



City of Denton

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Meeting Agenda Zoning Board of Adjustment

Monday, July 27, 2026

5:30 PM

Council Work Session Room

Regular Meeting - 1 of 2

REGISTRATION GUIDELINES FOR ADDRESSING THE ZONING BOARD OF ADJUSTMENT

Citizens will also be able to participate in the following way (NOTE: Other than public hearings, citizens are only able to comment one time per agenda item; citizens cannot use both methods to comment on a single agenda item. Public comments are not held for work session reports.):

- eComment – On July 21, 2026, the agenda was posted online at <https://tx-denton.civicplus.com/242/Public-Meetings-Agendas>. Once the agenda is posted, a link to make virtual comments using the eComment module will be made available next to the meeting listing on the Upcoming Events Calendar. Within eComment, citizens may indicate support or opposition and submit a brief comment about a specific agenda item. Comments may be submitted up until the start of the meeting at which time the ability to make an eComment will be closed. Similar to when a citizen submits a white card to indicate their position on an item, the eComments will be sent directly to members of the Zoning Board of Adjustment and recorded by the Secretary.

Members review comments received in advance of the meeting and take that public input into consideration prior to voting on an agenda item. The Chair will announce the number of Comment Cards submitted in support or opposition to an item during the public comment period. Comments will not be read during the meeting. The Secretary will reflect the number of comments submitted in favor/opposition to an item, the registrant's name, address, and (summary of) comments within the Minutes of the Meeting, as applicable.

After determining that a quorum is present, the Zoning Board of Adjustment of the City of Denton, Texas will convene in a Regular Meeting on Monday, July 27, 2026, at 5:30 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

1. PLEDGE OF ALLEGIANCE

- A. U.S. Flag
- B. Texas Flag

“Honor the Texas Flag – I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

2. ITEMS FOR CONSIDERATION

- A. [ZBA26-015](#) Consider approval of the minutes of the April 6, 2026 Zoning Board of Adjustment Regular Meeting

Attachments: [April 6, 2026 ZBA Minutes](#)

- B. [ZBA26-012](#) Receive a report and hold a discussion regarding nonconforming rights. The discussion will include but is not limited to the state and local regulations, types of nonconformities,

and processes related to discontinuance.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)

3. PUBLIC HEARINGS

- A. [V26-0007](#) Hold a public hearing and consider approval of a variance from Chapter 33 Signs and Advertising Devices of the Code of Ordinances, specifically Section 33.14.2(c) as it relates to the minimum setback from a side yard property line, to allow for a sign with a side yard setback of approximately 3 feet 7 inches for an existing gas station, located on an approximately 0.23-acre property on the south side of Eagle Drive and approximately 235 feet west of Cleveland Street. (V26-0007, Texaco 525 Eagle Dr, Matt Bodine)

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Staff Analysis](#)
 [Exhibit 3 - Site Location Map](#)
 [Exhibit 4 - Current Zoning Map](#)
 [Exhibit 5 - Project Narrative](#)
 [Exhibit 6 - Property Survey and Sign Location](#)
 [Exhibit 7 - Existing Sign Elevations and Details](#)
 [Exhibit 8 - Photos of Current and Previous Signs](#)
 [Exhibit 9 - Denton County Appraisal District Public Records](#)
 [Exhibit 10 - Sign Code Excerpt](#)

- B. [AA26-0003](#) Hold a public hearing and consider an appeal of an administrative decision regarding the existence of nonconforming rights for the building addressed as 910 North Mayhill Road. The building is one of four structures located on an approximately 3.5-acre property located on the east side of North Mayhill Road, approximately 735 feet north of Russell Newman Boulevard, in the City of Denton, Denton County, Texas. (AA26-0003, 910 N Mayhill Rd, Hayley Zagurski)

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Staff Analysis](#)
 [Exhibit 3 - Location Map](#)
 [Exhibit 4 - Appeal Letter and Application](#)
 [Exhibit 5 - Zoning Verification Determination Request](#)
 [Exhibit 6 - Zoning Verification Director Determination Letter](#)
 [Exhibit 7 - Historic Imagery and Final Utility Bills](#)
 [Exhibit 8 - TLGC Section 211.010 Appeal to Board](#)

4. CONCLUDING ITEMS

A. Under Section 551.042 of the Texas Open Meetings Act, respond to inquiries from the Zoning Board of Adjustment or the public with specific factual information or recitation of policy, or accept a proposal to place the matter on the agenda for an upcoming meeting AND Under Section 551.0415 of the Texas Open Meetings Act, provide reports about items of community interest regarding which no action will be taken, to include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; or an announcement involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

NOTE: The Zoning Board of Adjustment reserves the right to adjourn into a Closed Meeting on any item on its Open Meeting agenda consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law.

CERTIFICATE

I certify that the above notice of meeting was posted on the official website (<https://tx-denton.civicplus.com/242/Public-Meetings-Agendas>) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on July 21, 2026, in advance of the three (3) business day posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

OFFICE OF THE CITY SECRETARY

NOTE: THE CITY OF DENTON'S DESIGNATED PUBLIC MEETING FACILITIES ARE ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY WILL PROVIDE ACCOMMODATION, SUCH AS SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED, IF REQUESTED AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE CITY SECRETARY'S OFFICE AT 940-349-8309 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD) BY CALLING 1-800-RELAY-TX SO THAT REASONABLE ACCOMMODATION CAN BE ARRANGED.

MINUTES
ZONING BOARD OF ADJUSTMENT
April 6, 2026

After determining that a quorum is present, the Zoning Board of Adjustment of the City of Denton, Texas convened in a Special Called Meeting on Monday, April 6, 2026, at 5:56 p.m. in Training Rooms 3, 4, and 5, at the Development Service Center, 401 N. Elm Street, Denton, Texas, at which the following items were be considered:

PRESENT:, Vice-Chair Connor Hall, and Members: Kate Lynass, Liam Gaume-Wakefield, Scout Register, Julie Remski, and Byron Woods

ABSENT: Chair: Jennifer Lane

SPECIAL CALLED MEETING

1. PLEDGE OF ALLEGIANCE

- A. U.S. Flag
- B. Texas Flag

2. WORK SESSION

- A. ZBA26-007: Receive a report and hold a discussion regarding best practices for the Zoning Board of Adjustment's procedures, powers, and duties.

Staff presented the report to the Commission and a discussion followed.

Following discussion, there was no direction provided as the item was for presentation/discussion purposes.

3. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. ZBA26-007: Consider the approval of the December 15, 2025, minutes and March 23, 2026, no quorum minutes.

Member Wakefield moved to approve the minutes as presented. Motion seconded by Member Woods. Motion carried.

AYES (6) Vice-Chair Connor Hall, and Members: Kate Lynass, Liam Gaume-Wakefield, Scout Register, Julie Remski, and Byron Woods

NAYS (0): None

ABSENT FOR VOTE:

B. ZBA26-005 Elect a Chair and Vice-Chair to the Zoning Board of Adjustment.

Member Wood moved to nominate Member Hall as Chair. Motion seconded by Member Wakefield. Motion carried.

AYES (6) Vice-Chair Connor Hall, and Members: Kate Lynass, Liam Gaume-Wakefield, Scout Register, Julie Remski, and Byron Woods

NAYS (0): None

ABSENT FOR VOTE:

Member Wood moved to nominate Member Wakefield as Vice-Chair. Motion seconded by Member Register. Motion carried.

AYES (6) Vice-Chair Connor Hall, and Members: Kate Lynass, Liam Gaume-Wakefield, Scout Register, Julie Remski, and Byron Woods

NAYS (0): None

ABSENT FOR VOTE:

4. PUBLIC HEARINGS

- A. V26-0002a Hold a public hearing and consider approval of a variance from Denton Development Code Subsection 7.9.4B regarding the maximum amount of parking spaces allowed for an automotive fuel sales development located on an approximately 2.73-acre property on the northeast corner of the intersection of Cooper Creek Road and University Drive. (V26-0002, QT-1899 Maximum Parking, Matt Bodine)

Chair Hall opened the public hearing at 6:18 pm.

Matt Bodine presented the item.

Discussion between the board occurred.

The applicant, Tariq Samuels, presented a presentation and answered clarifying questions for the board.

With no member of the public speaking on the matter Chair Hall closed the public hearing at 6:58 pm.

Vice-Chair Wakefield moved to approve the variance with conditions recommended by Staff since all of the criteria in Section 1, above, were found to be present by the ZBA. Motion seconded by Member Lynass. Motion carried.

AYES (6) Chair Connor Hall, Vice-Chair Liam Gaume-Wakefield and Members: Kate Lynass, Scout Register, Julie Remski, and Byron Woods

NAYS (0): None

ABSENT FOR VOTE:

5. CONCLUDING ITEMS

Vice-Chair Wakefield requested staff to include the current land use, current zoning and what the future land use is for variance case brought to the board.

With no further business, the meeting was adjourned at 7:12 p.m.

X

Connor Hally, Zoning Board of Adjustment Chair

Date

X

Cathy Welborn, Administrative Assistant

Date

Minutes approved on: _____



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City Hall
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AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ACM: Kenneth Hedges

DATE: July 27, 2026

SUBJECT

Receive a report and hold a discussion regarding nonconforming rights. The discussion will include but is not limited to the state statutes and local regulations, types of nonconformities, and processes related to discontinuance.

BACKGROUND

Staff will present information related to nonconforming rights. The discussion will include, but is not limited to, how state statutes and City regulations impact property owners' and tenants' ability to continue to use a lot or parcel in a manner which is no longer permitted.

Links to state and local regulations that will be referenced in the presentation are provided below:

- Texas Local Government Code Chapter 211 *Municipal Zoning Authority* (refer to Sec. 211.019): [LOCAL GOVERNMENT CODE CHAPTER 211. MUNICIPAL ZONING AUTHORITY](#)
- Texas Government Code Chapter 43 *Municipal Annexation* (refer to Sec. 43.002); *Ethics*: [LOCAL GOVERNMENT CODE CHAPTER 43. MUNICIPAL ANNEXATION](#)
- Denton Development Code Section 1.5 - Nonconformities: [DENTON DEVELOPMENT CODE SECTION 1.5 - NONCONFORMITIES](#)

EXHIBITS

1. Agenda Information Sheet

Respectfully submitted:
Julie Wyatt, AICP
Principal Planner



City of Denton

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AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ACM: Kenneth Hedges

DATE: July 27, 2026

SUBJECT

Hold a public hearing and consider approval of a variance from Chapter 33 *Signs and Advertising Devices* of the Code of Ordinances, specifically Section 33.14.2(c) as it relates to the minimum setback from a side yard property line, to allow for a sign with a side yard setback of approximately 3 feet 7 inches for an existing gas station, located on an approximately 0.23-acre property on the south side of Eagle Drive and approximately 235 feet west of Cleveland Street. (V26-0007, Texaco 525 Eagle Dr, Matt Bodine)

BACKGROUND

The applicant is requesting a variance from Chapter 33 *Signs and Advertising Devices* of the Code of Ordinances, specifically Section 33.14.2(c) as it relates to the minimum setback from a side yard line (See Exhibit 10).

The 0.23-acre subject property is currently developed for use as an automotive fuel sales development (i.e. gas station) and has frontage on Eagle Drive. The owner removed a legally, nonconforming sign and placed the current sign in approximately the same location without a permit (see Exhibit 8). The current sign does not meet the minimum setback from the side yard property line. Section 33.14.2(c) of the Code of Ordinances requires a minimum setback of 10 feet from the side yard property line (see Exhibit 10). The current sign is setback approximately 3 feet 7 inches from the side yard property line.

To keep the existing sign at its current location, the applicant must obtain a variance from the Zoning Board of Adjustment in accordance with Section 33.6(b) of the Code of Ordinances.

A full Staff Analysis based upon the criteria for approval for a sign variance is provided in Exhibit 2.

OPTIONS

1. Approve as submitted.
2. Approve subject to conditions.
3. Deny with reasons.

RECOMMENDATION

Staff do not find that all the criteria are strictly met; therefore, staff does not recommend approval of the variance. However, staff have no objection should the Zoning Board of Adjustment find that the request meets the spirit and intent of the criteria for approval in the DDC and Chapter 33 of the Code of Ordinances.

PUBLIC OUTREACH:

Public outreach is not required for this variance request.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

No prior action/review.

DEVELOPER ENGAGEMENT

No developer contact and/or meeting disclosures have been provided to staff as of the issuance of this report.

EXHIBITS

1. Agenda Information Sheet
2. Staff Analysis
3. Site Location Map
4. Current Zoning Map
5. Project Narrative
6. Property Survey and Sign Location
7. Existing Sign Elevations and Details
8. Photos of Current and Previous Signs
9. Denton County Appraisal District Public Records
10. Sign Code Excerpt

Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Matt Bodine
Assistant Planner

Planning Staff Analysis

V26-0007 / Texaco 525 Eagle Dr

City Council District #3

REQUEST:

Hold a public hearing and consider approval of a variance from Chapter 33 Signs and Advertising Devices of the Code of Ordinances, specifically Section 33.14.2(c) as it relates to the minimum setback from a side yard property line, to allow for a sign with a side yard setback of approximately 3 feet 7 inches for an existing gas station, located on an approximately 0.23-acre property on the south side of Eagle Drive and approximately 235 feet west of Cleveland Street.

STAFF RECOMMENDATION

Staff do not find that all the criteria are strictly met; therefore, staff does not recommend approval of the variance. However, staff have no objection should the Zoning Board of Adjustment find that the request meets the spirit and intent of the criteria for approval in the DDC and Chapter 33 of the Code of Ordinances.

SITE DATA:

The 0.23-acre subject property is located on the south side of Eagle Drive within the City of Denton. The property was developed in 1975 and has maintained the same layout since then. Its current use is Automotive Fuel Sales (i.e. gas station). The existing site has a drive approach approximately six feet from the side property line and is nearly all paved over, except for the buildings, for vehicle circulation and parking. The owner removed a legally, nonconforming sign and placed the current sign, the subject of this sign variance, in approximately the same location without a permit. The current sign is setback approximately 3 feet 7 inches from the side yard property line.

CONSIDERATIONS:

Section 33.14.2(c) of the Code of Ordinances requires signs be setback a minimum of 10 feet from side yard property lines. The existing sign has a setback of 3 feet 7 inches from the side yard property line. Placing the sign in compliance with the standards would put it in a drive aisle. Due to the existing site layout, there is limited space for the sign to be placed where it would not interfere with vehicle circulation on site.

Per Subsection 33.6(b) of the Code of Ordinances, the Zoning Board of Adjustment is authorized to hear all appeals, variances, and special exceptions in accordance with powers, rules and procedures applicable. Any property owner seeking relief from Chapter 33 of the Code of Ordinances may request a variance when the strict application of the standards would meet the approval criteria listed in Section 33.6(b)(3) and DDC Subsection 2.8.1D. In reviewing a variance application, the Zoning Board of Adjustment shall find that all of the following exist:

- 1. Special circumstances or conditions apply to the parcel for which the variance is sought, which circumstances or conditions are peculiar to such parcel and do not apply generally*

to other parcels in the same district or neighborhood and that said circumstances or conditions are such that the strict application of the provisions of this DDC would deprive the applicant of the reasonable use of such parcel;

The existing drive approach is approximately six feet from the side property line and leads to a drive aisle that runs parallel to the property line at the same distance or closer. Additionally, the rest of the property frontage is paved for use as a drive aisle (see Exhibit 6). These conditions create a situation where the strict application of the Sign Code Ordinance would require the sign be placed in the middle of an existing drive aisle. This would create a safety hazard that may deprive the applicant of the reasonable use of such parcel unless significant site changes were made to the property.

The development pattern of paving nearly the entire site except the structure is a pattern typical of older developments, but it is not necessarily unique to this parcel. However, as properties in the City redevelop, this pattern becomes less prevalent due to current development standards. For example, a new development on the subject property would be required to provide a minimum 20% landscape area onsite, including a 15-foot-wide landscape buffer along the side property line in question where a sign could be placed in and comply with the City's minimum standard.

2. *The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the district or neighborhood in which the parcel is located;*

Granting the variance will not be detrimental to the public welfare. The monument sign complies with current height and size standards. The sign also complies with the setback requirement from the front property line and thus does not obstruct visibility of vehicles entering and exiting the site nor use of the public sidewalk.

3. *The variance granted is the minimum variance that will accomplish this purpose;*

The variance, if granted, is the minimum needed to accomplish its purpose. A side yard setback of 3 feet 7 inches is the minimum needed to ensure the sign is not placed in a drive aisle.

4. *The literal enforcement and strict application of the provisions of the DDC will result in an unnecessary hardship inconsistent with the general provisions and intent of this DDC and that in granting such variance the spirit of the DDC will be preserved and substantial justice done;*

The strict application of the Sign Code Ordinance would result in an unnecessary hardship inconsistent with the general provisions and intent of the City's standards. Per Section

33.14.2(c) of the Code of Ordinance, the monument sign is required to be at least 10 feet from the side yard property line. According to the applicant, compliance with this standard would place the sign in the middle of an existing drive aisle used for entry into and exit from the site and circulation around the gas station canopy (see Exhibit 5). This would create a safety hazard for individuals attempting to navigate the site and a hardship on any owner attempting to use the site. There is no practical alternative location for the sign that would not create a safety hazard, per the applicant, except for the location proposed by this variance. Granting the variance would preserve the spirit of the Sign Code Ordinance and DDC to promote the safety of the City's inhabitants.

5. *The granting of a variance is not solely for the purpose of mitigating a financial hardship; and*

As discussed herein, the granting of the variance is to prevent a safety hazard that would result from the strict enforcement of the City's regulations, and it is not solely for the purpose of mitigating a financial hardship.

6. *The condition or feature that creates the need for the variance did not result from the owner's actions.*

The property's current site layout did not result from the current owner's actions. According to records from the Denton County Appraisal District (see Exhibit 9), the current owner purchased the property in 2025, but the site was developed in 1975. Furthermore, the City has not received permits to modify the location of driveways and vehicle lanes since the adoption of the Sign Code Ordinance in 2014.

The board may grant a variance from a requirement of Chapter 33 if it finds all the following exist:

1. *Due to some unique condition or feature of the property which is not generally common to other properties, literal compliance with the sign regulation would cause unnecessary hardship;*

As discussed in the Criteria above, the proximity of the drive approach and connected drive aisle to the side yard property line causes an unnecessary hardship since literal compliance would create a safety hazard and the current location does not. While this site condition is not unique to this parcel, it is becoming less prevalent as properties redevelop under the current development standards.

2. *The granting of the variance will not violate the spirit or the intent of the ordinance; and*

As discussed in the Criteria above, the granting of the variance is anticipated to maintain the spirit or intent of the ordinance and not violate it.

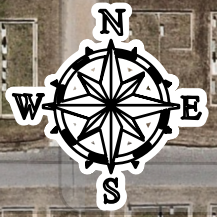
3. *The condition or feature, which creates the need for the variance, did not result from the property owners' acts.*

As discussed in the Criteria above, the development of the site—including the location of the driveways and vehicle lanes—did not result from the current property owner's actions.

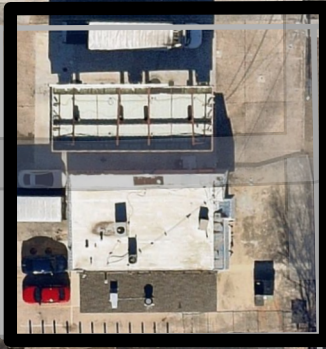
4. *The Board shall not grant a variance to any applicant solely for personal convenience, financial hardship, or other reasons unrelated to the property.*

As discussed in the Criteria above, this variance seeks to prevent a safety hazard associated with conditions of the site and is not solely for personal convenience or financial hardship.

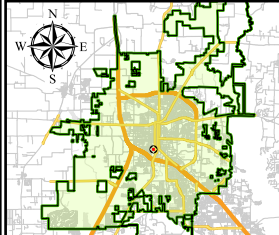
V26-0007 Aerial Site Location



Eagle Dr



-  COD
-  ETJ
-  ETJ 2
-  NAA 8/1/20
-  NAA 8/1/40



0 15 30 60
Feet



"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

V26-0007

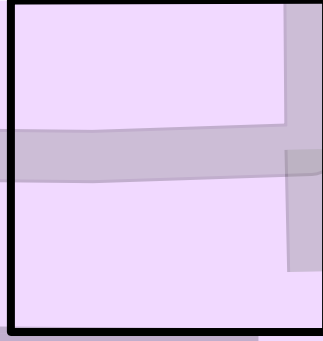
Current Zoning Map



PF

Eagle Dr

MN

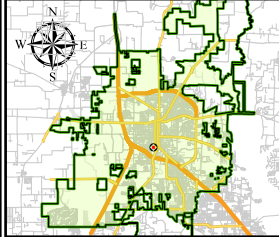


Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential

- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office

- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY



0 15 30 60 Feet



"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

Narrative

We respectfully request approval of a variance from **Code of Ordinances Section 33.14.2.c**, which states that **"Ground and projecting signs shall maintain a minimum setback of ten (10) feet from any side or rear yard property line."**Specifically, we are requesting a variance to allow the existing monument sign to remain **3 feet 7 inches** from the side property line rather than meeting the required **10-foot side-yard setback**.

The variance request is centered on allowing the recently installed monument sign with digital fuel pricing displays at the Texaco location to remain in its current location. According to the survey, the sign is located approximately **15 feet 2 inches** from the street property line and **3 feet 7 inches** from the side property line. The previous 15-foot pole sign was removed, and the new monument sign was installed in the same location as the former sign, maintaining the site's long-established sign location while modernizing its appearance and functionality.

Criteria 1 – Literal compliance would create an unnecessary hardship due to a unique condition of the property.

The existing site layout and configuration create a unique condition that is not generally common to other properties. Because of the property's existing layout, complying with the 10-foot setback requirement would force the monument sign to be relocated into an existing drive aisle. Locating the sign within the drive aisle would reduce maneuvering space, interfere with vehicle circulation, and create a safety hazard for customers, delivery vehicles, and fuel patrons using the site. There is no practical alternative location on the property that would satisfy the required setback while maintaining safe and efficient on-site traffic circulation. Therefore, literal compliance with **Code of Ordinances Section 33.14.2.c** would create an unnecessary hardship unique to this property, and we are requesting a variance to allow the monument sign to remain closer than the required 10-foot side-yard setback.

Criteria 2 – The condition requiring the variance was not created by the current property owner.

The condition creating the need for this variance did not result from any action of the current property owner. The site, including the building, parking layout, drive aisles, and original sign location, was developed prior to the current owner's acquisition of the property. The previous pole sign occupied this same location for many years before being replaced with the new monument sign. The current owner did not alter the established site layout or create the existing constraints that necessitate this variance. Documentation confirming that the current owner did not develop the site can be provided upon request.

The requested variance represents the minimum relief necessary to accommodate the existing site conditions while maintaining the safe and efficient operation of the property. The existing sign location has functioned successfully for many years without creating adverse impacts on neighboring properties or the public. Allowing the monument sign to remain in its current

location preserves safe vehicle circulation, avoids introducing a safety hazard within the drive aisle, and maintains the property's historical development pattern.

Granting the variance will not negatively affect adjacent properties, impair visibility for motorists, create traffic hazards, or alter the character of the surrounding commercial area. Rather, the request simply allows the replacement monument sign to remain in the same established location as its predecessor while accommodating the practical limitations of the site.

For these reasons, we respectfully request your favorable consideration and approval of this variance. We appreciate your time and attention to this matter and are available to provide any additional information that may assist in your review.

Additional Narrative Information

We respectfully request approval of the variance associated with the recently installed monument sign with digital fuel pricing displays at the Texaco location.

The variance request is centered on allowing the monument sign to remain in its current location, which, according to the survey, is approximately 15 feet 2 inches from the street and 3 feet 7 inches from the side property line. The previous 15-foot pole sign was removed, and the new monument sign was installed in the exact same location as the former sign, maintaining the site's long-established placement while modernizing its visibility and functionality.

This enhancement is critical to improving fuel sales and maintaining the station's competitiveness, particularly given the close proximity of QuikTrip, a major competitor located just one block away. The monument sign provides significantly improved visibility, enhances customer awareness of current fuel pricing, and strengthens the station's market presence—all of which are essential for attracting and retaining customers within this highly competitive commercial corridor.

The current placement of the sign does not create any safety concerns, traffic disruptions, or other adverse impacts. Furthermore, the location was not intentionally selected to circumvent setback requirements; rather, the sign was installed in the same location as the previous sign, consistent with the site's established configuration.

Without this improvement, the store's long-term economic sustainability could be adversely affected, potentially leading to business decline and the risk of a vacant commercial property within the city. Approval of this variance will support the continued success and growth of the business while contributing to the economic vitality of the surrounding area by preserving an active and productive commercial property.

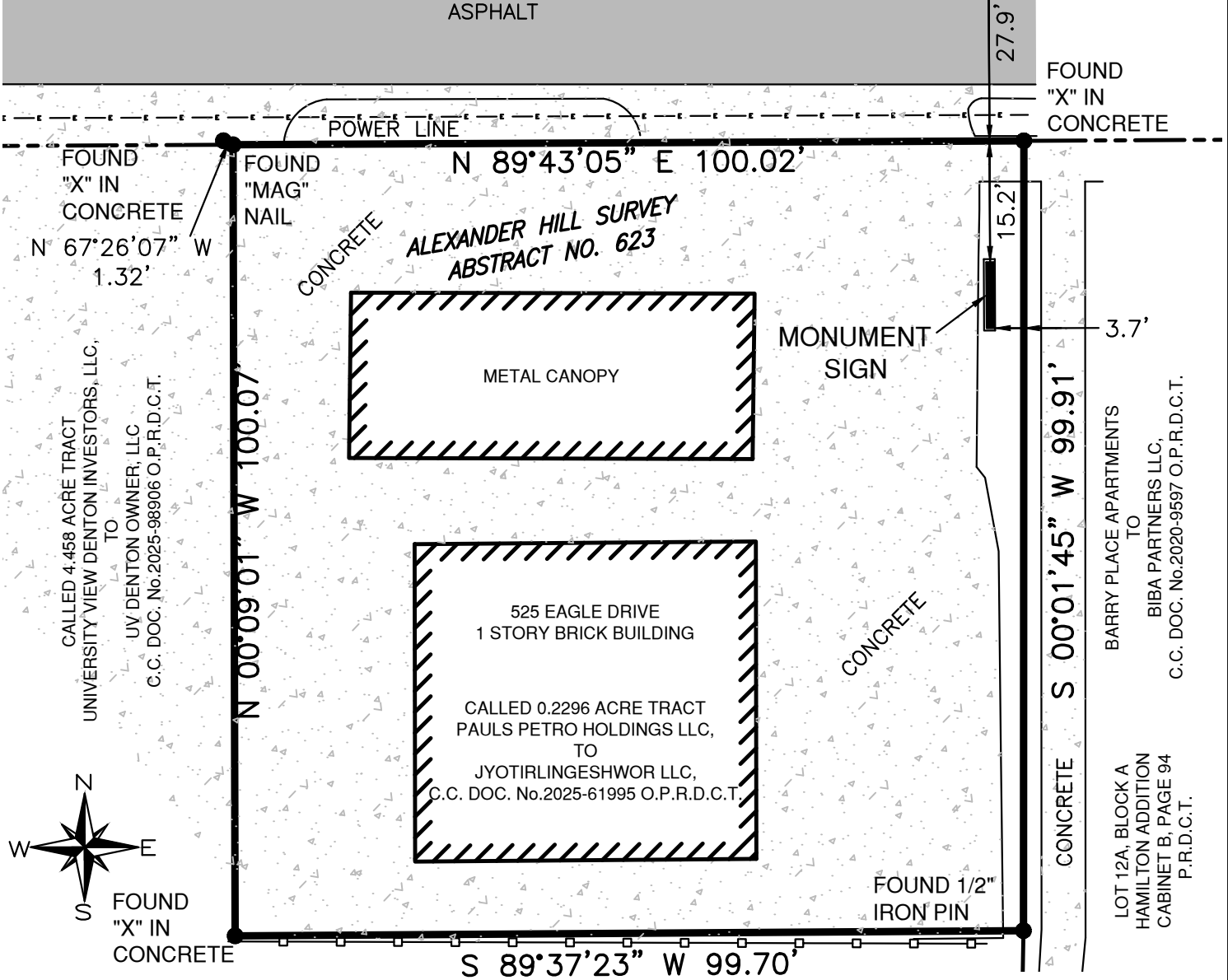
For these reasons, we respectfully request your favorable consideration and approval of this variance. We appreciate your time and attention to this matter and are available to provide any additional information that may assist in your review.

SIGN SURVEY

EAGLE DRIVE

(VARIABLE WIDTH RIGHT-OF-WAY)

ASPHALT



NOTES:

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE SETBACKS OR EASEMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN HEREON.

BEARINGS ARE BASED ON GPS OBSERVATIONS USING TEXAS STATE
PLANE COORDINATE SYSTEM, NAD 83 NORTH CENTRAL TEXAS ZONE.

SURVEYOR'S CERTIFICATE

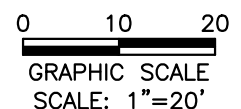
I, BRAD G. SHELTON, DO HEREBY CERTIFY THAT A SURVEY WAS
MADE ON THE GROUND THIS 20th DAY OF APRIL, 2026 OF THE
PROPERTY DESCRIBED HEREON.

BRAD G. SHELTON
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5452



LEGEND

D.R.D.C.T. - DEED RECORDS DENTON COUNTY TEXAS
P.R.D.C.T. - PLAT RECORDS DENTON COUNTY TEXAS
O.P.R.D.C.T. - OFFICIAL PUBLIC RECORDS DENTON COUNTY TEXAS
C.C. DOC No. - COUNTY CLERK DOCUMENT NUMBER
————— - PROPERTY BOUNDARY LINE
————— - ADJOINING PROPERTY LINE
- - - - - CENTERLINE OF RIGHT-OF-WAY
—○—○—○— - FENCE
—■—■—■— - POWER LINE
● - MONUMENT



METROPLEX SURVEYING, INC.

223 W. HICKORY, DENTON, TEXAS 76201

FIRM NO. 10023300 (940)-387-0506

info@metroplexsurveying.com

DWN: BGS CKD: DMS DATE: 04/20/2026 JOB No.:38490



(1 qty) TX45 D/F Center Pole Monument Sign

2023 GRAPHICS (w/82.5)

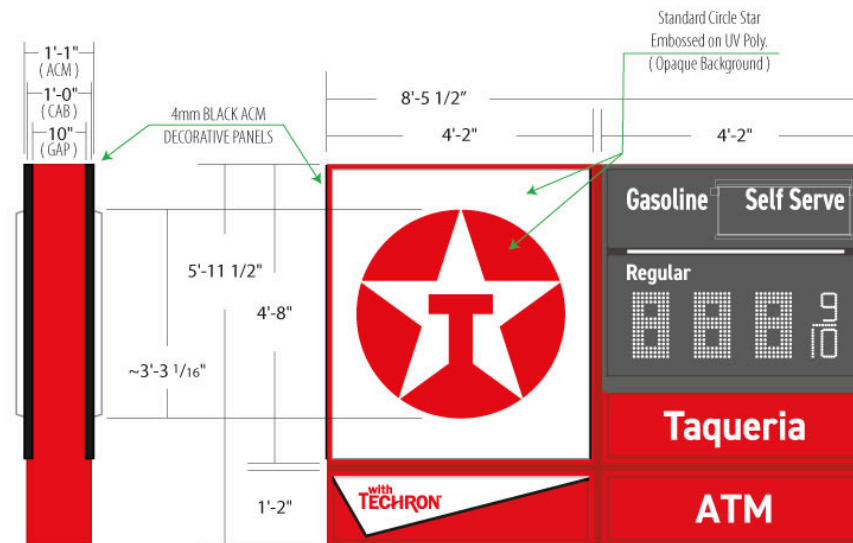
526 Eagle Dr Denton, TX 76201

NOTE: not to scale

Self Serve

9 1/2" x 25"

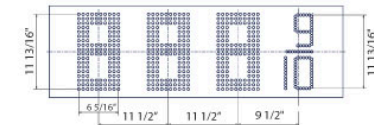
Copy DIN 2014 Narrow Bold
further condensed 85%



12" PWM White SMD
All Copy is DIN 2014 Narrow Bold



12" PWM White SMD



Sketch No.

25-09-910-N-TEX-A1

Customer Signature

Scale: 3/8" = 1' - 0"

Date: 9-5-2025

Dualite Sales & Service, Inc.
WILLIAMSBURG, OHIO • CEDAR HILL, TEXAS

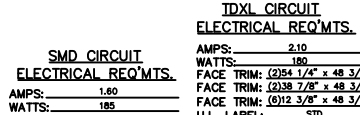
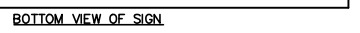
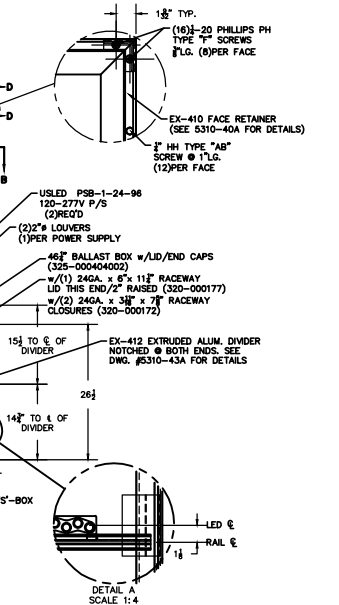
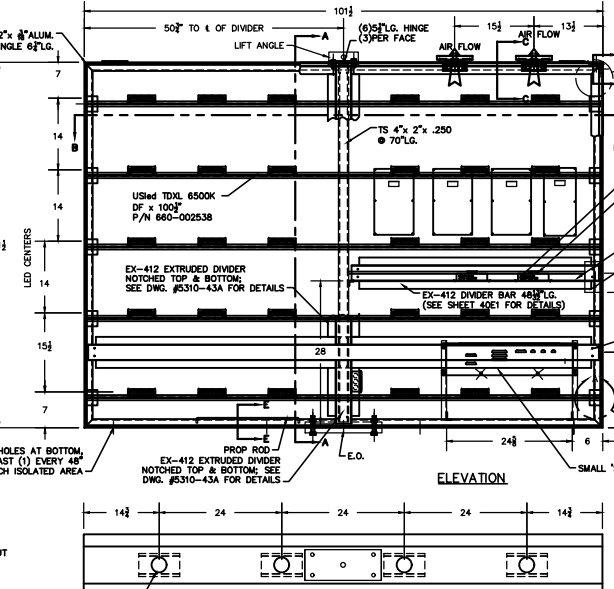
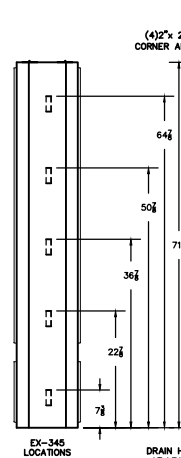
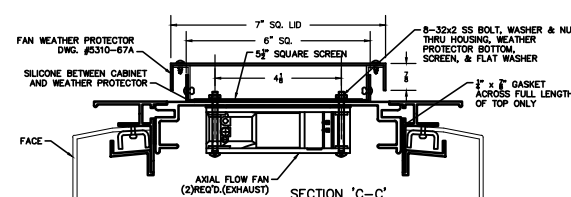
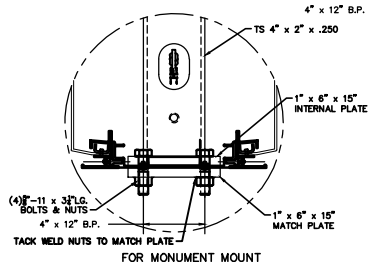
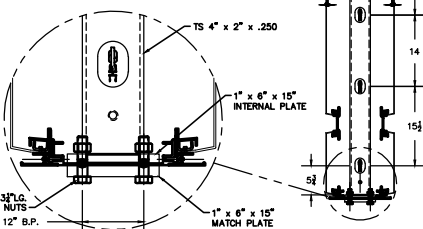
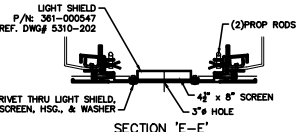
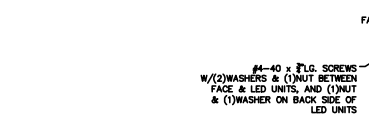
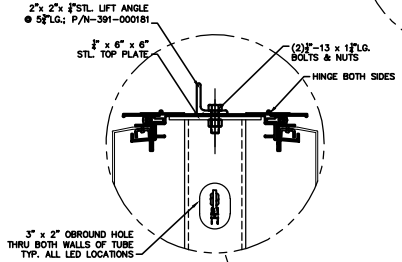
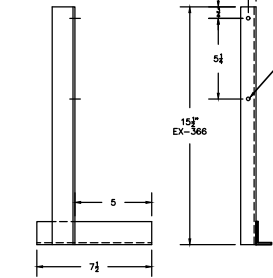
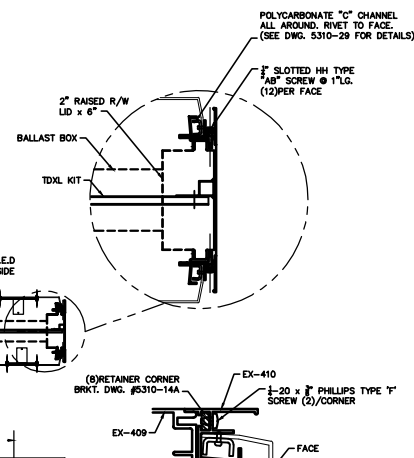
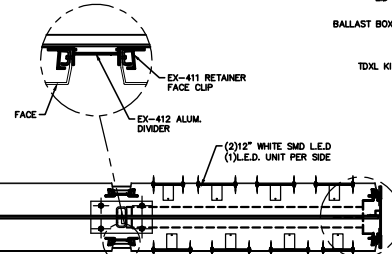
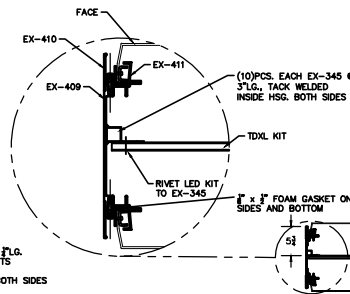
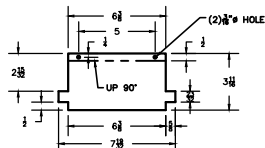
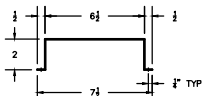
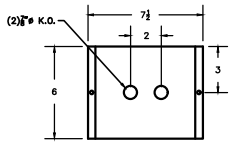
Dualite Sales & Service, Inc.
One Dualite Lane
Williamsburg, Ohio 45176

This design is exclusive property of
Dualite Sales & Service, Inc.
1 Dualite Lane, Williamsburg, OH 45176
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user to liability under the copyright statutes
of the United States.

Note: Dimensions are Approximate
and Subject to Change Pending
Review by Dualite Engineering.

Texaco COLOR SPECS





REVISIONS			DUALITE, INC. - WILLIAMSBURG, OH.	
NO.	CHANGE	DATE	BY	
1	ADDED UTILITY BOX			
2	REVISED PLATE NUMBER			
PREPARED FOR:			SHOP USE ONLY (S-11" x 8" - 1/2")	
Copyright 2002 Dualite Sales & Service, Inc. All Rights Reserved. This drawing was created by Dualite Sales & Service, Inc. and is the property of Dualite Sales & Service, Inc. All rights are reserved. No part of this drawing may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without permission in writing from Dualite Sales & Service, Inc.				
MODEL/CHEVRON C-45 DF/CP (5)FACE/1/6 PRICER W/TDL 6500				
SCALE: 1" = 1'-0"			CHECKED BY:	
DATE: 06/31/2020			DRAWN BY: CD	
SHEET NO. 1 OF 1			DRAWING NO. 83A	

910-50012158





RAPIDO

E-Z CH DRIVE THRU

ICE
ICE

433
2471
433

1/2 CUP
1/4 CUP

GENERAL INFO

ACCOUNT

Property ID: 36410
Geographic ID: A0623A-000-0222-0000
Type: R
Zoning:
Agent:
Legal Description: A0623A A. HILL, TR 222, .2295 ACRES, OLD DCAD TR 121A
Property Use: RE025

OWNER

Name: JYOTIRLINGESHWOR LLC
Secondary Name:
Mailing Address: 1913 Highland Dr Bedford TX 76021-6146
Owner ID: 1905211
% Ownership: 100.000000
Exemptions:

LOCATION

Address: 525 EAGLE DR, DENTON TX 76201-6720
Market Area:
Market Area CD: RE25G01G4
Map ID: COMMERCIAL

PROTEST

Protest Status:
Informal Date:
Formal Date:

VALUES

CURRENT VALUES

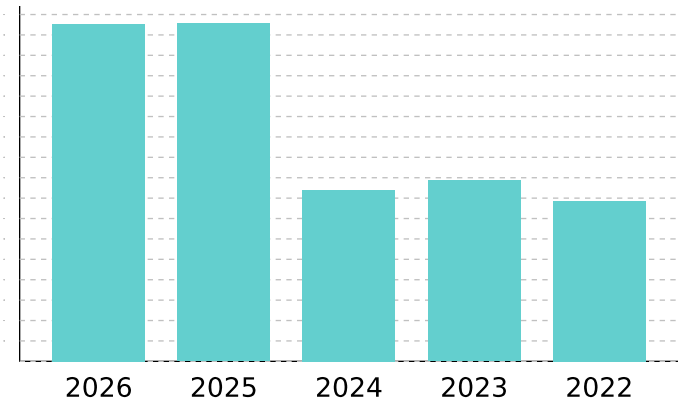
Land Homesite: \$0
Land Non-Homesite: \$100,000
Special Use Land Market: \$0
Total Land: \$100,000

Improvement Homesite: \$0
Improvement Non-Homesite: \$313,589
Total Improvement: \$313,589

Market: \$413,589
Special Use Exclusion (-): \$0
Appraised: \$413,589
Value Limitation Adjustment (-): \$0

Net Appraised: \$413,589

VALUE HISTORY



VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2026	\$100,000	\$313,589	\$0	\$413,589	\$0	\$413,589
2025	\$100,000	\$313,937	\$0	\$413,937	\$0	\$413,937
2024	\$100,000	\$110,150	\$0	\$210,150	\$0	\$210,150
2023	\$100,000	\$121,617	\$0	\$221,617	\$0	\$221,617
2022	\$100,000	\$96,817	\$0	\$196,817	\$0	\$196,817

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
C05	DENTON CITY OF	0.595420	\$413,589	\$413,589
G01	DENTON COUNTY	0.185938	\$413,589	\$413,589
S05	DENTON ISD	1.206900	\$413,589	\$413,589

IMPROVEMENT

Improvement #1: **Commercial** Improvement Value: **\$297,578** Main Area: **1,516**
State Code: **F1** Description: **RETAIL GROCERY** Gross Building Area: **2,516**

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
C-MA	Main Area Comm	D		1	2010	1975	1,516
C-CAN	Canopy Comm	D		1	2010	1975	1,000

Improvement Features

C-MA Sprinkler System: NONE

C-CAN Sprinkler System: NONE

Improvement #2: **Commercial** Improvement Value: **\$16,011** Main Area: **0**
State Code: **F1** Description: **CONCRETE** Gross Building Area: **7,496**

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
C-PAV	Paving Comm	PAV		1	2010	1975	7,496

Improvement Features

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
6	COMMERCIAL	0.2295	10,000	\$10.00	\$100,000	\$0

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
6/3/25	SWD	SPECIAL WD WITH	PAULS PETRO HOLDINGS LLC	JYOTIRLINGESHWOR LLC				2025-61995
8/30/23	SW	SPECIAL WD	7-ELEVEN INC	PAULS PETRO HOLDINGS LLC				2023-96917
9/14/20	SW	SPECIAL WD	ZB EAGLE PARTNERS LTD P/S	7-ELEVEN INC				2020-144794
6/11/93	WD	WARRANTY DEED	MARCO ENT INC	ZB EAGLE PARTNERS LTD P/S				93-0036884
6/11/93	WD	WARRANTY DEED	MARTIN, CECIL F	MARCO ENT INC				93-0036883

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
	CONV	CONVERSION	MARTIN EAGLE OIL	MARTIN, CECIL F & BETTYE		1619	299	
	CONV	CONVERSION	MARTIN, CECIL F & BETTYE	MARTIN, CECIL F		1619	299	

3. For any premises which has frontage on a primary arterial street and has more than one (1) tenant or occupant in separate offices, rooms, or buildings, the effective area of one (1) ground sign, if used to advertise more than one (1) tenant or occupant, may be increased above sixty (60) square feet by one-half (0.5) square foot for each foot of frontage on the primary arterial, but not in excess of one hundred fifty (150) square feet.

C. Setbacks. Ground and projecting signs shall maintain a minimum setback of twenty (20) feet from the curbline of any public street and a minimum setback of ten (10) feet from any side or rear yard property line, except as follows:

1. A ground sign may make use of a supporting structure for a ground sign that was lawfully erected on or before February 21, 1989, without regard to the side and rear yard setbacks specified herein, if the sign so placed would not violate any other provision of this Chapter.

2. On properties fronting primary arterials, the minimum setback of twenty (20) feet for ground signs may be reduced up to a minimum of fifteen (15) feet from any curbline, if the height of the sign is no higher than the setback (*i.e.*, setback = eighteen (18) feet, height = eighteen (18) feet or less).

D. Number. Only one (1) on-premise ground sign which is not a temporary sign shall be located on any one premise, except as follows:

1. Any premise which has street frontage on more than one (1) freeway, arterial or collector street, may locate one (1) on-premise ground sign in the defined front yard of each arterial or collector street, provided that neither sign is located within that area that includes the overlapping front yards of both streets.

2. Any premise which has more than five hundred (500) feet of street frontage on a freeway, arterial or collector street may make use of one (1) additional on-premise ground sign for each additional five hundred (500) feet of frontage, or fraction thereof, if each additional sign permitted is located more than sixty (60) feet from another permitted ground sign on the same premise. The distance between the signs shall be measured along the curbline, from and between the two (2) points on the curbline which are nearest the two (2) signs.

E. Spacing Requirements.

1. Off Premises Signs. No off-premises ground sign shall be located within one thousand five hundred (1,500) feet of another off premises ground sign on the same side of a public street. The measurement shall be between the two (2) points on the curblines which are closest to the respective signs, along and parallel to the curbline and across any intervening street intersections.



City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ACM: Kenneth Hedges

DATE: July 27, 2026

SUBJECT

Hold a public hearing and consider an appeal of an administrative decision regarding the existence of nonconforming rights for the building addressed as 910 North Mayhill Road. The building is one of four structures located on an approximately 3.5-acre property located on the east side of North Mayhill Road, approximately 735 feet north of Russell Newman Boulevard, in the City of Denton, Denton County, Texas. (AA26-0003, 910 N Mayhill Rd, Hayley Zagurski)

BACKGROUND

The appellant and property owner, Pascal Mike Aghyarian of 24K Holdings, LLC, submitted a Zoning Verification Letter – Determination of Nonconforming Rights application on May 12, 2026 seeking confirmation of nonconforming rights to use the building addressed as 910 N Mayhill Rd (hereafter, “the subject building”) for a variety of commercial and light industrial uses that would fall into the defined land use categories of Outdoor Storage; Warehouse and Wholesale Facility; Low-Impact Manufacturing; and Administrative, Professional, and Government Office under the Denton Development Code (DDC). The subject building is one of four approximately 1,200-square foot buildings located on the approximately 3.5-acre subject property commonly known as 870, 890, 910, and 936 N Mayhill Rd (see Exhibit 3). Although there are four buildings on the property, the initial Zoning Verification Letter request, and therefore this appeal, are strictly related to the subject building addressed as 910 N Mayhill Rd. Subsection 1.5.3A.2 of the DDC specifies that nonconforming uses shall not be extended beyond the building the use operates within; therefore, a new Zoning Verification Letter request would be needed with additional documentation provided by the property owner in order for a determination to be made regarding the existence of nonconforming rights for each of the other three buildings.

The property is zoned Rural Residential (RR) District, which does not permit any of the land uses listed above. Based on information provided by the owner with their Zoning Verification Letter request (see Exhibit 5) and based on staff’s independent research, the Director determined that no nonconforming rights to continue to use the property for any of the above-listed uses exist for the subject building due to no use having been legally permitted within the subject building since at least 2021 (see Exhibit 6, the “Director Determination” for additional details). The appellant submitted an initial letter in appeal of the Director’s Determination on May 29, 2016, which was followed by submitting a complete Appeal of an Administrative Decision application and with supplemental information on June 16, 2026, which is all provided as Exhibit 4. Once an appeal application is submitted, the Zoning Board of Adjustment is required to hold a public hearing to hear the facts of the case and then hold a subsequent meeting to decide the appeal outcome, both within 60 days of the appeal being filed. Refer to Exhibit 8 for additional information.

Background information regarding the property's development, annexation, and zoning history is provided below.

Property and Zoning History

Denton County Appraisal District records and aerial imagery (Exhibit 7) indicate that the subject building (910 N Mayhill Rd) as well as the building to the south (890 N Mayhill Rd) were built in approximately 2009. The two northern buildings (870 and 936 N Mayhill Rd) were constructed in approximately 2010. At that time the property was located in the City of Denton's Extraterritorial Jurisdiction (ETJ). The City of Denton does not have zoning and land use authority in the ETJ and therefore does not have records related to construction or use of the buildings during this timeframe.

The property was annexed into the City's corporate limits in April of 2013 (ordinance 2013-097). At that time the property was assigned the placeholder zoning designation of Rural Residential (RD-5x). Under the 2002 version of the DDC that was in effect at the time, properties with the RD-5x placeholder designation followed the use and dimensional standards of the Rural Residential (RD-5) zoning district until such time as a property owner brought forward an application to establish an initial zoning designation for their property. However, in accordance with Texas Local Government Code (TLGC) Section 43.002, the 2002 DDC contained provisions that allowed any legal use of land that was in existence in the ETJ prior to annexation, that had been in regular and continuous use, and that did not conform to the RD-5 regulations to be deemed nonconforming and allowed to continue in accordance with those limitations. No records were provided with the Zoning Verification Letter application (Exhibit 5) or located in City records to determine what use was occurring within the subject building or on the rest of the subject property at the time of annexation. Although Aerial imagery from January and September of 2013, discussed in the Director's Determination, shows vehicular activity in the front yard of the property and materials storage and trailers in the rear yards of 890 and 910 N. Mayhill Rd.; this does not – by itself – show the existence of an established Outdoor Storage; Warehouse and Wholesale Facility; Low-Impact Manufacturing; and Administrative, Professional, and Government Office use. Therefore, City Staff cannot determine what land use(s) the City may have been obligated to allow to continue at that time.

With the adoption of the 2019 version of the DDC, the subject property's zoning transitioned to Rural Residential (RR) District, which had similar use and dimensional standards to the previous RD-5x designation. The 2019 DDC also contained provisions regarding the continuation of nonconforming rights in Section 1.5, which were applied as part of the Zoning Verification Letter process in order to determine if a nonconforming use had been legally established and had been in continuous use on the property such that it would be allowed to legally continue (Exhibit 6, the "Director Determination").

The current owner (the appellant) purchased the property in 2021. The application letter provided with the Zoning Verification Letter application (Exhibit 5, the "Determination Request") indicates that a company by the name of Esparza Custom Cabinets was operating in the buildings addressed as 890 and 920 N Mayhill Road at the time of property purchase and that this company began occupying the subject building at 910 N Mayhill Road in 2023. Based on the Determination Request, the cabinet company was the last occupant and user of the subject building, having vacated the subject building in January of 2026. The Determination Request includes a copy of a commercial lease with a term of January 1 through December 31, 2020 for Esparza Custom Cabinets to occupy the buildings at 890 and 920 N Mayhill Road, but not further evidence was provided or located to show that this business occupied those buildings or the subject building after the end of the lease term in 2020.

Staff's research regarding the use of the subject building prior to and since annexation is detailed in the Director Determination, Exhibit 6. Since annexation, no applications have been submitted to rezone the property to a district that would permit the variety of uses the appellant asserts have been occurring on the property and which are desired to continue occurring on the property. It is also important to note that since the property's annexation in 2013 no applications for Certificates of Occupancy (CO) have been sought for

the subject building. City records indicate one CO has been issued to a building on the overall subject property since annexation, which was for an auction company to occupy the building addressed as 936 N Mayhill Road in 2023, after the current owner/appellant purchased the property.

In accordance with Section 111 of the 2021 International Building Code (IBC), which has been adopted by the City of Denton as the official building code, a CO is required for any new business, a change in use, a change in business name, or a change in ownership for any building to be legally used or occupied within the City of Denton. Although Denton County does not have the legislative authority to adopt commercial building codes or issue COs so no CO would have been required at the time of building construction, all previously adopted versions of the IBC that have been in place since the property was annexed into the City in 2013 have also required COs be obtained for a business to legally begin operating or when changes in name or ownership occur. Thus, in order for any of the businesses noted in the Zoning Verification Application (Exhibit 5) to have been legally established on the subject property or within the subject building in the past thirteen years, a CO application would have been required to be applied for by the business owner and issued by the City of Denton. Regardless of the use history of the building and whether nonconforming rights existed, a CO would not have been able to be issued for the subject building without utility services to the building, and as noted in Exhibit 6, the City's utility records indicate service to the subject building has not been active since 2021.

Staff's analysis regarding how the nonconforming rights determination was made and considerations related to the appeal are provided as Exhibit 2.

OPTIONS

No action is required at this first meeting. A decision on this matter is scheduled to be issued at the next ZBA meeting on July 27, 2026 in accordance with TLGC Section 211.010.

PUBLIC OUTREACH:

The appellant/property owner was notified of the hearing date and time by email on June 30, 2026 and by certified United States mail sent to all associated addresses on June 30, 2026. No further public notification is required for an appeal of an administrative decision hearing.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

EXHIBITS

1. Agenda Information Sheet
2. Staff Analysis
3. Location Map
4. Appeal Letter and Application
5. Zoning Verification Determination Request
6. Zoning Verification Director Determination Letter
7. Historic Imagery and Final Utility Bills
8. TLGC Section 211.010 Appeal to Board

Respectfully submitted and prepared by:
Hayley Zagurski, AICP
Planning Director

Staff Analysis

AA26-0003/910 N Mayhill Rd

REQUEST:

Appeal of an administrative decision regarding the existence of nonconforming rights for the building addressed as 910 N Mayhill Rd.

ANALYSIS:

Pursuant to DDC Subsection 1.5.2B, the burden of establishing the existence of a nonconformity shall be solely on the owner of the property containing the nonconformity. The owner is required to utilize the Zoning Verification Letter process in DDC Subsection 2.5.4 to establish the existence of nonconforming rights. Per Subsection 2.5.4, the Director shall issue a Zoning Verification Letter after examination of the City's zoning map and records for the property, and the applicant may appeal the findings of a Zoning Verification Letter to the Zoning Board of Adjustment.

In this case, the property owner submitted a Zoning Verification Letter – Determination of Nonconforming Rights and included with the application a variety of materials that are provided as Exhibit 5. As detailed in the Agenda Information Sheet, the Zoning Verification Letter application was specific to the building addressed as 910 N. Mayhill Road, which is one of four approximately 1,200-square foot buildings located on the approximately 3.5-acre subject property commonly known as 870, 890, 910, and 936 N Mayhill Rd (see Exhibit 3). The provided records showed that the property was purchased by the current owner in 2021, that the buildings at 890 and 920 N Mayhill were leased by Esparza Custom Cabinets in 2020, and that the entire property listed for lease in 2024. Various Google Street View images from 2013 through 2024 were provided. It should be noted that the various supporting documents provided with the application do not provide evidence, outside of their Zoning Verification Request letter, regarding the occupancy of the subject building by Esparza Custom Cabinets, the company which the owner asserts used the subject building from 2023 to January 2026. Furthermore, Staff did not find within the application materials any evidence that the subject building had been utilized legally or even associated with a specific use or business at all since prior to or since annexation in 2013.

Although the DDC places the onus for proving that nonconforming rights exist solely on the property owner, in an effort to provide good customer service Staff conducted additional research as described in Exhibit 6 using all available historical imagery, Certificate of Occupancy (CO) records, utility service records, and Denton County Appraisal District records to attempt to establish further use history of the subject building before and after the property's annexation. Staff does not deny that aerial and Google street view imagery reflects activity occurring around the subject building at various times prior to and since annexation. However, no records or evidence other than the Zoning Verification Request (and later the "Affidavit of Mike Aghyarian" executed on June 22, 2026 and included in Applicant's supplement to their Appeal of Administrative Decision, See Exhibit 4) were provided or located to substantiate this activity was related to a cabinet maker or similar contractor-related business that occurred at the subject building; vehicle parking activity could be related to the other three buildings on the subject property, for example. This led the Director to conclude that due to a lack of COs being obtained and due to utilities to the subject building having been cut off and not reestablished since 2021, the subject building had not been in legal use since at least 2021 but possibly since its annexation in 2013.

DDC Subsection 1.5.2F specifies that when a nonconforming use is discontinued for one year or more all nonconforming rights cease and the property must be used in nonconformance with the applicable zoning unless an owner requests a delay in the determination of discontinuance, which

can grant up to one additional year for a legally nonconforming use to be reestablished. As described in Exhibit 1 and provided in Exhibits 4 and 5 in the owner's letters, the owner claims a cabinet maker used and occupied the subject building from 2023 to 2026. The owner claims that this was a continuation of a series of similar uses that had occurred on the broader property since before it was annexed into the City in 2013 and that nonconforming rights therefore exist and have not been discontinued for more than one year since the cabinet maker vacated the subject building in January of 2026.

However, the International Building Code (IBC), International Plumbing Code (IPC), International Mechanical Code (IMC), and National Electric Code (NEC) have all been adopted by the City establish minimum standards for sanitation facilities, ventilation, and lighting within any building intended for human occupancy, even if the building is a storage occupancy. Therefore, with no electric, water, or sewer service to the building since 2021, even if the cabinet maker used the building only as a warehouse storage space it could not have obtained a CO to legally occupy the subject building. As noted above and described in Exhibits 1 and 6, the City's records indicate no COs have been sought or issued for the subject building since its 2013 annexation. Therefore, it is staff's determination that even if the cabinet maker's use of the subject building from 2023 to January of 2026 did occur as the owner claims, it was not legal due to the lack of CO and utility service to the building during that time and therefore the owner does not have the rights associated with a legally nonconforming use that could enable the same use or any of the other requested non-permitted uses to be established within the subject building.

It should be noted that Section 43.002 of the Texas Local Government Code obligates a city to allow uses that were legally established in a city's extraterritorial jurisdiction (ETJ) to continue following annexation. In this case, no records were provided by the applicant or located in Staff's research to determine what use(s) may have been occurring within the subject building prior to annexation in 2013. While aerial imagery shows outdoor storage activities were present at times, there is no evidence of what use may have occurred within the subject building or other buildings on site. Furthermore, the applicant has not asserted a chain of uses between annexation and when Esparza Custom Cabinets is purported to have leased the subject building in 2023. Therefore, there is no way for Staff to reasonably conclude what use (if any) the City was obligated to allow to have continued from prior to the property's annexation.

Section 211.019 of the Texas Local Government Code requires a municipality to allow a person using their property in a manner that is nonconforming following the adoption of or change in a zoning regulation to continue to use the property in the same manner. This Section further specifies that the regulations in the Section no longer apply after a nonconforming use has been *intentionally* abandoned for at least 6 months. Staff recognizes that the affidavit provided as part of the Appeal Application (Exhibit 4) alleges that the appellant has not *intended* to abandon the nonconforming use of the subject building; however, as detailed above, Staff has not been provided nor been able to locate evidence to demonstrate that there was ever a legally established nonconforming use of the building to which this provision of state law would apply.

REQUESTED RELIEF:

1. Affirm the Director's Decision: If the Board reaches the same conclusion as the Director and opts to affirm the Director's determination, then the owner may either use the subject building for a use that is permitted within the Rural Residential (RR) zoning district or apply to change the zoning of the property to a district that permits the desired mix of uses
2. Affirm the Director's Decision in Part: If the Board reaches a different conclusion and finds that there are nonconforming rights, Staff requests that the Board specify which use they determine has legal nonconforming rights to continue since the owner's original Zoning

Verification Letter application requested the right to establish a variety of non-permitted uses in the subject building. In accordance with DDC Subsection 1.5.3B, a nonconforming use may only be changed to another nonconforming use if the Director determines that the new use would create lesser impacts to surrounding properties and is no more intensive than the use it would replace, and once this change occurs the use of the building may not be changed back to the more nonconforming use.

3. Grant the Appellant's Requested Alternative Relief: If the Board finds there are nonconforming rights but that the use of the subject building has been discontinued for less than one (1) year, then, in addition to option 2 above, the appellant has requested a delay of the discontinued status be granted for one (1) year in accordance with DDC Section 1.5.2(F) since the property has been actively marketed for at least six (6) months during the previous year. Staff has no objection to this delay being granted if the Board finds there are nonconforming rights, but Staff would request that the Board specify which use has nonconforming rights to continue as detailed above in item 2.

CONSIDERATIONS:

In considering an appeal, the Denton Development Code (DDC) Section 2.8.3D states that the Board of Adjustment shall consider the approval criteria applicable to all applications in DDC Section 2.4.5 and the criteria detailed as items 2 and 3 below:

1. General approval criteria

Section 2.4.5E of the DDC outlines 13 criteria for approval that are intended to be broadly applied to all applications unless otherwise specified for a specific application type. These include whether the application complies with other application-specific criteria for approval (see items 2 and 3 below), is consistent with any prior approvals applicable to the development, is consistent with the Comprehensive Plan, is compliant with the DDC and other City regulations, is designed to minimize impacts to the environment and surrounding properties, and is adequately served by utilities, roads, and other public services.

The determination that nonconforming rights do not exist for the subject building is consistent with the goals and intent of the DDC for the regulation and limited continuance of nonconforming uses and for the RR zoning district. The determination is also consistent with the Comprehensive Plan, which designates the area around the subject property as a primarily Moderate Density future land use (FLU) designation while also acknowledging a transition to a Business Center FLU designation that primarily applies to properties on the west side of N Mayhill Road. The existing RR zoning district is a remnant from the property's annexation; while it is not consistent with the FLU designation in the area the placeholder zoning is a tool that ensures the public hearing process is able to proceed to establish appropriate zoning following annexation. Through the zoning process, the Planning and Zoning Commission and City Council have discretion to weigh potentially competing factors such as the FLU designation, existing development and use patterns, and neighborhood concerns to determine an appropriate zoning designation for a property. A variety of zoning districts could permit some or all of the uses the owner noted in their Zoning Verification Letter application (Exhibit 5). While some of the owner's desired land uses, such as Administrative, Professional, and Government Office may be permitted in a variety of districts that clearly align with the adopted FLU Map, others such as Low Impact Manufacturing may not; thereby requiring additional research and analysis as part of the zoning change application process. It is important to adhere to the City's adopted nonconforming use regulations in order to facilitate the property's eventual alignment with the City's Comprehensive Plan through the adopted zoning regulations and processes.

There are no prior approvals related to the subject building, and the other general criteria for approval contained in Section 2.4.5E are not germane to the subject nonconforming use determination appeal as they are specific to site layout and design. These criteria would become applicable in the future if features on the site are expanded, the property is subdivided, or the property is redeveloped.

The appellant's request to permit the establishment and/or continuance of a variety of commercial and industrial land use categories is not consistent with the City's adopted limitations for nonconforming uses described above and in Section 1.5 of the DDC. In order to establish the desired mix of uses and have the ability to freely change between those uses and/or allow them in various combinations, the proper procedure would be to apply to rezone the property to a district that permits those uses.

2. *The facts stated in the application, as presented by the appellant and/or the Director*

The appellant provided a complete appeal application on June 16, 2026, within the allowed 20-day time frame from the date the determination was issued. The details of the appeal application are provided in Exhibit 4, and the original documentation provided with the Zoning Verification Letter application is provided in Exhibit 5 for the Board's review and consideration. The administrative determination being appealed is provided in Exhibit 6 and outlined in this report's Agenda Information Sheet (Exhibit 1) along with an explanation of the analysis that led to the use determination.

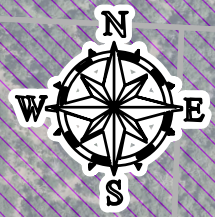
It is Staff's position that the information and documents provided with the initial Zoning Verification Letter application and with the appeal do not prove that any of the proposed land uses have ever been legally established within the subject building. Further, the additional research conducted by staff did not yield evidence of those uses ever having been legally established through the acquisition of a CO for any use of the building. Therefore, nonconforming rights cannot exist.

3. *The requirements and intent of the applicable standards from this DDC compared to the written decision that is being appealed.*

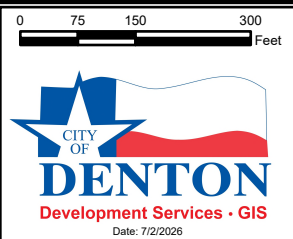
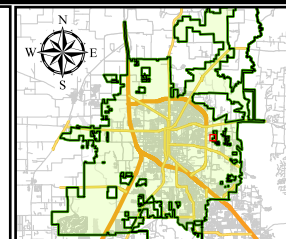
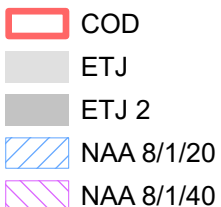
The DDC standards related to nonconformities are consistent with state law and exist with the purpose and intent of regulating and limiting the continued existence of uses, structures, and site features that were legally established at one time, but which no longer conform to the City's adopted zoning and development regulations. The DDC intends to curtail substantial investment in nonconformities in order to eventually eliminate them and thereby preserve the integrity of the City's adopted ordinances and plans. DDC Subsection 1.5.2B places the burden of establishing the existence of a legal nonconformity on the property owner. In this case the Director determined that the owner did not substantiate their assertion that they had nonconforming use rights for the subject building, and Staff was not able to locate such evidence in their own research as explained in the analysis above and in Exhibits 1 and 6. Therefore, the use determination is consistent with the intent of the DDC to not allow for the establishment of new nonconforming uses in order to bring the subject building and the overall property into compliance with the DDC.

As noted above, this determination does not eliminate the owner's rights to either use the property in compliance with the current RR zoning district or to request a zoning change to a district that would permit the desired mix of uses.

AA26-0003
Aerial Site Location



N Mayhill Rd



"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."



Development Services

401 N. Elm St., Denton, TX 76201 (940)349-8600

Owner Authorization

Name: Mike Aghyarian

Company Name: 24K Holdings, LLC

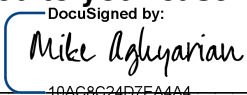
Address: 4305 Belle Drive; Flower Mound, TX 75022

Telephone: 972-400-0944 Email: pascal@24kholdings.com

CHECK ONE OF THE FOLLOWING:

- ☐ I will represent the application myself; or
☒ I hereby designate Stephen McFayden (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

I am the owner of the property and further confirm that the information provided on this form is true and correct. By signing below, I agree that the City of Denton (the "City") is authorized and permitted to provide information contained within this application to the public. The City is also authorized and permitted to reproduce any information submitted in connection with the application, if such reproduction is associated with the application in response to a Public Information Request. By signing this application, staff is granted access to your property to perform work related to your case.

Owner's Signature: 

Date: 6/16/2026

Appeal of Administrative Decision – ZV26-0032

May 27, 2026

City of Denton
Development Services Department
Planning Division
401 N. Elm Street
Denton, TX 76201

RE: Appeal of Administrative Decision – ZV26-0032

Property Address: 910 N Mayhill Rd., Denton, Texas

To Whom It May Concern:

This letter serves as a formal appeal of the administrative determination issued on May 27, 2026, regarding ZV26-0032 and the alleged expiration of nonconforming use rights for the property located at 910 N Mayhill Rd., Denton, Texas.

The determination concludes that nonconforming rights for commercial and light industrial uses do not exist and further alleges that such rights expired due to discontinuance of use. The property owner respectfully disputes these findings and requests that the decision be overturned.

The property in question contains multiple non-residential buildings that were constructed and actively utilized for commercial-related operations prior to annexation by the City of Denton in 2013. The historical use of the property included contractor services, storage, warehouse activities, material storage, and related operational uses consistent with the character of the improvements constructed on the site. The City's own findings acknowledge the presence of commercial activity, storage operations, trailers, equipment, and vehicular activity dating back many years prior to annexation.

The determination improperly concludes that nonconforming rights were lost due to alleged discontinuance. However, temporary reductions in activity, tenant turnover, vacancies, utility interruptions, operational transitions, or fluctuations in business operations do not necessarily constitute abandonment or legal discontinuance under Texas law. At no point did the property owner demonstrate intent to abandon the commercial character or historical use of the property.

Additionally, the property has continuously maintained improvements specifically designed and configured for commercial and contractor-related operations. The economic realities of the property, the nature of the existing structures, and the historical use of the site support the continuation of vested and nonconforming use rights.

The determination also appears to rely heavily upon the absence of Certificates of Occupancy and utility billing records. However, the absence of utility service alone does not establish legal abandonment of nonconforming rights, particularly where the physical improvements remained intact and the property continued to maintain its commercial character and operational capability.

Further, the property owner reserves all rights under: Texas Local Government Code Chapter 211; Texas Chapter 245 vested rights protections; The Texas Constitution; The United States Constitution; and Any and all applicable statutory and common law protections related to vested property rights, inverse condemnation, regulatory takings, and due process. The property owner respectfully requests: Reversal of the administrative determination; Recognition of the property's lawful nonconforming use rights; Authorization for continued commercial occupancy and leasing of the existing structures; and Any additional relief deemed appropriate. Please accept this correspondence as a timely appeal of the administrative determination pursuant to Denton Development Code Section 2.8.3 and Texas Local Government Code Section 211.010.

The property owner further reserves the right to supplement this appeal with additional documentation, witness testimony, historical operational records, aerial imagery, lease agreements, tax records, photographs, and legal arguments as this matter proceeds.

Sincerely,

Pascal Mike Aghyarian

24K Holdings, LLC

4305 Belle Drive

Flower Mound, TX 75022

24K HOLDINGS, LLC
4305 Belle Drive, Flower Mound, TX 75022

June 16, 2026

City of Denton
Development Services Department – Planning Division
Attn: Board of Adjustment / Hearing Body
401 N. Elm Street
Denton, TX 76201

RE: Supplement to Appeal of Administrative Decision – ZV26-0032

Property: 910 N Mayhill Rd., Denton, TX 76208
Owner: 24K Holdings, LLC
Tax ID: R126411

To the Board of Adjustment / Hearing Body:

24K Holdings, LLC submits this supplement to its timely appeal (filed May 29, 2026) of the May 27, 2026 administrative determination that no nonconforming use rights exist for the building addressed as 910 N Mayhill Rd. The owner respectfully requests that the determination be reversed, or in the alternative, that the determination of discontinued status be delayed pursuant to DDC Subsection 1.5.2(F).

1. **The applicable standard.** The burden is on the owner to establish (a) that a nonconforming use lawfully existed at the time the property became subject to RR zoning, and (b) that the use has not been discontinued for one year or more (DDC Subsection 1.5.2). The owner addresses each requirement below specifically as to Building 910.
2. **Lawful pre-existing use.** The property was annexed into the City of Denton in 2013. The City's own findings confirm commercial and storage activity — including a variety of vehicles, trailers, and materials — on the property in both the January and September 2013 aerial imagery, in the yards behind the buildings addressed 890 and 910 N Mayhill Rd. Dated Google Street View imagery spanning 2013 through 2024, included in the owner's verification package, corroborates continuous vehicular and storage activity at the site. The four non-residential metal buildings were constructed in 2009–2011 with overhead doors and fenced yard storage — improvements with no residential utility — confirming the established commercial and light-industrial character of the property prior to annexation.
3. **Continuity of use at Building 910.** Esparza (operating as Esparza Custom Cabinets and later Esparza Custom Millwork) maintained documented occupancy on the property from 2019 forward. The tenant relocated its operations into Building 910 in 2023 under a written commercial lease and continued to occupy and operate from Building 910 through January 2026 under a month-to-month holdover tenancy. No twelve-consecutive-month period of discontinuance has occurred.
4. **Utility records do not establish abandonment.** The determination rests its finding of discontinuance principally on the closure of a utility account in 2021. Under Texas law, the loss or

interruption of utility service does not, standing alone, establish legal abandonment of a nonconforming use absent evidence of an intent to abandon. The physical improvements remained intact and in use, the site continued in commercial operation, and the owner continuously marketed the property for lease (MLS active since March 20, 2024; CoStar). At no point did the owner take any action, or form any intent, to abandon the commercial character of Building 910.

5. **Alternative request — delay of discontinued status (DDC 1.5.2(F)).** To the extent any discontinuance is found, the owner requests that the determination of discontinued status be delayed for up to one year. The property has been actively marketed for lease well in excess of the six-month threshold required under DDC Subsection 1.5.2(F), as shown by the enclosed MLS and CoStar marketing records.
6. **Reservation of rights.** The owner expressly reserves all rights under Texas Local Government Code Chapter 211 and Chapter 245, the Texas Constitution, the United States Constitution, and all applicable statutory and common-law protections related to vested rights, regulatory takings, inverse condemnation, and due process.

For the foregoing reasons, the owner respectfully requests reversal of the administrative determination, recognition of Building 910's lawful nonconforming use rights, and authorization for continued commercial occupancy and leasing of the existing structure. The owner is prepared to supplement this appeal with additional executed leases, affidavits, historical tax records, and dated imagery, and to appear and present testimony at hearing.

Respectfully submitted,

Stephen McFayden

General Counsel, 24K Holdings, LLC

Pascal Mike Aghyarian

Owner / President, 24K Holdings, LLC

Enclosures:

2023 executed commercial lease for Building 910; affidavit of continuous occupancy; MLS and CoStar marketing records; historical tax records; dated photographic and aerial imagery.

**BEFORE THE CITY OF DENTON
DEVELOPMENT SERVICES – PLANNING DIVISION
DENTON, TEXAS**

**AFFIDAVIT OF MIKE AGHYARIAN IN SUPPORT OF
ZONING VERIFICATION AND DETERMINATION OF NONCONFORMING RIGHTS
(Project No. AA26-0003)**

Property:910 N Mayhill Rd, Denton, Texas 76208

Owner:24K Holdings, LLC

Tax ID / R#:R126411

THE STATE OF TEXAS§

**§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DENTON§**

BEFORE ME, the undersigned authority, on this day personally appeared Mike Aghyarian, who, being by me duly sworn, deposed and stated upon his oath as follows:

1. My name is Mike Aghyarian. I am over the age of eighteen (18) years, am of sound mind, am fully competent to make this affidavit, and have never been convicted of a felony or any crime involving moral turpitude. I have personal knowledge of each of the facts stated in this affidavit, and each such fact is true and correct.
2. I am the Owner and President of 24K Holdings, LLC (“24K Holdings”), a Texas limited liability company. In that capacity I am authorized to make this affidavit on behalf of 24K Holdings, and I have direct, personal knowledge of the ownership, occupancy, leasing, and operation of the property located at 910 N Mayhill Rd, Denton, Texas 76208 (the “Property”), which is part of the larger tract identified as Denton County Tax ID R126411.
3. 24K Holdings acquired the larger tract that includes the Property by Special Warranty Deed with Vendor’s Lien recorded February 2, 2021, as Instrument Number 19304 in the Official Public Records of Denton County, Texas. 24K Holdings has continuously owned the Property since that date.
4. The tract consists of multiple metal buildings used for commercial and light-industrial purposes, individually identified by address as 890, 910, 920, and 936 N Mayhill Rd,

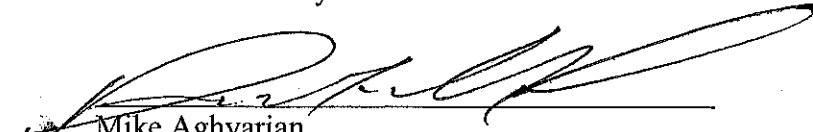
situated on a single tax parcel that is commonly identified for appraisal and taxation purposes as 870 N Mayhill Rd. The buildings have been used for commercial and light-industrial purposes, including cabinet manufacturing, woodworking, contractor operations, equipment and vehicle storage, and related activities, for many years preceding 24K Holdings' acquisition and continuing throughout its ownership.

5. Esparza Custom Cabinets (later operating as Esparza Custom Millwork, collectively "Esparza") occupied space on the tract beginning in approximately November 2019 under a written commercial lease entered with the prior owner, Pegasus Investors, LLC. That written lease covered Buildings 890 and 920 and ran from January 1, 2020 through December 31, 2020. When 24K Holdings acquired the tract in February 2021, Esparza remained in occupancy as a month-to-month tenant following expiration of the written lease term, and 24K Holdings, as successor landlord, continued that tenancy on the same essential terms.
6. In 2023, Esparza requested to relocate its operations from Building 890 into Building 910. 24K Holdings agreed, and Esparza took possession of and relocated its operations into Building 910. From that point forward, Esparza occupied and actively used Building 910 for its millwork and woodworking business.
7. Esparza's occupancy of Building 910 was a month-to-month tenancy. The parties did not execute a separate written lease specific to Building 910; the tenancy continued on a month-to-month basis on the same essential terms as the prior written lease, with rent paid to 24K Holdings. A month-to-month tenancy of this kind is a lawful and continuing tenancy under Texas law, and Esparza's actual, physical occupancy and active use of Building 910 are matters of my personal knowledge as Owner of the Property.
8. Esparza continuously occupied and operated from Building 910 from 2023 until it vacated in January 2026. Accordingly, Building 910 was actively occupied and used for commercial and light-industrial operations through January 2026.
9. At no time during 24K Holdings' ownership has the commercial and light-industrial use of Building 910, or of the Property as a whole, been discontinued or abandoned for a period of one (1) year or more. The use has been continuous.

10. Throughout 24K Holdings' ownership, including during any periods of vacancy, the Property and Building 910 have been continuously and actively marketed for lease. Marketing has been conducted through the MLS, CoStar, brokerage advertising, and other commercial leasing channels. The Property has been the subject of an active MLS listing (MLS No. 20565464) marketed for lease since at least March 20, 2024, and that listing remains active. The Property was marketed as a multi-building contractor-yard and warehouse property to simplify leasing administration and tenant placement, rather than as separate standalone single-building listings.
11. The continuous commercial and light-industrial use and active marketing of the Property are further corroborated by the ad valorem tax records for tax years 2021 through 2025, by dated photographic evidence, and by historical Google Street View imagery dated September 2013, May 2016, November 2018, March 2021, November 2022, April 2023, and September 2024, each of which depicts active commercial and light-industrial use of the Property, including the storage and staging of vehicles, trailers, equipment, and materials.
12. The application materials previously submitted referenced a written lease for Building 910 that has not been located and, to my knowledge, was not executed as a separate writing because the occupancy proceeded on a month-to-month basis as described above. I make this affidavit to set forth the true facts of occupancy from my personal knowledge. To the extent the Director requires additional documentation, 24K Holdings will supplement the record as such documentation is located.
13. Without waiving and expressly subject to the foregoing, and solely in the alternative, in the event the Director determines that the nonconforming use was discontinued, 24K Holdings respectfully requests under Section 1.5.2(F) of the Denton Development Code that the determination of discontinued status be delayed for up to one (1) year. As set forth above and in the accompanying records, the Property has been actively marketed for lease for well in excess of six (6) months during the relevant period. This alternative request does not constitute, and shall not be construed as, an admission or concession that the use has in fact been discontinued.

14. I make this affidavit in support of the Zoning Verification and Determination of Nonconforming Rights application for the Property (Project No. AA26-0003) and request that the City of Denton confirm the continued legal nonconforming use status of Building 910 and the Property.

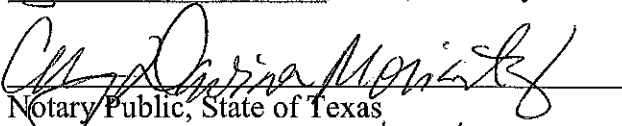
Further affiant sayeth not.

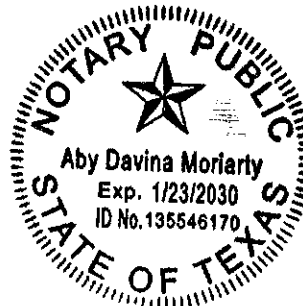

Mike Aghyarian
Owner / President, 24K Holdings, LLC

THE STATE OF TEXAS§

§
COUNTY OF Colin §

SUBSCRIBED AND SWORN TO before me by Mike Aghyarian on this 22 day of June, 2026, to certify which witness my hand and official seal.


Notary Public, State of Texas
My commission expires: 01/23/2030



Letter Of Intent

City of Denton
Development Services – Planning Division
401 N. Elm Street
Denton, TX 76201

RE: Zoning Verification and Determination of Nonconforming Rights
Property: 910 N Mayhill Rd, Denton, TX 76208
Owner: 24K Holdings, LLC
Tax ID / R Number: R126411

To Whom It May Concern:

Please accept this Letter of Intent in support of the attached Zoning Verification – Determination of Nonconforming Rights Application for the property located at 910 N Mayhill Rd, Denton, Texas.

24K Holdings, LLC is requesting confirmation of the continued legal nonconforming use status for Building 910 and approval for continued occupancy and operation of a contractor-oriented commercial/light industrial use consistent with the historical operation of the property.

The proposed use consists generally of contractor services, contractor yard operations, equipment and material storage, office/warehouse use, and related light industrial activities associated with an erosion services company.

The property has historically operated as a mixed commercial/light industrial site for many years prior to and during ownership by 24K Holdings, LLC. Historical tenants and operations at the property have included cabinet manufacturing, woodworking, contractor operations, equipment storage, auto-related services, granite fabrication, lawn service operations, and estate auction services.

Relevant to Building 910 specifically:

- Esparza Custom Cabinets occupied Buildings 890 and 920 beginning in approximately November 2019 under prior ownership.
- 24K Holdings, LLC purchased the property in February 2021 and allowed the tenant to remain in occupancy following expiration of the prior lease under a month-to-month tenancy arrangement.
- In 2023, the tenant requested relocation of operations from Building 890 into Building 910.
- A written commercial lease was subsequently executed for Buildings 910 and 920.
- Esparza Custom Millwork continued operating from Building 910 until vacating in January 2026 following holdover month-to-month occupancy.

Accordingly, Building 910 was actively occupied and utilized for commercial/light industrial operations through January 2026.

The property and Building 910 have also remained actively marketed for lease during any vacancy periods. Marketing efforts were conducted continuously through MLS, CoStar, brokerage advertising, and commercial leasing channels. The property was commonly marketed as a multi-building contractor yard and warehouse property rather than as separate standalone building listings in order to simplify leasing administration and tenant placement efforts.

The owner is not requesting a delay of discontinued status determination under Section 1.5.2(F), as the owner's position is that the legal nonconforming use has not been discontinued for a period of one year or more.

Attached supporting documentation includes:

- Zoning Verification Application
- Application fee
- Historical lease documentation
- Marketing records and listing history
- Historical tax and ownership records
- Dated photographic evidence
- Supporting property documentation

The attached materials are intended to demonstrate continuous commercial/light industrial occupancy, operation, and active leasing efforts associated with Building 910 and the overall property.

Thank you for your time and consideration of this request. Please contact us should additional information or supporting documentation be required.

Sincerely,

24K Holdings, LLC

By: Mike Aghyarian

Mike Aghyarian, Owner/President

Prepared By:

Charles Horton

The Michael Group, LLC

1845 Precinct Line Rd #208

Hurst, TX 76054

469-363-0209

info@chuckandlaurahorton.com



Zoning Verification Letter – Determination of Nonconforming Rights

Please email completed form and all related documentation to PlanningTechnicians@cityofdenton.com

The burden of establishing the existence of a nonconformity shall be solely on the owner of the property containing the nonconformity. Whenever a nonconforming use or structure is discontinued for one year or more, all nonconforming rights shall cease, and the use of the premises or the structure shall be in conformance with this Subchapter and all applicable codes of the City. The determination of discontinued status may be delayed for up to one year by the Director upon written request, if the applicant provides documentation as part of this application that the property has been actively marketed for at least six months during the previous, first year.

Property Owner Information:

Name: Mike Aghyarian Company Name: 24K Holdings, LLC
Address (Street, City, State, Zip): 4305 Belle Drive; Flower Mound, TX 75022
Telephone: 972-400-0944
Email: pascal@24kholdings.com

Letter Information (The information provided below is who the letter will be addressed to):

Name: Mike Aghyarian Company Name: 24K Holdings, LLC
Address (Street, City, State, Zip): 4305 Belle Dr; Flower Mound, TX 75022
Telephone: 972-400-0944
Email: pascal@24kholdings.com

Property Information (The information provided below is who the letter will be addressed to):

Tax ID # of Subject Property (R#): 126411
Physical Address (Location): 910 N Mayhill Rd; Denton, TX 76208

Supporting Documents:

- ☒ Zoning verification fee- \$101.00
- ☒ Provide a letter of intent that details the following:
- ☒ The nature of the Nonconforming use that the owner is seeking to continue, re-establish, or change the property to
 - ☒ The date the property or structure was last used for intended nonconforming use
 - ☐ Whether the owner is requesting the determination of discontinued status be delayed and noting the duration of the delay requested (up to one year).
- ☒ Provide all documentation that the owner would like staff to consider that may support the owner's assertion that they have existing nonconforming rights. The following are example of documents that may help provide such support:
- ☐ Utility bills showing an active utility account for the use
 - ☒ Sales or property tax records
 - ☒ Marketing records (Note: If the property owner is requesting a delay of discontinued status, these records must cover at least a 6-month period)
 - ☒ Dated photographic evidence
 - ☒ Vesting Deed for the property
 - ☐ Active certificate of occupancy or permit records related to the use

Historical Lease Documentation

Binh Investments Inc
Property Management Division
1818 E. Pioneer Parkway Suite 106
Arlington, Texas 76010
Office: 682-323-4909

November 4, 2019

Mr. Roberto Esparza
Mr. Nelson Esparza
Mr. Francisco Esparza

Esparza Custom Cabinets
890 & 920 N. Mayhill Rd
Denton, TX 75208

Dear Sirs,

This letter is to inform you that as of November 1, 2019 the properties on N. Mayhill Road are now under New Management.

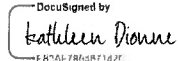
In review of your records, we have found that your company, Esparza Custom Cabinets, has been on a month to month leasing arrangement since your lease expired on July 31, 2018. A new lease has been enclosed for your review and signature which will become effective January 1, 2020 to December 31, 2020. The new lease will include an increase in rental space to \$2,200.00 per month. Please sign all highlighted areas and return to the address listed above no later than December 1, 2019, to include your Certificate of Insurance.

All rental checks shall continue to be due the 1st of each month and payable to:

- Pegasus Investors LLC or a direct deposit can be made to Bank of America to Pegasus Investors to Acct Number #488056509481.

If I can assist you with any further matters I can be reached at 682-323-4909.

Thank you,

DocuSigned by


Kathleen Dionne
Property Manager
Binh Investments Inc.
1818 E. Pioneer Parkway Ste 106
Arlington, TX 76010
682-323-4909

Enclosed lease agreement



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Avignon Realty	498199	van@avignonrealty.com	972-792-0004
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone

Van Dinh	490247	van@avignonrealty.com	469-951-3585
Designated Broker of Firm	License No.	Email	Phone

Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
--	-------------	-------	-------

Jennifer Tran	0481271	jenhanhtran@me.com	512-771-7637
Sales Agent/Associate's Name	License No.	Email	Phone

ON RE	11/26/2019
Buyer/Tenant/Seller/Landlord Initials	Date



COMMERCIAL LEASE

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ADDENDA & EXHIBITS (check all that apply)

- Exhibit _____
- Exhibit _____
- ☒ Commercial Lease Addendum for Broker's Fee (TXR-2102)
- ☐ Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- ☐ Commercial Lease Addendum for Extension Option (TXR-2104)
- ☐ Commercial Lease Addendum for Percentage Rent (TXR-2106)
- ☐ Commercial Lease Addendum for Parking (TXR-2107)
- ☐ Commercial Landlord's Rules and Regulations (TXR-2108)
- ☒ Commercial Lease Guaranty (TXR-2109)
- ☐ Commercial Lease Addendum for Right of First Refusal (TXR-2105)
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- ☐ Commercial Lease Addendum for Contingencies (TXR-2119)
- _____
- _____
- ☒ Information About Brokerage Services (TXR-2501)

(TXR-2101) 4-1-14

Initialed for Identification by Landlord: KE, and Tenant: RE

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COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: Pegasus Investors LLC

; and

Tenant: Esparza Custom Cabinets

Mr. Roberto Esparza Mr. Nelson Esparza Mr. Francisco Esparza

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☐ (1) Multiple-Tenant Property: Suite or Unit Number _____ containing approximately _____ square feet of rentable area in _____ (project name) at _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

☒ (2) Single-Tenant Property: The real property containing approximately _____ square feet of rentable area at: 890, and 920 N Mayhill Rd (address) in Denton (city), Denton (county), Texas, which is legally described on attached Exhibit _____ or as follows:

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☐ will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 12 months and _____ days, commencing on: January 1, 2020 (Commencement Date) and ending on December 31, 2020 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

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complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

- C. **Certificate of Occupancy:** Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. **Base Monthly Rent:** On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
11/01/2019	12/31/2019	1,800.00 / rsf / month	/ rsf / year	1,800.00
01/01/2020	12/31/2020	2,200.00 / rsf / month	/ rsf / year	2,200.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

- B. **Additional Rent:** In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply.*):

- ☐ (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
☐ (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
☐ (3) Commercial Lease Addendum for Parking (TXR-2107)
☐ (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. **First Full Month's Rent:** The first full monthly rent is due on or before **January 1, 2020**
New Amount. Tenant will continue to pay the previous amount until 12/31/2019.

- D. **Prorated Rent:** If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. **Place of Payment:** Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: **Pegasus Investors LLC**

Address: **Deposit to Bank of America account described on attached Letter.**

- F. **Method of Payment:** Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

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check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. **Late Charges:** If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. **Returned Checks:** Tenant will pay \$ 100.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ _____ to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. **TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Water	☐	☐	☒
(2) Sewer	☐	☐	☒
(3) Electric	☐	☐	☒
(4) Gas	☐	☐	☒
(5) Telephone	☐	☐	☒
(6) Internet	☐	☐	☒
(7) Cable	☐	☐	☒
(8) Trash	☐	☐	☒
(9) _____	☐	☐	☐
(10) All other utilities	☐	☐	☒

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

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and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

☒ (3) Tenant will pay for the HVAC services under this lease.

8. **INSURANCE:**

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)

☒ (a) \$1,000,000; or

☐ (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

☐ (3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

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after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: _____

 _____.
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of *(specify hours, days of week, and if inclusive or exclusive of weekends and holidays)*: _____

 _____.

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____
 _____.
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

(TXR-2101) 4-1-14

Initialed for Identification by Landlord: RE, and Tenant: RE

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890, and 920 N Mayhill RdCommercial Lease concerning: **Denton, TX 76208**

- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 60 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

890, and 920 N Mayhill Rd

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emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	☐	☒	☐
(2) Glass and windows	☒	☐	☐
(3) Fire protection equipment	☐	☐	☐
(4) Fire sprinkler systems	☐	☐	☐
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware	☐	☐	☒
(6) Grounds maintenance, including landscaping and irrigation systems	☐	☒	☐
(7) Interior doors, including closure devices, frames, molding, locks, and hardware	☐	☐	☒
(8) Parking areas and walks	☐	☐	☒
(9) Plumbing systems, drainage systems and sump pumps	☐	☐	☒
(10) Electrical systems, mechanical systems	☐	☐	☒
(11) Ballast and lamp replacement	☐	☐	☐
(12) Heating, Ventilation and Air Conditioning (HVAC) systems	☐	☐	☒
(13) HVAC system replacement	☐	☐	☒
(14) Signs and lighting:	☐	☐	☒
(a) Pylon	☐	☐	☒
(b) Facia	☐	☐	☒
(c) Monument	☐	☐	☒
(d) Door/Suite	☐	☐	☒
(e) Other:	☐	☒	☐
(15) Extermination and pest control, excluding wood-destroying insects.	☒	☐	☐
(16) Fences and Gates	☒	☐	☐
(17) Storage yards and storage buildings	☒	☐	☐
(18) Wood-destroying insect treatment and repairs	☒	☐	☐
(19) Cranes and related systems	☐	☐	☐
(20)	☐	☐	☐
(21)	☐	☐	☐
(22) All other items and systems.	☐	☐	☐

- D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

(TXR-2101) 4-1-14

Initialed for Identification by Landlord: KS, and Tenant: RE

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- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant ☒ is ☐ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.
- 17. LIENS:** Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

(TXR-2101) 4-1-14

Initialed for Identification by Landlord: RV, _____, and Tenant: RE, _____

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890, and 920 N Mayhill RdCommercial Lease concerning: **Denton, TX 76208**

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to:

- (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

890, and 920 N Mayhill RdCommercial Lease concerning: **Denton, TX 76208**

indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- ☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☐ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

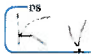
26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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Initialed for Identification by Landlord: , and Tenant: ,

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890, and 920 N Mayhill Rd

Commercial Lease concerning: **Denton, TX 76208**

- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

890, and 920 N Mayhill RdCommercial Lease concerning: **Denton, TX 76208**

health or safety of an ordinary person, except: _____

- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

- A. The brokers to this lease are:

Principal Broker: _____

Avignon RealtyAgent: **Jennifer Tran**Address: **1818 E. Pioneer Pkwy. #106****Arlington, TX 76010**Phone & Fax: **(512)771-7637**E-mail: **jennifertran.avignon@gmail.com**License No.: **0481271**

Cooperating Broker: _____

Agent: _____

Address: _____

Phone & Fax: _____

E-mail: _____

License No.: _____

Principal Broker: (Check only one box)

☒ represents Landlord only.☐ represents Tenant only.☐ is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

- B.
- Fees:**

- ☒ (1) Principal Broker's fee will be paid according to: (Check only one box).
☐ (a) a separate written commission agreement between Principal Broker and:
☐ Landlord ☐ Tenant.
☒ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

- ☐ (2) Cooperating Broker's fee will be paid according to: (Check only one box).
☐ (a) a separate written commission agreement between Cooperating Broker and:
☐ Principal Broker ☐ Landlord ☐ Tenant.
☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: **Pegasus Investors LLC**Address: **4712 Sea Hawk St. Grand Prairie, tx 75052**

(TXR-2101) 4-1-14

Initialed for Identification by Landlord:  , and Tenant:  , _____

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Commercial Lease concerning: **890, and 920 N Mayhill Rd**
Denton, TX 76208

Phone: _____ Fax: _____
and a copy to: _____

Address: _____

Phone: _____ Fax: _____

☐ Landlord also consents to receive notices by e-mail at: _____

Tenant at the leased premises,
and a copy to: _____

Address: _____

Phone: _____ Fax: _____

☐ Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS:

(WATER IS NOT DRINKABLE) (NON -POTABLE WATER) NO PETROLEUM PRODUCTS STORED OUTSIDE INCLUDING DIESEL OR FUEL HEATING OIL. DRIVEWAY SURFACE IS NOT SUITABLE FOR FORKLIFT OPERATIONS INCLUDING ANY AND ALL LAND KNOWN AS 870 N MAYHILL RD, DENTON TX 76208 AS SHOWN AS DENTON COUNTY TEXAS APPRAISAL DISTRICT RECORD.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

(TXR-2101) 4-1-14

Initialed for Identification by Landlord:  V, and Tenant:  RE, _____

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Commercial Lease concerning: **890, and 920 N Mayhill Rd**
Denton, TX 76208

- G. **Quiet Enjoyment:** Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. **Force Majeure:** If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. **Time:** Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

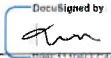
Landlord: **Pegasus Investors LLC**

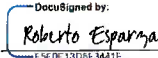
Tenant: **Esparza Custom Cabinets**

Mr. Roberto Esparza Mr. Nelson Esparza Mr. Francisco Esparza

By: **KIM VAN**

By: **ROBERTO ESPARZA**

By (signature): 
Printed Name: **Kim Van**
Title: _____ Date: _____

By (signature): 
Printed Name: **ROBERTO ESPARZA**
Title: _____ Date: **11/26/2019**

By: _____

By: **ROBESPARZA2101@GMAIL.COM**

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____



COMMERCIAL LEASE ADDENDUM FOR BROKER'S FEE

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED LANDLORD AND TENANT CONCERNING THE LEASED PREMISES AT 890, and 920 N Mayhill Rd, Denton, TX 76208

A. **Leasing Fees:** All leasing fees are earned when the above referenced lease is executed.

(1) Landlord/Owner will pay Principal Broker a leasing fee calculated and payable as follows:

☒ (a) 3.000 % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: one-half of such amount at the time Landlord and Tenant execute the lease and the remainder on the date the lease commences.

☐ (b) _____ % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: _____.

☐ (c) _____.

(2) _____ will pay Cooperating Broker a leasing fee calculated and payable as follows:

☐ (a) _____ % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: one-half of such amount at the time Landlord and Tenant execute the lease and the remainder on the date the lease commences.

☐ (b) _____ % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: _____.

☐ (c) _____.

B. **Renewal and Expansion Fees:** If Landlord and Tenant subsequently renew, extend, or expand the lease, including a new lease for more, less, or different space in the Property or in any other property owned, controlled, or managed by Landlord, the brokers will be paid the fees set forth below. The fees will be earned and payable when the extension, renewal, expansion, or new lease is executed or commences, whichever is earlier.

(1) Landlord/Owner will pay Principal Broker a renewal fee of:

☒ (a) 3.000 % of all base monthly rents to be paid for the term of the renewal, extension, or new lease and the same percentage of the expense reimbursements stated or estimated in the lease governing the renewal, extension, or new lease;

(TXR-2102) 4-1-14

Initialed for Identification by Landlord: RV, and Tenant: RE

Page 1 of 3

Addendum for Broker's Fee concerning 890, and 920 N Mayhill Rd, Denton, TX 76208

☐ (b) _____ % of all base monthly rents to be paid for the term of the expansion and the same percentage of the expense reimbursements stated or estimated in the lease governing the expansion; or

☐ (c) _____

(2) _____ will pay Cooperating Broker a renewal fee of:

☐ (a) _____ % of all base monthly rents to be paid for the term of the renewal, extension, or new lease and the same percentage of the expense reimbursements stated or estimated in the lease governing the renewal, extension, or new lease;

☐ (b) _____ % of all base monthly rents to be paid for the term of the expansion and the same percentage of the expense reimbursements stated or estimated in the lease governing the expansion; or

☐ (c) _____

C. **Fees in the Event of a Sale:** If, during any time the lease is in effect or during any time Tenant occupies the leased premises, including any extension, renewal, or expansion, Tenant agrees to purchase the leased premises or Property by oral or written agreement or option, brokers will be paid the additional fees set forth below. The additional fees will be earned at the time Landlord and Tenant enter into an agreement for the sale, purchase, or option for the leased premises or Property, and are payable at the time the sale or purchase closes.

(1) **Landlord/Owner** _____ will pay Principal Broker an additional fee of:

☒ (a) 3.000 % of the sales price for the purchase.

☐ (b) _____

(2) **Landlord/Owner** _____ will pay Cooperating Broker an additional fee of:

☒ (a) 3.000 % of the sales price for the purchase.

☐ (b) _____

D. **County:** All fees under this addendum are payable in Tarrant County, Texas.

E. **Attorney's Fees:** If Landlord, Tenant, or any broker is a prevailing party in any legal proceeding brought as a result of a dispute under this addendum or any transaction related to or contemplated by this addendum, such party will be entitled to recover from the non-prevailing parties all costs of such proceeding, prejudgment interest, and reasonable attorney's fees.

F. **Special Provisions:**

Addendum for Broker's Fee concerning 890, and 920 N Mayhill Rd, Denton, TX 76208

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

Landlord: Pegasus Investors LLC

7240 Herboso Grand Prairie, Texas 75054

By: KIM VAN

By (signature): 

Printed Name: Kim Van

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Principal Broker:

Broker / Company Name: Avignon Realty

By (signature): 

Printed Name: Jennifer Tran

Title: Agent License No. 0481271

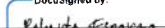
License No. 0490247

Esparza Custom Cabinets

Tenant: _____

2101 Paisley St. Denton TX 76209

By: ROBERTO ESPARZA

By (signature): 

Printed Name: ROBERTO ESPARZA

Title: _____

By: ROBESPARZA2101@GMAIL.COM

By (signature): _____

Printed Name: _____

Title: _____

Cooperating Broker:

Broker / Company Name: _____

License No. _____

By (signature): _____

Printed Name: _____

Title: _____ License No. _____



COMMERCIAL LEASE GUARANTY

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GUARANTY TO COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 890, and 920 N Mayhill Rd, Denton, TX 76208 between
Pegasus Investors LLC (Landlord) and
Mr. Roberto Esparza Mr. Nelson Esparza Mr. Francisco Esparza (Tenant).

- A. In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantor (whether one or more) guarantee Tenant's performance under the above-referenced lease.
- B. If Tenant fails to timely make any payment under the lease, Guarantors will promptly make such payment to Landlord at the place of payment specified in the lease. Guarantor is responsible for any property damage to the leased premises or Property (as defined in the lease) for which Tenant is responsible under the lease. If Tenant breaches the lease, Guarantor will: (i) cure the breach as may be required of Tenant by the lease; or (ii) compensate Landlord for Landlord's loss resulting from the breach.
- C. Guarantor guarantees Tenant's obligations under the lease regardless of any modification, amendment, renewal, extension, or breach of the lease. Guarantor waives any rights to notices of acceptance, modification, amendment, extension, or breach of the lease. Each Guarantor is jointly and severally liable for all provisions of this guaranty. This guaranty is binding upon Guarantor's heirs, executors, administrators, successors, and assigns. Filing for bankruptcy by Tenant will not diminish Guarantor's obligations under this guaranty.
- D. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this guaranty. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the nonprevailing party.
- E. Guarantor authorizes Landlord to obtain a copy of any consumer or credit report of Guarantor from any consumer reporting agency and to verify relevant information related to Guarantor's creditworthiness from other persons such as banks, creditors, employers, existing and previous landlords, and other persons.
- F. Guarantor will provide Guarantor's current financial information (balance sheet and income statement) to Landlord within 30 days after request by Landlord. Landlord may request the financial information no more frequently than once every 12 months.
- G. Special Provisions:

Guarantor:

Signature: Roberto Esparza
Printed Name: **Roberto Esparza**
Address: **2101 Paisley St**
Denton TX 76209
Phone: _____ Fax: _____
SS# or Tax ID#: _____ Date: 11/26/2019
N/A

Witness: _____

Guarantor:

Signature: _____
Printed Name: **Nelson Esparza**
Address: _____
Phone: _____ Fax: _____
SS# or Tax ID#: _____ Date: _____

Witness: _____

Historical Tax Records



DAWN WAYE
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Duplicate Receipt

Property Account Number:
126411DEN

Statement Date: 5/8/26
Owner: 24K HOLDINGS LLC
Mailing Address: 4305 Belle Dr
Flower Mound TX 75022

Property Location: 0000870 N MAYHILL RD
Acres: 3.5026
Legal: A0417A M. FORREST
TR 238
3.5026 ACRES
O I D DCAD TR 1A(7) B I K B

Exemptions:
Receipt #: 47110233

Deposit #: 202203019898-2021/Web

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2021	CITY OF DENTON	\$435,309.00	0.565823	3/1/22	\$2,463.08	\$221.68
2021	DENTON ISD	\$435,309.00	1.362000	3/1/22	\$5,928.91	\$533.60
2021	DENTON COUNTY	\$435,309.00	0.233086	3/1/22	\$1,014.64	\$91.31

BASE TAX \$9,406.63
PENALTY & INTEREST \$846.59
TOTAL PAID \$10,253.22

Remitted By: Pascal Aghyarian
4305 Belle Dr
Flower Mound TX 75022

Payment Type: CHECK
Check #: 100238660584

Remaining Amount Due As of 5/8/26
0.00

Receipt 5/8/26

Pascal Aghyarian
4305 Belle Dr
Flower Mound TX 75022



DAWN WAYE
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Duplicate Receipt

Property Account Number:
126411DEN

Statement Date: 5/8/26
Owner: 24K HOLDINGS LLC
4305 Belle Dr
Mailing Address: Flower Mound TX 75022

Property Location: 0000870 N MAYHILL RD
Acres: 3.5026
Legal: A0417A M. FORREST
TR 238
3.5026 ACRES
O I D DCAD TR 1A(7) B I K B

Exemptions:
Receipt #: 47110231

Deposit #: 202203019898-2021/Web

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2021	CITY OF DENTON	\$435,309.00	0.565823	3/1/22	\$2,463.08	\$221.68
2021	DENTON ISD	\$435,309.00	1.362000	3/1/22	\$5,928.91	\$533.60
2021	DENTON COUNTY	\$435,309.00	0.233086	3/1/22	\$1,014.64	\$91.31

BASE TAX \$9,406.63
PENALTY & INTEREST \$846.59
TOTAL PAID \$10,253.22

Remitted By: Pascal Aghyarian
4305 Belle Dr
Flower Mound TX 75022

Payment Type: CHECK
Check #: 100238660584

Remaining Amount Due As of 5/8/26
0.00

Receipt 5/8/26

Pascal Aghyarian
4305 Belle Dr
Flower Mound TX 75022

**DAWN WAYE**

DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Duplicate Receipt

Property Account Number:
126411DEN

Statement Date: 5/8/26
Owner: 24K HOLDINGS LLC
Mailing Address: 1417 Gables Ct
Plano TX 75075

Property Location: 0000870 N MAYHILL RD
Acres: 3.5026
Legal: A0417A M. FORREST
TR 238
3.5026 ACRES
OLD DCCAD TR 1A(7) BK B

Exemptions:
Receipt #: 47110230

Deposit #: 202401309827-2023/Web

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2023	CITY OF DENTON	\$686,000.00	0.560682	1/30/24	\$3,846.28	\$0.00
2023	DENTON ISD	\$686,000.00	1.159200	1/30/24	\$7,952.11	\$0.00
2023	DENTON COUNTY	\$686,000.00	0.189485	1/30/24	\$1,299.87	\$0.00

BASE TAX \$13,098.26

TOTAL PAID \$13,098.26

Remitted By: Pascal Aghyarian
1417 Gables Ct
Plano TX 75075

Payment Type: CHECK
Check #: 100289240430

Remaining Amount Due As of 5/8/26
0.00

Receipt 5/8/26

Pascal Aghyarian
1417 Gables Ct
Plano TX 75075

**DAWN WAYE**

DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Duplicate Receipt

Property Account Number:
126411DEN

Statement Date: 5/8/26
Owner: 24K HOLDINGS LLC
Mailing Address: 12005 ford rd
DALLAS TX 75234

Property Location: 0000870 N MAYHILL RD
Acres: 3.5026
Legal: A0417A M. FORREST
TR 238
3.5026 ACRES
OLD DCAD TR 1A(7) BK B

Exemptions:
Receipt #: 47110229

Deposit #: 202501311476-2024/Web

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2024	CITY OF DENTON	\$786,886.00	0.585420	1/31/25	\$4,606.59	\$0.00
2024	DENTON ISD	\$786,886.00	1.156900	1/31/25	\$9,103.48	\$0.00
2024	DENTON COUNTY	\$786,886.00	0.187869	1/31/25	\$1,478.31	\$0.00

BASE TAX \$15,188.38

TOTAL PAID \$15,188.38

Remitted By: Admin expenses
12005 ford rd
DALLAS TX 75234

Payment Type: CHECK
Check #: 100318934717

Remaining Amount Due As of 5/8/26
0.00

Receipt 5/8/26

Admin expenses
12005 ford rd
DALLAS TX 75234



DAWN WAYE
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Duplicate Receipt

Property Account Number:
126411DEN

Statement Date: 5/8/26
Owner: 24K HOLDINGS LLC
Mailing Address: 1417 Gables Ct
Plano Tx 75075

Property Location: 0000870 N MAYHILL RD
Acres: 3.5026
Legal: A0417A M. FORREST
TR 238
3.5026 ACRES
OLD DCCAD TR 1A(7) BLK B

Exemptions:
Receipt #: 47110228

Deposit #: 202601302957-2025/Web

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2025	CITY OF DENTON	\$723,873.00	0.595420	1/30/26	\$4,310.08	\$0.00
2025	DENTON ISD	\$723,873.00	1.206900	1/30/26	\$8,736.42	\$0.00
2025	DENTON COUNTY	\$723,873.00	0.185938	1/30/26	\$1,345.95	\$0.00

BASE TAX \$14,392.45

TOTAL PAID \$14,392.45

Remitted By: Pascal Aghyarian
1417 Gables Ct
Plano Tx 75075

Payment Type: CHECK
Check #: 100347854799

Remaining Amount Due As of 5/8/26
0.00

Receipt 5/8/26

Pascal Aghyarian
1417 Gables Ct
Plano Tx 75075

870 N Mayhill Rd, Denton, TX 76208-3967, Denton County Active Listing

APN: R126411 CLIP: 8651168041



Beds N/A	Full Baths N/A	Half Baths N/A	MLS List Price \$3,500	MLS List Date 03/20/2024
MLS Sq Ft 1,200	Lot Sq Ft 152,573	MLS Yr Built 2023	Type RES-NEC	

OWNER INFORMATION

Owner Name	24k Holdings LLC	Tax Billing Zip	75234
Tax Billing Address	12005 Ford Rd Ste 533	Tax Billing Zip+4	7698
Tax Billing City & State	Dallas, TX	Owner Occupied	No

LOCATION INFORMATION

Location City	Denton	Census Tract	214.14
School District	Denton ISD	Carrier Route	R051
School District Code	S05	Within 250 Feet of Multiple Flood Z one	No
Subdivision	M Forrest		

TAX INFORMATION

Tax ID	R126411	% Improved	37%
Alternate Tax ID	A0417A00002380000	Block	B
Parcel ID	R126411		
Legal Description	A0417A M. FORREST, TR 238, 3.50 26 ACRES, OLD DCAD TR 1A(7) B LK B		

ASSESSMENT & TAX

Assessment Year	2025	2024	2023
Assessed Value - Total	\$723,873	\$786,886	\$686,000
Assessed Value - Land	\$457,720	\$457,720	\$457,720
Assessed Value - Improved	\$266,153	\$329,166	\$228,280
YOY Assessed Change (\$)	-\$63,013	\$100,886	
YOY Assessed Change (%)	-8.01%	14.71%	
Market Value - Total	\$723,873	\$786,886	\$686,000
Market Value - Land	\$457,720	\$457,720	\$457,720
Market Value - Improved	\$266,153	\$329,166	\$228,280
Tax Year	Total Tax	Change (\$)	Change (%)
2023	\$13,098		
2024	\$15,188	\$2,090	15.96%
2025	\$14,392	-\$796	-5.24%
Jurisdiction	Tax Amount	Tax Type	Tax Rate
City Of Denton	\$4,310.08	Actual	.59542
Denton County	\$1,345.95	Actual	.18594
Denton ISD	\$8,736.42	Actual	1.2069
Total Estimated Tax Rate			1.9883

CHARACTERISTICS

Land Use - Corelogic	Tax: Residential (NEC) MLS: Ware house	Total Building Sq Ft	1,200
Land Use - State	Commercial	Stories	1
Land Use - County	Commercial	# of Buildings	1
Building Type	Residential	Roof Material	Metal
Estimated Lot Acres	3.5026	Foundation	Slab
Estimated Lot Sq Ft	152,573	Exterior	Metal
Building Sq Ft	1,200	Year Built	Tax: 2009 MLS: 2023

FEATURES

Feature Type	Unit	Size/Qty	Year Built	Value
Main Area	S	1,200	2009	\$64,968

Main Area	S	1,200	2009	\$64,968
Main Area	S	1,200	2009	\$64,968
Main Area	S	1,200	2009	\$64,968

SELL SCORE

Rating	N/A	Value As Of	N/A
Sell Score	N/A		

ESTIMATED VALUE

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal. This represents an estimated sale price for this property. It is not the same as the opinion of value in an appraisal developed by a licensed appraiser under the Uniform Standards of Professional Appraisal Practice.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

RENTAL TRENDS

Estimated Value	2590	Cap Rate	0.5%
Estimated Value High	4042	Forecast Standard Deviation (FSD)	0.56
Estimated Value Low	1138		

(1) Rental Trends is a CoreLogic® derived value and should be used for informational purposes only. Rental Trends is not intended to provide recommendations regarding rental prices, lease renewal terms, or occupancy levels to landlords.

(2) The FSD denotes confidence in a Rental Trends estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion a Rental Trends estimate will fall within, based on the consistency of the information available at the time of estimation. The FSD can be used to create confidence that the displayed value has a statistical degree of certainty.

LISTING INFORMATION

MLS Listing Number	20565464	MLS Current List Price	\$3,500
MLS Status	Active	MLS Orig. List Price	\$3,500
MLS Status Change Date	03/20/2024	MLS Pending Date	03/20/2024
MLS Area (MLS)	DENTON	MLS Listing Agent	0546099-Charles Horton
MLS Listing Date	03/20/2024	MLS Listing Broker	THE MICHAEL GROUP REAL EST ATE

MLS Listing #	20242899
MLS Status	Active
MLS Listing Date	01/20/2023
MLS Orig Listing Price	\$2,276,950
MLS Listing Price	\$1,750,000

LAST MARKET SALE & SALES HISTORY

Recording Date	02/02/2021	05/10/2018	07/18/2017	04/05/2004	00/2004
Buyer Name	24k Holdings LLC	Pegasus Invs	Van Kim T	Doyle Michael L & Mad elyn A	Doyle Michael L & Mad elyn A
Seller Name	Pegasus Investors LLC	Van Kim T	Doyle Michael L & Mad elyn A	Carrigan Leslie B & Judy A	Owner Record
Document Number	19304	52901	86956	42001	35313
Document Type	Special Warranty Deed	Deed Of Assumption	Warranty Deed	Rerecorded Deed	Deed (Reg)

Recording Date	
Buyer Name	Carrigan Leslie Boyce
Seller Name	
Document Number	1750-248
Document Type	Deed (Reg)

OWNER TRANSFER INFORMATION

Owner Name	24k Holdings LLC
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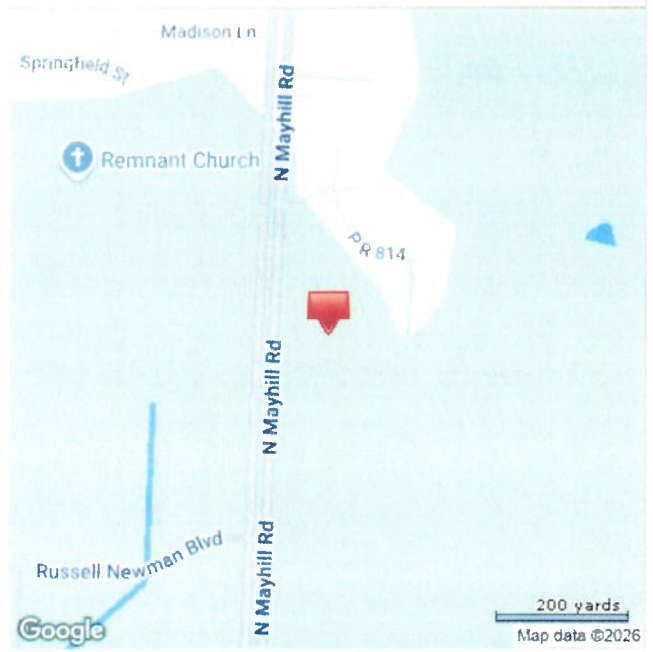
MORTGAGE HISTORY

Mortgage Date	02/02/2021	12/04/2019	07/18/2017
Mortgage Amount		\$50,000	\$400,000
Mortgage Lender	Citizens Natl Bk/Tx	Pointbank	Pointbank
Mortgage Code		Conventional	Conventional

PROPERTY MAP



*Lot Dimensions are Estimated



Ownership & Vesting Documentation

Denton County
Juli Luke
County Clerk

Instrument Number: 19304

ERecordings-RP

WARRANTY DEED

Recorded On: February 02, 2021 12:47 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$46.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 19304
Receipt Number: 20210202000542
Recorded Date/Time: February 02, 2021 12:47 PM
User: Joy R
Station: Station 19

Record and Return To:

Corporation Service Company



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Fidelity National GF# 901227 03721

LE

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF DENTON

§

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, and the further consideration of a certain promissory note of even date herewith in the principal amount as provided therein (the "Note"), executed by Grantee (hereinafter defined) and payable to the order of Citizen National Bank of Texas ("Lender"), the payment of which Note is secured by the vendor's lien retained herein, and is additionally secured by a deed of trust of even date herewith, executed by Grantee to Marvin E. Singleton, III, Trustee, for the benefit of Lender, PEGASUS INVESTORS, LLC, a Texas limited liability company ("Grantor"), hereby grants, bargains, sells and conveys to 24K HOLDINGS, L.L.C., a Texas limited liability company ("Grantee"), that certain real property located in the County of Denton, State of Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), together with all of Grantor's right, title and interest in and to the fixtures and improvements located on the Land (the "Improvements"), and together with all rights, privileges and easements appurtenant to the Land, all water, wastewater and other utility rights relating to the Land and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land, in each case to the extent assignable (the "Appurtenances") (the Land, Improvements and Appurtenances collectively referred to as the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions (the "Permitted Exceptions") set forth in Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, as aforesaid.

For the same consideration, Grantor hereby GRANTS, BARGAINS, SELLS and CONVEYS, without warranty express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting properties and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property.

To secure the payment of the Note, the vendor's lien and superior title are retained against the Property until the Note and all interest thereon is fully paid and satisfied according to its face, tenor, effect and reading, and Grantor, for value received from the Lender, as recited above, does hereby TRANSFER, ASSIGN, and SET OVER, without recourse, unto the Lender, its successors and assigns, said vendor's lien retained to secure the Note together with the superior title remaining in Grantor.

Ad valorem taxes for the year of this deed have been prorated; accordingly, by its acceptance of this Deed, Grantee assumes responsibility to pay all ad valorem taxes on the Property for such year and all subsequent years.

Grantee's Mailing Address: 12005 Ford Rd. #533, Dallas, Dallas County, Texas 75234.

Signature Page Follows

EXECUTED effective as of this 1 day of FEB, 2021.

GRANTOR:

Pegasus Investors, LLC,
a Texas limited liability company

BY: [Signature]
Kim Van
Managing Member

STATE OF TEXAS

COUNTY OF TARRANT

§
§
§

This instrument was acknowledged before me on the 1 day of FEB, 2021 by Kim Van, Managing Member of PEGASUS INVESTORS, LLC, a Texas limited liability company on behalf of PEGASUS INVESTORS, LLC, a Texas limited liability company

[Signature]
Notary Public, State of Texas

After recording, return to:
24K Holdings, L.L.C.
12005 Ford Rd. #533
Dallas, Texas 75234.

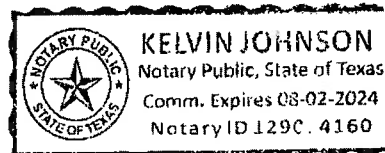


EXHIBIT "A"
LEGAL DESCRIPTION OF THE LAND

All that certain lot, tract or parcel of land lying and being situated in Denton County, Texas and being a part of the Moreau Forrest Survey, Abstract number 417 and also being all of that called 3.5026 acre tract of land described in deed to Michael L. Doyle and wife, Madelyn A. Doyle recorded in Instrument number 2004-35313, Real Property Records, Denton County, Texas and being more fully described by metes and bounds as follows,

BEGINNING at a P.K. nail set in Mayhill Road and being the Southwest corner of Tract 3 as described in deed to Betty Sue Thompson Wright recorded in Instrument number 2009-22520, Real Property Records, Denton County, Texas,

THENCE along the common line of said Tract 3 and this tract, South 89 degrees 32 minutes 08 seconds East, passing a capped iron rod found at 23.79 feet, continuing in all a total distance of 267.16 feet to a capped iron rod found,

THENCE continuing along said common line, South 87 degrees 16 minutes 05 seconds East, 105.59 feet to a 1/2 inch iron rod found in the West line of Tract I as described in deed to Daniel Ramirez, ET AL recorded in Instrument number 2009-142292, Real Property Records, Denton County, Texas,

THENCE along the common line of said Tract I and this tract, South 03 degrees 03 minutes 57 seconds West, passing the Southwest corner of said Tract I and the Northwest corner of Tract II as described in deed to Daniel Ramirez, ET AL recorded in Instrument number 2009-142292, Real Property Records, Denton County, Texas at 203.05 feet, continuing in all a total distance of 416.45 feet to a capped iron rod set stamped "KAZ" at the Southwest corner of said Tract II,

THENCE North 86 degrees 07 minutes 46 seconds West, 370.28 feet to a P.K. nail set in said May fill Road,

THENCE along said May fill Road, North 02 degrees 44 minutes 48 seconds East, 398.51 feet to the PLACE OF BEGINNING and containing 3.49 acres of land more or less.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Standby fees, taxes and assessments by any taxing authority for the year 2021 and subsequent years.
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
In favor of: General Telephone Company
Date: January 14, 1974
Recording No: January 14, 1974
4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
In favor of: Merlin L. Moore and wife, Wanda L. Moore
Date: March 1, 1979
Recording No: Volume 940, Page 112, Deed Records, Denton County, Texas
5. Matters contained in that certain document
Entitled: Certificate of OSSF Requiring Maintenance
Executed by: Michael L. Doyle
Recording Date: May 10, 2010
Recording No: Clerk's File No. 2010-43846, Real Property Records, Denton County, Texas
6. Matters contained in that certain document
Entitled: Certificate of OSSF Requiring Maintenance
Executed by: Michael L. Doyle
Recording Date: March 28, 2013
Recording No: Clerk's File No. 2013-36319, Real Property Records, Denton County, Texas
7. Rights of the public to any portion of the Land lying within the area commonly known as MAYHILL ROAD.
8. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
Job No.: 170269
Dated: May 10, 2017
Prepared by: Kenneth A. Zollinger, Registered Professional Land Surveyor Number 5312
Matters shown: Rights of Third Parties in and to the overhead electric line(s) as shown; power pole(s) outside easement as shown
9. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
Job No.: 170269
Dated: May 10, 2017
Prepared by: Kenneth A. Zollinger, Registered Professional Land Surveyor Number 5312
Matters shown: fence encroaching as shown

Marketing & Listing History

870 N Mayhill Road, Denton, Texas 76208

MLS#: 20565464 **Active**
Property Type: Commercial Lease

870 N Mayhill Road Denton, TX 76208
SubType: Industrial

LP: \$3,500
OLP: \$3,500
Low List Price:



Low LP: \$/Gr SqFt: \$.06
Subdivision: M Forrest
County: Denton
Country: United States
Parcel ID: [R126411](#)
Lot: Block:
Legal: A0417A M. FORREST, TR 238, 3.5026 ACRES, OLD DCAD
Spcl Tax Auth: PID:

Bldg SF: 1,200/Owner
Yr Built: 2023/Owner/Unknown
Lot SqFt: 54,450
Lot Dim:
Adult Community: Will Subdiv: Yes
Gross SqFt: 54,450
Zoning: R1
Units: 1
Acres: 1.250
#Stories: 1

General Information

Gross Income:	\$0	Leasable SqFt:	1,200	Avg Monthly Lease:
Net Income:	\$0	Leasable Space:	4	Spaces Leased:
Annual Expenses:	\$0	Lease Expire Date:		Occupancy Rate:

Features

Building Use:	Other	Ceiling Height:	11 to 14 Feet
Inclusions:	Land & Improvements	Flooring:	Concrete
Lot Size/Acre:	1 to < 3 Acres	Heating:	None
Topography:			
Rd Front Desc:		Owner Pays:	
Tenant Pays:	All Utilities	Tot Ann Exp Inc:	
Foundation:	Slab	Lease Desc:	
Construction:	See Remarks	Possession:	Negotiable
Roof:	Metal		
Freight Doors:			
Street/Utilities:	Electricity Available, None		
Showing:	Appointment Only, No Sign		
Parking/Garage:	Enclosed, Gated, Off Street, Oversized, Secured		

Remarks

Property Description: Location. Location. Location. 1200 square foot building with fenced yard storage lot. Yard has roller gate. level flat site with a screened panel fence and single access gate. Building has single restroom.
Public Driving Directions: google maps is accurate to the location.

Lease Information

Possession:	Negotiable	Lease Term:		Min Lse Rt (SF/MO):
Gross Income:	\$0	Leasable SqFt:	1,200	Avg Monthly Lease:
Net Income:	\$0	Leasable Space:	4	Spaces Leased:
Annual Expenses:	\$0	Lease Expire Date:		Occupancy Rate:
Seller Concessions:				

Agent/Office Information

CDOM: 776 DOM: 776 LD: 03/20/2024 XD: 11/30/2026
List Type: Exclusive Right To Lease
List Off: [The Michael Group Real Estate](#) (MIGR02HU) 817-577-9000 LO Fax: 817-577-9004 Brk Lic: 0520106
LO Addr: 1845 Precinct Line Rd. Hurst, Texas 76054 LO Email: kern@themichaelgroup.com
List Agt: [Charles Horton](#) (0546099) 469-363-0209 LA Cell: 469-363-0209 LA Fax: 866-941-6591
LA Email: info@charlesmhorton.com LA Othr: LA/LA2 Texting:
LA Website: <https://www.charlesmhorton.com> LO Sprvs: Kern Coleman (0504220) 214-692-6400
Off Web:

Showing Information

Call:	Agent	Appt:	469-363-0209	Owner Name:	24k Holdings
Keybox #:	0000	Keybox Type:	None		
Show Instr:					
Show Allowed:	Yes				
Show Srvc:	None				
Showing:	Appointment Only, No Sign				

Prepared By: Charles Horton The Michael Group Real Estate on 05/05/2026 17:35

Information Deemed Reliable, but not Guaranteed. Copyright: 2026 NTREIS.

870 N Mayhill Rd



Industrial - Denton Submarket
Denton, TX 76208

4,800
SF RBA

3.5
AC Lot

2010
Built

1,200
Available SF

\$11 - 13
CoStar Est. Industrial Rent

\$1.75M
Sale Price

\$364.58
Price/SF

Space Details

Last updated on April 17, 2026

Available	1,200 SF Industrial				
Suite	1				
Floor	Partial 1st				
Floor Contig	1,200 SF	Rent	Withheld	Type	Direct
Bldg Contig	1,200 SF	CoStar Est	\$10.52 - 12.86/SF (Industrial)	Term	Negotiable
Occupancy	Vacant			Time on Mar...	4 Months 18 Days
Build-Out	Shell Space	Drive Ins	2 tot.		
Space Features	Yard				

Space Notes

For Lease – Contractor Yard + Shop/Warehouse – Denton, TX

870 N Mayhill Rd | \$4,000/month | Private Gated Yard + Office + Shop

Now available for lease – a turnkey contractor yard and shop space in Denton with everything your business needs to operate efficiently and securely. Each unit offers a dedicated ¾-acre screened yard with 8-foot privacy fencing, its own automatic gate access, and a versatile building ideal for office, warehouse, or light industrial use.

Property Features:

Private screened yard (approx. ¾ acre) with dedicated gated entry

Metal building with 1 private restroom

Electrical service in place

Secure site layout ideal for contractors, landscapers, small fleet storage, equipment staging, etc.

Only one other tenant on site – low-traffic setup

Located inside Denton city limits with proximity to I-35 and Loop 288

Lease Terms:

\$4,000/month

3% annual rent increases

Owner pays property taxes and insurance

This is a rare opportunity to secure a ready-to-go yard lease with strong infrastructure, private access, and no shared yard use.

Contact us today for a showing — space is limited to 4 spaces and demand for secured yard setups like this remains strong.

Highlights

- Enclosed Yard for Equipment Storage
- Close to Downtown Denton, TX

Leasing Contacts



The Michael Gr...
1845 Precinct Lin...
Hurst, TX 76054
United States
(817) 577-9000 (p)
(817) 577-9004 (f)
<http://www.th...>



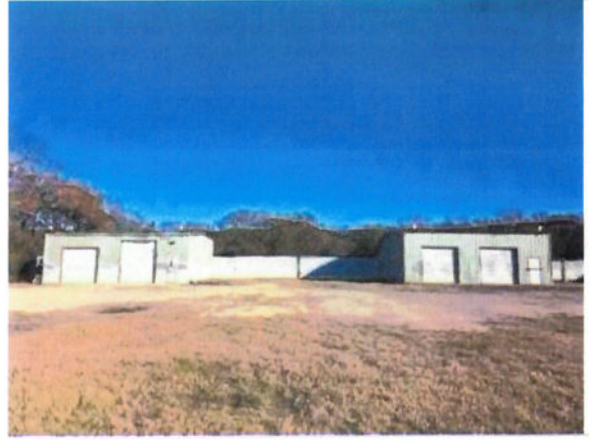
Charles & Laura Horton

Broker Associates
(469) 363-0209 (p)
(469) 363-0209 (m)

info@chuckandlaurahorton.com



20251208_144935



20251208_144914



20251208_144939



20251208_144956



20230506_124039



20251208_145127



20251208_145130



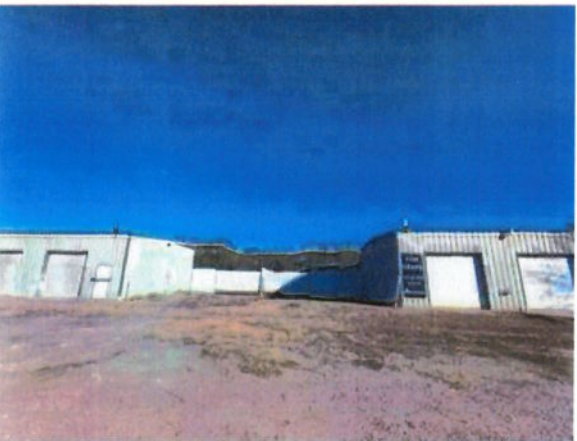
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20251208_145310



20251208_145325



20251208_145356

ACCOUNT 12533													
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CITY OF DENTON UTILITIES
 BATCH: 126169 CONSUMPTION YEAR-MONTH: 2018-06

BILLING JOURNAL 00076541 REPRINT meherrer 05/19/2026 10:38 Page: 2

CYCLE: ALL PSEUDO G/L ACCOUNT

DEBIT CREDIT

=====				=====		=====	
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1001	00000600.2111.00000.000000	ELEC SALES TAX			2.76		
1002	00000600.2206.00000.000000	ELEC RESI MUNI TAX			0.61		
1008	00006000.5012.00000.004420	ELEC GENERAL SVC SMALL			33.04		
1132	00006000.5089.00002.004420	ELE TCRF COMMERCIAL			0.77		
1976	00006000.5090.00002.004420	ELEC ECA COMMERCIAL			7.02		
			=====	=====			
			44.20		44.20		

Utility	Balance Forward	No Bill	First	Final	Regular	Budget	Delay	Equal Payments
ELEC	0.00			1				0.00
MISC	0.00			1				0.00
=====								=====
								0.00
Total Bills:	1							

CITY OF DENTON UTILITIES
 BATCH: 136960 CONSUMPTION YEAR-MONTH: 2020-08

BILLING JOURNAL 00083908 REPRINT meherrer 05/19/2026 10:37 Page: 2

CYCLE: ALL PSEUDO G/L ACCOUNT

DEBIT CREDIT

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1976	00006000.5090.00002.004420	ELEC ECA COMMERCIAL		6.92
			=====	=====
			44.19	44.19

Utility	Balance Forward	No Bill	First	Final	Regular	Budget	Delay	Equal Payments
ELEC	0.00			1				0.00
MISC	0.00			1				0.00
=====		=====						
0.00		0.00						
Total Bills:	1							

CITY OF DENTON UTILITIES
 BATCH: 139828 CONSUMPTION YEAR-MONTH: 2021-03

BILLING JOURNAL 00085763 REPRINT meherrer 05/19/2026 10:34 Page: 2

CYCLE: ALL PSEUDO G/L ACCOUNT

DEBIT CREDIT

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1002	00000600.2206.00000.000000	ELEC RESI MUNI TAX			0.87
1008	00006000.5012.00000.004420	ELEC GENERAL SVC SMALL			44.76
1976	00006000.5090.00002.004420	ELEC ECA COMMERCIAL			13.26
				=====	=====
				62.81	62.81

Utility	Balance	Forward	No Bill	First	Final	Regular	Budget	Delay	Equal	Payments
ELEC		319.58			1					0.00
MISC		0.00			1					0.00
=====										=====
										0.00
Total Bills:	1	319.58								

Dated Photographic Evidence

2013 - 2024

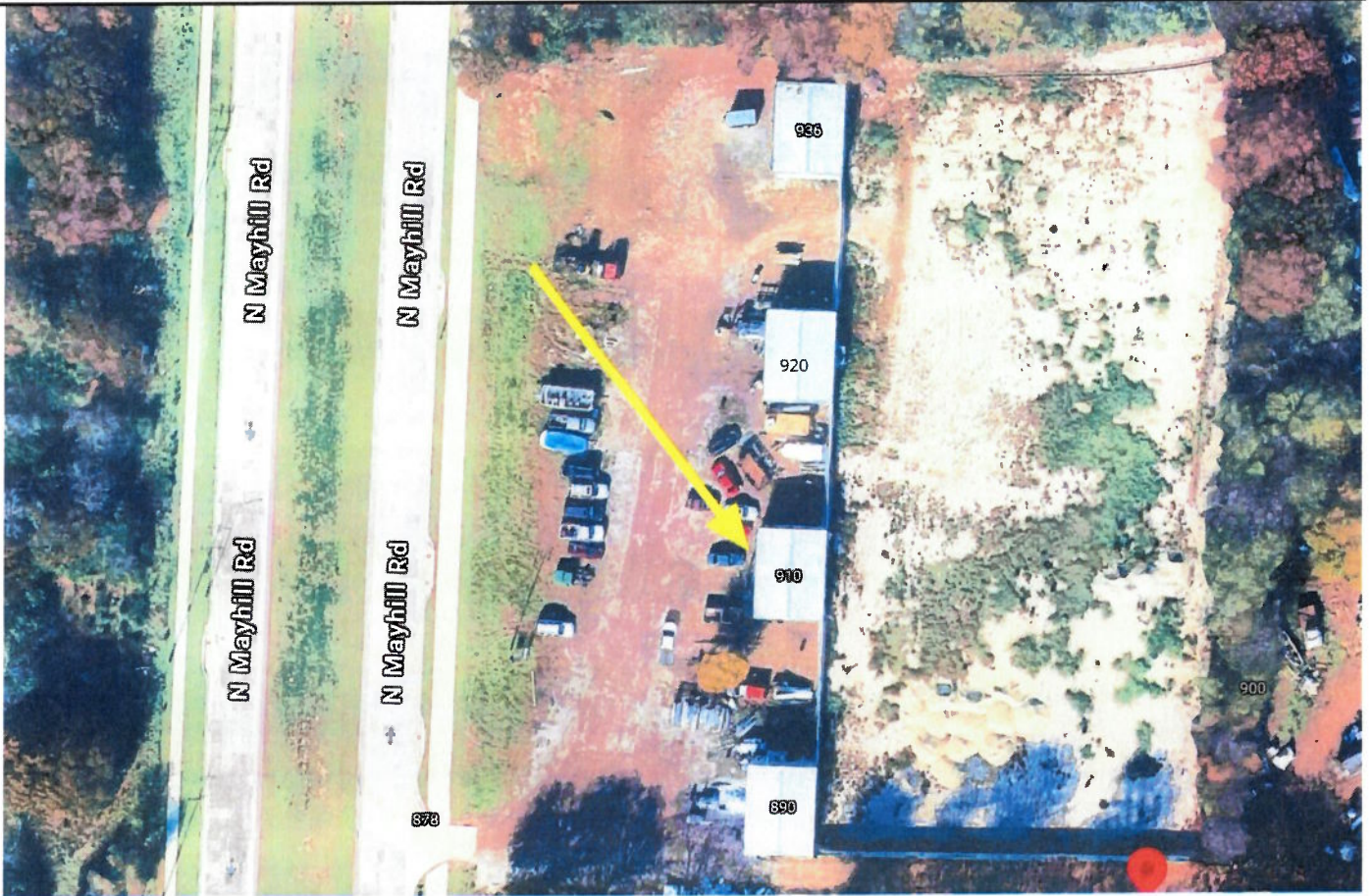






Supporting Property Documentation

Exhibit A





Beds N/A	Full Baths N/A	Half Baths N/A	MLS List Price \$3,500	MLS List Date 03/20/2024
MLS Sq Ft 1,200	Lot Sq Ft 152,573	MLS Yr Built 2023	Type RES-NEC	

OWNER INFORMATION

Owner Name	24k Holdings LLC	Tax Billing Zip	75234
Tax Billing Address	12005 Ford Rd Ste 533	Tax Billing Zip+4	7698
Tax Billing City & State	Dallas, TX	Owner Occupied	No

LOCATION INFORMATION

Location City	Denton	Census Tract	214.14
School District	Denton ISD	Carrier Route	R051
School District Code	S05	Within 250 Feet of Multiple Flood Zone	No
Subdivision	M Forrest		

TAX INFORMATION

Tax ID	R126411	% Improved	37%
Alternate Tax ID	A0417A00002380000	Block	B
Parcel ID	R126411		
Legal Description	A0417A M. FORREST, TR 238, 3.50 26 ACRES, OLD DCAD TR 1A(7) B LK B		

ASSESSMENT & TAX

Assessment Year	2025	2024	2023
Assessed Value - Total	\$723,873	\$786,886	\$686,000
Assessed Value - Land	\$457,720	\$457,720	\$457,720
Assessed Value - Improved	\$266,153	\$329,166	\$228,280
YOY Assessed Change (\$)	-\$63,013	\$100,886	
YOY Assessed Change (%)	-8.01%	14.71%	
Market Value - Total	\$723,873	\$786,886	\$686,000
Market Value - Land	\$457,720	\$457,720	\$457,720
Market Value - Improved	\$266,153	\$329,166	\$228,280
Tax Year	Total Tax	Change (\$)	Change (%)
2023	\$13,098		
2024	\$15,188	\$2,090	15.96%
2025	\$14,392	-\$796	-5.24%
Jurisdiction	Tax Amount	Tax Type	Tax Rate
City Of Denton	\$4,310.08	Actual	.59542
Denton County	\$1,345.95	Actual	.18594
Denton ISD	\$8,736.42	Actual	1.2069
Total Estimated Tax Rate			1.9883

CHARACTERISTICS

Land Use - Corelogic	Tax: Residential (NEC) MLS: Ware house	Total Building Sq Ft	1,200
Land Use - State	Commercial	Stories	1
Land Use - County	Commercial	# of Buildings	1
Building Type	Residential	Roof Material	Metal
Estimated Lot Acres	3.5026	Foundation	Slab
Estimated Lot Sq Ft	152,573	Exterior	Metal
Building Sq Ft	1,200	Year Built	Tax: 2009 MLS: 2023

FEATURES

Feature Type	Unit	Size/Qty	Year Built	Value
Main Area	S	1,200	2009	\$64,968

Main Area	S	1,200	2009	\$64,968
Main Area	S	1,200	2009	\$64,968
Main Area	S	1,200	2009	\$64,968

SELL SCORE

Rating	N/A	Value As Of	N/A
Sell Score	N/A		

ESTIMATED VALUE

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal. This represents an estimated sale price for this property. It is not the same as the opinion of value in an appraisal developed by a licensed appraiser under the Uniform Standards of Professional Appraisal Practice.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

RENTAL TRENDS

Estimated Value	2590	Cap Rate	0.5%
Estimated Value High	4042	Forecast Standard Deviation (FSD)	0.56
Estimated Value Low	1138		

(1) Rental Trends is a CoreLogic® derived value and should be used for informational purposes only. Rental Trends is not intended to provide recommendations regarding rental prices, lease renewal terms, or occupancy levels to landlords.

(2) The FSD denotes confidence in a Rental Trends estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion a Rental Trends estimate will fall within, based on the consistency of the information available at the time of estimation. The FSD can be used to create confidence that the displayed value has a statistical degree of certainty.

LISTING INFORMATION

MLS Listing Number	20565464	MLS Current List Price	\$3,500
MLS Status	Active	MLS Orig. List Price	\$3,500
MLS Status Change Date	03/20/2024	MLS Pending Date	03/20/2024
MLS Area (MLS)	DENTON	MLS Listing Agent	0546099-Charles Horton
MLS Listing Date	03/20/2024	MLS Listing Broker	THE MICHAEL GROUP REAL EST ATE

MLS Listing #	20242899
MLS Status	Active
MLS Listing Date	01/20/2023
MLS Orig Listing Price	\$2,276,950
MLS Listing Price	\$1,750,000

LAST MARKET SALE & SALES HISTORY

Recording Date	02/02/2021	05/10/2018	07/18/2017	04/05/2004	00/2004
Buyer Name	24k Holdings LLC	Pegasus Invs	Van Kim T	Doyle Michael L & Mad elyn A	Doyle Michael L & Mad elyn A
Seller Name	Pegasus Investors LLC	Van Kim T	Doyle Michael L & Mad elyn A	Carrigan Leslie B & Judy A	Owner Record
Document Number	19304	52901	86956	42001	35313
Document Type	Special Warranty Deed	Deed Of Assumption	Warranty Deed	Rerecorded Deed	Deed (Reg)

Recording Date	
Buyer Name	Carrigan Leslie Boyce
Seller Name	
Document Number	1750-248
Document Type	Deed (Reg)

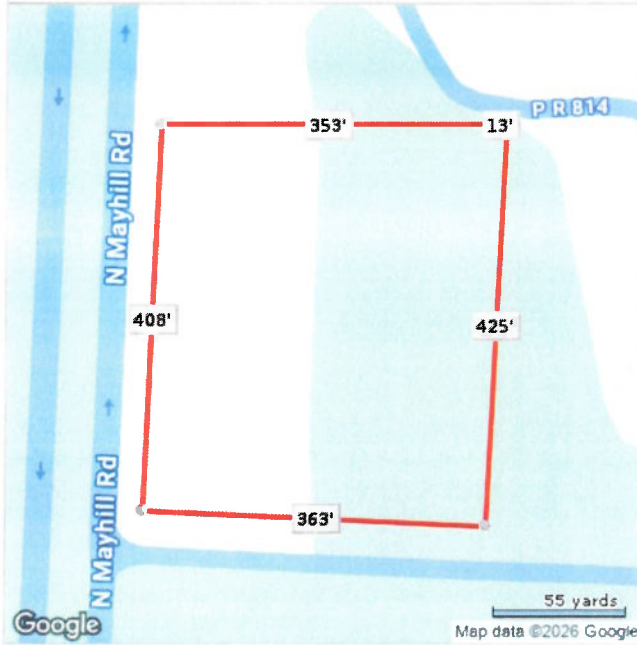
OWNER TRANSFER INFORMATION

Owner Name	24k Holdings LLC
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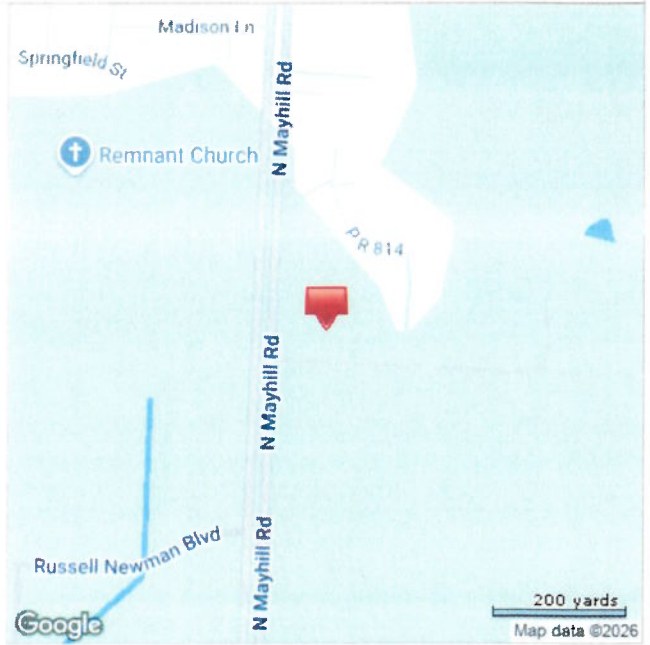
MORTGAGE HISTORY

Mortgage Date	02/02/2021	12/04/2019	07/18/2017
Mortgage Amount		\$50,000	\$400,000
Mortgage Lender	Citizens Natl Bk/Tx	Pointbank	Pointbank
Mortgage Code		Conventional	Conventional

PROPERTY MAP



*Lot Dimensions are Estimated





May 27, 2026

Mike Aghyarian
24K Holdings, LLC
4305 Belle Drive
Flower Mound, TX 75022

RE: ZV26-0032 Determination of Nonconforming Rights, 910 N Mayhill Rd.

Mr. Aghyarian:

This letter is intended to serve as a determination regarding the existence of nonconforming rights in accordance with Denton Development Code (DDC) Subsection 1.5.2B for the building addressed as 910 N Mayhill Rd. The subject building is one of four non-residential buildings located on an approximately 3.5-acre property commonly known as 870, 890, 910, and 936 N Mayhill Rd., Denton, Texas. The subject property is zoned Rural Residential (RR) District. In accordance with the submitted Letter of Intent and in keeping with the limitations in DDC Subsection 1.5.3 regarding nonconforming uses not being expanded into additional structures, this determination letter is solely the building addressed as 910 N Mayhill Rd. and this letter should not be construed to apply to the other buildings addressed as 870, 890, and 936 N Mayhill Rd.

Based on the provided Letter of Intent, the intended use for the property is contractor services, equipment and material storage, warehouse, office, and related light industrial activities. These uses most closely align with the defined uses of Outdoor Storage; Warehouse and Wholesale Facility; Low-Impact Manufacturing; and Administrative, Professional, and Government Office in the DDC, none of which are permitted in the RR District and any of which could only be permitted to occur on the property if nonconforming rights are established or a change in zoning occurs as discussed below. As explained below, this letter concludes that non-conforming rights to use the property for any of the above-listed uses do not exist for the building addressed as 910 N Mayhill Rd on the subject property.

The following background information, sourced from Staff research and provided in your application was utilized to analyze the existence of the use and the date the use ceased on the subject property:

- Denton County Appraisal District records indicate that the building addressed as 910 N Mayhill Rd and the other three buildings on site were built in approximately 2009.
- Historical aerial imagery from prior to annexation in 2013 indicates the following:
 - The buildings addressed as 890 and 910 N Mayhill Rd were constructed on the property as of February of 2010.
 - The buildings addressed as 870 and 936 N Mayhill Rd were constructed on the property as of February of 2011.
 - In both January and September of 2013 imagery reflected a variety of vehicles present in the front yard of the property, and a variety of trailers and materials were visible in the rear yard behind the buildings addressed as 890 and 910 N Mayhill Rd. Although the uses appear to be related to building materials storage, no business names or records were available to verify the nature of these operations.

OUR CORE VALUES

Integrity • Fiscal Responsibility • Transparency • Outstanding Customer Service

- Historical aerial imagery from after annexation indicates the following:
 - Imagery from January of 2015 through March of 2021 show vehicular traffic and storage of materials outside of the building addressed as 910 N Mayhill Rd.
 - Imagery from November of 2022 through the present reflect the previous materials stored in the rear yard being removed, modifications to the property to add fencing between buildings, and little to no vehicular presence at the building addressed as 910 N Mayhill Rd.
- City utility billing records reflected a total of 3 different active accounts for the building addressed as 910 N Mayhill Rd.:
 - An account under the name of Michael L. Doyle was active between 2011 and 2018 with a final bill issued in June of 2018.
 - An account under the name of Pegasus Investors LLC was active between 2018 and 2020, with a final bill issued in August of 2020.
 - An account under the name of Pegasus Investors LLC was active between 2020 and 2021 with a final bill issued in April of 2021.
 - No utility account has been active for the building since 2021, which is consistent with the historical imagery discussed above that indicates commercial activity was not routinely occurring at the building from 2022 onward.
- City records indicate that the property was annexed into the City of Denton in 2013. At that time the property was assigned the placeholder zoning designation of Rural Residential (RD-5x), and this zoning transitioned to Rural Residential (RR) with the adoption of the current DDC in 2019. Since annexation, no applications have been submitted to rezone the property.
- City records indicate that no Certificates of Occupancy (CO) have been issued for the building addressed as 910 N Mayhill Rd.
- Records that were provided as part of the Zoning Verification application included the following:
 - A copy of the commercial lease with Esparza Custom Cabinets for the buildings addressed as 870 (920) and 890 N Mayhill Rd. that had a term of January 1, 2020 through December 31, 2020;
 - Historical tax records and an ownership deed from the most recent purchase in 2021;
 - A copy of the Multiple Listing Service (MLS) record showing the property, which includes all four buildings and has a listing date of March 20, 2024 and expiration date of November 30, 2026; and
 - Imagery from Google Street View from 2013 to 2024 that show various levels of vehicular activity each year. Images from 2023 and 2024 reflect previously stored materials around the 910 N Mayhill Rd building being removed and no visible business signage on the building, which is consistent with the historical imagery and utility billing records discussed above that indicated use of this building had ceased by this time.
- A Letter of Intent describing the nature of the proposed use of the building and explaining that Esparza Custom Millwork (presumed to be the same business as Esparza Custom Cabinets), which previously occupied buildings addressed as 870 (also referred to as 920) and 890 N Mayhill Rd., moved operations from 890 to 910 N Mayhill Rd. in 2023 and occupied the building until January of 2026.

Based on the information above, it is determined that nonconforming rights to use the property for Outdoor Storage; Warehouse and Wholesale Facility; Low-Impact Manufacturing; or Administrative, Professional, and Government Office uses do not exist for the building addressed as 910 N Mayhill Rd. Although the Letter of Intent indicates that the building was utilized through January of 2026 by Esparza Custom Millwork, no record of that use having legally existed in the building prior to annexation has been shown, and no evidence was provided or located that Esparza Custom Millwork, the last possible user of the building, ever legally operated from 910 N Mayhill Rd. Staff finds that the use has been discontinued since at least April of 2021 when utility service to the building ceased. The nonconforming rights therefore expired one year from the date of discontinuance, or in April of 2022, in accordance with DDC Subsection

1.5.2F.1. As a result, the above-listed uses may not be reestablished or introduced in the subject building. The use of the building must be in accordance with the uses permitted in the RR Zoning District as listed in Table 5.2-A of the DDC.

If you disagree with this determination, you may submit an appeal of an administrative decision in accordance with DDC Section 2.8.3 and Texas Local Government Code Section 211.010. Please note that the appeal must be received in writing within 20 calendar days of the date of this letter.

Alternatively, you may apply for a zoning change if you wish to change the zoning of the property to a district that permits the desired mix of uses. Districts where the above-listed uses are permitted by right can be found in DDC Table 5.2-A, and Subsection 2.7.2 outlines the zoning change process and the criteria that must be met in order for the Council to approve a zoning change.

Thank you,

A handwritten signature in black ink, appearing to read 'Hayley Zagurski', written in a cursive style.

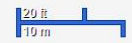
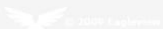
Hayley Zagurski, AICP
Planning Director
Development Services Department
Hayley.Zagurski@cityofdenton.com

February 2009

CONNECTEXPLORER™



Workspaces ▾



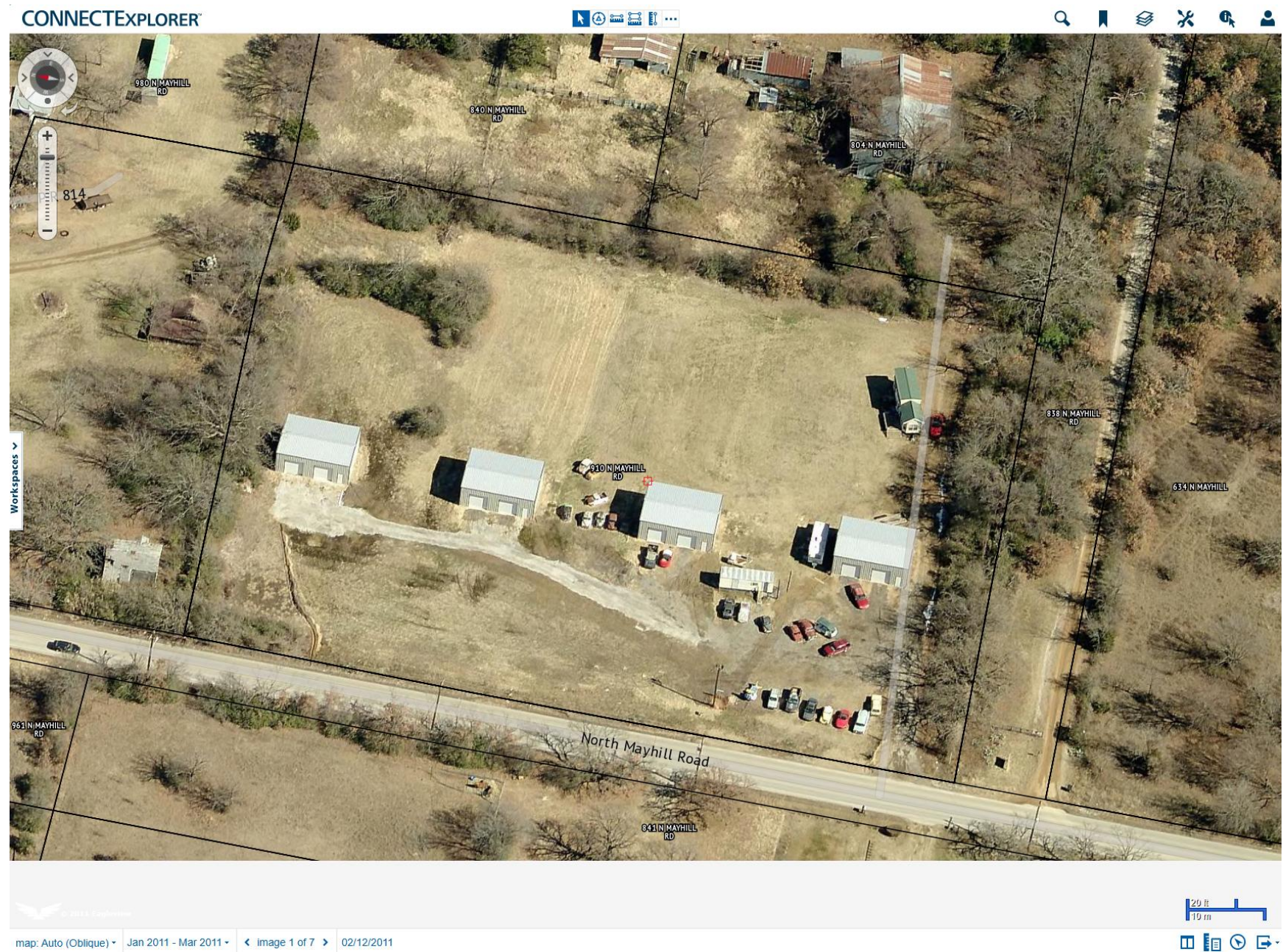
map: Auto (Oblique) ▾ Dec 2008 - Mar 2009 ▾ < image 1 of 11 > 02/04/2009



February 2010



February 2011



January 2013

CONNECTEXPLORER™



map: Auto (Oblique) • Dec 2012 - Mar 2013 • < image 1 of 7 > 01/03/2013



September 2013



January 2015

CONNECTEXPLORER

Search

Search by Address

Enter address or landmark

Workspaces

980 N MAYHILL RD

840 N MAYHILL RD

804 N MAYHILL RD

634 N MAYHILL

838 N MAYHILL RD

910 N MAYHILL RD

North Mayhill Road

961 N MAYHILL RD

841 N MAYHILL RD

© 2015 Eagleview

20 ft
10 m

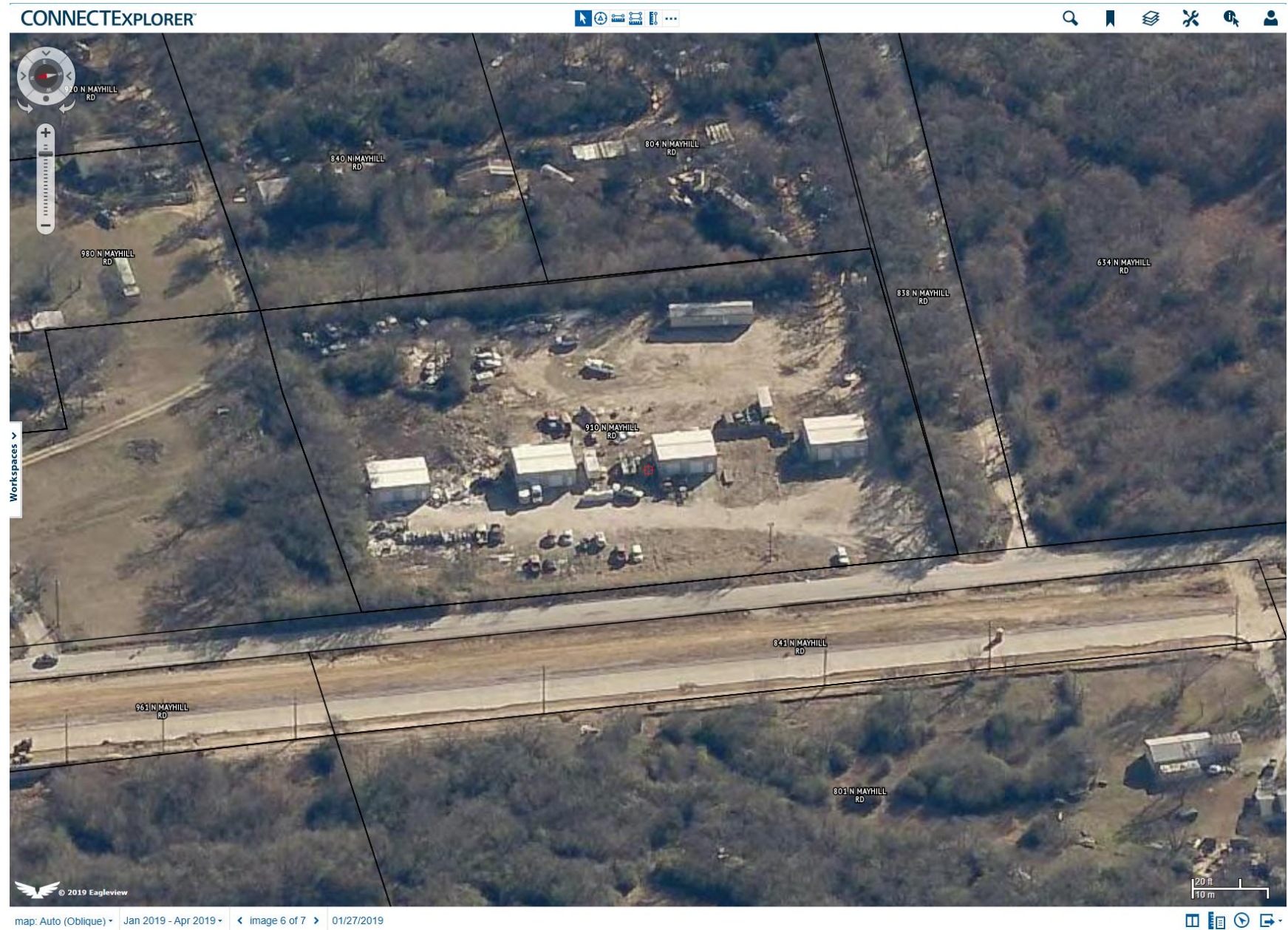
map: Auto (Oblique) Jan 2015 - Mar 2015 Image 1 of 10 01/21/2015

This is an aerial oblique view from the CONNECTEXPLORER platform. The central focus is a large, cleared area containing four white, rectangular industrial-style buildings. A parking lot with several vehicles is situated to the right of these buildings. The surrounding landscape is a mix of dry grass, dirt, and scattered trees. Several roads are visible and labeled: 980 N MAYHILL RD to the northwest, 840 N MAYHILL RD and 804 N MAYHILL RD to the north, 634 N MAYHILL to the northeast, 838 N MAYHILL RD to the east, 910 N MAYHILL RD to the southeast, and North Mayhill Road running horizontally across the bottom. Other labels include 961 N MAYHILL RD to the southwest and 841 N MAYHILL RD to the south. The interface features a top navigation bar with the 'CONNECTEXPLORER' logo, a search bar with a dropdown menu showing 'Search by Address' and a text input field, and a 'Workspaces' sidebar on the left. A compass and scale bar are located in the bottom left corner, and a copyright notice '© 2015 Eagleview' is present. The bottom status bar indicates the map is in 'Auto (Oblique)' mode, shows a date range of 'Jan 2015 - Mar 2015', and displays 'Image 1 of 10' with a timestamp of '01/21/2015'. A scale bar at the bottom right shows '20 ft' and '10 m'.

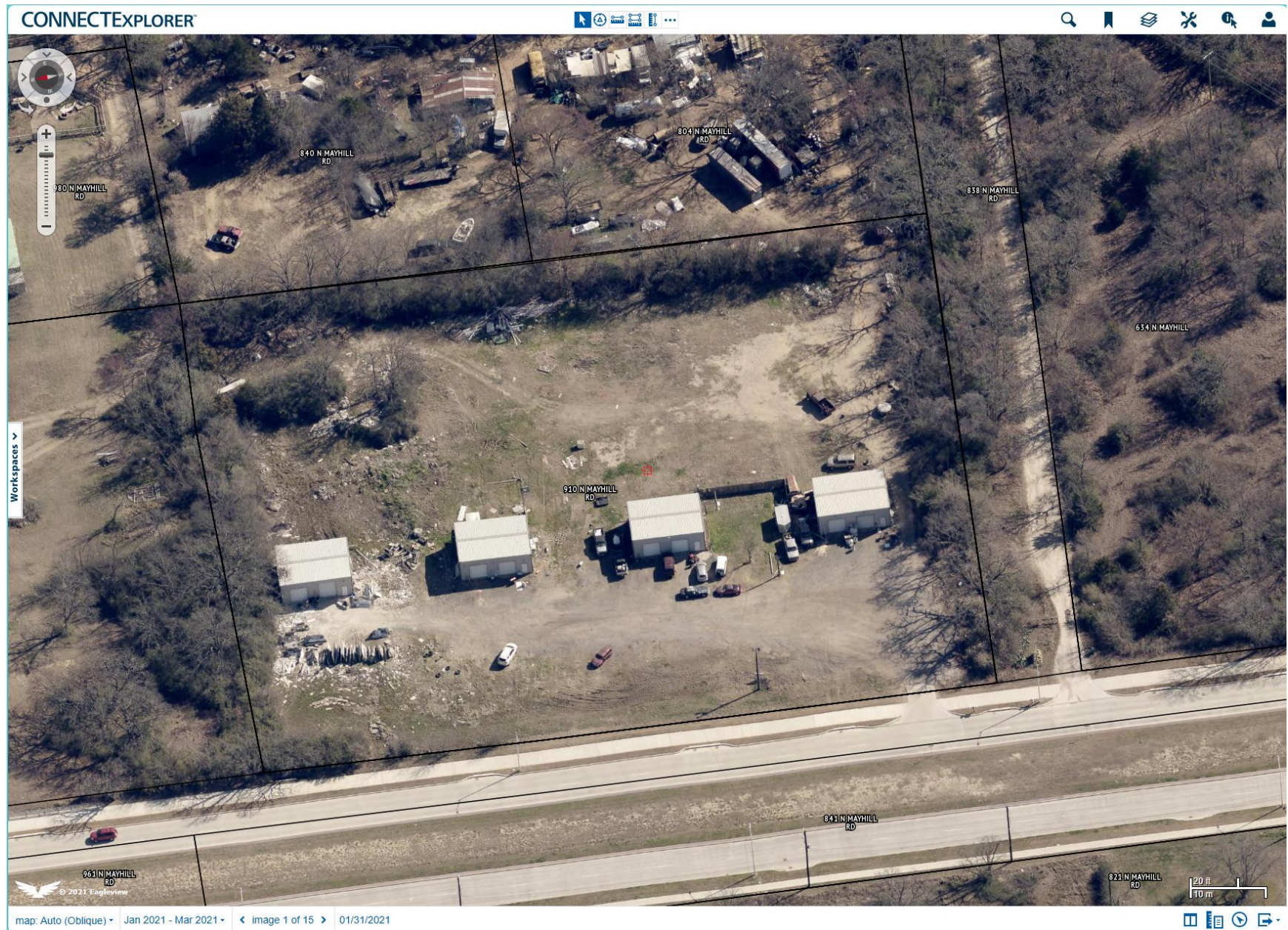
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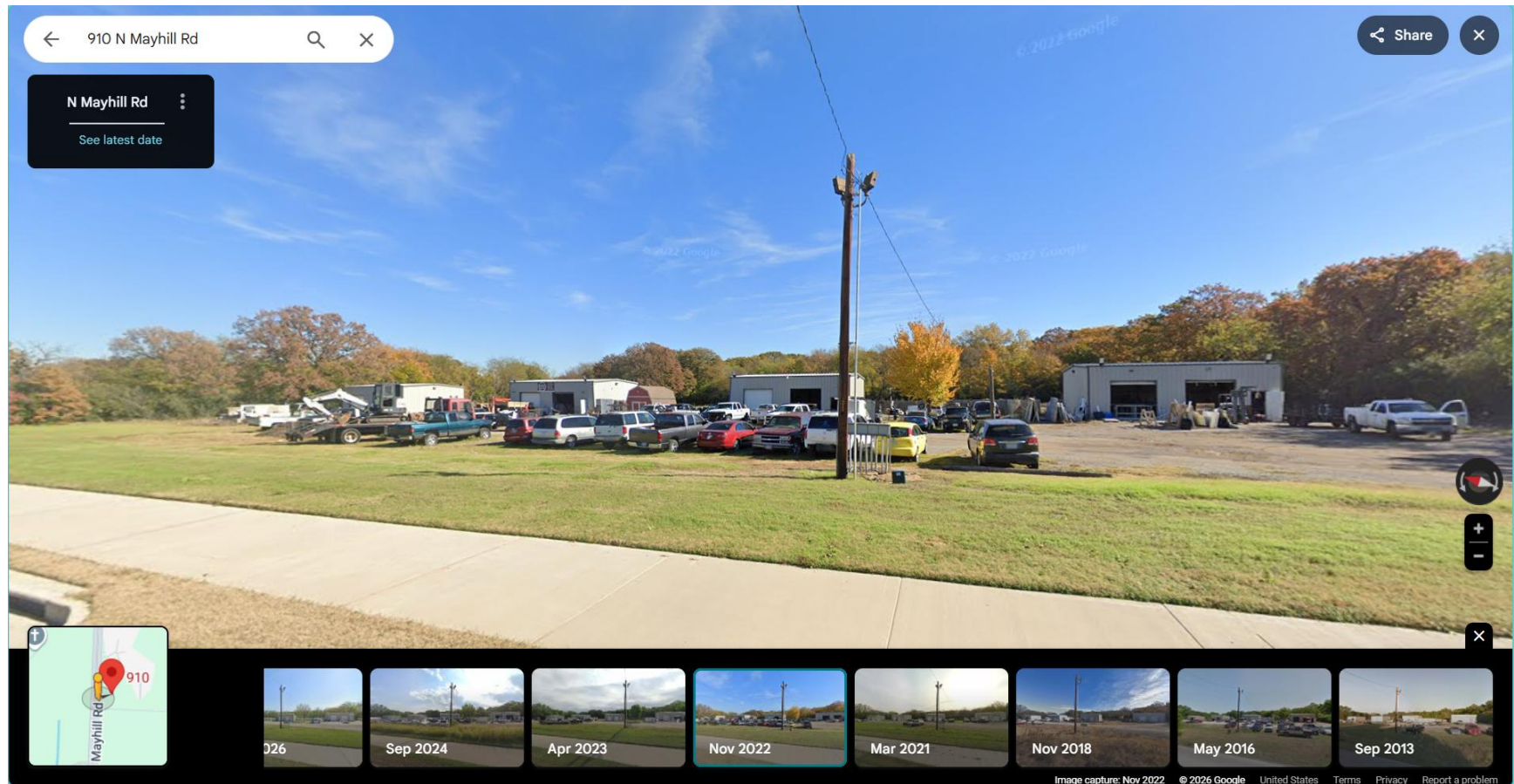
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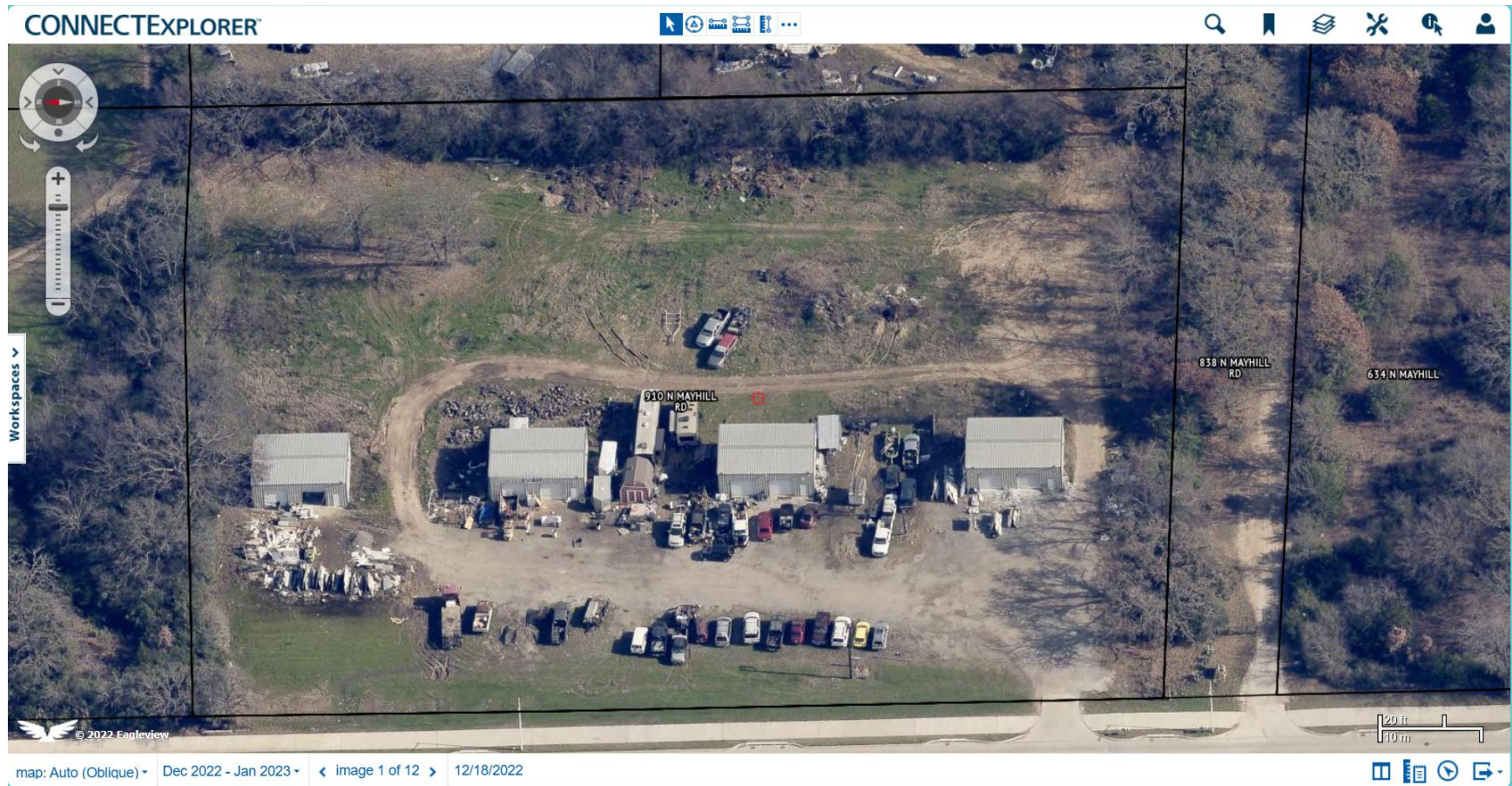
January 2021



November 2022



December 2022



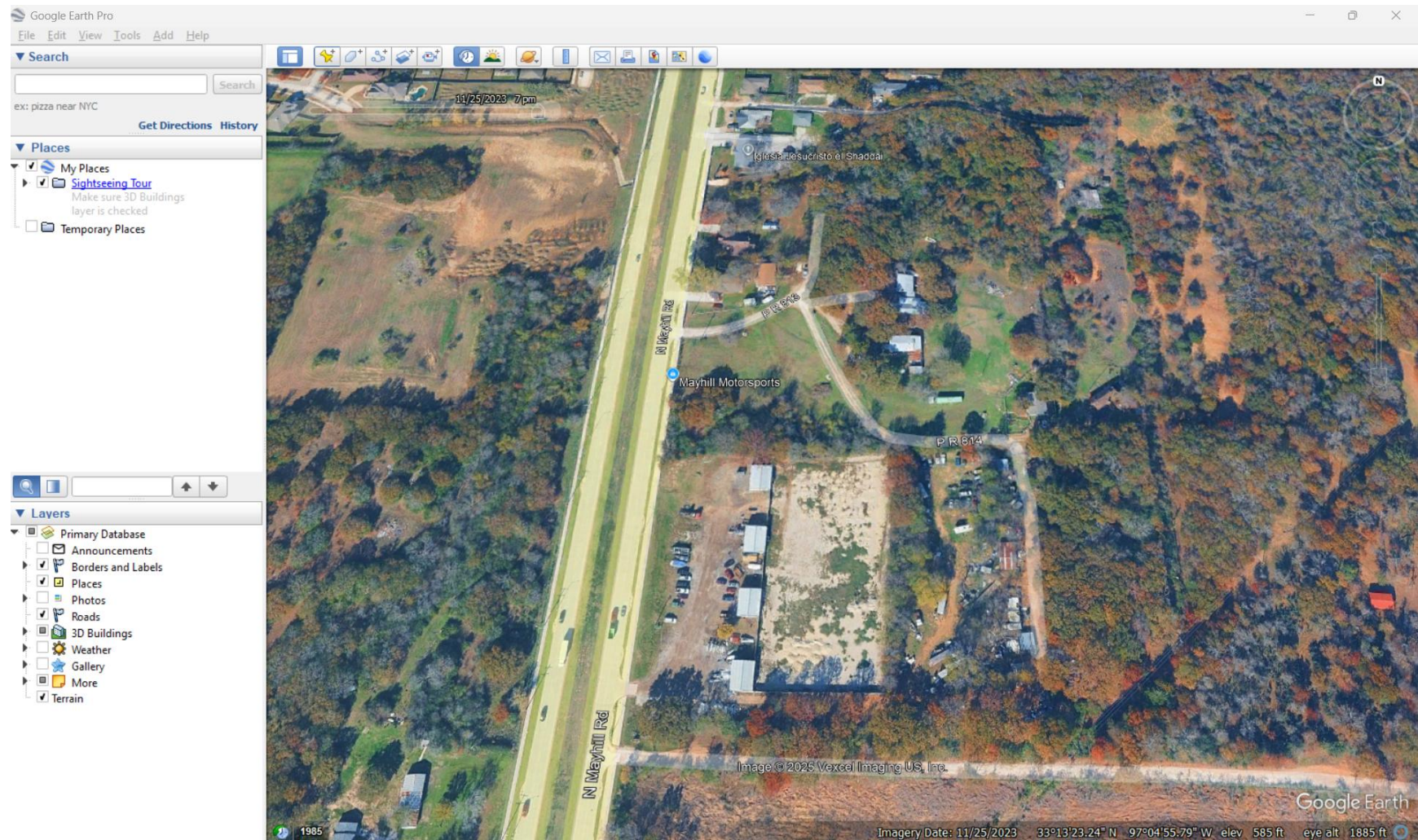
April 2023



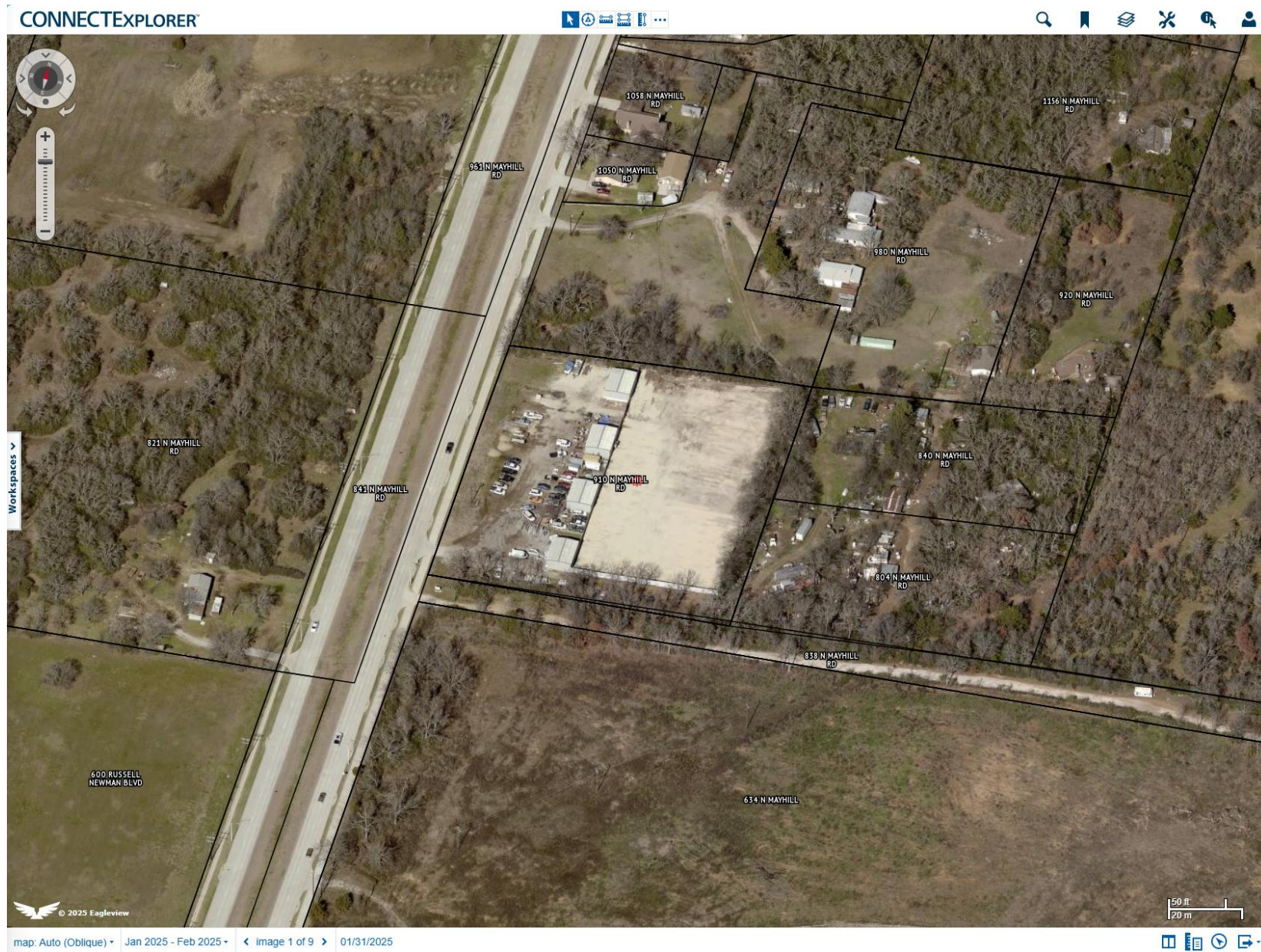
May 2023



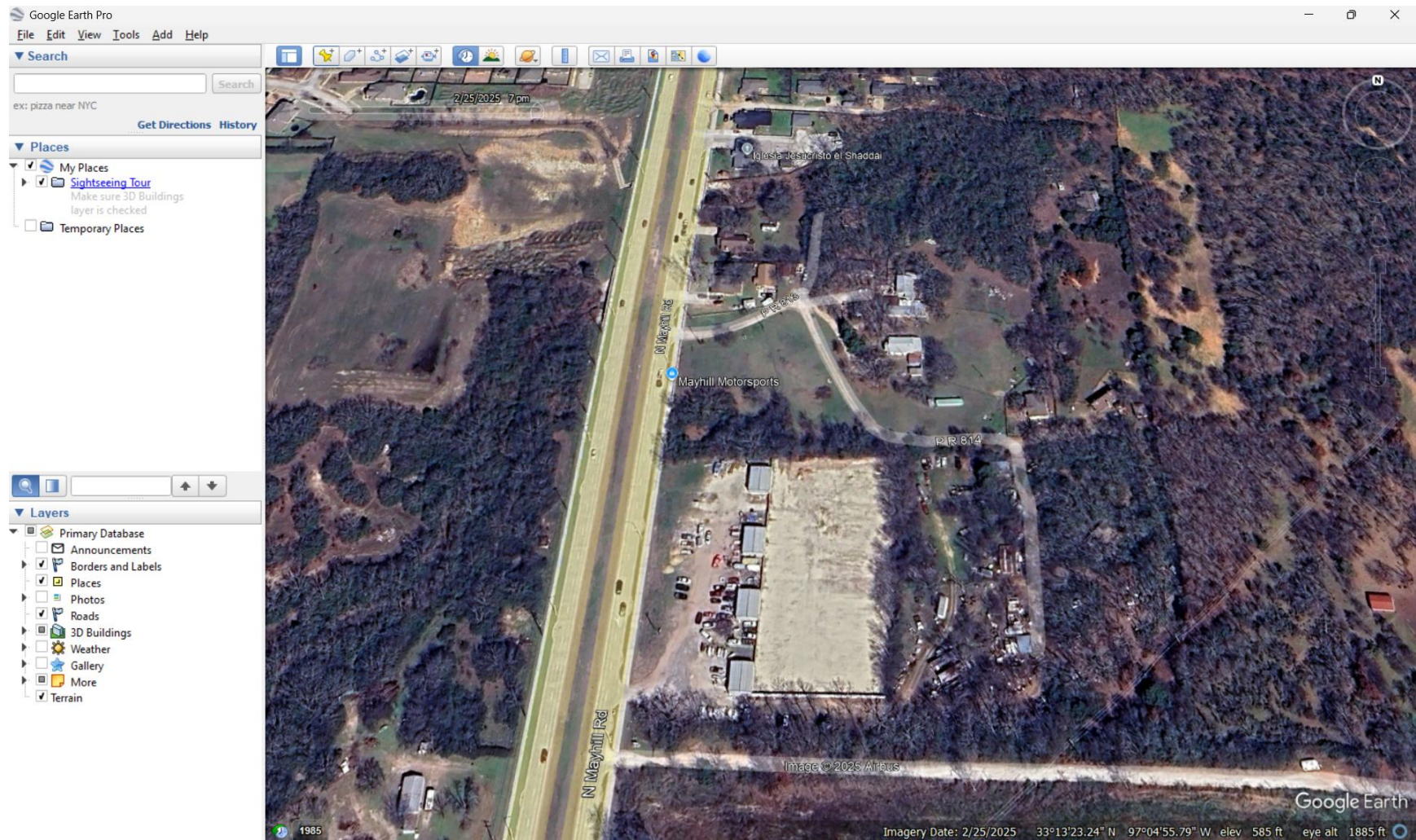
November 2023



January 2025



February 2025

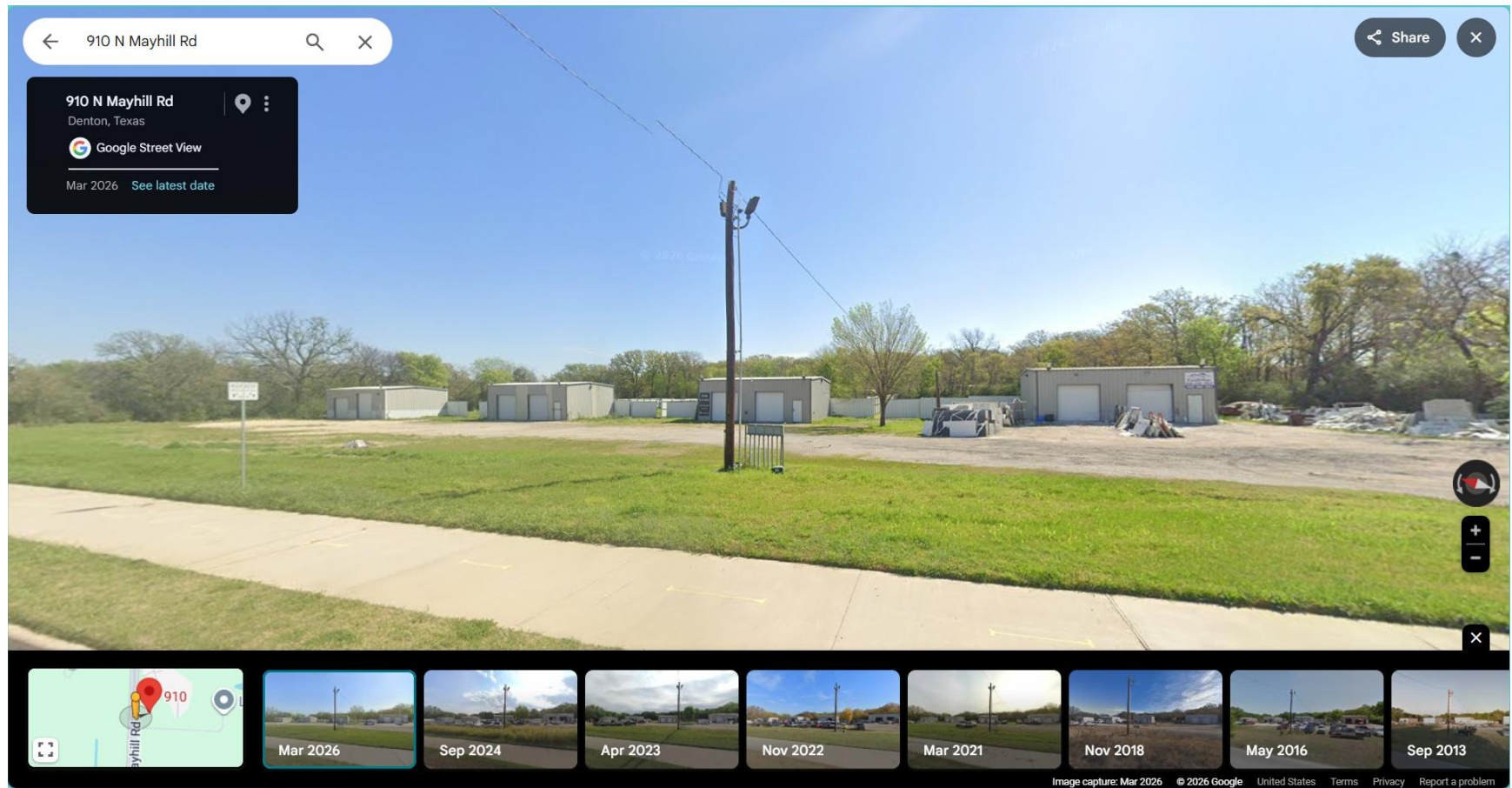


December 2025

CONNECTEXPLORER



March 2026



ACCOUNT 125333													
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CITY OF DENTON UTILITIES
 BATCH: 126169 CONSUMPTION YEAR-MONTH: 2018-06

BILLING JOURNAL 00076541 REPRINT meherrer 05/19/2026 10:38 Page: 2

CYCLE: ALL PSEUDO G/L ACCOUNT

DEBIT CREDIT

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1132	00006000.5089.00002.004420	ELE TCRF COMMERCIAL			0.77
1976	00006000.5090.00002.004420	ELEC ECA COMMERCIAL			7.02
			=====	=====	
				44.20	44.20

Utility	Balance Forward	No Bill	First	Final	Regular	Budget	Delay	Equal Payments
ELEC	0.00			1				0.00
MISC	0.00			1				0.00
=====								
	0.00							0.00
Total Bills:	1							

CITY OF DENTON UTILITIES
 BATCH: 136960 CONSUMPTION YEAR-MONTH: 2020-08

BILLING JOURNAL 00083908 REPRINT meherrer 05/19/2026 10:37 Page: 2

CYCLE: ALL PSEUDO G/L ACCOUNT

DEBIT CREDIT

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1001	00000600.2111.00000.000000	ELEC SALES TAX			2.76
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				=====	=====
				44.19	44.19

Utility	Balance Forward	No Bill	First	Final	Regular	Budget	Delay	Equal Payments
ELEC	0.00			1				0.00
MISC	0.00			1				0.00
=====								
	0.00							0.00
Total Bills:	1							

CITY OF DENTON UTILITIES
 BATCH: 139828 CONSUMPTION YEAR-MONTH: 2021-03

BILLING JOURNAL 00085763 REPRINT meherrer 05/19/2026 10:34 Page: 2

CYCLE: ALL PSEUDO G/L ACCOUNT

DEBIT

CREDIT

=====				=====	
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1001	00000600.2111.00000.000000	ELEC SALES TAX			3.92
1002	00000600.2206.00000.000000	ELEC RESI MUNI TAX			0.87
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1976	00006000.5090.00002.004420	ELEC ECA COMMERCIAL			13.26
				=====	=====
				62.81	62.81

Utility	Balance	Forward	No Bill	First	Final	Regular	Budget	Delay	Equal	Payments
ELEC		319.58			1					0.00
MISC		0.00			1					0.00
=====										=====
										0.00
Total Bills:	1	319.58								

Sec. 211.010. APPEAL TO BOARD. (a) Except as provided by Subsection (e), any of the following persons may appeal to the board of adjustment a decision made by an administrative official that is not related to a specific application, address, or project:

- (1) a person aggrieved by the decision; or
- (2) any officer, department, board, or bureau of the municipality affected by the decision.

(a-1) Except as provided by Subsection (e), any of the following persons may appeal to the board of adjustment a decision made by an administrative official that is related to a specific application, address, or project:

- (1) a person who:
 - (A) filed the application that is the subject of the decision;
 - (B) is the owner or representative of the owner of the property that is the subject of the decision; or
 - (C) is aggrieved by the decision and is the owner of real property within 200 feet of the property that is the subject of the decision; or
- (2) any officer, department, board, or bureau of the municipality affected by the decision.

(b) The appellant must file with the board and the official from whom the appeal is taken a notice of appeal specifying the grounds for the appeal. The appeal must be filed not later than the 20th day after the date the decision is made. On receiving the notice, the official from whom the appeal is taken shall immediately transmit to the board all the papers constituting the record of the action that is appealed.

(c) An appeal stays all proceedings in furtherance of the action that is appealed unless the official from whom the appeal is taken certifies in writing to the board facts supporting the official's opinion that a stay would cause imminent peril to life or property. In that case, the proceedings may be stayed only by a restraining order granted by the board or a court of record on application, after notice to the official, if due cause is shown.

(d) The board shall set a reasonable time for the appeal hearing and shall give public notice of the hearing and due notice to the parties in interest. A party may appear at the appeal hearing in person or by agent or attorney. The board shall decide the appeal at the next meeting for which notice can be provided following the

hearing and not later than the 60th day after the date the appeal is filed.

(e) A member of the governing body of the municipality who serves on the board of adjustment under Section [211.008](#)(g) may not bring an appeal under this section.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 363, Sec. 2, eff. Sept. 1, 1997.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 820 (H.B. [2497](#)), Sec. 2, eff. September 1, 2019.