of a tax or assessment based on the amount of the License Fee to be paid by the Licensee hereunder, or in any other manner subjecting the License Fee to any other form of tax by whatever name it may be designated, such tax shall be the obligation of and shall be paid by the Licensee to the licensor upon receipt of notice from the Licensor that such obligation is due.

5. Use and Occupancy. Licensee shall have the revocable, non-exclusive right and license to use the Parking Spaces for the purpose of parking passenger vehicles such as an automobiles, vans, and light pick-up trucks, and for no other purpose. Licensee shall have the revocable, non-exclusive right and license to use the Steps Improvement Area for the purpose of ingress and egress to the Parking Spaces. Licensee shall not: (i) be permitted to park any automobiles overnight in the Parking Spaces; (ii) use the License Area for any illegal or improper purposes; (iii) use the License Area in violation of any policies of insurance now or hereafter written on the Property in which the License Area is located or which will increase the rate of premium thereof; or (iv) permit any noise, disturbance or nuisance whatsoever in the License Area detrimental to same or annoying to Licensor or the adjoining property owners. If (x) Licensee uses the License Area in contravention of the terms and provisions of this License, (y) Licensee parks in any area on the Property outside of the Parking Spaces at any time, or (z) Licensee breaches the terms of this License, Licensor shall have the right, in its sole discretion, to have any and all vehicles or other personal property located in the License Area or on the Property removed, including without limitation by way of towing, at Licensee's sole cost, risk and expense.

6. Acceptance. Licensee accepts the License Area in its "as is, where is" condition and acknowledges that Licensor has not made and does not make any representations or warranties regarding the condition of the License Area, the parking lot, or their suitability for the permitted purpose hereunder. Further, Licensee acknowledges that (i) no obligation as to the repairing, adding to, or improving said License Area or parking lot has been assumed by Licensor; and (ii) no alteration, improvement or renovation shall be made by Licensee to the License Area.

7. Permitting, Maintenance and Removal.

i. Parking Spaces. Licensor, at its expense, shall maintain and keep in good, sound and clean condition the Parking Spaces and the parking lot during the Term, and will not suffer or permit any strip or waste of the Parking Spaces and the parking lot. Maintenance shall include the pick-up and disposition of all trash and debris of any nature from the parking lot area. Any damages committed by Licensee or Licensee's employees, or invitees shall be reported immediately to Licensor, and Licensor shall

provide its own vendor to correct the damage(s) at Licensee's expense.

ii. **Steps Improvement Area.** Licensee, at its expense, shall: (i) cause the Steps to be properly permitted no later than sixty (60) days from the Effective Date of this License; (ii) maintain and keep in good, sound and clean condition the Steps Improvement Area including the Steps during the Term; and (iii) promptly remove the Steps upon termination of this License for any reason, as set forth in Section 14 below.

8. **Signs.** Licensee shall not attach, letter or paint any signs to or upon the License Area without the written consent of Licensor. Licensor, however, reserves the right to attach, letter or paint any sign to or upon the License Area as Licensor sees fit.

9. **Insurance.** Licensee shall obtain and maintain during the term of this License, at its sole cost and expense, a policy of commercial general liability insurance on an "occurrence basis" against claims for personal injury including bodily injury and death and broad form property damage, operations hazards, and contractual liability in limits not less than Two Million and 00/100 Dollars (\$2,000,000.00) inclusive. The policy shall name Licensor as an additional insured and shall provide that it can only be amended or terminated upon thirty (30) days prior written notice to Licensor. Licensee shall deliver to Licensor an original certificate of insurance evidencing such coverage within two (2) business days following execution of this Agreement. All required insurance policies shall contain language that the insurance policy may not be canceled without thirty (30) days prior written notice to Licensor. Licensee shall deliver to Licensor evidence of such insurance upon the execution of this License and provide Licensor with copies of all renewals thereof at least thirty (30) days prior to the termination of the existing policies. All insurance policies shall be issued by companies licensed to do business and in good standing in the State in which the Property is located.

10. **Default.** In the event Licensee shall fail to comply with any term, provision or condition of this License and Licensee does not cure such failure to Licensor's satisfaction within twenty-four (24) hours after notice thereof from Licensor, Licensor shall have the right to immediately terminate this License by providing written notice thereof to Licensee. Upon revocation or termination of this License, Licensee, at its sole cost and expense, shall surrender the License Area to Licensor in good and clean condition and order.

11. **Indemnification.** Licensee shall indemnify, defend and hold Licensor, and its affiliated companies, officers, directors, employees, tenants and agents (the "Indemnified Parties"), harmless from and against any and all claims for liability, costs, claims, losses, injury, death, damages, judgments or expenses (including reasonable attorneys' fees) incurred or suffered by the Indemnified Parties as a result of or in connection with (i) any death, personal injury or property or business damage in, on or about the License Area and the Property, including the building and any improvements located thereon, caused in whole or in part by Licensee, its employees or invitees, (ii) the use of the License Area by Licensee, its employees or invitees, (iii) any default by Licensee under the terms and conditions of this License and (iv) any act or omission of Licensee, its employees or its invitees. This provision shall survive any expiration or termination of this License.

12. **Licensor's Liability.** Licensor shall not be responsible for any defect or change in the condition of the License Area or the Property, or the failure to make any repairs to the License Area or the Property, or for any resulting damage to person or property occurring in the License Area or on the Property, or the acts or omissions of tenants or licensees on the Property. All personal property of Licensee and its invitees in, on or about the License Area and the Property shall be and remain at Licensee's sole risk and Licensor shall not be liable for damage to any such property as a result of theft or misplacement nor for any death, injury, loss or damage to persons or property occurring in the License Area or in, on or near the Property, the building and improvements thereon.

13. Relocation. Licensor reserves the right to relocate all or any portion of the License Area, if necessary, at any time, in connection with Licensor's operations on the Property.

14. Surrender. Upon revocation or termination of this License, Licensee, at its expense, shall surrender possession of the License Area to Licensor in good and clean condition and order. Licensee shall remove the Steps upon revocation or termination of this License, no later than the last day of the Term or within five (5) days of notice of revocation or termination occurring prior to the expiration of the Term. Any personal property remaining in the License Area after any such revocation or termination shall become the personal property of Licensor, who shall be entitled to remove, tow, sell or otherwise dispose of such personal property.

15. Assignment And Sublicense. Licensee shall not assign, sublicense or otherwise transfer its interests in this License.

16. Attorney's Fees and Costs. If either party is in default under this License necessitating the other party to incur attorney's fees to enforce the terms of this License, the party deemed to be at fault in any court action pertaining to a default under this License shall be liable for and pay the prevailing party in such litigation, all reasonable attorneys' fees and costs incurred by the prevailing party including not only those at the trial court level, but all appellate and post judgment proceedings.

17. Assumption of Risk by Licensee. Licensee assumes all risks of any damage to Licensee's property in connection with this License.

18. Entire Agreement. This License and any exhibits attached hereto set forth the entire agreement between the parties hereto with respect to Licensee's right to use the License Area. There are no promises, agreements or understandings, whether oral or written, between the parties regarding such matters other than as set forth in this License. Any amendment or modification to this License shall not be binding upon either party unless such amendment or modification is reduced to writing and signed by both parties. This License does not create a partnership, agency or joint venture relationship between Licensor and Licensee for any purpose.

19. Captions. The captions of the sections of this License are not part of the context of this License and shall be ignored in construing this License. They are intended only as aids in locating various provisions of this License.

20. Severability. Each provision contained in this License shall be independent and severable from all other provisions hereof and the invalidity of any such provision shall in no way affect the enforceability of the other provisions hereof.

21. Governing Law; Venue. This License shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is located without regard to conflict of laws principles. The venue for any proceeding pertaining to this License shall lie in the County in which the Property is located.

22. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor and Licensee, and their respective legal representatives, successors and assigns, if permitted.

23. Notices. All notices and communications under this License required to be in writing shall be signed by a duly authorized representative of the party sending the same and shall be deemed effective when delivered by electronic mail or personally or on the next business day after being sent by a guaranteed

overnight delivery service (such as Federal Express or UPS) or on the third (3rd) day after being sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Licensors: Truist Bank
 Attn: Lease Administration
 101 N. Cherry Street, Suite 710
 Winston-Salem, NC 27101
 Re: Property ID #100838
 Email: RealEstateServices-LeaseAdministration@truist.com

If to Licensee: CAJUN BISTRO CAFÉ & MARKET
 Attn: Sptin Miftari
 5409 Colleyville Blvd,
 Colleyville, TX 76034
 Email: robertmartin0528@gmail.com

Either party may change its address by giving written notice of such change to the other party in the manner provided herein. Until any such written notice is actually received, the most recent address of record shall be deemed to continue in effect for all purposes.

24. No Brokers. Licensors and Licensee represent and warrant to each other that there are no claims for brokerage commissions or finder's fees in connection with the execution of this License. Licensors and Licensee agree to indemnify, defend and hold the other party harmless from and against all liabilities, expenses, fees, commissions and/or costs (including reasonable attorneys' fees) arising from any such claims asserted by anyone claiming by, through or against the indemnifying party.

25. No Partnership. Nothing contained in this License shall be construed as creating a partnership or joint venture between Licensors and Licensee.

26. Authorization. Each party to this License hereby represents that this License has been duly authorized, executed and delivered by all necessary action on behalf of such party, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms.

27. Waiver of Jury Trial. Licensors and Licensee hereby waive, to the extent permitted by law, the right to trial by jury in any action or proceeding or counterclaim between the parties hereto, or their successors or permitted assigns, arising out of or in any way connected with this License or any of its provisions, Licensee's use or occupancy of the Parking Spaces and/or any claim of injury or damage.

28. OFAC Disclosure. Licensee represents and warrants to Licensors (i) that neither Licensee nor any person or entity that directly or indirectly owns any interest in Licensee nor any of its officers, directors or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the U.S. Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) that Licensee's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the Term of this License, Licensee shall comply with the Executive Order and with the Money Laundering Act.

29. Counterparts. This License may be executed in any number of separate counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this License. Signatures to this License (or to any assignment or amendment to this License) transmitted in a commonly accepted electronic format that reproduces an image of the actual executed signature page shall be deemed a binding original and shall have the same legal effect, validity, and enforceability as a manually executed counterpart of the document to the extent and as provided for in the Federal Electronic Signatures in Global and National Commerce Act and the applicable state law based on the Uniform Electronic Transactions Act. In no event shall any party be obligated hereunder unless and until this License has been fully executed and delivered by all parties hereto.

30. Effective Date. "Effective Date" shall mean the last day that this License is executed by both Licensor and Licensee as set forth on the signature page hereof.

31. Time of the Essence. Time shall be of the essence as to all periods and time referred to in this License and all special provisions pertaining thereto, if any.

32. Non-Recording of License. This License shall not be recorded, and any recordation thereof by Licensee shall automatically terminate the License without notice.

33. Automatic Rescission. This Amendment shall be automatically rescinded and shall be null and void in the event this Amendment has not been fully-executed and delivered by all parties hereto within thirty (30) days after the date this Amendment is executed by the first of the parties to execute on the signature page hereof, TIME BEING OF THE ESSENCE.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Licensee and Licensor have executed or caused this License to be executed on their behalf by their duly authorized representatives as of the Effective Date.

LICENSOR:

TRUIST BANK,
a North Carolina banking corporation

By: [Signature]
Name: Ryan Schuetz
Title: Vice President
Date: 5/1/23

LICENSEE:

CAJUN BISTRO CAFE & MARKET

By: [Signature]
Name: Spencer Mifflin
Title: _____
Date: 04/25/2023

ACKNOWLEDGEMENTS

State of

County of Cherokee

This instrument was acknowledged before me on May 1, 2023 (date) by Ryan Schvetz,
Vice President (name of officer), (title of officer) of TRUIST BANK, a North Carolina banking
corporation, on behalf of said corporation.

(Personalized Seal)



Kay Covey
Notary Public's Signature

Exhibit A

Depiction of Licensor's Property and Licensee's Property

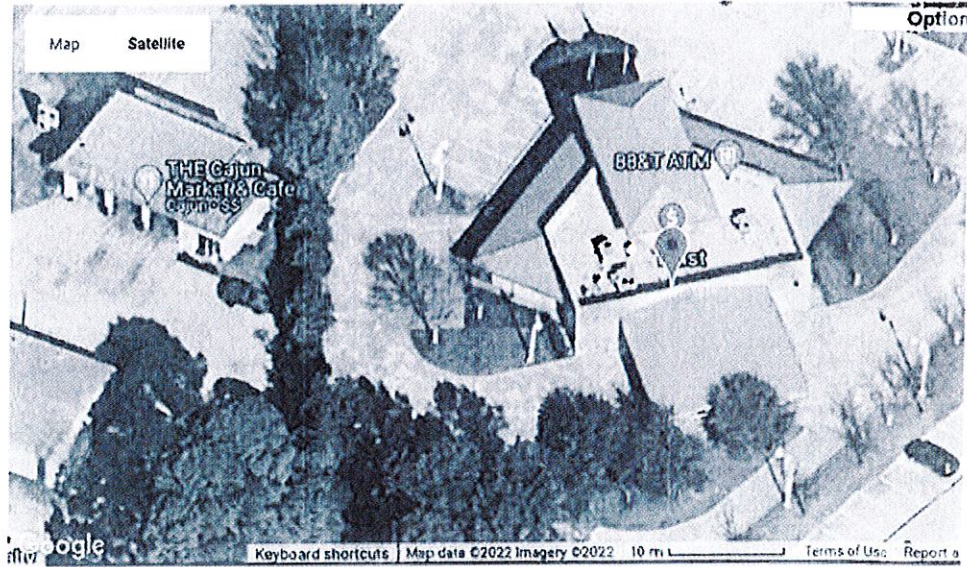
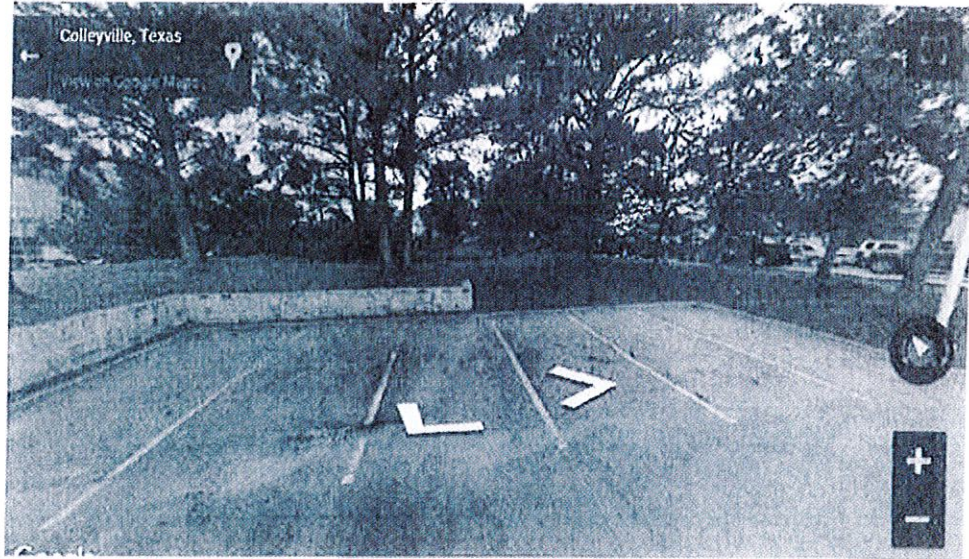


Exhibit B

Parking Spaces

Depiction of 6 of 9 Parking Spaces

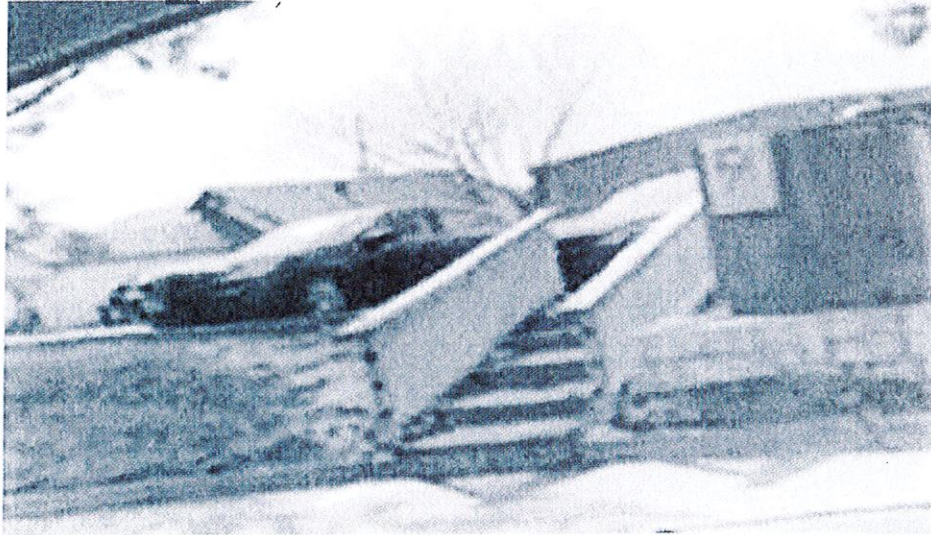


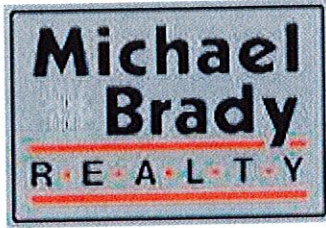
Depiction of 3 of 9 Parking Spaces



Exhibit C

Depiction of the Steps





December 13th, 2022

RE: Overflow parking for The Cajun Bistro Café & Market

This is to confirm that I am allowing overflow parking in our parking lot for the Cajun Bistro Café & Market located next door at 5409 Colleyville Blvd.

We are willing to work with them to help them be successful in their new business.

Seline and Tim are the type of Business owners that Colleyville needs more of.

Please feel free to contact me if you have any questions or concerns.

Thanks,

A handwritten signature in black ink, appearing to read "Michael Brady", with a large, stylized flourish at the end.

Michael Brady, Broker/Owner

OBJECTID	Owner Name
1	EAGLE-COLLEYVILLE TOWNE SQUARE
3	CHARLES & ROB LTD
5	BAJRAM & RUZDI INVESTMENTS LLC
6	DEDIEGO FAMILY TRUST
7	BAJRAM & RUZDI INVESTMENTS LLC
8	R P GANTOS VENTURES LLC
9	JD JUDD REALTY HOLDINGS LLC
10	BRADY, LIBBY W
11	5520 COLLEYVILLE LLC
13	SVAP III TC COLLEYVILLE LLC
14	MDC COAST 7 LLC
15	CHIVAKULA, LAKSHMI
16	FIRST BAPTIST CH COLLEYVILLE
17	GII SHP EBSW DFW LLC
18	LAUKIEN, DIRK D
19	BRANCH BANKING & TRUST CO
20	C & S SKY BLUE CORPORATION
21	HIDDEN OAKS ESTATES
22	GRAPEVINE COLLEYVILLE ISD
23	CAVALIER INVESTMENT COMPANY INC

Owner Address

PO BOX 12670
8235 DOUGLAS AVE STE 815
4701 MILL CREEK RD
4381 MORRIS DR
4701 MILL CREEK RD
7213 COTTONWOOD CT
1109 CHURCH ST
5405 COLLEYVILLE BLVD
1401 FOUNTAIN GROVE PKWY # M117
302 DATURA ST STE 100
11995 EL CAMINO REAL
4104 CHARBRAY CT
5405 PLEASANT RUN RD
707 WESTCHESTER AVE SUITE 401
24 WATERWAY AVE STE 225
PO BOX 167

3051 IRA E WOODS AVE
5829 N MESA ST

Owner City

DALLAS, TX
DALLAS, TX
COLLEYVILLE, TX
SOQUEL, CA
COLLEYVILLE, TX
NORTH RICHLAND HILLS, TX
COLLEYVILLE, TX
COLLEYVILLE, TX
SANTA ROSA, CA
WEST PALM BEACH, FL
SAN DIEGO, CA
CEDAR PARK, TX
COLLEYVILLE, TX
WEST HARRISON, NY
SPRING, TX
WINSTON SALEM, NC

COLLEYVILLE ,TX
GRAPEVINE, TX
EL PASO, TX

Owner Zip	Situs Address
	75225 5600 COLLEYVILLE BLVD
	75225 5601 COLLEYVILLE BLVD
	76034 5311 COLLEYVILLE BLVD
	95073 5510 COLLEYVILLE BLVD
	76034 5309 COLLEYVILLE BLVD
	76182 5413 COLLEYVILLE BLVD
	76034 1109 CHURCH ST
	76034 5401 COLLEYVILLE BLVD
	95403 5520 COLLEYVILLE BLVD
	33401 5605 COLLEYVILLE BLVD
	92130 1221 CHURCH ST
	78613 5601 HIDDEN OAKS DR
	76034 5300 COLLEYVILLE BLVD
	10604 5500 COLLEYVILLE BLVD
	77380 1205 CHURCH ST
	27102 1201 CHURCH ST
	5307 COLLEYVILLE BLVD
	76034 COURTESY NOTICE
	76051 3051 IRA E WOODS AVE
	79912 5501 COLLEYVILLE BLVD



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

The City of Colleyville has scheduled public hearings concerning the below referenced request on the following dates and location:

Planning and Zoning Commission Meeting: Monday, June 12, 2023 at 7:00 p.m.
City Council Meetings: Tuesday, July 6, 2023 & Tuesday, July 18, 2023 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for a reduction in parking. The purpose is to allow for the business, Cajun Bistro Café and Market, to operate as a restaurant.

Zoning Case: ZC23-012

Applicant: Sptim Mifari

Owner: Russel Gantos

Location: 5409 Colleyville Boulevard

Property Description: Lot 1, Block 1, Corley Subdivision

Present Zoning: CC-2 Shopping Center District

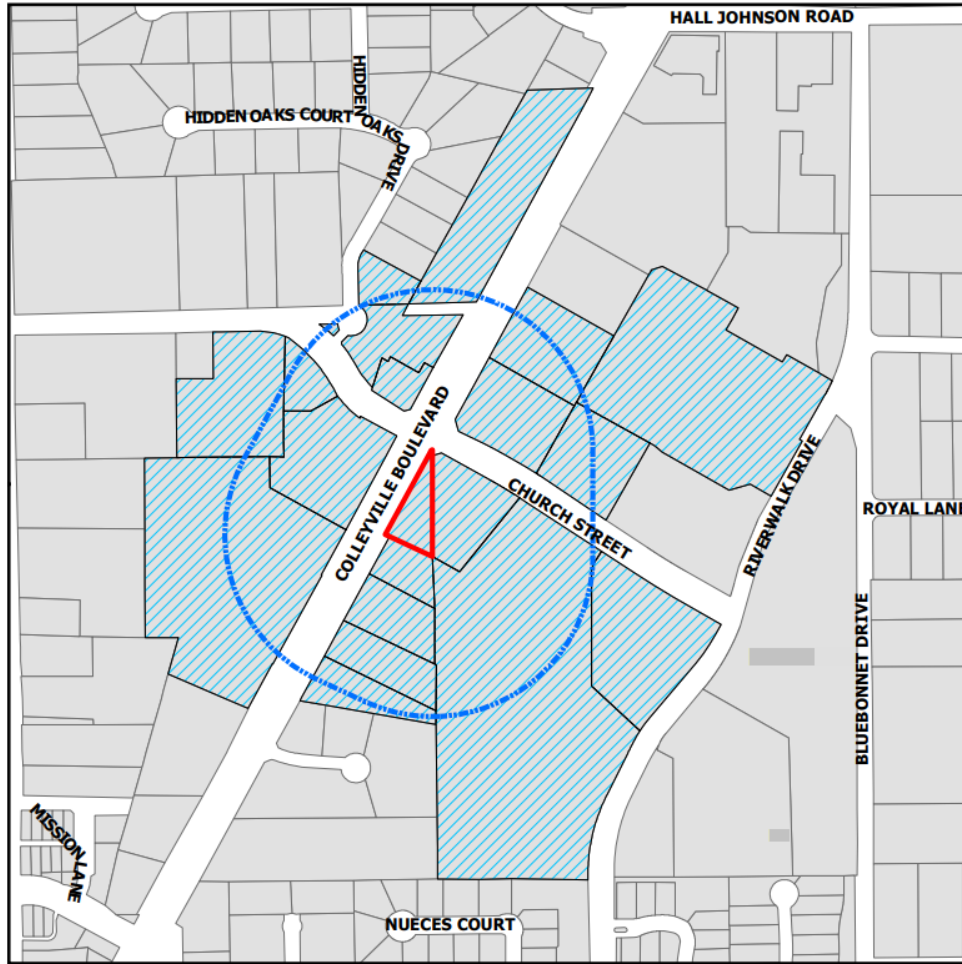
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address below:

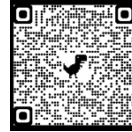
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.

NOTICE OF PUBLIC HEARING



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Agenda Packet and Active Development Case map (please use your phone's camera to scan QR code below):

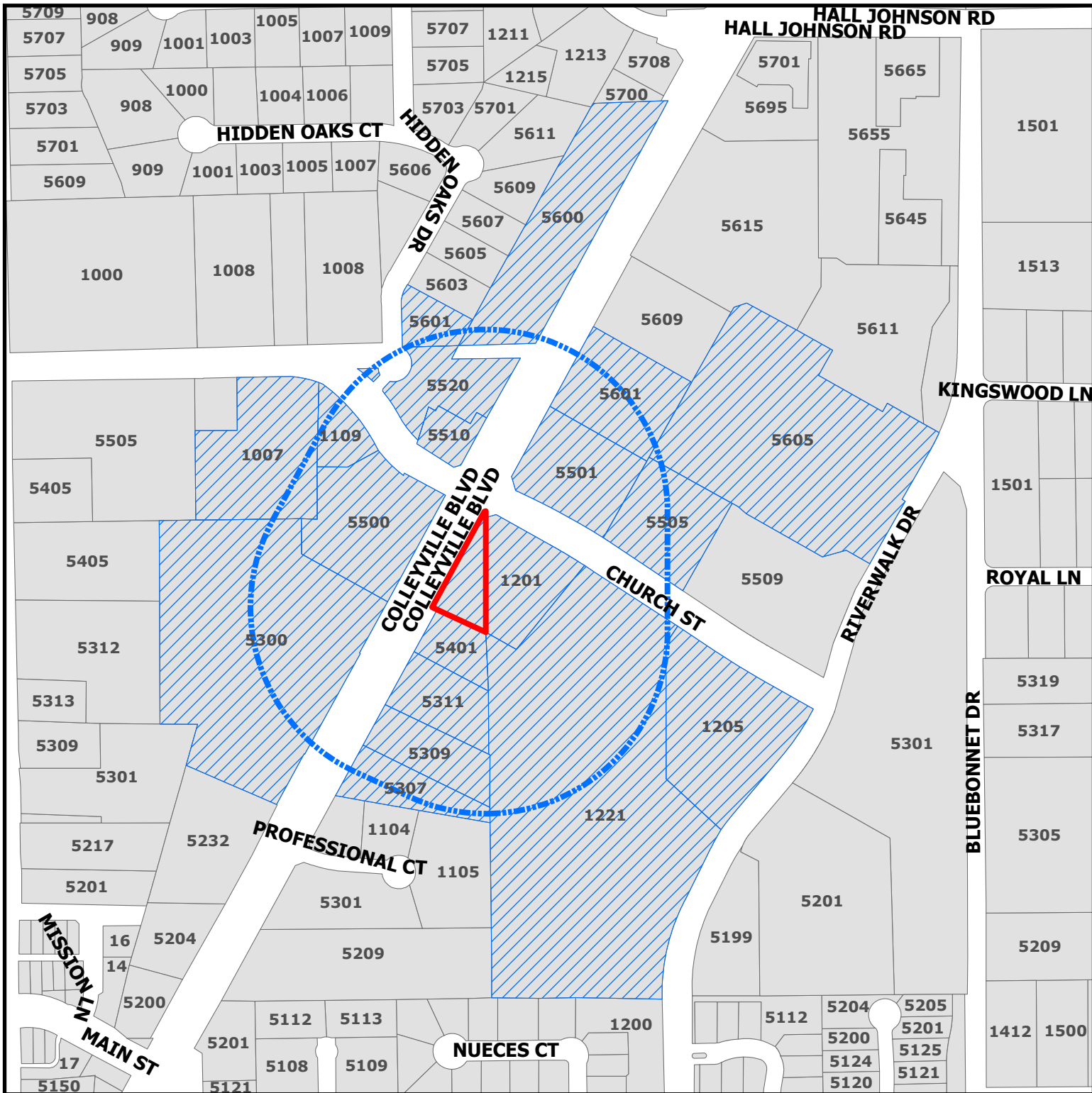


For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

Notification Map



ZC23-012

5409 Colleyville Blvd

DISCLAIMER:

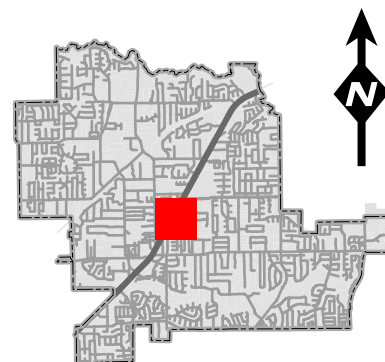
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.



Parcels to be notified



Subject Property



ORDINANCE O-23-XXXX

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 0.609 ACRES, BEING LOT 1, BLOCK 1, OF THE CORLEY SUBDIVISION, LOCATED AT 5409 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT FOR A REDUCTION IN PARKING; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for a reduction in parking for the business known as Cajun Bistro Café & Market, Case No. ZC23-012; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

- Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit for a reduction in parking on 0.609 acres, being Lot 1, Block 1, of the Corley Subdivision, located at 5409 Colleyville Boulevard, for the business known as Cajun Bistro Café & Market as depicted on the attached as Exhibit "A".

Sec. 2. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 3. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall apply to a reduction in parking.
- b. The name of the business authorized for a reduction in parking by this Special Use Permit shall be called "Cajun Bistro Café & Market".
- c. Exhibit C - "Shared Parking Agreements" shall apply. The Special Use Permit shall automatically expire if an agreement is terminated.
- d. The Special Use Permit shall automatically expire upon the abandonment of the business, change in use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- e. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of July 2023.

The second reading and public hearing being conducted on the 18th day of July 2023.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE 18th DAY OF JULY 2023.

Mayor Bobby Lindamood	_____ Mayor Pro Tem Callie Rigney	_____
Place 1, Brandi Elder	_____ Place 4, Ben Graves	_____
Place 2, George Bond	_____ Place 5, Chuck Kelly	_____
Place 3, Scotty Richardson	_____	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map

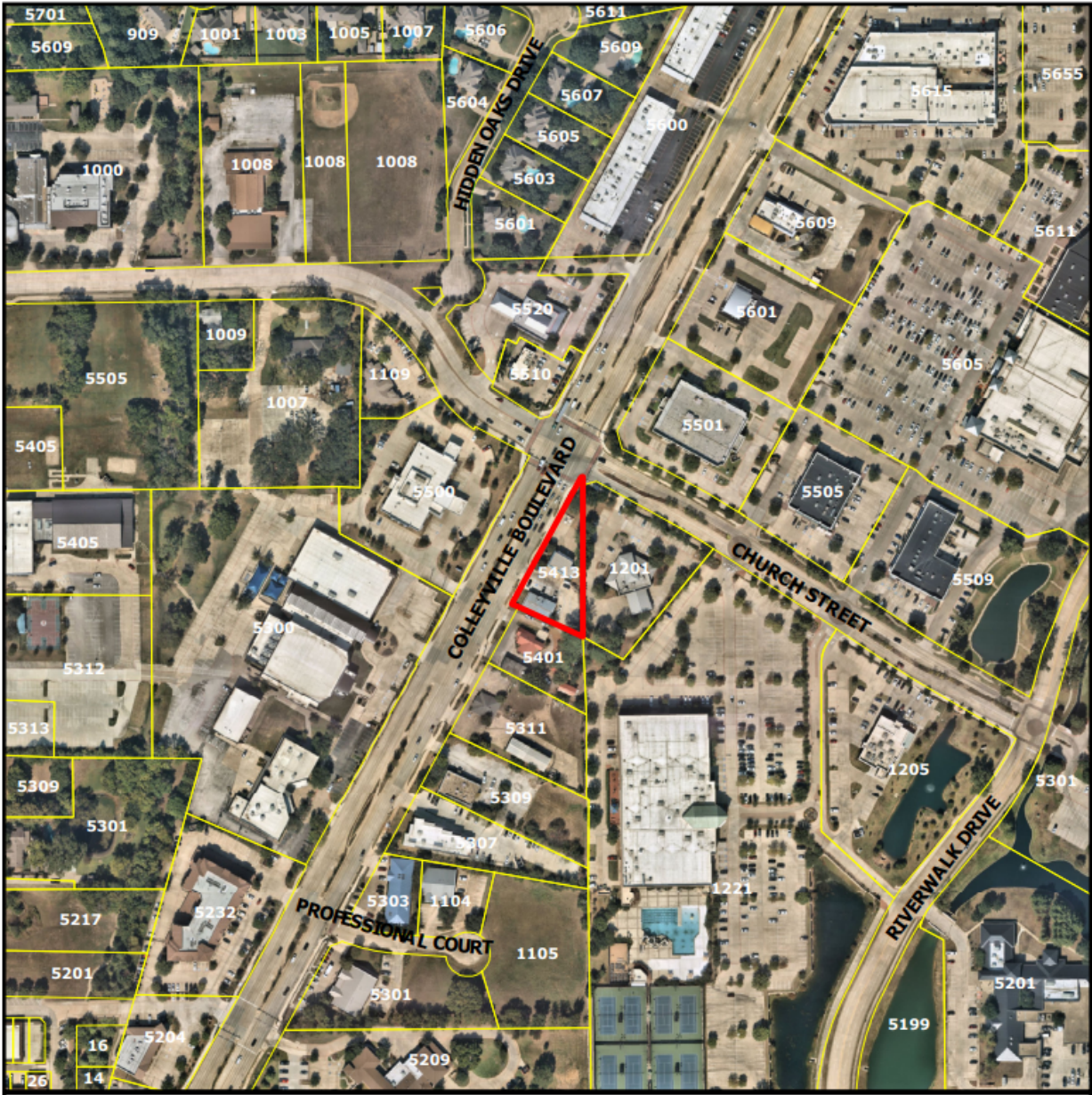
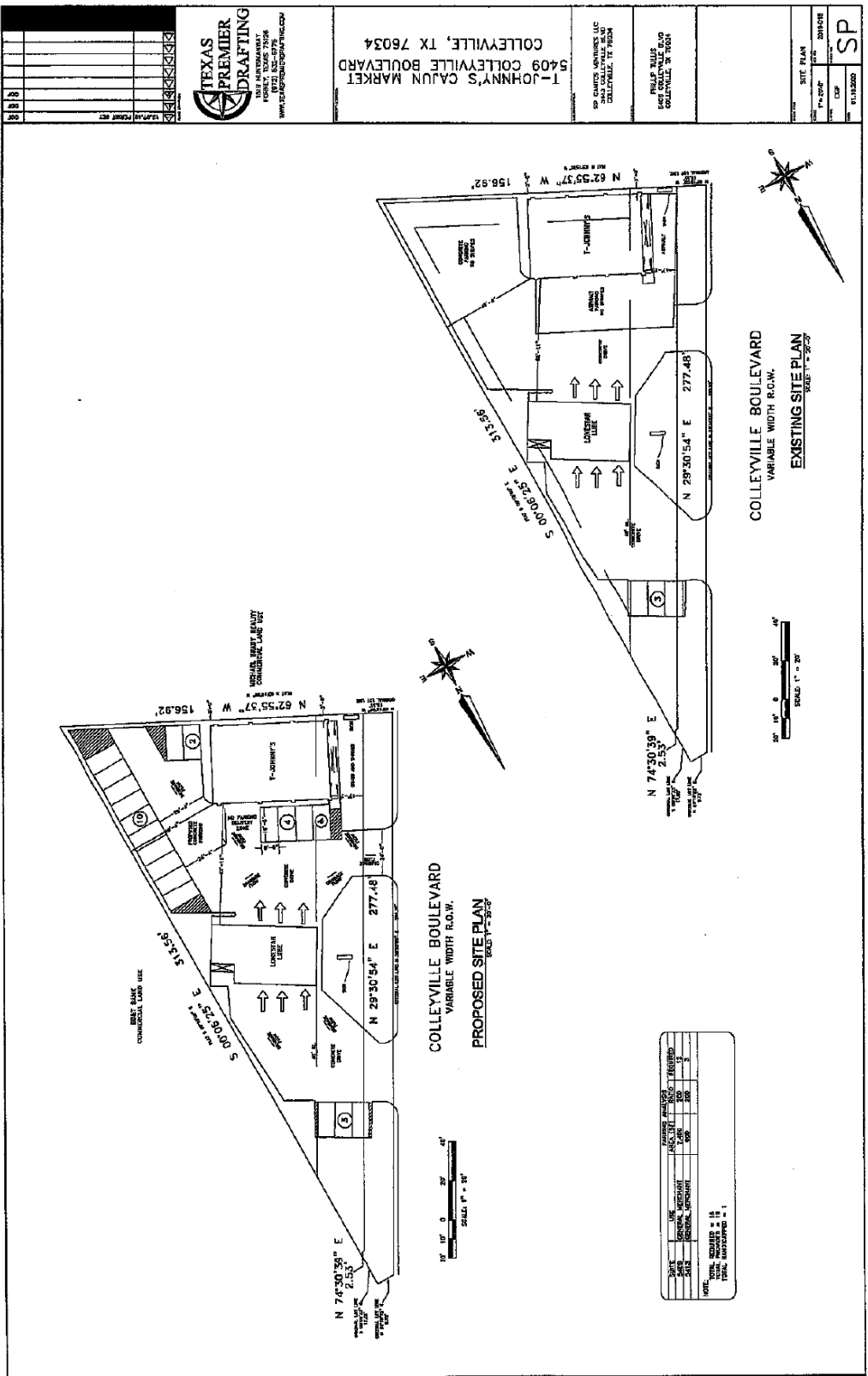


Exhibit "B" – Site Plan



TEXAS PREMIER DRAFTING
 4015 HARTMAN
 FORT WORTH, TEXAS 76104
 WWW.TXPREMIERDRAFTING.COM

T-Johnny's Cajun Market
 5409 COLLEYVILLE BOULEVARD
 COLLEYVILLE, TX 76034

SP: DAVID L. WATKINS, LLC
 5409 COLLEYVILLE BOULEVARD
 COLLEYVILLE, TX 76034

PHILIP TALLER
 5409 COLLEYVILLE BOULEVARD
 COLLEYVILLE, TX 76034

DATE	01/18/2020
BY	SP
FOR	SP
PROJECT	SP
SCALE	1" = 20'

Exhibit "C" – Shared Parking Agreements

Address: 1201 Church Street
Colleyville, TX 76034
Property ID #: 100838

PARKING LICENSE

THIS PARKING LICENSE (this "License"), dated as of the Effective Date (as hereinafter defined) between TRUIST BANK, a North Carolina banking corporation (the "Licensor"), and CAJUN BISTRO CAFÉ & MARKET, a Texas limited liability corporation (the "Licensee"), provides:

RECITALS

WHEREAS, Licensor is the owner of certain property located at 1201 Church Street, Colleyville, Texas (the "Property"), as shown in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Licensee is the owner of certain property located at 5409 Colleyville Boulevard, Colleyville, Texas ("Licensee's Property"), as shown in Exhibit A; and

WHEREAS, Licensee desires to use a portion of Licensee's parking spaces located on the Property and a certain portion of the Property for access to and from the parking spaces for the benefit of Licensee's Property, and Licensor has agreed to license a portion of the parking spaces and the access area, all as more particularly described below.

THAT for and in consideration of the mutual promises and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor hereby agree as follows:

1. Recitals. The Recitals to this License are hereby incorporated by reference.
2. License. Licensor hereby grants to Licensee the revocable, non-exclusive right and license to use up to nine (9) unreserved parking spaces located in the parking lot of the Property, which parking spaces are depicted on Exhibit B, attached hereto and incorporated herein by reference (the "Parking Spaces"), subject to the terms and conditions herein provided. In addition, Licensor hereby grants to Licensee the revocable, non-exclusive right and license to use the area located between the Property and Licensee's Property, where Licensee previously installed steps (the "Steps" for the purpose of ingress and egress to the Parking Spaces, which area is depicted on Exhibit C attached hereto and incorporated herein by reference (the "Steps Improvement Area"), subject to the terms and conditions herein provided. The Parking Spaces and Steps Improvement Area are collectively herein referred to as the "License Area." The License Area is for use by Licensee and its employees, customers and invitees seven (7) days a week, from 6:00 pm to 12 am. (local time), for the purposes set forth in this License.
3. Term. The term (the "Term") of this License shall be for one (1) year commencing on March 20, 2023 (the "Commencement Date") and terminating on March 31, 2024 (the "Expiration Date"), unless earlier terminated or extended as provided herein. The Term shall automatically renew for consecutive one (1) year terms (each a "Renewal Term") unless Licensor or Licensee elects not to renew with written notice to the other party at least sixty (60) days prior the expiration of the then current Term. This License may be terminated by Licensor or Licensee, with or without cause, at any time upon sixty (60) days' prior written notice to the other party and in accordance with the terms and conditions of this License. Upon the termination of this License, and the refunding by Licensor to Licensee of the portion of the License Fee prorated through the date of termination, neither party shall have any further rights or obligations hereunder (except as specifically provided herein) after the termination of this License.

4. Payments.

(a) License Fee. Licensee shall pay to Licensor an annual license fee of \$1,200.00 (the "License Fee") for use of the License Area. The License Fee shall be due and payable in all events, in advance, without notice, deduction, abatement or offset of any amount or for any reason whatsoever, delivered to Licensor simultaneously with Licensee's execution of this License, and thereafter delivered no later than ten (10) days prior to the commencement of any Renewal Term. Payments shall be delivered to Licensor at the address provided in Section 24 below or such other address as Licensor may direct in writing. In the event the License is terminated as provided herein and Licensee is not in default, the License Fee shall be prorated through the date of termination. In the event for any reason whatsoever, any payment of the License Fee is not received by Licensor within five (5) calendar days after the due date thereof, a late fee of five (5%) percent of such payment shall be assessed and payable to Licensor. Licensee's obligation to pay the License Fee for the period prior to the effective date of any termination of this License shall survive the termination of this License. Upon the execution of this License and as an express condition of the effectiveness hereof, Licensor shall provide to Licensee a duly executed Form W-9, in customary form.

(b) Sales and Use Tax. In the event any federal, state or local law requires the payment of a tax or assessment based on the amount of the License Fee to be paid by the Licensee hereunder, or in any other manner subjecting the License Fee to any other form of tax by whatever name it may be designated, such tax shall be the obligation of and shall be paid by the Licensee to the licensor upon receipt of notice from the Licensor that such obligation is due.

5. Use and Occupancy. Licensee shall have the revocable, non-exclusive right and license to use the Parking Spaces for the purpose of parking passenger vehicles such as an automobiles, vans, and light pick-up trucks, and for no other purpose. Licensee shall have the revocable, non-exclusive right and license to use the Steps Improvement Area for the purpose of ingress and egress to the Parking Spaces. Licensee shall not: (i) be permitted to park any automobiles overnight in the Parking Spaces; (ii) use the License Area for any illegal or improper purposes; (iii) use the License Area in violation of any policies of insurance now or hereafter written on the Property in which the License Area is located or which will increase the rate of premium thereof; or (iv) permit any noise, disturbance or nuisance whatsoever in the License Area detrimental to same or annoying to Licensor or the adjoining property owners. If (x) Licensee uses the License Area in contravention of the terms and provisions of this License, (y) Licensee parks in any area on the Property outside of the Parking Spaces at any time, or (z) Licensee breaches the terms of this License, Licensor shall have the right, in its sole discretion, to have any and all vehicles or other personal property located in the License Area or on the Property removed, including without limitation by way of towing, at Licensee's sole cost, risk and expense.

6. Acceptance. Licensee accepts the License Area in its "as is, where is" condition and acknowledges that Licensor has not made and does not make any representations or warranties regarding the condition of the License Area, the parking lot, or their suitability for the permitted purpose hereunder. Further, Licensee acknowledges that (i) no obligation as to the repairing, adding to, or improving said License Area or parking lot has been assumed by Licensor; and (ii) no alteration, improvement or renovation shall be made by Licensee to the License Area.

7. Permitting, Maintenance and Removal.

i. Parking Spaces. Licensor, at its expense, shall maintain and keep in good, sound and clean condition the Parking Spaces and the parking lot during the Term, and will not suffer or permit any strip or waste of the Parking Spaces and the parking lot. Maintenance shall include the pick-up and disposition of all trash and debris of any nature from the parking lot area. Any damages committed by Licensee or Licensee's employees, or invitees shall be reported immediately to Licensor, and Licensor shall

provide its own vendor to correct the damage(s) at Licensee's expense.

ii. Steps Improvement Area. Licensee, at its expense, shall: (i) cause the Steps to be properly permitted no later than sixty (60) days from the Effective Date of this License; (ii) maintain and keep in good, sound and clean condition the Steps Improvement Area including the Steps during the Term; and (iii) promptly remove the Steps upon termination of this License for any reason, as set forth in Section 14 below.

8. Signs. Licensee shall not attach, letter or paint any signs to or upon the License Area without the written consent of Licensor. Licensor, however, reserves the right to attach, letter or paint any sign to or upon the License Area as Licensor sees fit.

9. Insurance. Licensee shall obtain and maintain during the term of this License, at its sole cost and expense, a policy of commercial general liability insurance on an "occurrence basis" against claims for personal injury including bodily injury and death and broad form property damage, operations hazards, and contractual liability in limits not less than Two Million and 00/100 Dollars (\$2,000,000.00) inclusive. The policy shall name Licensor as an additional insured and shall provide that it can only be amended or terminated upon thirty (30) days prior written notice to Licensor. Licensee shall deliver to Licensor an original certificate of insurance evidencing such coverage within two (2) business days following execution of this Agreement. All required insurance policies shall contain language that the insurance policy may not be canceled without thirty (30) days prior written notice to Licensor. Licensee shall deliver to Licensor evidence of such insurance upon the execution of this License and provide Licensor with copies of all renewals thereof at least thirty (30) days prior to the termination of the existing policies. All insurance policies shall be issued by companies licensed to do business and in good standing in the State in which the Property is located.

10. Default. In the event Licensee shall fail to comply with any term, provision or condition of this License and Licensee does not cure such failure to Licensor's satisfaction within twenty-four (24) hours after notice thereof from Licensor, Licensor shall have the right to immediately terminate this License by providing written notice thereof to Licensee. Upon revocation or termination of this License, Licensee, at its sole cost and expense, shall surrender the License Area to Licensor in good and clean condition and order.

11. Indemnification. Licensee shall indemnify, defend and hold Licensor, and its affiliated companies, officers, directors, employees, tenants and agents (the "Indemnified Parties"), harmless from and against any and all claims for liability, costs, claims, losses, injury, death, damages, judgments or expenses (including reasonable attorneys' fees) incurred or suffered by the Indemnified Parties as a result of or in connection with (i) any death, personal injury or property or business damage in, on or about the License Area and the Property, including the building and any improvements located thereon, caused in whole or in part by Licensee, its employees or invitees, (ii) the use of the License Area by Licensee, its employees or invitees, (iii) any default by Licensee under the terms and conditions of this License and (iv) any act or omission of Licensee, its employees or its invitees. This provision shall survive any expiration or termination of this License.

12. Licensor's Liability. Licensor shall not be responsible for any defect or change in the condition of the License Area or the Property, or the failure to make any repairs to the License Area or the Property, or for any resulting damage to person or property occurring in the License Area or on the Property, or the acts or omissions of tenants or licensees on the Property. All personal property of Licensee and its invitees in, on or about the License Area and the Property shall be and remain at Licensee's sole risk and Licensor shall not be liable for damage to any such property as a result of theft or misplacement nor for any death, injury, loss or damage to persons or property occurring in the License Area or in, on or near the Property, the building and improvements thereon.

13. Relocation. Licensor reserves the right to relocate all or any portion of the License Area, if necessary, at any time, in connection with Licensor's operations on the Property.

14. Surrender. Upon revocation or termination of this License, Licensee, at its expense, shall surrender possession of the License Area to Licensor in good and clean condition and order. License shall remove the Steps upon revocation or termination of this License, no later than the last day of the Term or within five (5) days of notice of revocation or termination occurring prior to the expiration of the Term. Any personal property remaining in the License Area after any such revocation or termination shall become the personal property of Licensor, who shall be entitled to remove, tow, sell or otherwise dispose of such personal property.

15. Assignment And Sublicense. Licensee shall not assign, sublicense or otherwise transfer its interests in this License.

16. Attorney's Fees and Costs. If either party is in default under this License necessitating the other party to incur attorney's fees to enforce the terms of this License, the party deemed to be at fault in any court action pertaining to a default under this License shall be liable for and pay the prevailing party in such litigation, all reasonable attorneys' fees and costs incurred by the prevailing party including not only those at the trial court level, but all appellate and post judgment proceedings.

17. Assumption of Risk by Licensee. Licensee assumes all risks of any damage to Licensee's property in connection with this License.

18. Entire Agreement. This License and any exhibits attached hereto set forth the entire agreement between the parties hereto with respect to Licensee's right to use the License Area. There are no promises, agreements or understandings, whether oral or written, between the parties regarding such matters other than as set forth in this License. Any amendment or modification to this License shall not be binding upon either party unless such amendment or modification is reduced to writing and signed by both parties. This License does not create a partnership, agency or joint venture relationship between Licensor and Licensee for any purpose.

19. Captions. The captions of the sections of this License are not part of the context of this License and shall be ignored in construing this License. They are intended only as aids in locating various provisions of this License.

20. Severability. Each provision contained in this License shall be independent and severable from all other provisions hereof and the invalidity of any such provision shall in no way affect the enforceability of the other provisions hereof.

21. Governing Law; Venue. This License shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is located without regard to conflict of laws principles. The venue for any proceeding pertaining to this License shall lie in the County in which the Property is located.

22. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor and Licensee, and their respective legal representatives, successors and assigns, if permitted.

23. Notices. All notices and communications under this License required to be in writing shall be signed by a duly authorized representative of the party sending the same and shall be deemed effective when delivered by electronic mail or personally or on the next business day after being sent by a guaranteed

overnight delivery service (such as Federal Express or UPS) or on the third (3rd) day after being sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Licensor: Truist Bank
 Attn: Lease Administration
 101 N. Cherry Street, Suite 710
 Winston-Salem, NC 27101
 Re: Property ID #100838
 Email: RealEstateServices-LeaseAdministration@truist.com

If to Licensee: CAJUN BISTRO CAFÉ & MARKET
 Attn: Sptin Miftari
 5409 Colleyville Blvd,
 Colleyville, TX 76034
 Email: robertmartin0528@gmail.com

Either party may change its address by giving written notice of such change to the other party in the manner provided herein. Until any such written notice is actually received, the most recent address of record shall be deemed to continue in effect for all purposes.

24. No Brokers. Licensor and Licensee represent and warrant to each other that there are no claims for brokerage commissions or finder's fees in connection with the execution of this License. Licensor and Licensee agree to indemnify, defend and hold the other party harmless from and against all liabilities, expenses, fees, commissions and/or costs (including reasonable attorneys' fees) arising from any such claims asserted by anyone claiming by, through or against the indemnifying party.

25. No Partnership. Nothing contained in this License shall be construed as creating a partnership or joint venture between Licensor and Licensee.

26. Authorization. Each party to this License hereby represents that this License has been duly authorized, executed and delivered by all necessary action on behalf of such party, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms.

27. Waiver of Jury Trial. Licensor and Licensee hereby waive, to the extent permitted by law, the right to trial by jury in any action or proceeding or counterclaim between the parties hereto, or their successors or permitted assigns, arising out of or in any way connected with this License or any of its provisions, Licensee's use or occupancy of the Parking Spaces and/or any claim of injury or damage.

28. OFAC Disclosure. Licensee represents and warrants to Licensor (i) that neither Licensee nor any person or entity that directly or indirectly owns any interest in Licensee nor any of its officers, directors or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the U.S. Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) that Licensee's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the Term of this License, Licensee shall comply with the Executive Order and with the Money Laundering Act.

29. Counterparts. This License may be executed in any number of separate counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this License. Signatures to this License (or to any assignment or amendment to this License) transmitted in a commonly accepted electronic format that reproduces an image of the actual executed signature page shall be deemed a binding original and shall have the same legal effect, validity, and enforceability as a manually executed counterpart of the document to the extent and as provided for in the Federal Electronic Signatures in Global and National Commerce Act and the applicable state law based on the Uniform Electronic Transactions Act. In no event shall any party be obligated hereunder unless and until this License has been fully executed and delivered by all parties hereto.

30. Effective Date. "Effective Date" shall mean the last day that this License is executed by both Licensors and Licensee as set forth on the signature page hereof.

31. Time of the Essence. Time shall be of the essence as to all periods and time referred to in this License and all special provisions pertaining thereto, if any.

32. Non-Recording of License. This License shall not be recorded, and any recordation thereof by Licensee shall automatically terminate the License without notice.

33. Automatic Rescission. This Amendment shall be automatically rescinded and shall be null and void in the event this Amendment has not been fully-executed and delivered by all parties hereto within thirty (30) days after the date this Amendment is executed by the first of the parties to execute on the signature page hereof, TIME BEING OF THE ESSENCE.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Licensee and Licensors have executed or caused this License to be executed on their behalf by their duly authorized representatives as of the Effective Date.

LICENSOR:

TRUIST BANK,
a North Carolina banking corporation

By: [Signature]
Name: Ryan Schuetz
Title: Vice President
Date: 5/1/23

LICENSEE:

CAJUN BISTRO CAFE & MARKET

By: [Signature]
Name: Spina Mifflin
Title:
Date: 04/25/2023

ACKNOWLEDGEMENTS

State of

County of Cherokee

This instrument was acknowledged before me on May 1, 2023 (date) by Ryan Schvertz,
Vice President (name of officer), (title of officer) of **TRUIST BANK**, a North Carolina banking
corporation, on behalf of said corporation.

(Personalized Seal)



Kay Covey
Notary Public's Signature

Exhibit A

Depiction of Licensor's Property and Licensee's Property

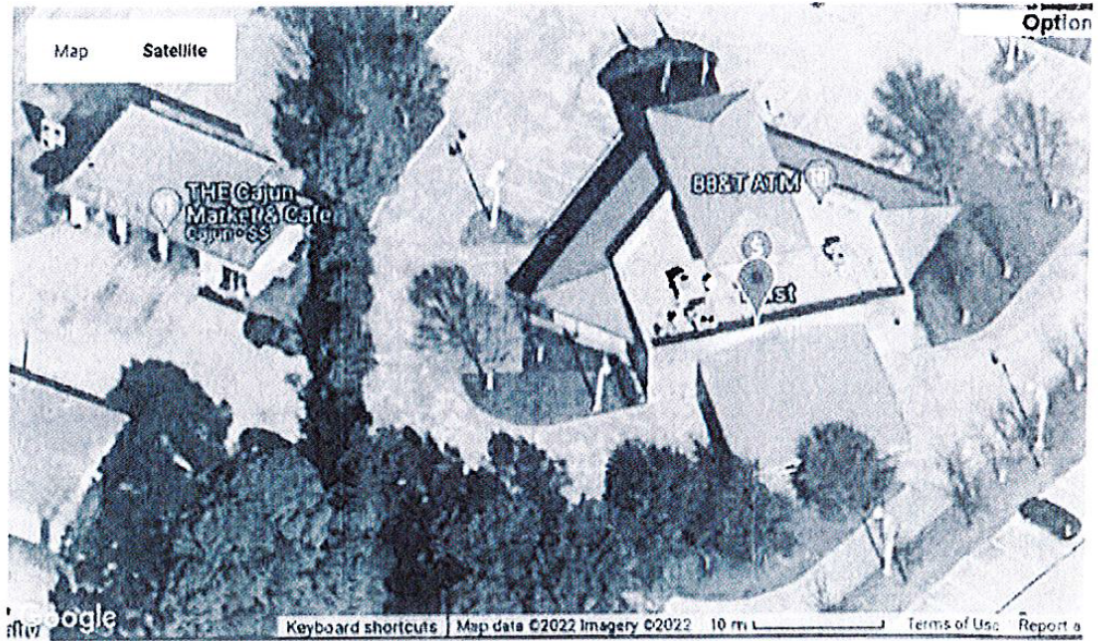
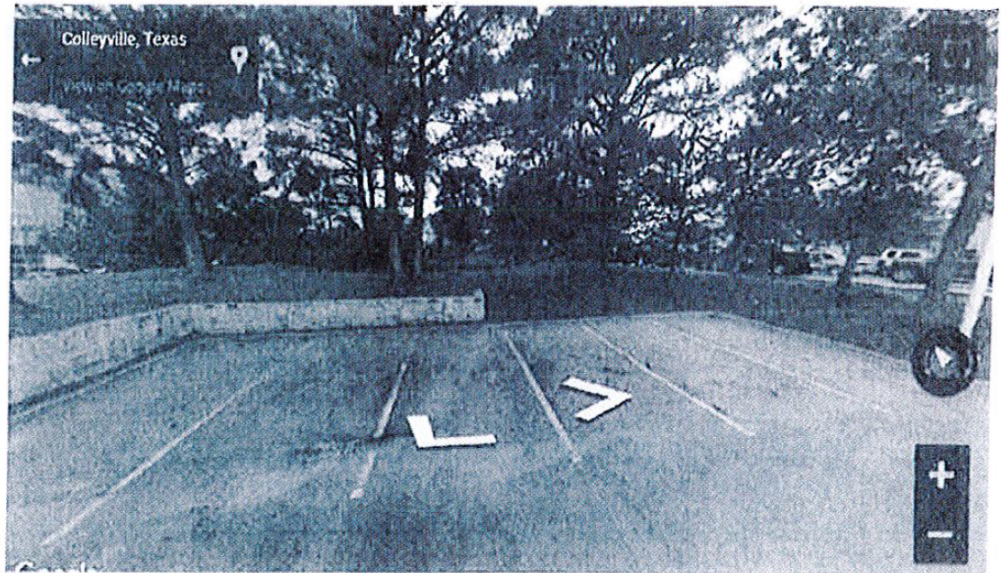


Exhibit B

Parking Spaces

Depiction of 6 of 9 Parking Spaces



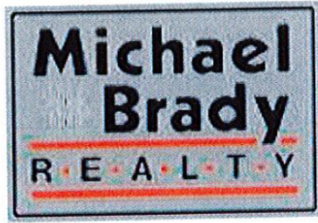
Depiction of 3 of 9 Parking Spaces



Exhibit C

Depiction of the Steps





December 13th, 2022

RE: Overflow parking for The Cajun Bistro Café & Market

This is to confirm that I am allowing overflow parking in our parking lot for the Cajun Bistro Café & Market located next door at 5409 Colleyville Blvd.

We are willing to work with them to help them be successful in their new business.

Seline and Tim are the type of Business owners that Colleyville needs more of.

Please feel free to contact me if you have any questions or concerns.

Thanks,

A handwritten signature in black ink, appearing to read "Michael Brady", with a large, stylized flourish at the end.

Michael Brady, Broker/Owner