



Application is hereby submitted for: (check one)

- special use permit, new
- special use permit, plan amendment
- special use permit, text only amendment

Project Name/Location

Property Address: 1831 West Cary Street Date: 08/21/20
 Tax Map #: _____ Fee: \$300
 Total area of affected site in acres: _____

(See page 6 for fee schedule, please make check payable to the "City of Richmond")

Zoning

Current Zoning: ⁽⁷¹⁾ UB-P03

Existing Use: Restaurant

Proposed Use

(Please include a detailed description of the proposed use in the required applicant's report)
We hope to provide an outdoor dining area for our customers due to COVID-19

Existing Use: Parking

Is this property subject to any previous land use cases?

Yes No If Yes, please list the Ordinance Number: _____

Applicant/Contact Person: _____

Company: The Fancy Biscuit and Shyndigz Market
 Mailing Address: 1831 West Cary Street
 City: Richmond State: VA Zip Code: 23220
 Telephone: (804) 869-7565 Fax: ()
 Email: bryon@shyndigz.com

Property Owner: ECK ENTERPRISES

If Business Entity, name and title of authorized signee: _____

(The person or persons executing or attesting the execution of this Application on behalf of the Company certifies that he or she has or have been duly authorized and empowered to so execute or attest.)

Mailing Address: PO BOX 7360
 City: Richmond State: VA Zip Code: 23221
 Telephone: (804) 358-0220 Fax: (804) 358-2695
 Email: office@eckenterprises.com

Property Owner Signature: *Keith A. Steyer* Eck Enterprises LLC

The names, addresses, telephone numbers and signatures of all owners of the property are required. Please attach additional sheets as needed. If a legal representative signs for a property owner, please attach an executed power of attorney. **Faxed or photocopied signatures will not be accepted.**

NOTE: Please attach the required plans, checklist, and a check for the application fee (see Filing Procedures for special use permits)

Applicant Report

The Fancy Biscuit & Shyndigz Market
1831 West Cary Street
Richmond VA 23220

Anticipated Number of Employees: 3

Hours of Operation: 7:00am until 11:00pm

We estimate vehicle traffic to minimally increase, likely less than pre-COVID-19 volume.

Proposed Special Use

The proposed areas will be characterized by commercial tent structures. Chairs, tables and other dining fixtures will define the areas under the tents. Seating will be spaced in a way to abide by all social distancing requirements.

This special use will improve the safety of our community by allowing guests to dine outdoors in an open-air environment. Operating hours will not disturb the surrounding residences during quiet hours and traffic will remain relatively unchanged.

Please see architectural drawings for more information.

PARKING SPACE LEASE AGREEMENT

Eck Enterprises LLC, as Lessor, does hereby agree to let to **Fancy Biscuit/Shyndigz LLC**, as Lessee, lease and use parking spaces located at 1912 West Cary Street building lot Richmond, Virginia, such parking spaces being further described in attachment "A" outlined in "RED" parking spaces at the aforementioned location. The lot is fenced in and has lighting at night and 24hr. video camera surveillance. Lessee shall be granted FIVE (5) designated parking spaces marked by letters "FB" for use after 8am. daily on the east side of the lot as you enter from Cary Street. The 18 total available parking spaces of the designated lot are available for use after 4:30 pm. daily and until 11pm. Monday thru Friday. Saturday and Sunday there is no daytime use restriction and Lessee may have full use of the designated parking area. However, it will be the responsibility of the Lessee to open and close the Cary Street gate as the Eck Enterprises facility is not attended on the weekend or observed Holiday's and the gates would not be unlocked by 8:00 am. as normal during the weekday. At night, the last vehicle or designated staff member to leave the lot shall be responsible for closing the double gate that opens onto Cary Street and engaging the padlock to the locked position. The following terms and conditions shall apply to this Parking Space Lease Agreement ("Agreement"):

Terms and Conditions:

- 1. Items Left in Vehicle.** Lessor shall not be responsible for damage or loss to possessions or items left in Lessee's vehicle.
- 2. Damage to Vehicle.** Lessor shall not be responsible for damage to Lessee's vehicle, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area.
- 3. Parking Lot Attendants.** Lessor shall not provide parking lot attendants.
- 4. Payments by Lessee.** Lessee agrees to pay \$ 325.00 per month for the lease of the aforementioned parking spaces. Lessee is to make such leasehold payment –(to Lessor or Lessor's Agent) online (or by mail) at PO Box7360, Richmond, VA. 23221. Payments shall be made in advance by Lessee on the first of each month.
- 5. AMENDED FOR ADDITIONAL SPACES.** Eck Enterprises will allow the use of all remaining spaces in Section one with ingress and egress onto West Cary Street of its lot adjacent to its 1912 West Cary Building for the remainder of 2020 ending or to be renewed on 01/02/2021.

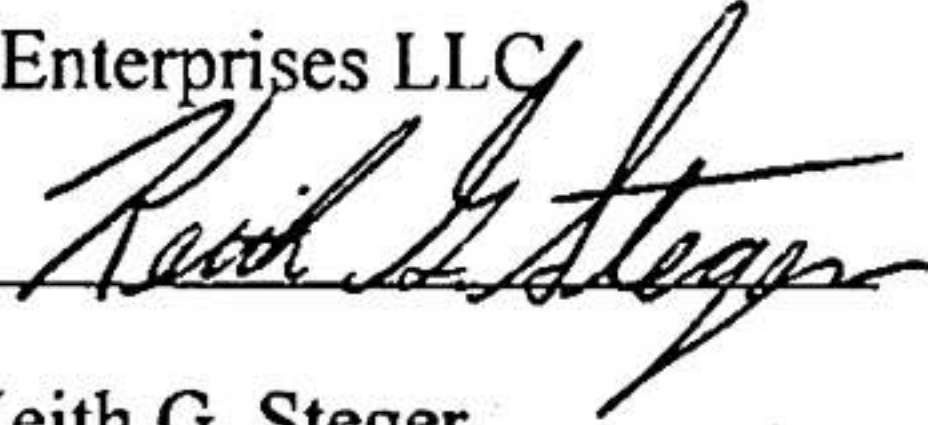
5. **Term:** This Lease shall have a term of three years from execution. If notice is not given 120 days before each term or renewal term end, then it will automatically renew for an additional 3 year term.

6. **Termination.** Either party may terminate this Agreement by providing 30 days written notice to the other party. Any such notice shall be directed to a party at the party's address as listed below in this Agreement.

7. **Damages and Loss of Equipment.** Lessee is responsible for any and all damages beyond normal wear and tear to the parking facilities.

EXECUTED AND AGREED by the parties hereto, this the 3rd day of June 1, 2019.

Eck Enterprises LLC

By: 

Keith G. Steger

Authorized Representative

Title: Executive Vice President

Lessor

Lessor's Address

1512 A West Main Street
Richmond, Virginia 232