

At 2  
86-35-  
CUP

CITY OF ROCKWALL  
205 West Rusk  
Rockwall, Texas

APPLICATION FOR CONDITIONAL USE PERMIT

Case No. P&Z 86-35-CUP Date Submitted 4-18-86  
Filing Fee 55.00  
Applicant DAVIE L. ROTENBERG PIZZA GETTI  
Address 1119 RIDGE RD Phone 722 5835  
Owner \_\_\_\_\_ Tenant  Prospective Purchaser \_\_\_\_\_

Legal description of property for which Conditional Use Permit is requested (if additional space is needed, the description may be typed legibly on a separate sheet and attached hereto):

I hereby request that a Conditional Use Permit be issued for the above described property for:

PRIVATE CLUB

The current zoning on this property is COMMERCIAL. There are/are not deed restrictions pertaining to the intended use of this property.

I have attached hereto as Exhibit A a plat showing the property which is the subject of this requested Conditional Use Permit and have read the following note concerning the importance of my submitting to the City a sufficient legal description.

Signed DAVIE L. ROTENBERG

Note: The legal description is used to publish the notice of the required hearing and in the preparation of the final ordinance granting the Conditional Use Permit. The description must be sufficient so as to allow a qualified surveyor to take the description and locate and mark off the tract on the ground. Each applicant should protect himself by having a surveyor or his attorney approve his legal description. Failure to do so by the applicant may result in delay in passage of the final ordinance or the ordinance being declared invalid at some later date because of an insufficient legal description.

(The following Certificate may be used by the applicant to give notice to the City of the sufficiency of the legal description; however, the same is not a requirement of the Application.)

CERTIFICATE

I hereby certify that I have checked the legal description of the property described in this Application and the same describes the tract of land shown on the Plat attached hereto as "Exhibit A" and said description is sufficient to allow qualified surveyor to locate and mark off said tract on the ground.

\_\_\_\_\_  
Surveyor or Attorney for Applicant  
(Mark out one)

Page 4

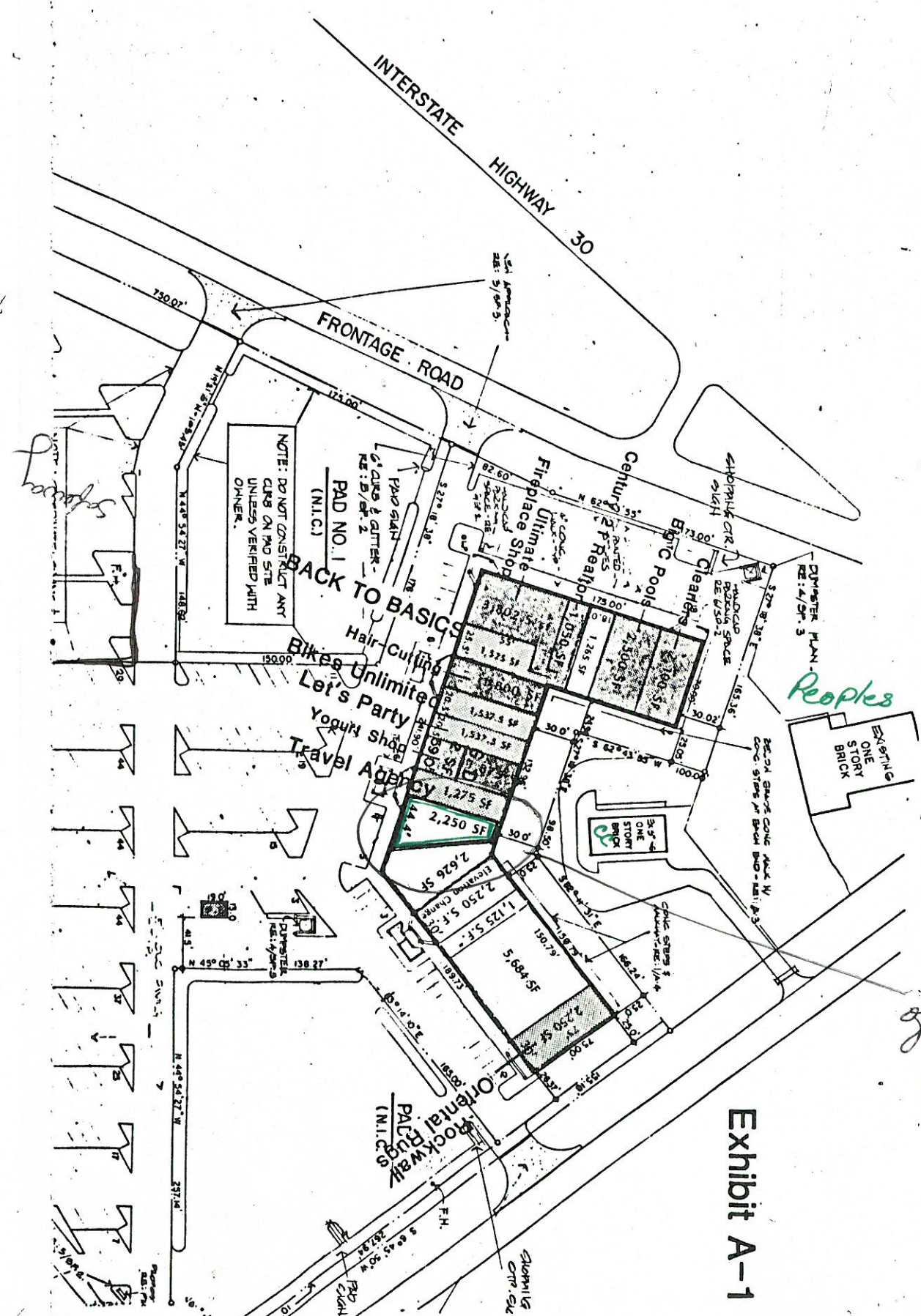
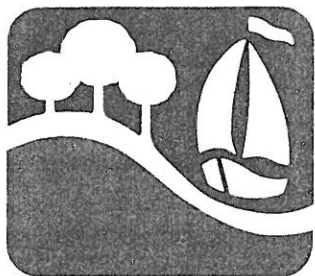


Exhibit A-1

Location of Pizza Getti







**CITY OF ROCKWALL**  
"THE NEW HORIZON"

June 11, 1986

Mr. Davis L. Rotenberry  
Pizza Getti  
1119 Ridge Road  
Rockwall, TX 75087

RE: Case No. P&Z 86-35-CUP - Pizza Getti

Dear Mr. Rotenberry:

On 6-9-86, the Rockwall City Council voted to approve your request for "CUP" Conditional Use Permit for a Private Club as an accessory to a Restaurant, meeting City Regulations for Private Clubs located in Rockwall Village Shopping Center at FM-740 & I-30.

If you should have any questions regarding this matter, please do not hesitate to call.

Sincerely,

Jennifer Jarrett  
Administrative Aide

JJ/ss

cc: Bldg. Insp.  
File

AMENDMENT #1 TO  
SHOPPING CENTER LEASE

THIS AMENDMENT #1 TO SHOPPING CENTER LEASE is entering into this 17 day of April, 1986, by and between CARLISLE PROPERTY COMPANY RETAIL, ("Landlord") and DAVIE L. ROTENBERRY, INDIVIDUALLY D/B/A PIZZA GETTI, ("Tenant");

W I T N E S S E T H :

WHEREAS, Landlord and Tenant entered into a Shopping Center Lease, ("Lease") dated April 14, 1986, pertaining to premises at 561 Interstate 30, Rockwall Village Shopping Center, Rockwall, Texas, as more particularly described in said Lease; and

WHEREAS, Landlord and Tenant desire to amend said Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, it is agreed as follows:

1.

Gross ground floor area of the premises is hereby amended to 2,250 square feet with a frontage of 44.40 feet and a depth of 75 feet. Any references to gross ground floor area, frontage and depth shall be amended to reflect the above stated change.

2.

Annual rent shall be amended to \$27,000.00 annually and monthly rent shall be amended to \$2,250.00. Any references to annual or monthly minimum rent shall be amended to reflect the above stated change.

3.

Security Deposit shall be amended to \$2,250.00. Any reference to Security Deposit shall be amended to reflect this change.

4.

Exhibit "B", Paragraph B. GENERAL SPECIFICATIONS, Subparagraph 2, (d) The aggregate of the said contracts shall not exceed \$27,000.00 without Landlord's written approval.

5.

Exhibit "C", SIGN CRITERIA, Paragraph VI., COST, Tenant's prorated cost of installed, lighted signband shall be revised to \$2,938.20. Any reference to signband cost shall be revised to reflect this change.

6.

ARTICLE 38., SPECIAL PROVISIONS shall be amended as follows:

"This Lease Agreement is contingent upon Tenant's ability to obtain a beer and wine permit from the City of Rockwall by no later than June 8, 1986. In the event Tenant does not obtain said permit by that date, this Lease Agreement shall be considered null and void."

*Page 1*



THIS LEASE is executed in quadruplet effective \_\_\_\_\_, 19\_\_\_\_

between Carlisle Property Company, a Texas corporation, "Landlord", and \_\_\_\_\_  
Retail Davie L. Rotenberry, Individually "Tenant".

1. PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord those certain premises, "Premises", in \_\_\_\_\_  
Rockwall Village "Shopping Center", situated in the City of

Rockwall, County of Rockwall, State of Texas. Shopping Center being a tract of land situated in the James Smith Survey, Abstract No. 200 and the E. P. Gaines Chisum Survey, Abstract No. 64, in the City of Rockwall, Rockwall County, Texas, and being a part of a tract of land conveyed to Earl Hollandsworth from C. B. Mann and wife, by deed dated July 13, 1966, recorded in Volume 76, Page 270 of the Deed Records of Rockwall County, Texas,

and shown on the site plan attached hereto as Exhibit "A" and made a part hereof, for the term, at the rental, and upon all the conditions and agreements set forth herein. The premises shall contain approximately 2,000 square feet of ground ~~2,000~~ floor area and shall have an approximate frontage of 28.426, 07 39 feet and depth of 75 feet; the approximate location of the Premises are shown outlined in red in Exhibit "A" and a more specific identification within the building is outlined in red on Exhibit "A-1" attached hereto and made a part hereof. "Ground ~~ground~~ floor area"; as used in this lease means, with respect to the Premises and with respect to each store area separately leased, the aggregate of (a) the number of square feet of floor space on the ground ~~ground~~ floor level, measured from the exterior face of exterior walls and the center line of party walls, and (b) all outside selling areas used for the sale of merchandise by tenants.

2. TERM

The term of this lease shall commence See Exhibit "B"

and expire five (5) years from that date. Such term is hereinafter referred to as the primary term of this lease.

3. CONDUCT OF BUSINESS BY TENANT

3.01 USE OF PREMISES AND TRADE NAME.

Use of Premises: Italian restaurant serving beer and wine for on premise consumption and offering take-out service, only.

Trade Name: Pizza Getti

Tenant shall use the Premises solely for the above purposes and under the trade name specified and for no other purposes or under any other name whatsoever without the prior written consent of Landlord. Tenant shall continuously and without interruption during the term hereof conduct its business activity in the Premises during all business hours usual for Tenant's type of business, but in any event during those hours established by Landlord for the operation of the Shopping Center unless Tenant is prevented from doing so by strike, fire or other cause beyond Tenant's reasonable control, and except during reasonable periods for repairing, cleaning and decorating the Premises. Tenant shall at all times carry a full and complete stock of merchandise offered for sale at competitive prices and shall maintain an adequate staff. Use of the Premises does not permit the stacking of merchandise or materials against the walls of the building so that pressure or live load will be exerted against the walls, nor the hanging of the equipment from (or otherwise loading) the roof or structural members of the building. Tenant shall not place a "uniform live load" upon any second floor of the Premises exceeding 50 pounds per square foot or a concentrated load of 2000 pounds over a space 2 1/4 feet square.

3.02 OTHER LOCATIONS

Tenant acknowledges that Tenant's monetary contribution to Landlord (in the form of rentals) and Tenant's general contribution to commerce within the Shopping Center (also important in Landlord's determination to execute this lease with Tenant) will be substantially reduced if, during the term of this lease, either Tenant or any person, corporation or entity, directly or indirectly controlling, controlled by or under common control with Tenant, shall directly or indirectly operate, manage, conduct or have any interest in any establishment within commercial proximity of the Shopping Center. Accordingly, Tenant agrees that during the term of this lease neither Tenant nor any person, corporation or entity, directly or indirectly controlling, controlled by or under common control with Tenant (and also, in the event Tenant is a corporation, if any officer or director thereof or shareholder owning more than ten percent of the outstanding stock thereof, or parent, subsidiary or related or affiliated corporation), shall directly or indirectly operate, manage, conduct or have any interest in any similar business within five miles of the Shopping Center, measured from the nearest outside boundary of the Shopping Center, except that any such [n/a] located at [n/a] existing at the date of this lease may continue to be operated, managed, conducted and owned in the same manner as on the date of this lease, provided there is no change in the size or trade name of such commercial establishment. Tenant also agrees that it will not divert elsewhere any trade, commerce or business which ordinarily would



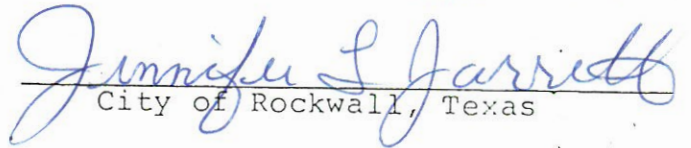


BEFORE THE PLANNING AND ZONING COMMISSION  
CITY OF ROCKWALL, TEXAS

The Planning and Zoning Commission will hold a public hearing at 7:30  
o'clock P. . M. on the 8th day of May, 1986. in  
the Rockwall City Hall, 205 West Rusk Street, Rockwall, Texas, at the re-  
quest of Davie L. Rotenberry  
for a "CUP" Conditional Use Permit for Pizza Getti to allow a Private Club  
meeting City's regulations for private clubs as an accessory to a restaurant.  
on the following described property:

2,250 sq. ft. out of Lot 3, Carlisle Plaza Addition  
(Rockwall Village Shopping Center at FM-740 & I-30)

As an interested property owner, it is important that you attend this hear-  
ing or notify the Commission of your feeling in regard to the matter by re-  
turning the form below. In replying, please refer to Case No. P&Z 86-35-CUP

  
City of Rockwall, Texas

The following form may be filled out and mailed to the City Planning and  
Zoning Commission, 205 West Rusk Street, Rockwall, Texas 75087.

Case NO. P&Z 86-35-CUP

I am in favor of the request for the reasons listed below. \_\_\_\_\_

I am opposed the request for the reasons listed below. \_\_\_\_\_

- 1.
- 2.
- 3.

Signature \_\_\_\_\_

Address \_\_\_\_\_

Check one item PLEASE and return the notice to this office IMMEDIATELY.

Thank you,  
City of Rockwall





✓ notices

Davie L. Rotenberry  
Pizza Getti #6

Safeway Stores, Inc.  
11325 Pegasus  
Suite W141  
Dallas, 75238  
Attn: H, ~~Kod~~ Rhodes

Rockwall Chamber of Commerce  
2808 Lidge Rd.  
Rockwall

Billy Peoples  
Box 35  
Rockwall

Carlisle Property Co.  
90 Real Estate Tax Service  
P.O. Box 832310  
Richardson, 75083-2310



RECEIVED APR 29 1986

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*Jennifer L. Jarrett*  
City of Rockwall, Texas

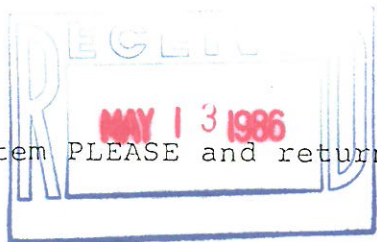
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Case NO. P&Z 86-35-CUP

I am in favor of the request for the reasons listed below.

I am opposed the request for the reasons listed below.

1. *I believe it would contribute to the future growth*
2. *and prosperity of Rockwall. by giving citizens*
3. *more to choose from, more to offer. I believe in it.*



Signature *JLJ*

Address Interstate 30 & FM 740.

Check one item PLEASE and return the notice to this office IMMEDIATELY.

Thank you,  
City of Rockwall

*Pizza Satti*  
*86-35*

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROCKWALL AS HERETOFORE AMENDED SO AS TO GRANT A CONDITIONAL USE PERMIT FOR A PRIVATE CLUB AS AN ACCESSORY TO A GENERAL RESTAURANT ON A TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF ONE THOUSAND DOLLARS (\$1,000.00) FOR EACH OFFENSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Comprehensive Zoning Ordinance of the City of Rockwall should be amended as follows:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rockwall, Texas:

Section 1. That the Comprehensive Zoning Ordinance of the City of Rockwall, as heretofore amended, be the same is hereby amended by amending the zoning map of the City of Rockwall so as to grant a Conditional Use Permit for a private club as an accessory use to a general restaurant on the following described property:

1. 2,250 square feet out of Lot 3, Carlisle Plaza addition (Rockwall Village Shopping Center)

Section 2. That the Conditional Use Permit shall be subject to the following special conditions:

1. There shall be no time limit on the Conditional Use Permit.



2. The private club shall meet all conditions for the issuance of private club permits set by the City Council in Ordinance No. 85-2 and any future Regulatory Ordinances.

Section 3. That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed, and all other ordinances of the City of Rockwall not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4. That the above described tract of land shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Rockwall as heretofore amended, as amended herein by granting of this zoning change, and as may be amended in the future.

Section 5. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of ONE THOUSAND DOLLARS (\$1,000.00) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

Section 6. If any section or provision of this ordinance or the application that section or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance No. 83-23 of the City of Rockwall, Texas, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for the ordinance are declared to be severable.

Section 7. That all ordinances of the City of Rockwall in conflict with the provisions of this be and the same are hereby repealed, and all other ordinances of the City of Rockwall not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 8. That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides.

DULY PASSED AND APPROVED THIS 23rd DAY OF June, 1986.

APPROVED:

  
MAYOR

ATTEST:

BY: Jennifer L. Jarrett

1st Reading 6/16/86

2nd Reading 6/23/86