



**PLANNING & ZONING COMMISSION AGENDA**  
**COMMISSIONERS REGULAR MEETING**  
**OCTOBER 14, 2021 AT 6:00 PM**  
**CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE**

**I. CALL TO ORDER**

*To address the commissioners regarding an agenda item, submit a 'Request to Speak' form before the meeting begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the form, and should address the commission as a whole, rather than individual members or staff.*

**II. REGULAR SESSION**

**A. ROLL CALL**

**B. VISITOR AND CITIZEN FORUM**

*At this time, any person may address the commission regarding items that are not on the agenda, provided that an official 'Speaker's Request Form' has been submitted to the secretary prior to the start of the meeting. All comments must be directed towards the commission as a whole, rather than individual members or staff. All speakers must limit their comments to the subject matter as listed on the 'Speaker's Request Form.' No formal action can be taken nor discussion held regarding these items.*

**C. REPORTS AND ANNOUNCEMENTS**

*In addition to any items below, the Chair and Commissioners may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.*

**D. DECISION ITEMS**

1. Consider approval of minutes for the May 13, 2021 regular meeting
2. **CASE #PZ 21-13** — Conduct a public hearing and consider a request by Mycoskie & Associates for a rezoning from C2 General Commercial, R2 & R3 Residential to R4 Residential for approximately 108 acres located at 299 Jonah Road situated in the C.B. Teague Survey Tract 4, 3780 New Hope Road, located in the Raceway Estates Addition Lots 7A & 7B, 3830 New Hope Road is situated in the Robert C Richey Survey Tract 1B, City of Kennedale, Tarrant County, Texas
3. **CASE #PZ 21-14** — Conduct a public hearing and consider a request by H. Nemat for a rezoning from R3 Single-Family Residential to R4 Single-Family Residential for approximately 1.474 acres located at 1200, 1220 and 1224 Mansfield Cardinal Road, in the B. Jopling Survey, Abstract 880 and the J. Russell Survey, Abstract 1361, Tracts 1D, 10A and 10B, City of Kennedale, Tarrant County, Texas
4. **CASE #PZ 21-15** — Conduct a public hearing and consider a request by FC Designs for a rezoning from R3 Single-Family Residential to TH Townhome District for approximately 0.35-acre located at 6800 Oak Crest Drive W, Oak Crest Addition, Block 1, Lots 26, City of Kennedale, Tarrant County, Texas
5. **CASE #PZ 21-16** — Conduct a public hearing and consider a request by FC Designs for a rezoning from R3 Single-Family Residential to TH Townhome District for approximately 0.35-acre located at 6808 Oak Crest Drive W, Oak Crest Addition, Block 1, Lots 28, City of Kennedale, Tarrant County, Texas
6. **CASE #PZ 21-17** — Consider a request by A. Khammash, for approval of a preliminary plat for approximately 8 acres located at 5869 Eden Road E, Lots 1-9 Block 1, Lots 1-16 Block 2, Lot 1 Block 3, and Lot 1 Block 4 of the Eden Meadows Addition, City of Kennedale, Tarrant County, Texas

### III. EXECUTIVE SESSION

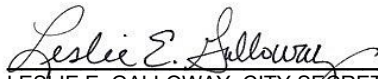
*Pursuant to Texas Government Code §551.071, the Commission reserves the right to adjourn into Executive Session at any time during this meeting to discuss posted Executive Session items or to seek legal advice from the City Attorney on any item posted on the agenda.*

### IV. RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED

### V. ADJOURNMENT

### CERTIFICATION

*I DO HEREBY CERTIFY THAT THE OCTOBER 14, 2021 PLANNING AND ZONING COMMISSION AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.*

  
LESLIE E. GALLOWAY, CITY SECRETARY

In compliance with the Americans with Disabilities Act (ADA), the City of Kennedale will provide for reasonable accommodations for persons attending meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meeting by calling 817-985-2104 or (TTY) 1-800-735-2989.

POSTED \_\_\_\_\_ (DATE) \_\_\_\_\_ (TIME)





## STAFF REPORT TO THE BOARD OF DIRECTORS

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**MEETING DATE:** OCTOBER 14, 2021

**AGENDA ITEM NUMBER:** INDIVIDUAL CONSIDERATION ITEM II.D.1.

**SUBJECT**

Consider approval of minutes for the May 13, 2021 regular meeting

**ORIGINATED BY**

Leslie E. Galloway, Interim City Manager

**SUMMARY**

Please see the attached minutes for your approval.

**RECOMMENDATION**

**ATTACHMENTS**

|    |                               |                                   |
|----|-------------------------------|-----------------------------------|
| 1. | 2021_05.13 PZ Minutes - DRAFT | 2021_05.13 PZ Minutes - DRAFT.pdf |
|----|-------------------------------|-----------------------------------|

**PLANNING & ZONING COMMISSION MINUTES**  
**COMMISSIONERS REGULAR MEETING VIA VIDEOCONFERENCE**  
**THURSDAY, MAY 13, 2021 AT 6:00 PM**

**MEMBERS OF THE PUBLIC MAY JOIN BY VISITING**  
**HTTPS://US02WEB.ZOOM.US/J/7732695410 AND/OR**  
**BY DIALING 877 853 5257 AND USING MEETING ID MEETING ID: 773 269 5410**

**I. CALL TO ORDER**

Chair Martha Dibella called the meeting to order at 6:01 p.m.

**II. REGULAR SESSION**

**III. ROLL CALL**

A quorum was present (see below); Staff in attendance: Director of Planning and Economic Development Melissa Dailey and Assistant Planner Grant Fore (board secretary).

| <b>PLANNING &amp; ZONING COMMISSION</b> |                             |                                   |                                   |               |
|-----------------------------------------|-----------------------------|-----------------------------------|-----------------------------------|---------------|
| <b>PLACE</b>                            | <b>MEMBER</b>               | <b>PRESENT<br/>AND<br/>VOTING</b> | <b>PRESENT<br/>NOT<br/>VOTING</b> | <b>ABSENT</b> |
| 1                                       | GREG ADAMS                  |                                   |                                   | X             |
| 2                                       | MARTHA DIBELLA, CHAIR       | X                                 |                                   |               |
| 3                                       | AUSTIN DEGENHART            |                                   |                                   | X             |
| 4                                       | KAYLA HUGHES, VICE CHAIR    | X                                 |                                   |               |
| 5                                       | PERRY CLEMENTI              | X*                                |                                   |               |
| 6                                       | BRENT JONES                 | X                                 |                                   |               |
| 7                                       | MARK PERKINS                | X                                 |                                   |               |
| 8                                       | DERRICK RUBIN, ALTERNATE    | X*                                |                                   |               |
| 9                                       | ANDREW MALKOWSKI, ALTERNATE |                                   |                                   | X             |

*\* Perry Clementi dropped from the call at or around 6:27 p.m. and was not available to vote on case 21-11. Therefore, Derrick Rubin was asked to serve as a voting member on PZ Cases 21-11 and 21-12. Mr. Rubin did not, however, vote on the first item (minute approval). Mr. Clementi rejoined the meeting at or around 6:30 p.m. and did vote on case 21-12.*

**IV. VISITOR AND CITIZEN FORUM**

There were no requests to speak at this time.

**V. REPORTS AND ANNOUNCEMENTS**

There were no reports or announcements.

**VI. MINUTES APPROVAL**

A. Consider approval of minutes for the April 8, 2021 regular meeting

**Motion To Approve. Action** Approve the minutes for the April 8, 2021 regular meeting, **Moved By Perkins, Seconded By Clementi. Motion passed unanimously.**

**VII. DECISION ITEMS**

- A. **CASE # PZ 21-11** to conduct a public hearing and consider a request by Mark Watson for a rezoning from "C2" Commercial to "R3" Residential for approximately 0.4 acres of land within 100 feet of the northeastern boundary line of 731 E Kennedale Parkway, Lot 15 (Bal 15), 15A, 16 (Bal16), 16C and 16D, CA Boaz J B Renfro Subdivision, City of Kennedale, Tarrant County, Texas

### **Staff Presentation**

Dailey explained that RE Watson is a glass product fabricator that was founded in 1981 and is currently located at 620 Tower Drive, and are now seeking a larger location in Kennedale. She added that 731 E Kennedale Parkway is currently vacant, with commercial uses fronting the Parkway with residential uses along Mansfield Cardinal – which is what is called for by the Future Land Use and Comprehensive Plans. In February, the City Council approved C2 zoning for the portions of 731 E Kennedale Parkway that were zoned R3. The applicant has since acquired 804 Mansfield Cardinal (in addition to 731 and 733 E Kennedale Parkway), allowing reconfiguration of the site.

There are now two cases before the board tonight – the first of which is to rezone a 100' deep portion of the lot at 731 E Kennedale Parkway that is along Mansfield Cardinal to R3; and the second (#21-12) would rezone 804 Mansfield Cardinal, except for a 100' deep portion of the lot along Mansfield Cardinal to C2. This would result in a 100' buffer of residential zoning along Mansfield Cardinal.

Dailey provided information about the building façade, screening, and landscaping requirements by the Board of Adjustment (BOA); and discussed the site plan, noting that approval by the BOA of a 25' setback (rather than 50') variance granted by the BOA would leave the building at least 125' from Mansfield Cardinal. There was some discussion of the driveway circling the property being for emergency services rather than unloading. Dailey closed by stating that the residential lots on Mansfield Cardinal would provide a buffer while moving the commercial portions closer to the Parkway.

### **Public Hearing**

Chair Dibella noted that speakers would be allowed three minutes and should state their name and address. The public hearing was opened at 6:16 p.m.

*There were no requests to speak.*

Public hearing closed at 6:17 p.m.

### **Board Discussion**

In response to a question from Mark Perkins, Dailey stated that the Council had approved the rezoning of 733 Kennedale Parkway to C2, and that afterwards, the applicant had acquired the property at 804 Mansfield Cardinal, allowing for the reconfiguration of the lot to allow for the buffer. Brent Jones stated that this plan seemed more residential friendly than the previous plan. Mark Watson, applicant, explained how the acquisition of the property at 804 had changed the original site plan. Kayla Hughes also thanked Mr. Watson for making this more palatable for the existing neighbors. There was some discussion of the BOA special exception that allowed for the building to take up less of the Kennedale Parkway frontage than would be typically required. Mr. Watson discussed how the various parking areas would be utilized as well as the secondary storage building that would not be immediately constructed. In response to a question from Chair Dibella, Dailey stated that, if approved, the front portion would be re-platted into a single lot and the back 100' into a separate residential lot. Dibella also thanked Mr. Watson for his amendment to the plan.

## Board Decision

**Motion To Approve. Action** Approve, as presented, CASE # PZ 21-11, a request by Mark Watson for a rezoning from "C2" Commercial to "R3" Residential for approximately 0.4 acres of land within 100 feet of the northeastern boundary line of 731 E Kennedale Parkway, Lot 15 (Bal 15), 15A, 16 (Bal16), 16C and 16D, CA Boaz J B Renfro Subdivision, City of Kennedale, Tarrant County, Texas, **Moved By** Vice Chair Hughes, **Seconded By** Perkins. **Motion passed unanimously\*.**

\*Note: During this vote, Mr. Perry Clementi had disconnected from the call. Therefore, Derrick Ruben was promoted to a voting member for this item and the remainder of the meeting.

- B. **CASE #PZ 21-12** to conduct a public hearing and consider a request by Mark Watson for a rezoning from "R3" Residential to "C2" Commercial for approximate 1 acre of land except for land within 100 feet of the northeastern boundary line of 804 Mansfield Cardinal Road, Lot 16A, CA Boaz J B Renfro Subdivision, City of Kennedale, Tarrant County, Texas

## Staff Presentation

Dailey noted that the front portion of the lot at 804 Mansfield Cardinal was shown on the zoning map as C2 (with the majority shown as R3), but that staff was unable to identify where the dividing line of that split zoning was; and was, therefore, including all of the lot (except for the back 100' depth along Mansfield Cardinal) in this rezoning.

## Public Hearing

Chair Dibella noted that speakers would be allowed three minutes and should state their name and address. The public hearing was opened at 6:32pm.

Stacey Scaief, 948 Sunrise Drive, asked about truck traffic.

*Dailey responded that there would be no access from the Mansfield Cardinal side of the property. That all traffic access would be on Kennedale Parkway.*

Public hearing closed at 6:34 p.m.

## Board Discussion

Clementi stated that he was glad to see the new site configuration in response to resident concerns.

## Board Decision

**Motion To Approve. Action** Approve, as presented, CASE #PZ 21-12, a request by Mark Watson for a rezoning from "R3" Residential to "C2" Commercial for approximate 1 acre of land except for land within 100 feet of the northeastern boundary line of 804 Mansfield Cardinal Road, Lot 16A, CA Boaz J B Renfro Subdivision, City of Kennedale, Tarrant County, Texas, **Moved By** Vice Chair Hughes, **Seconded By** Jones. **Motion passed unanimously.**

## IX. EXECUTIVE SESSION

No Executive Session was held.

Dailey stated that staff was planning to hold future meetings in-person at City Hall.

With no other items to consider, Chair Dibella adjourned the meeting at 6:35 p.m.

APPROVED:

ATTEST:

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MARTHA DIBELLA, P&Z CHAIR

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LESLIE E. GALLOWAY, CITY SECRETARY



## STAFF REPORT TO THE BOARD OF DIRECTORS

**Date:** October 14, 2021

**Agenda Item No:** DECISION ITEMS - 2.

### I. Subject:

**CASE #PZ 21-13** — Conduct a public hearing and consider a request by Mycoskie & Associates for a rezoning from C2 General Commercial, R2 & R3 Residential to R4 Residential for approximately 108 acres located at 299 Jonah Road situated in the C.B. Teague Survey Tract 4, 3780 New Hope Road, located in the Raceway Estates Addition Lots 7A & 7B, 3830 New Hope Road is situated in the Robert C Richey Survey Tract 1B, City of Kennedale, Tarrant County, Texas

### II. Originated by:

Chance LeBlanc, Planning Consultant with Dunaway

### III. Summary:

#### BACKGROUND AND OVERVIEW

|                                  |                                              |
|----------------------------------|----------------------------------------------|
| Request                          | Rezone from R2, R3 & C2 to R4                |
| Applicant                        | Mycoskie & Associates, Inc. (Jacob Sumpter)  |
| Location                         | 299 Jonah Rd & 3780 & 3830 New Hope Road     |
| Surrounding Uses                 | Single-Family Residential, Mobile Homes, ETJ |
| Surrounding Zoning               | R1, R2, R3 & PD-MHD                          |
| Future Land Use Plan Designation | Neighborhood Corridor & Neighborhoods        |
| Staff Recommendation             | Approve                                      |

#### CURRENT STATUS OF PROPERTY

The tracts located at 299 Jonah Rd. and 3830 New Hope Rd. are undeveloped. The lot located at 3780 New Hope Rd., formerly site of Texas Raceway, is now vacant.

#### SURROUNDING PROPERTIES & NEIGHBORHOOD

The subject area is located between Jonah Rd. and New Hope Rd. The future alignment of Little School Rd. identified in the Future Transportation Plan as a Boulevard and a priority bicycle/pedestrian project, will extend through the site connecting to Linda Rd. The surrounding area is characterized by a single-family homes and undeveloped land.

#### STAFF REVIEW

##### *Future Land Use Plan*

The Future Land Use Plan indicates this property as Neighborhood Corridor and Neighborhoods.

##### *Related Goals from the Comprehensive Land Use Plan*

The comprehensive plan goal related to this rezoning request falls under:

- PRINCIPLE 2: ECONOMIC PROSPERITY. PROMOTE ACCESS TO HOUSING.

Providing housing options for people of varying financial means and residential preferences.  
Provide the regulatory framework and developer support to provide quality housing for residents.  
Create job opportunities in Kennedale that help stabilize the local tax base and allow residents to work close to home.

#### *City Council Ends Statements and Goals*

- Financially responsible and sustainable.
- Well-planned community based on principles of a connected city, economic prosperity, and a thriving community.

#### **SUMMARY**

The developer plans to build single-family residential community on this 108-acre site. There are existing features which limit the developable area of this site. This includes a creek and floodplain running north/south through the property as well as Waters of the U.S. in the northern portion of the site. There is an existing overhead transmission line within an 80-foot wide Oncor easement that runs adjacent to the western property line.

A development agreement went into effect years ago which encouraged higher density residential development. The proposed zoning, R4, would allow for such a higher density single family development. The development will be required to meet standards for R4 zoning, which allows for 50-foot widths and must meet all requirements for single family development. This development would provide quality housing for residents of Kennedale. Staff believes the development of these lots for single family homes would be compatible and consistent with surrounding development.

The 2012 Comprehensive Plan designates the subject property as Neighborhoods and Neighborhood Corridors. The request to rezone to R4 is consistent with the Future Land Use Map.

#### **IV. Notification:**

#### **V. Fiscal Impact Summary:**

#### **VI. Legal Impact:**

#### **VII. Recommendation:**

Approve

#### **VIII. Alternative Actions:**

Based on the above analysis, staff recommends approval.

#### **ACTION BY THE COMMISSION:**

- **Approval:** Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for rezoning.
- **Deny:** Based on the information presented, I find that the proposed use does not meet (list standards or requirements not met) and make a motion to deny the request

#### **IX. Attachments:**

|     |                                                                                                        |                                                                                                            |
|-----|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 1.  | Zoning Change Application                                                                              | 299 Jonah Rd app.pdf                                                                                       |
| 2.  | Texas Raceway Rezoning                                                                                 | Texas Raceway Rezoning.pdf                                                                                 |
| 3.  | Surrounding Uses - Texas Raceway                                                                       | Surrounding Uses - Texas Raceway.pdf                                                                       |
| 4.  | Kennedale Raceway-Master Plan                                                                          | Kennedale Raceway-Master Plan.pdf                                                                          |
| 5.  | Future Land Use Map                                                                                    | FLUP Map - Texas Raceway.pdf                                                                               |
| 6.  | Abutter - GIS 299 Jonah                                                                                | Abutter - GIS 299 Jonah.pdf                                                                                |
| 7.  | Abutter - GIS 3780 New Hope                                                                            | Abutter - GIS 3780 New Hope.pdf                                                                            |
| 8.  | Abutter - GIS 3830 New Hope                                                                            | Abutter - GIS 3830 New Hope.pdf                                                                            |
| 9.  | Existing Development Agreement: HM Real Estate / McMillan                                              | Existing Development Agreement HM Real Estate Cynthia McMillan Dragstrip Drag Racing Track.pdf             |
| 10. | R426 TIRZ Development Agreement HM Real Estate Cynthia McMillan Dragstrip Drag Racing Track - comp (1) | R426 TIRZ Development Agreement HM Real Estate Cynthia McMillan Dragstrip Drag Racing Track - comp (1).pdf |

21-0428  
Permit Number

# APPLICATION

## ZONING CHANGE

### Requirements

Please review the following requirements. Your application **will not be accepted** if any of the below items are missing or incomplete.

- ☒ Legal description of property identified by metes and bounds as determined by a registered surveyor
- ☒ Map of the vicinity in which the property is located, and on which the property to be re-zoned is clearly identified by highlighter or by heavy lines
- ☒ Payment of rezoning fee: \$500.00 for properties less than 10 acres and \$1,500.00 for 10 or more acres
- ☒ All materials and application must be received by Planning Department at least 35 days prior to the scheduled Planning and Zoning Commission meeting date

### Applicant Information

Applicant Name: Mycoskie & Associates, Inc. - Jacob Sumpter, AICP

Applicant Title: Chief Operating Officer

Applicant Address: 519 E. Border Street Arlington, TX 76010

Applicant Phone: 817-469-1671 Applicant Email: jsumpter@mmatexas.com

### Owner Information (If applicant is not the owner, an affidavit must be submitted by owner)

Owner Name: HM Real Estate Management LTD

Owner Address: PO Box 820576

Owner Phone: 817-269-9076 Owner Email: dmcmillan@texasraceway.com

### Property Information

Property Address: 299 Jonah Road; 3780 & 3830 Kennedale New Hope Road

Property Legal Description: Refer to attached legal description

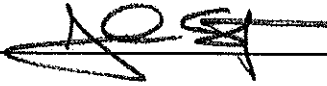
Present Use of Property: Undeveloped and vacant raceway

Present Zoning of Property: R2, R3, and C2

Desired Zoning of Property: R4

### Applicant Agreement

*By signing below, I acknowledge that I have read and completed all applicable requirements. I understand that if I have submitted an incomplete application or false/inaccurate information, my application may be rejected and any fees may not be refunded.*

Signature of Applicant:  Date: 6/07/2021



**For Office Use Only****Completeness Check**Application form completely filled and signed? ☐ Yes ☐ NoAttached site plan? ☐ Yes ☐ NoAttached legal description of property? ☐ Yes ☐ NoFee paid? ☐ Yes ☐ No

Sign \_\_\_\_\_ Date \_\_\_\_\_

**Preliminary Planning and Zoning Review**

Current zoning: \_\_\_\_\_ Proposed zoning: \_\_\_\_\_

Required attachments are complete and correct? ☐ Yes ☐ NoIs proposed use permitted under requested zoning? ☐ Yes ☐ No

Sign \_\_\_\_\_ Date \_\_\_\_\_



**KENNEDALE**  
Planning Department  
www.cityofkennedale.com

CITY OF KENNEDALE  
PLANNING & ZONING

OWNER AFFIDAVIT (Only required if applicant is applying on behalf of the owner)

Case # PZ \_\_\_\_\_

Property Address: 299 Jonah Road; 3780 & 3830 Kennedale New Hope Road

Legal Description: Refer to attached legal description

Applicant: Mycoskie & Associates, Inc. - Jacob Sumpter, AICP

Type of PZ request: R2, R3, and C2 to R4

I, Cindi McMillan, current owner of above mentioned property, authorize the applicant or his authorized representative to make application for the Kennedale Planning & Zoning Commission to consider granting the above reference request on my behalf and to appear before the Commission.

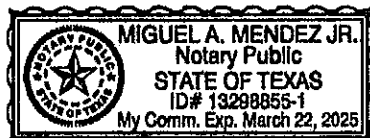
Owner Signature: Cindi McMillan

Date: 6/9/21

\*\*\*\*\*

SWORN TO and Subscribed before me by Cindi McMillan

ON THIS 9 DAY OF June, 2021



Miguel Mendez Jr.

Notary Public, Tarrant County, Texas

**EXHIBIT "A"**  
**ZONING EXHIBIT**  
**108.77 ACRES/4,737,900 SQ. FT.**

**BEING** a 108.77 ACRE (4,737,900 SQUARE FOOT) TRACT OF LAND SITUATED IN THE C.B. TEAGUE SURVEY, ABSTRACT No. 1506, THE ROBERT C. RICHEY SURVEY, ABSTRACT No. 1327 AND THE JOEL SNIDER SURVEY, ABSTRACT No. 1448 AND BEING 1) ALL OF A CALLED 17.92 ACRE TRACT DESCRIBED IN DEED TO HM REAL ESTATE MANAGEMENT, LTD. AS RECORDED IN COUNTY CLERK'S FILE No. D220249324, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS; 2) ALL OF A CALLED 2.000 ACRE TRACT CALLED TRACT I AND BEING PART OF LOT 1, RACEWAY ESTATES, AN ADDITION TO THE CITY OF KENNEDALE, TEXAS AS SHOWN ON THE PLAT RECORDED IN CABINET A, SLIDE 2059, PLAT RECORDS, TARRANT COUNTY, TEXAS DESCRIBED IN DEED TO HM REAL ESTATE MANAGEMENT, LTD AS RECORDED IN COUNTY CLERK'S FILE No. D203464548 OF SAID OFFICIAL PUBLIC RECORDS; 3) ALL OF A CALLED TRACT 2 AND BEING PART OF LOT 7, RACEWAY ESTATES, AN ADDITION TO THE CITY OF KENNEDALE AS SHOWN ON THE PLAT RECORDED IN CABINET A, SLIDE 5932 OF SAID PLAT RECORDS DESCRIBED IN DEED TO HM REAL ESTATE MANAGEMENT AS RECORDED IN COUNTY CLERK'S FILE No. D203464548 OF SAID OFFICIAL PUBLIC RECORDS; 4) ALL OF A CALLED 1.573 ACRE TRACT CALLED TRACT III DESCRIBED IN DEED TO HM REAL ESTATE MANAGEMENT, LTD. AS RECORDED IN COUNTY CLERK'S FILE No. D203464548 OF SAID OFFICIAL PUBLIC RECORDS; AND 5) ALL OF A CALLED 2.657 ACRE TRACT DESCRIBED IN DEED TO HM REAL ESTATE MANAGEMENT, LTD. AS RECORDED IN COUNTY CLERK'S FILE No. 208437501 OF SAID OFFICIAL PUBLIC RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A POINT FOR THE COMMON SOUTHWEST CORNER OF SAID 17.92 ACRE TRACT AND THE NORTHWEST CORNER OF SAID LOT 7, FROM WHICH A POINT FOR THE COMMON SOUTHWEST CORNER OF SAID TEAGUE SURVEY AND THE NORTHWEST CORNER OF SAID RICHEY SURVEY BEARS SOUTH 88°43' WEST, A DISTANCE OF 82.70 FEET;

**THENCE**, NORTH 00°38'00" WEST, WITH THE WEST BOUNDARY LINE OF SAID 17.92 ACRE TRACT, A DISTANCE OF 879.65 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 17.92 ACRE TRACT;

**THENCE**, SOUTH 89°05'00" EAST, WITH THE NORTH BOUNDARY LINE OF SAID 17.92 ACRE TRACT, A DISTANCE OF 905.27 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 17.92 ACRE TRACT;

**THENCE**, SOUTH 00°38'00" EAST, WITH THE EAST BOUNDARY LINE OF SAID 17.92 ACRE TRACT, A DISTANCE OF 844.90 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 17.92 ACRE TRACT AND BEING IN THE NORTH BOUNDARY LINE OF THE AFORESAID LOT 7;

**THENCE**, NORTH 88°43'00" EAST, WITH THE SAID NORTH BOUNDARY LINE, A DISTANCE OF 474.08 FEET TO A POINT FOR THE COMMON NORTHEAST CORNER OF SAID LOT 7 AND THE NORTHWEST CORNER OF RACEWAY ESTATES, LOTS 1 THROUGH 6, A SUBDIVISION OF SAID ROBERT C. RICHEY SURVEY AS SHOWN ON THE MAP RECORDED IN CABINET A, SLIDE 2059 OF SAID PLAT RECORDS;

**THENCE**, SOUTH, WITH THE COMMON EAST BOUNDARY LINE OF SAID LOT 7 AND THE WEST BOUNDARY LINE OF SAID RACEWAY ESTATES, LOTS 1 THROUGH 6 SUBDIVISION, A DISTANCE OF 878.26 FEET TO A POINT FOR THE NORTHEAST CORNER OF A CALLED 3.175 ACRE SAVE AND EXCEPT TRACT DESCRIBED IN DEED TO HM REAL ESTATE MANAGEMENT AS RECORDED IN COUNTY CLERK'S FILE No. D203464548 OF SAID OFFICIAL PUBLIC RECORDS;

**THENCE**, OVER AND ACROSS SAID LOT 7 THE FOLLOWING 3 COURSES AND DISTANCES:

SOUTH 86°14'00" WEST, WITH THE NORTH BOUNDARY LINE OF SAID 3.175 ACRE SAVE AND EXCEPT TRACT, A DISTANCE OF 217.43 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 3.175 ACRE SAVE AND EXCEPT TRACT,

SOUTH, WITH THE WEST BOUNDARY LINE OF SAID 3.175 ACRE SAVE AND EXCEPT TRACT, A DISTANCE OF 637.49 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 3.175 ACRE SAVE AND EXCEPT TRACT, AND

NORTH 86°14'00" EAST, WITH THE SOUTH BOUNDARY LINE OF SAID 3.175 ACRE SAVE AND EXCEPT TRACT, A DISTANCE OF 217.43 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 3.175 ACRE SAVE AND EXCEPT TRACT AND BEING IN THE COMMON EAST BOUNDARY LINE OF SAID LOT 7 AND THE WEST BOUNDARY LINE OF SAID RACEWAY ESTATES, LOTS 1 THROUGH 6 SUBDIVISION;

**THENCE**, SOUTH, WITH SAID COMMON LINE, A DISTANCE OF 431.40 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE AFORESAID 2.000 ACRE TRACT;

**THENCE**, NORTH 86°14'00" EAST, WITH THE NORTH BOUNDARY LINE OF SAID 2.000 ACRE TRACT, OVER AND ACROSS THE AFORESAID LOT 1, A DISTANCE OF 450.97 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 2.000 ACRE TRACT AND BEING IN THE COMMON EAST BOUNDARY LINE OF SAID LOT 1 AND THE WEST BOUNDARY LINE OF SOUTH NEW HOPE ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

**THENCE**, SOUTH, WITH SAID COMMON LINE, A DISTANCE OF 193.60 FEET TO A POINT FOR THE COMMON SOUTHEAST CORNER OF SAID 2.000 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID LOT 2;

**THENCE**, SOUTH 86°14'00" WEST, WITH THE COMMON SOUTH BOUNDARY LINE OF SAID 2.000 ACRE TRACT AND THE SOUTH BOUNDARY LINE OF SAID LOT 1, A DISTANCE OF 10.02 FEET TO A POINT FOR THE EASTERNMOST NORTHEAST CORNER OF SAID LOT 7;

**THENCE**, SOUTH, WITH THE COMMON EAST BOUNDARY LINE OF SAID LOT 7 AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 582.48 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID LOT 7 AND BEING IN THE COMMON NORTH BOUNDARY LINE OF SAID SNYDER SURVEY AND THE SOUTH BOUNDARY LINE OF SAID RICHEY SURVEY;

**THENCE**, WEST, WITH SAID COMMON LINE AND THE SOUTH BOUNDARY LINE OF SAID LOT 7, A DISTANCE OF 470.60 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 1.573 ACRE TRACT;

**THENCE**, SOUTH 03°12'44" EAST, WITH THE EAST BOUNDARY LINE OF SAID 1.573 ACRE TRACT, A DISTANCE OF 116.99 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 1.573 ACRE TRACT;

**THENCE**, SOUTH 88°49'42" WEST, WITH THE SOUTH BOUNDARY LINE OF SAID 1.573 ACRE TRACT, A DISTANCE OF 557.55 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 1.573 ACRE TRACT;

**THENCE**, NORTH 04°17'04" WEST, WITH THE WEST BOUNDARY LINE OF SAID 1.573 ACRE TRACT, A DISTANCE OF 128.56 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 1.573 ACRE TRACT AND BEING IN THE COMMON SOUTH BOUNDARY LINE OF SAID LOT 7, THE NORTH BOUNDARY LINE OF SAID SNYDER SURVEY AND THE SOUTH BOUNDARY LINE OF SAID RICHEY SURVEY;

**THENCE**, WEST, WITH SAID COMMON LINE OF SAID LOT 7, A DISTANCE OF 460.85 FEET TO A POINT FOR THE COMMON SOUTHERNMOST SOUTHWEST CORNER OF SAID LOT 7 AND THE SOUTHEAST CORNER OF THE AFORESAID CALLED 2.657 ACRE TRACT;

**THENCE**, WEST, WITH THE SOUTH BOUNDARY LINE OF SAID 2.657 ACRE TRACT, A DISTANCE OF 416.64 FEET TO A POINT FOR THE COMMON SOUTHWEST CORNER OF SAID 2.657 ACRE TRACT, THE NORTHWEST CORNER OF SAID SNYDER SURVEY AND THE SOUTHWEST CORNER OF SAID RICHEY SURVEY;

**THENCE**, NORTH 36°52'05" EAST, WITH THE NORTHWEST BOUNDARY LINE OF SAID 2.657 ACRE TRACT, A DISTANCE OF 160.78 FEET TO A POINT FOR THE WESTERNMOST SOUTHWEST CORNER OF SAID LOT 7;

**THENCE**, NORTH 00°09'00" WEST, WITH THE WEST BOUNDARY LINE OF SAID LOT 7, A DISTANCE OF 2534.75 FEET TO THE **POINT OF BEGINNING**;





## LOCATION MAP



civil engineering surveying landscape architecture planning

tbpe registration number: f - 2759

tbpls registration/license number: 10088000

519 east border

arlington, texas 76010

817-469-1671

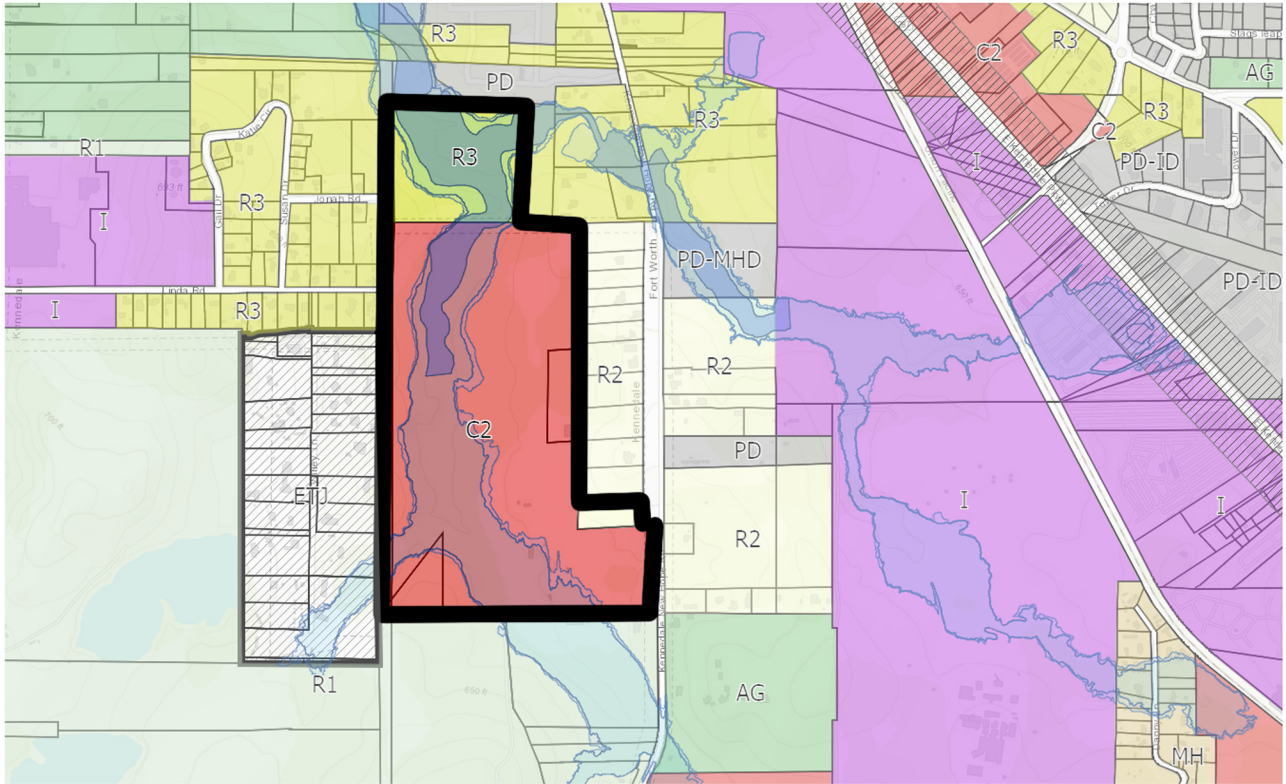
fax: 817-274-8757

[www.mmatexas.com](http://www.mmatexas.com)

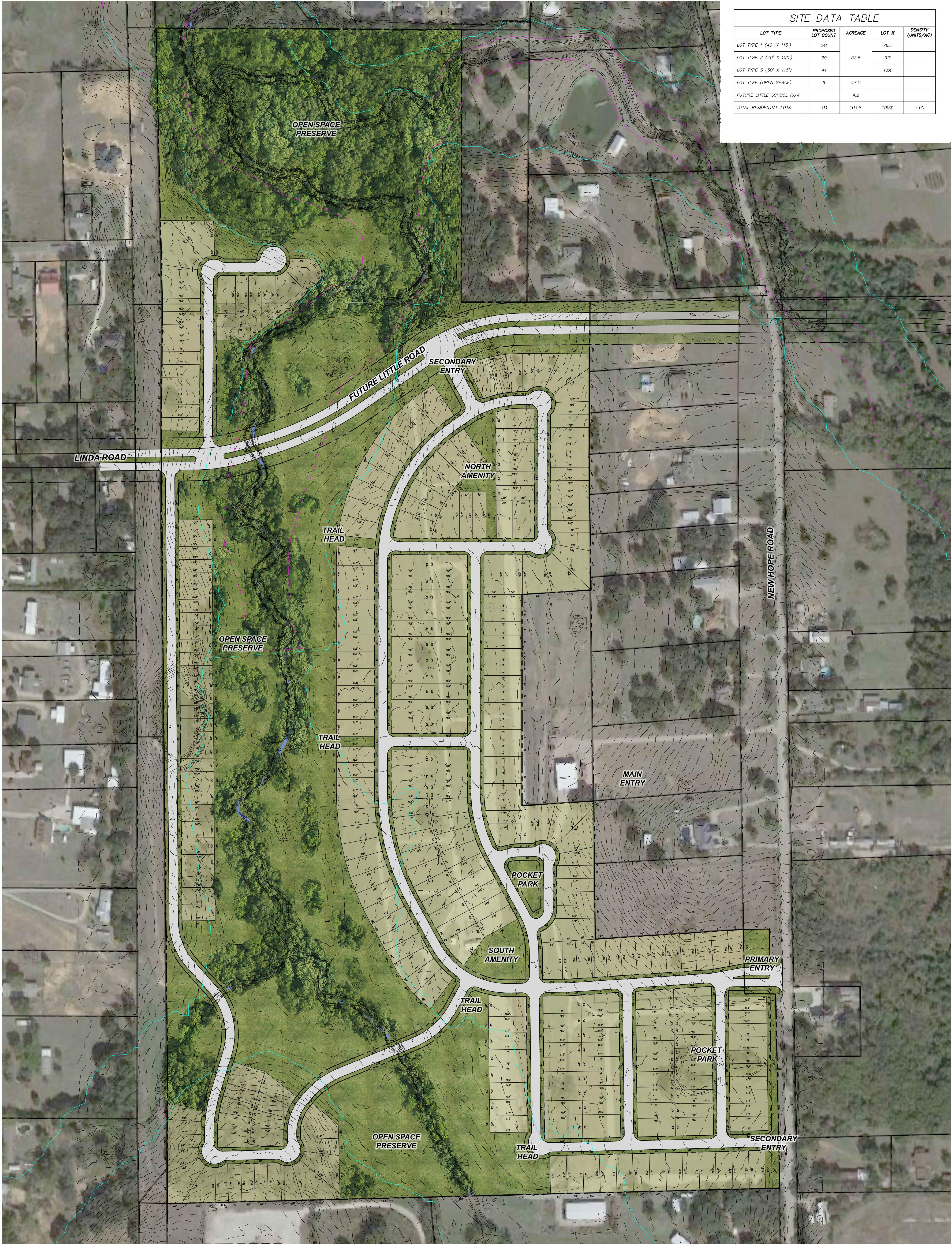


# PZ CASE 21-13

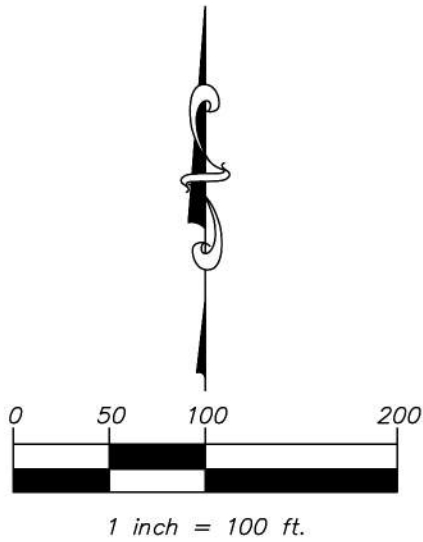
299 Jonah, 3780 New Hope, 3830 New Hope







| SITE DATA TABLE          |                    |         |       |                    |
|--------------------------|--------------------|---------|-------|--------------------|
| LOT TYPE                 | PROPOSED LOT COUNT | ACREAGE | LOT % | DENSITY (UNITS/AC) |
| LOT TYPE 1 (40' X 115')  | 241                | 52.6    | 78%   |                    |
| LOT TYPE 2 (40' X 100')  | 29                 |         | 9%    |                    |
| LOT TYPE 3 (50' X 115')  | 41                 |         | 13%   |                    |
| LOT TYPE (OPEN SPACE)    | 9                  | 47.0    |       |                    |
| FUTURE LITTLE SCHOOL ROW |                    | 4.2     |       |                    |
| TOTAL RESIDENTIAL LOTS   | 311                | 103.8   | 100%  | 3.00               |

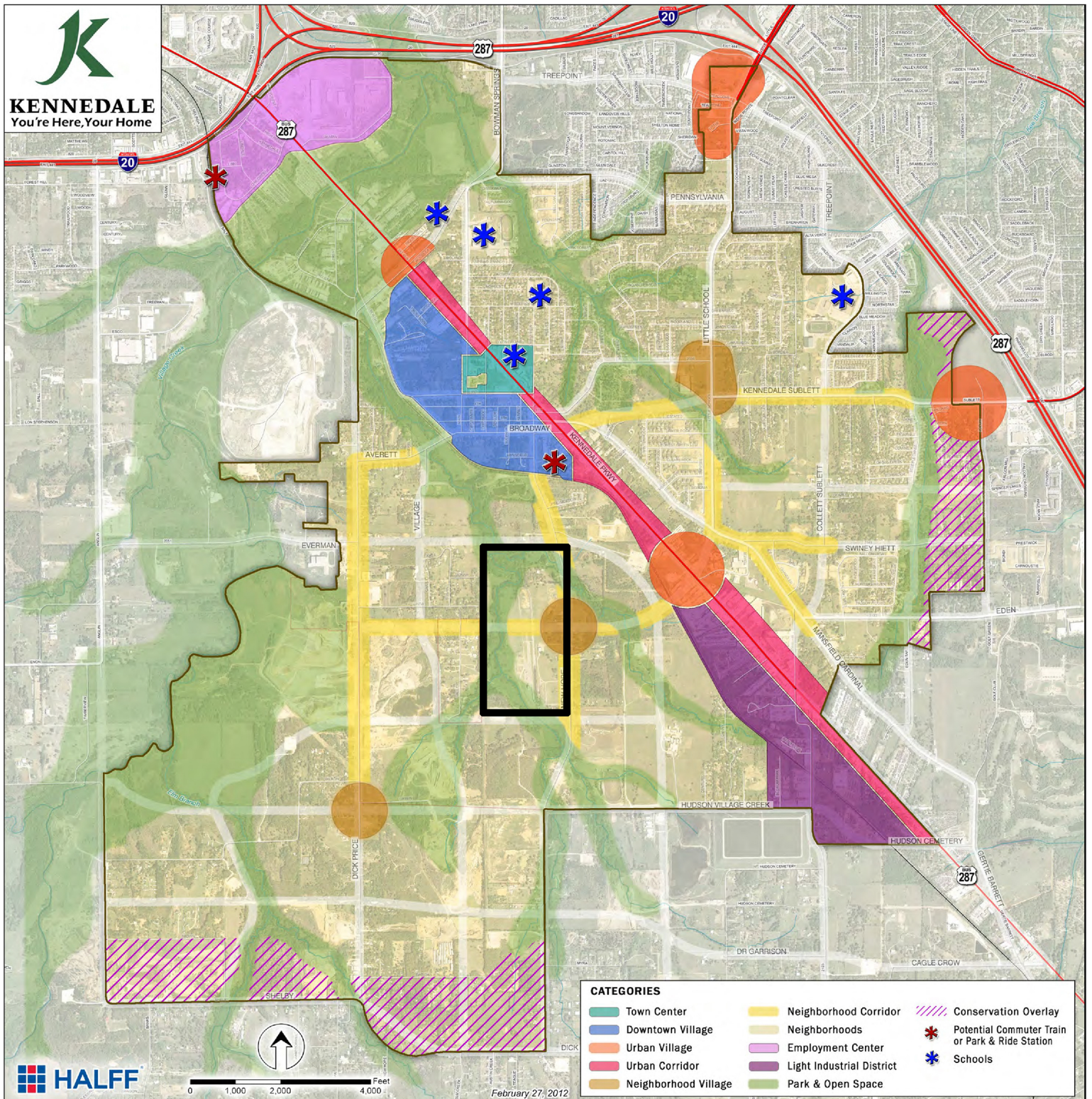


CONCEPT LAND PLAN - 03  
KENNEDALE RACEWAY  
KENNEDALE, TX

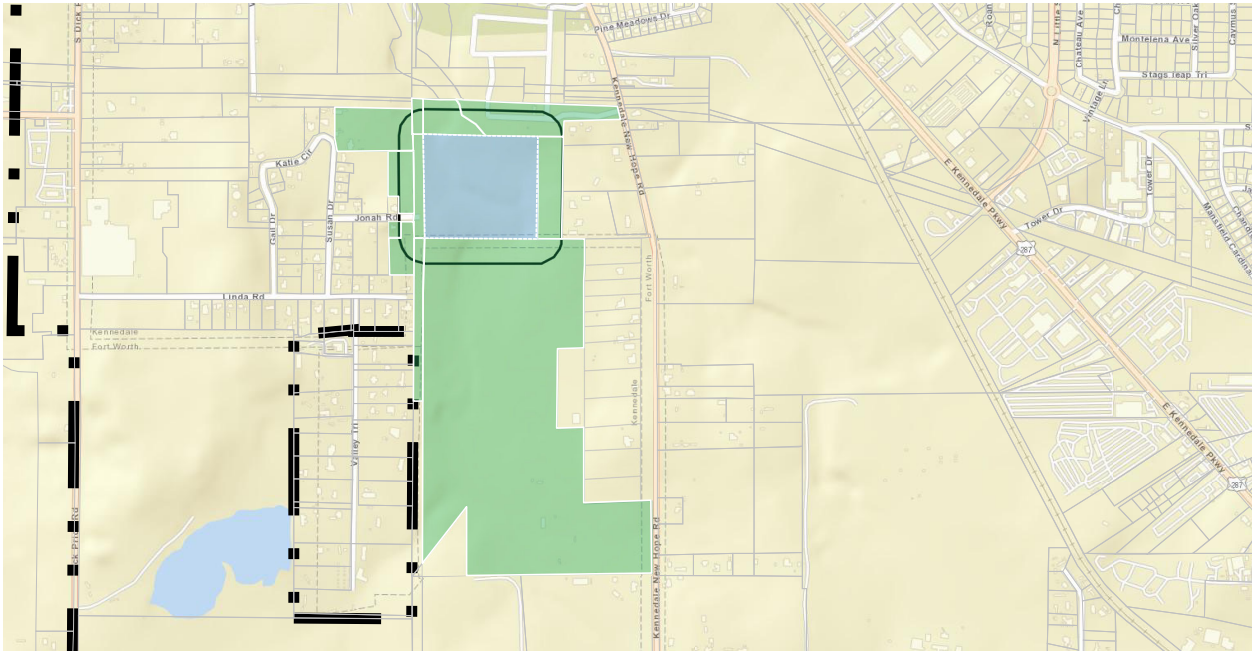




**KENNEDALE**  
You're Here. Your Home



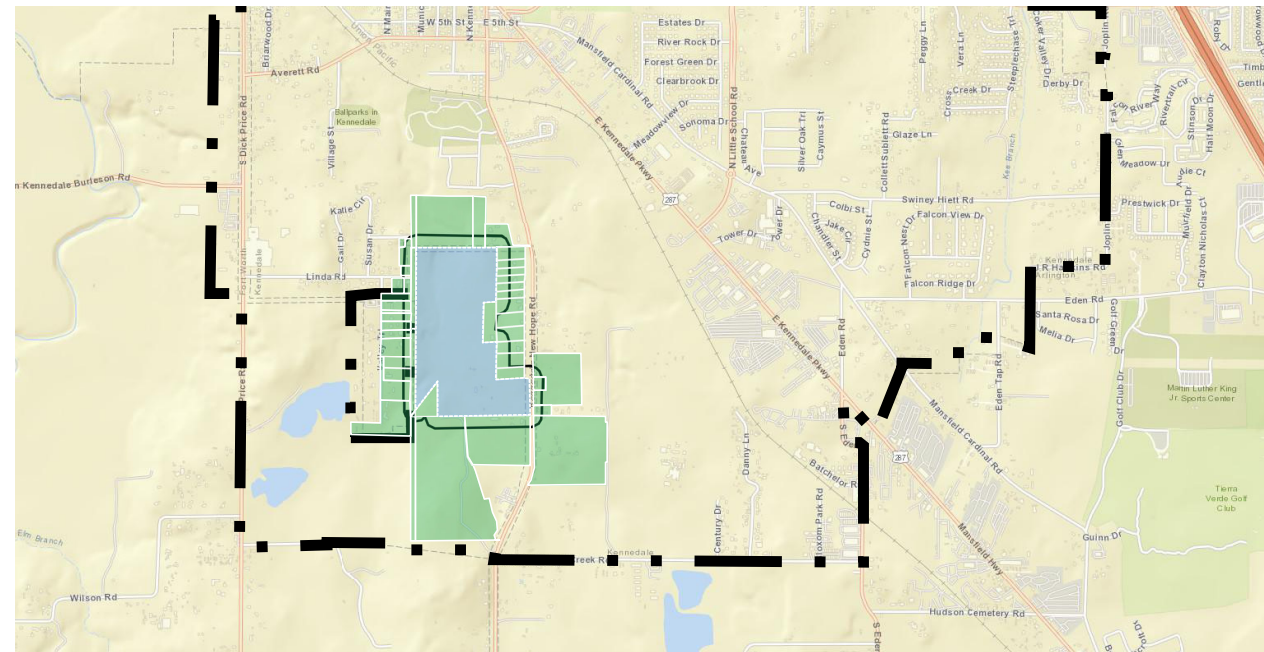




**Parcel Information**

299 JONAH RD  
A1506-4

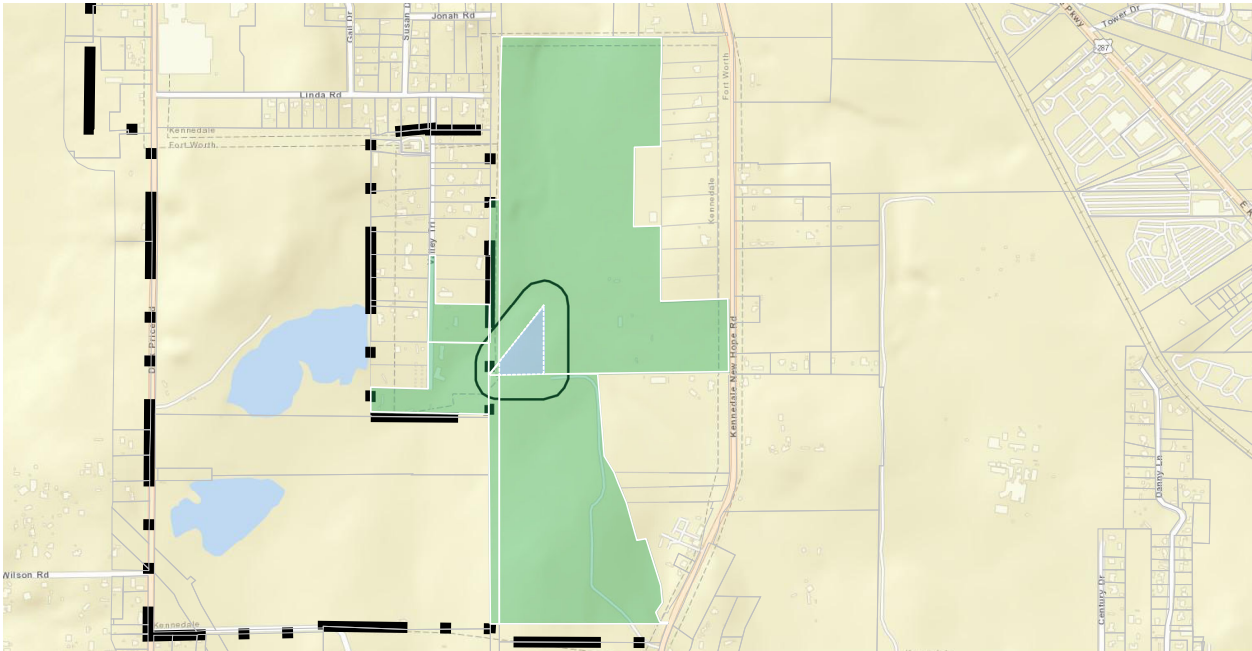
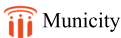




**Parcel Information**

3780 KENNEDALE NEW HOPE RD  
33323--7B





**Parcel Information**

3830 KENNEDALE NEW HOPE RD  
A1327-1B



## **DEVELOPMENT AGREEMENT**

This Development Agreement (this "Agreement") is executed between HM Real Estate Management, Ltd. and Cynthia McMillan (collectively, the "Owner") and the City of Kennedale, Texas (the "City"), each a "Party" and collectively the "Parties," to be effective June 3, 2014 (the "Effective Date").

### **ARTICLE I** **RECITALS**

**WHEREAS**, the City is a home rule municipality; and

**WHEREAS**, the property governed by this Agreement is an approximately 109.512-acre tract of land described and depicted on Exhibit A (the "Property"); and

**WHEREAS**, Cynthia McMillan owns the approximately 17.92-acre tract of land described on Exhibit A, and HM Real Estate Management, Ltd. owns the remainder of the Property; and

**WHEREAS**, the Owner is currently operating on the Property a drag racing track, which is a legally permitted nonconforming use under the City's zoning regulations (the "Nonconforming Use"); and

**WHEREAS**, under the City's zoning regulations, the Property is subject to amortization and termination of the Nonconforming Use after a reasonable period of time that gives the Owner an opportunity to recover its investment in the Nonconforming Use; and

**WHEREAS**, the Parties agree that it is reasonable for the Nonconforming Use to terminate by October 31, 2016 in consideration for the City's agreement not to cause, or attempt to cause, the earlier termination of the Nonconforming Use and the City's agreement to construct and fund certain sewer infrastructure improvements, as further described in this Agreement; and

**WHEREAS**, the City anticipates the development of uses on the Property that could include single family residences, townhomes, and neighborhood village uses, as described by the City's comprehensive land use plan; and

**WHEREAS**, the City acknowledges that the residential development and densities illustrated on the schematic development plan for the Property attached as Exhibit B conform to the City's comprehensive land use plan; and

**WHEREAS**, Exhibit B is attached for informational purposes only to illustrate the type of development and density contemplated by the City's comprehensive land use plan, and development in accordance with Exhibit B is not required by this Agreement; and

**WHEREAS**, the Parties anticipate the future rezoning of the Property consistent with the City's comprehensive land use plan prior to the redevelopment of the Property; however, nothing in this Agreement is intended to require redevelopment of the Property or rezoning of the Property; and



WHEREAS, it is understood and agreed by the Parties that nothing in this Agreement is intended to require the City to construct and fund sewer infrastructure improvements until the Property is redeveloped in accordance with this Agreement; and

WHEREAS, concurrently with the approval and execution of this Agreement, the City Council has approved and entered into that certain TIRZ Development Agreement with the Owner related to reimbursement of certain New Hope Road improvement costs, as well as certain sewer costs as further described below.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

## **ARTICLE II**

### **PROVISIONS RELATING TO USE AND DEVELOPMENT OF THE PROPERTY**

2.1 Termination of Nonconforming Use. The Owner's right to operate the Nonconforming Use shall terminate on October 31, 2016. Subject to the Owner not being in default under this Agreement, the City agrees to refrain from taking any action to cause, or attempt to cause, the Nonconforming Use to terminate prior to October 31, 2016. The City shall not require the removal of existing structures on the Property based solely on the termination of the Nonconforming Use. If the Owner applies for the rezoning of all or a portion of the Property, or the City rezones all or a portion of the Property, prior to October 31, 2016, such actions shall not affect the Owner's rights under this Section 2.1. The City agrees that it will not require the Owner to waive its rights under this Agreement in exchange for a rezoning of all or a portion of the Property.

2.2 Water. The future development of the Property will be served by the existing City-owned water lines running through or adjacent to the Property. The City agrees to reserve sufficient capacity in these water lines to serve a minimum of 200 single family equivalent units on the Property for the full term of this Agreement. This reservation shall not expire if the Property is under development at the end of the term of this Agreement. For purposes of this paragraph, the phrase "under development" includes grading and other site work, and construction of infrastructure or buildings, that is directly related to the redevelopment of the Property as contemplated by this Agreement.

#### 2.3 Sewer.

(a) As consideration for the Owner's commitment to terminate the Nonconforming Use pursuant to Section 2.1, the City agrees to construct (to be repaid from the tax increment reinvestment zone that encompasses the Property) a sewer trunk line that is a minimum of ten inches in diameter and any related improvements necessary to connect the Property to the City's existing sewer infrastructure located immediately north of the Property (collectively, the "Sewer Project"), which currently includes a 12-inch diameter sewer line the City plans to upsize to a 15-inch diameter sewer line. The Sewer Project is generally shown on Exhibit C (see the area shown as "project 5" and encompassed by a blue cloud on Exhibit C).



(b) The City agrees to design the Sewer Project with sufficient capacity for the intended development of the Property with a minimum of 200 single family equivalent units, and to reserve such capacity in the Sewer Project for the future development of the Property. The term of the reservation shall be the same term provided for the reservation for water capacity in Section 2.2.

(c) The Owner agrees to complete and deliver to the City Manager a phase two environmental site assessment of the Property prepared by a licensed professional no later than 180 days after the Effective Date of this Agreement. The City agrees that the Owner shall have no liability or responsibility for the information included in the phase two environmental site assessment. If the phase two environmental site assessment demonstrates that the Property is developable, the Owner shall give notice to the City when it is ready to proceed with development of the Property. The City agrees to enter into a contract for the engineering and design of the Sewer Project within ninety (90) days after receipt of the notice. The filing of a preliminary plat application for the Property shall constitute delivery of notice to the City under this paragraph. The City's Engineer will coordinate the design of the Sewer Project with the design of the development of the Property as provided by the Owner's engineer. The City agrees to award a construction contract for the Sewer Project and to cause construction of the Sewer Project to be completed to coincide with the commencement of the development of the Property.

(d) Upon at least 30 days' prior written notice from the City to the Owner but not more than 90 days before the City solicits bids for construction of the Sewer Project, the Owner will dedicate a public sanitary sewer easement that is a minimum of 15 feet in width for the portion of the Sewer Project that will be located within the Property, as well as a temporary construction easement. The permanent easement and temporary construction easement will be located within the floodplain on the western portion of the Property at a location that minimizes impacts to developable portions of the Property and is approved by both Parties, with such approval not to be unreasonably withheld, conditioned, or delayed. The easement shall be in the form attached hereto as Exhibit D unless the City approves another form of easement at the request of the Owner.

(e) No tree mitigation shall be required in connection with the removal of trees to construct the Sewer Project within the Property. The City agrees to exercise all reasonable care to preserve existing trees in the vicinity of the Sewer Project, and will cause its contractor to do the same.

(f) If the City does not timely commence construction of the Sewer Project in accordance with the terms of this Section 2.3, the City agrees the Owner shall have the right, but not the obligation, to construct the Sewer Project in accordance with that certain TIRZ Development Agreement between the Owner and the City dated June 3, 2014 (the "TIRZ Agreement").

2.4 Public Improvement District. Upon petition by the Owner pursuant to Chapter 372 of the Texas Local Government Code, the City agrees to consider the creation of a public improvement district (PID) to reimburse costs eligible under Chapter 372 from annual



assessments on each lot within the Property, including on-site infrastructure costs and other eligible improvements identified by the Owner.

2.5 Linear Park. Subject to the City not being in default of its obligation to enter into an engineering and design contract pursuant to Section 2.3(c) of this Agreement, the following provisions shall apply:

(a) The Owner agrees to donate a minimum 100-foot wide strip of land within the Property to either the City or a third party approved by the City for use as a public linear park. The donation shall occur prior to or concurrently with the City's approval of the first final plat for a portion of the Property. This strip of land shall overlap with the sewer easement described above to the extent possible, and shall be located along the creek within the floodplain and floodway on the western side of the Property. The Owner shall have the sole right to determine the exact location and dimensions of this strip of land, consistent with the requirements of this Section 2.5 and the City's park dedication requirements. It is understood and agreed that the location of this strip of land must allow for the construction of a public hike and bike trail that will connect to other such trails adjoining the Property. If park land is not donated in accordance with the terms of this Section 2.5, the City may deny the final plat.

(b) The deed conveying this strip of land to the City shall be in the form attached hereto as Exhibit E unless the City approves another form of deed at the request of the Owner.

(c) The size of the park land donated within the Property shall meet or exceed the then-current park land dedication acreage requirement based on the number of permitted residential units on the Property pursuant to a City ordinance that is generally applicable to all residential development in the City's corporate limits. Upon the donation of this park land, the City shall be deemed to have waived (i) all park fee requirements that would otherwise apply to the development of the Property; and (ii) all park land dedication requirements that would otherwise apply to the development of the Property.

(d) Notwithstanding anything to the contrary in this Agreement, the Parties agree that the donation of land required by this Section 2.5 shall not be required unless the Property has been rezoned by the City to allow development of a minimum of 200 single family equivalent units within the Property.

### ARTICLE III ADDITIONAL PROVISIONS

3.1 Term. The term of this Agreement shall be ten years.

3.2 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced



by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

3.3 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on the day delivered by courier or a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (b) three days after the notice is deposited with the United States mail service, certified mail, return receipt requested. Notices given pursuant to this section shall be addressed as follows:

To the City:

Attn: City Manager  
City of Kennedale  
405 Municipal Drive  
Kennedale, Texas 76060

With a copy to: City Attorney  
City of Kennedale  
Attn: Wayne Olson  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107

To the Owner:

Attn: Cynthia McMillan  
PO Box 820576  
Fort Worth, Texas 76182

and  
3830 New Hope Road  
Kennedale, Texas 76060

With a copy to:           Attn: Melissa Lindelow  
                                  Shupe Ventura Lindelow & Olson, PLLC  
                                  500 Main Street, Suite 800  
                                  Fort Worth, Texas 76102

3.4 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of the Party who originally drafted the provision.

3.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public



notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

3.6 Entire Agreement; Binding Obligations; Releases. This Agreement together with the TIRZ Agreement constitute the entire agreement between the Parties and supersede all prior agreements, whether oral or written, covering the subject matter of this Agreement and the TIRZ Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. This Agreement shall be recorded in the deed records of Tarrant County, Texas, and shall be binding upon the Parties. The Owner's obligations under this Agreement shall be binding upon the Owner's successors and assigns; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to any end-buyer. For purposes of this Agreement, the Parties agree that the term "end-buyer" means any owner, builder, tenant, user, or occupant of a lot included within a City-approved final plat that has been recorded in the deed records. Upon approval of each final plat for all or a portion of the Property, the City agrees to cause the City Manager to execute a release of this Agreement, in recordable form, for the portion of the Property included in the final plat releasing the Owner and its successors and assigns from all obligations under this Agreement that have been performed.

3.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

3.8 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Tarrant County, Texas. Venue for any action to enforce or construe this Agreement shall lie in Tarrant County, Texas.

3.9 Assignment. Subject to the City reasonably determining that the Assignee has the financial ability to fulfill the terms of this Agreement, the Owner has the right to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Owner. Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement and the TIRZ Agreement to the extent this Agreement or the TIRZ Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the



Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Owner shall not be released until the City receives such assignment. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. An Assignee shall be considered a "Party" and the "Owner" for the purposes of this Agreement.

3.10 Events of Default; Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given 30 days from the date of such notice to cure the alleged failure. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief.

3.11 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

3.12 Rough Proportionality. The Owner agrees that all dedications made by the Owner pursuant to this Agreement are roughly proportional to the need created by the development of the Property, and the Owner hereby waives any claim therefore that it may have. The Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedications required by this Agreement are related both in nature and extent to the impact of the Owner's development. The Owner waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Owner's development, but only to the extent such claims relate to the dedication required by this Agreement.

3.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.14 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.



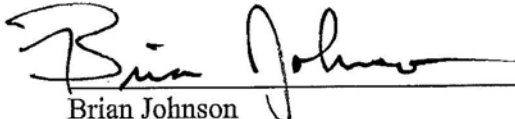
3.15 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

|           |                                              |
|-----------|----------------------------------------------|
| Exhibit A | Metes and Bounds Description of the Property |
| Exhibit B | Schematic Development Plan                   |
| Exhibit C | Sewer Project Location                       |
| Exhibit D | Form of Sewer Easement                       |
| Exhibit E | Form of Deed                                 |

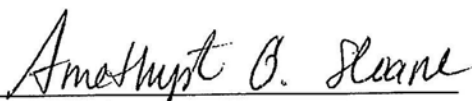


Executed by the Owner and the City to be effective on the Effective Date.

City of Kennedale, Texas

  
\_\_\_\_\_  
Brian Johnson  
Mayor, City of Kennedale

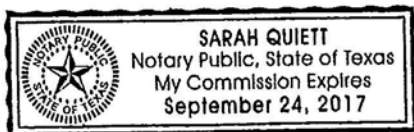
ATTEST:

  
\_\_\_\_\_  
Amethyst G. Sloane  
City Secretary, City of Kennedale

STATE OF TEXAS                   §  
                                         §  
COUNTY OF TARRANT       §

This instrument was acknowledged before me on June 3, 2014 by Brian Johnson, Mayor of the City of Kennedale, Texas on behalf of said city.

  
\_\_\_\_\_  
Notary Public, State of Texas





HM Real Estate Management, Ltd.

By: Cynthia McMillan  
Name: Cynthia McMillan  
Title: Pres

STATE OF TEXAS

§  
§  
§

COUNTY OF TARRANT

This instrument was acknowledged before me on June \_\_, 2014 by Cynthia McMillan,  
\_\_\_\_\_ of HM Real Estate Management, Ltd., a Texas limited partnership on  
behalf of said limited partnership.



Dolores Offner  
Notary Public, State of Texas

Cynthia McMillan  
Cynthia McMillan

STATE OF TEXAS

§  
§  
§

COUNTY OF TARRANT

This instrument was acknowledged before me on June \_\_, 2014 by Cynthia McMillan, an  
individual.



Dolores Offner  
Notary Public, State of Texas



**EXHIBIT A**  
**METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

**Tract I**  
**2.00 Acres**

**TRACT I:**

A portion of Lot 1, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 2059, Plat Records, Tarrant County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" steel rod at the southwest corner of said Lot 1;

THENCE North along the west line of said Lot 1, 193.60 feet to a set 1/2" steel rod;

THENCE North 86°14'00" East, 450.97 feet to a set 1/2" steel rod in the east line of said Lot 1 and the west line of Kennedale-New Hope Road, a public road of variable width right-of-way;

THENCE South along said east line of Lot 1 and said west line of Kennedale-New Hope Road, 193.60 feet to a found 1/2" steel rod at the southeast corner of said Lot 1;

THENCE South 86°14'00" West, along the south line of said Lot 1, passing a found 1/2" steel rod at 10.02 feet, continuing in all 450.97 feet to the Point of Beginning and containing 2.000 acres (87,120 square feet) of land, more or less.

**Tract II**  
**85.362 Acres**

**TRACT II:**

Lot 7, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5932, Plat Records, Tarrant County, Texas;

SAVE AND EXCEPT a 3.175 acre tract of land, more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" steel rod at the southwest corner of Lot 2, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 2059, Plat Records, Tarrant County, Texas;

THENCE South 86°14'00" West, 217.43 feet to a set 1/2" steel rod;

THENCE North, 637.49 feet to a set 1/2" steel rod;

THENCE North 86°14'00" East, 217.43 feet to a set 1/2" rod in the west line of Lot 4, of said RACEWAY ESTATES, and in the east line of said Lot 7;

THENCE South along the west line of Lots 4, 3 and 2 and the east line of said Lot 7, 637.49 to the Point of Beginning and containing 3.175 acres (138,309 square feet) of land, more or less.



**Tract III**  
**1.573 Acres**

**TRACT III:**

A 1.573 acre tract of land out of the JOEL SNYDER SURVEY, Abstract No. 1448, in Tarrant County, Texas, more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" steel rod in the center of County Road No. 12025, (Kenheddie-New Hope Road), said point being 425 yards (1180 feet) West of the northeast corner of said Snyder Survey;

THENCE West along the north line of said Snyder Survey, passing a found 1/2" steel rod at the southeast corner of said Lot 7, Raceway Estates, at 55.00 feet and continuing in all, 525.60 feet to a set 1/2" steel rod at the Point of Beginning;

THENCE South 03°12'44" East, 116.99 feet to a set 1/2" steel rod;

THENCE South 88°49'42" West, 557.55 feet to a set 1/2" steel rod;

THENCE North 04°17'04" West, 128.56 feet to a set 1/2" steel rod in the north line of said Snyder Survey;

THENCE East along the north line of said Snyder Survey and the south line of said Lot 7, Raceway Estates, 560.48 feet to the Point of Beginning and containing 1.573 acres (68,520 square feet) of land, more or less.

**Tract IV**  
**2.657 Acres**

A 2.657-acre tract of land out of the R.C. Richey Survey, Abstract No. 1327, situated in Tarrant County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Richey Survey and the northwest corner of the Joel Snyder Survey, Abstract No. 1448;

THENCE North 36°52'05" East 694.43 feet to a point;

THENCE South 555.56 feet to a point in the south line of said Richey Survey;

THENCE, West along the south line of said Richey Survey, 416.64 feet to the Point of Beginning, and containing 2.657 acres (115,735 square feet) of land, more or less.



**Tract V**  
**17.92 Acres**

A 17.92 Acre Tract of Land situated in the C.B. Teague Survey, Abstract 1506, Tarrant County, Texas, and being a part of the Tommy L. Gay Tract, Veteran Purchase, 3035/468, and being particularly described as follows:

BEGINNING at an iron rod in the most Easterly North line of said Gay tract at the Northeast corner of the Texas Electric 1.740 acre tract;

THENCE S 88 degrees 47' 30" E with said North line of said Gay tract a distance of 905.3 feet to the Northwest corner of a 4.00 acre tract;

THENCE S 20' 30" with the west line of said 4.00 acre tract a distance of 844.9 feet to the Southwest corner of said 4.00 acre tract and being in the most Easterly South line of said Gay tract;

THENCE S 89 degrees 0' 30" W with said South line a distance of 905.0 feet to the Southeast corner of the Texas Electric 1.740 acre tract;

THENCE N 0 degrees 20-1/2' W with the East line of said Electric 1.740 acre tract

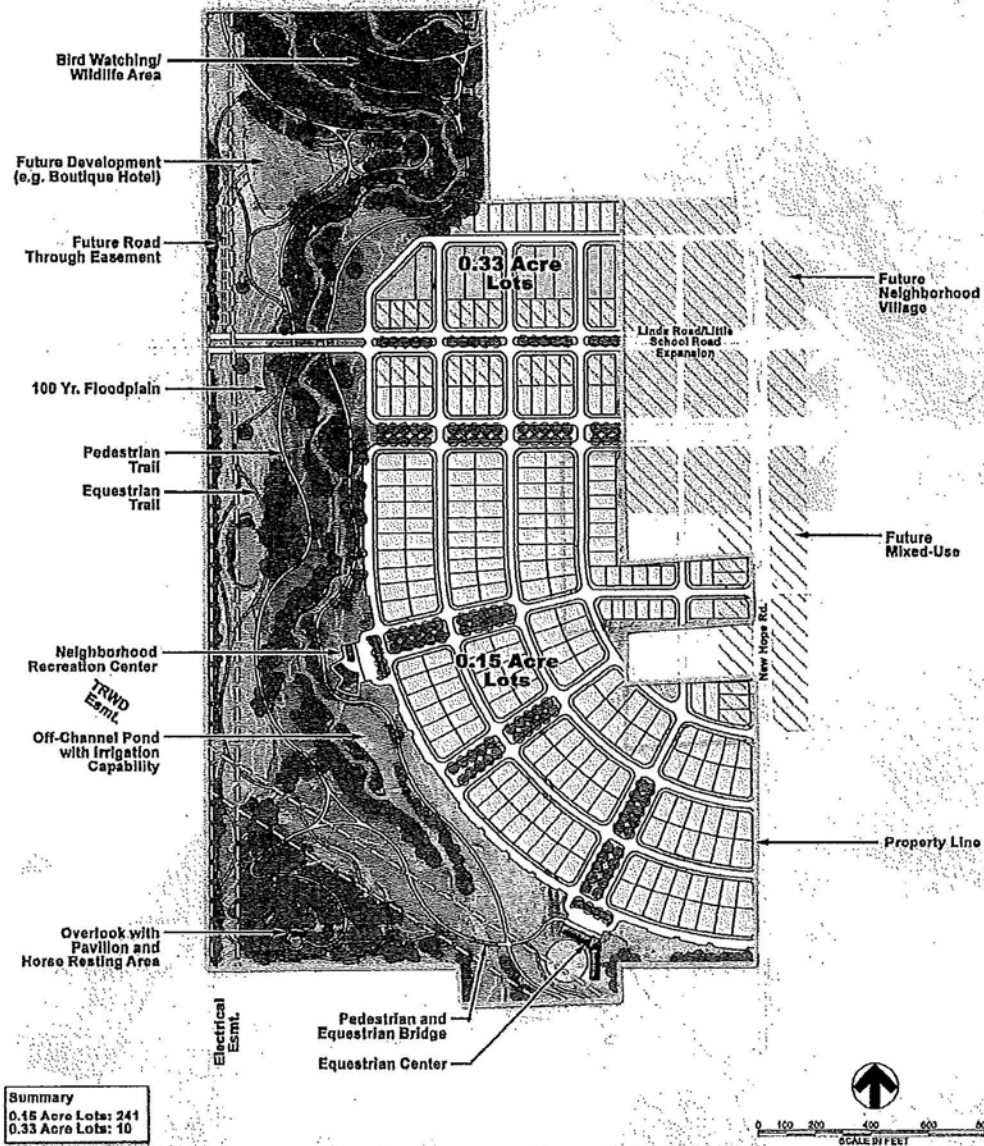
a distance of 879.6 feet to the PLACE OF BEGINNING and containing 17.92 acres of land.







# **EXHIBIT B** **SCHEMATIC DEVELOPMENT PLAN**

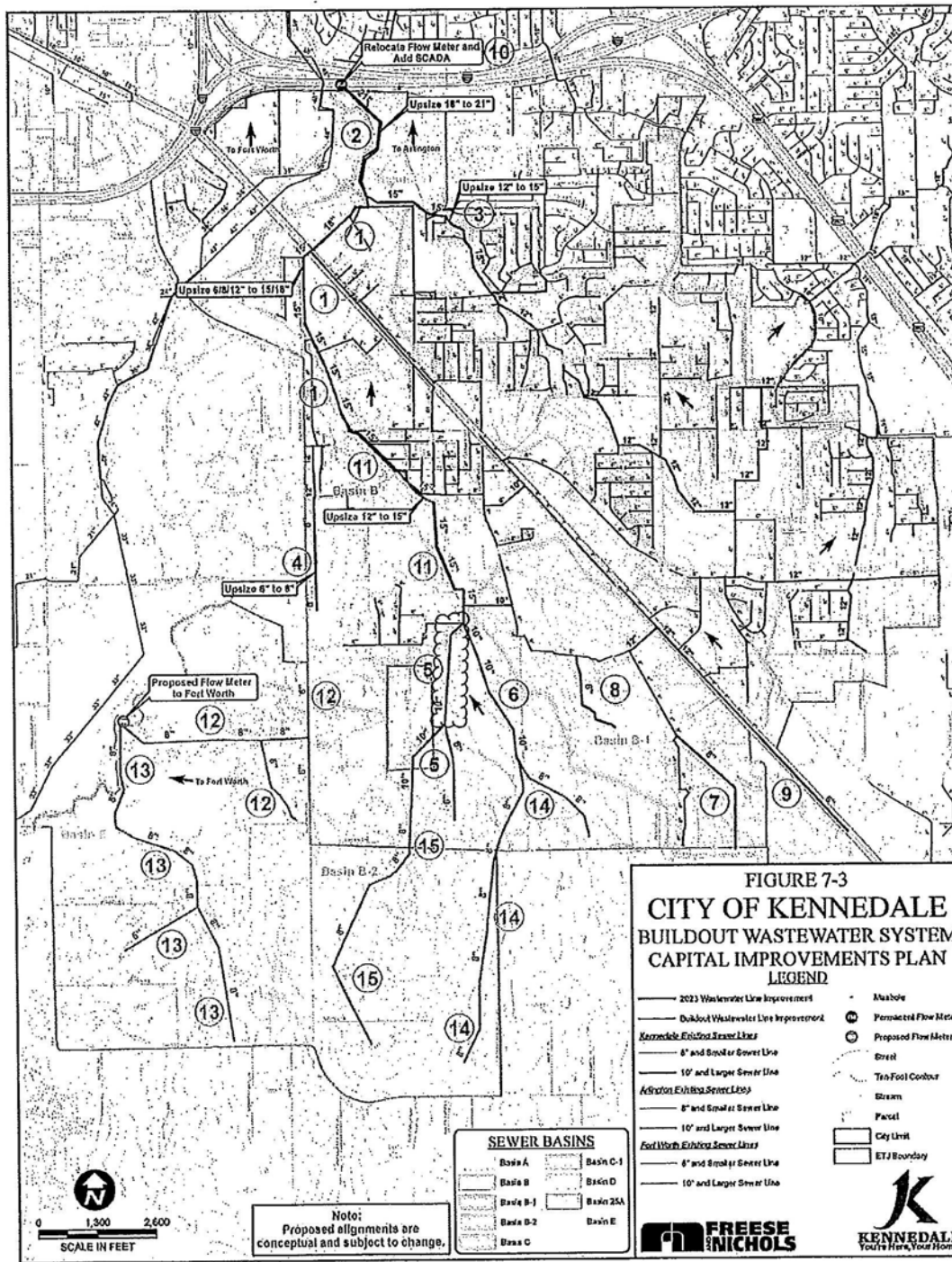


**HM Real Estate Management Ltd.**  
Development Concept with Potential Additions - Kennedale, TX

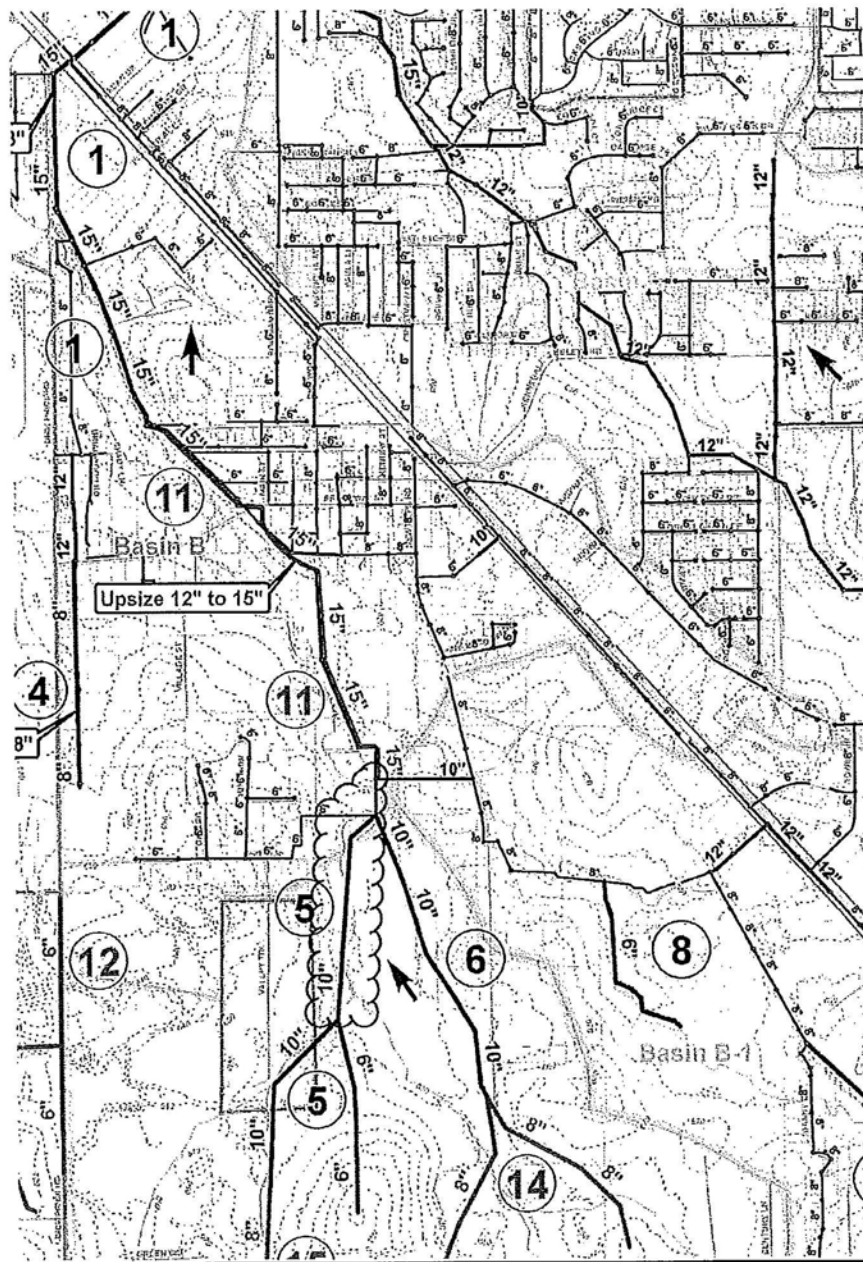
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# **EXHIBIT C** **SEWER PROJECT LOCATION**









**EXHIBIT D**  
**FORM OF SEWER EASEMENT**



## **CITY OF KENNEDALE**

### **SANITARY SEWER EASEMENT**

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.**

**THE STATE OF TEXAS   §  
                                      §  
COUNTY OF TARRANT   §**

THAT \_\_\_\_\_, GRANTOR herein, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by the CITY OF KENNEDALE, a home rule municipality in Tarrant County, Texas, GRANTEE herein, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby grant, sell and convey unto said GRANTEE, a permanent and perpetual easement for the purpose of installing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating sanitary sewer lines and related facilities in, into, upon, over, across, under and through all that land in Tarrant County, Texas, as follows:

A \_\_\_\_-foot wide permanent sanitary sewer easement, as more particularly described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein, together with the right of ingress and egress as necessary for such purposes.

Additionally, GRANTOR does hereby convey to GRANTEE a contiguous temporary construction easement for the purpose of installing said sanitary sewer lines and related facilities in the above described permanent easement, said temporary construction easement being more particularly described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein.

The temporary construction easement shall terminate 30 days after completion of the sanitary sewer lines, but in no event later than 360 days of the execution of this easement. The temporary construction easement shall include the right to excavate and fill upon the temporary easement.

GRANTEE shall be obligated to restore the surface of the area described on Exhibit "A" and shown on Exhibit "B" to its previous condition, including removal of debris and restoration of any authorized improvements that are removed, relocated, altered, damaged, or destroyed as a result of GRANTEE'S use of such areas, within 30 days after cessation of work; however, GRANTEE shall not be required to replace trees or shrubs that are removed from the easement area. GRANTEE shall maintain the easement area in a neat and clean condition.

2321.002\40061.2

GRANTOR covenants and agrees that GRANTOR and GRANTOR'S heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under the permanent easement granted herein any permanent structures, provided, however, it is agreed that GRANTOR and GRANTOR'S heirs, representatives, successors and assigns may (1) construct driveways and parking lots on and across said easement; and (2) construct or place other improvements, other than buildings, on and across said easement that do not interfere with GRANTEE'S use of the easement, including landscaping, irrigation, sidewalks or trails, fencing, lighting, and drainage improvements that do not interfere with GRANTEE'S use. GRANTEE shall erect temporary fencing to prevent livestock from entering areas described on Exhibit "A" that are impacted by GRANTEE'S construction or maintenance activities.

It is further intended that the permanent sanitary sewer easement herein granted to the GRANTEE shall run with the land and forever be a right in and to the land belonging to GRANTOR, and GRANTOR's successors and assigns; and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in GRANTOR's chain of title. The permanent sanitary sewer easement, rights and privileges granted therein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

TO HAVE AND TO HOLD the above described permanent easement with the right of ingress and egress thereto, together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind itself, its heirs, successors and assigns to warrant and forever defend, all and singular, the said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

2321.002\40061.2



**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF TARRANT §**

BEFORE ME, the undersigned authority in and for said County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was executed for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF TARRANT §**

BEFORE ME, the undersigned authority in and for said County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was executed for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT E**  
**FORM OF DEED**



DEDICATION DEED

STATE OF TEXAS                   §  
                                          §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TARRANT         §

That \_\_\_\_\_ ("Grantor") hereby dedicates and grants in fee simple to the City of Kennedale, a Texas municipal corporation ("Grantee"), subject to the mineral reservation and exceptions hereinafter described, that certain tract of land described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property").

The Property conveyed hereunder is subject to the following: validly existing easements and rights-of-way; all matters of record including, but not limited to, all recorded restrictions, reservations, and covenants; and any discrepancies, conflicts, or shortages in area or boundary lines.

Grantor reserves all of the water, oil, gas and other minerals in and under the Property. Grantor, on behalf of itself and its successors and assigns, as to its mineral ownership and as to all mineral ownership for which it holds exclusive and/or leasing rights, expressly releases and waives all rights to use all or any part of the surface of the Property, including, without limitation, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purposes incident to the development or production of the oil, gas and other minerals in and under the Property. This release and waiver includes the surface and all areas two hundred feet (200 feet) below the surface.

The use of the Property shall be restricted to use as a public park.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anyway belonging to such premises unto the said Grantee and

Grantee's successors and assigns forever. This donation of the Property is made without warranty, express or implied.

[signature page to follow]



WITNESS GRANTOR'S HAND this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**[insert Grantor's signature block and acknowledgment]**

ACCEPTED:

**CITY OF KENNEDALE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor of the City of Kennedale

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Mayor of the City of Kennedale, a Texas municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

Exhibit A  
Description of the Property



**CITY OF KENNEDALE, TEXAS**

**RESOLUTION NO. 426**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, APPROVING A TIRZ DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KENNEDALE, TEXAS, THE BOARD OF DIRECTORS OF "REINVESTMENT ZONE NUMBER ONE, - NONCONTIGUOUS GEOGRAPHIC AREAS, NEW HOPE ROAD AND BLOXOM ROAD, CITY OF KENNEDALE," AND HM REAL ESTATE MANAGEMENT, LTD.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kennedale, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

**WHEREAS**, on July 12, 2012, the City Council adopted Ordinance No. 506 designating two noncontiguous geographic areas in the City's corporate limits as Tax Increment Reinvestment Zone Number One - Noncontiguous Geographic Area, New Hope Road and Bloxom Road, City of Kennedale (the "Zone"); and

**WHEREAS**, pursuant to and as required by the Act the Board of Directors of the Zone approved *Tax Increment Reinvestment Zone Number One - Noncontiguous Geographic Area, New Hope Road, Project Plan* (the "Project and Finance Plan"); and

**WHEREAS**, on June 3, 2014, the City Council adopted Ordinance No. 548 adopting the Project and Finance Plan; and

**WHEREAS**, the City Council hereby finds and determines that the adoption of this Resolution, approving the TIRZ Development Agreement authorizing reimbursement of costs incurred by HM Real Estate Management, Ltd. in accordance with the Act and the Project and Finance Plan, is in the best interests of the citizens of the City of Kennedale, Texas.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS:**

**SECTION 1.** The recitals, findings, and determinations contained in the preamble to this Resolution are incorporated into the body of this Resolution as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Resolution for all purposes.

**SECTION 2.** The City Council hereby approves the TIRZ Development Agreement, a copy of which is attached hereto as Exhibit A, and is incorporated herein for all purposes.

**SECTION 3.** This Resolution shall take effect immediately upon its passage as provided by law.

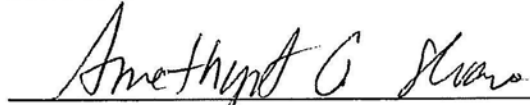
PASSED, APPROVED, AND ADOPTED on the 3<sup>rd</sup> day of June, 2014.

City of Kennedale, Texas



Brian Johnson  
Mayor, City of Kennedale

ATTEST:



Amethyst G. Sloane  
City Secretary, City of Kennedale





## **EXHIBIT A**

### **TIRZ DEVELOPMENT AGREEMENT**

This TIRZ Development Agreement (this "Agreement") is entered into among the City of Kennedale, Texas (the "City"), the Board of Directors (the "Board") of Reinvestment Zone Number One – Noncontiguous Geographic Areas, New Hope Road and Bloxom Road, City of Kennedale (the "Zone"), and HM Real Estate Management, Ltd. ("HM Real Estate") to be effective June 3, 2014 (the "Effective Date"). The City, the Board, and HM Real Estate are individually referred to as a "Party" and collectively as the "Parties." The City and the Board are collectively referred to as the "Public Parties."

#### **ARTICLE I** **RECITALS**

**WHEREAS**, unless otherwise specified, all references to "Section" mean a section of this Agreement, and all references to "Exhibit" mean the exhibits attached to and made a part of this Agreement for all purposes; and

**WHEREAS**, HM Real Estate is a Texas limited partnership; and

**WHEREAS**, the City is a home rule municipality of the State of Texas; and

**WHEREAS**, the Zone is a tax increment reinvestment zone created by the governing body of the City (the "City Council") by Ordinance No. 506 adopted July 12, 2012 and in accordance with the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), the boundaries of the Zone being depicted in Exhibit A attached hereto and incorporated herein for all purposes; and

**WHEREAS**, in addition to creating the Zone, Ordinance No. 506 created the Board; and

**WHEREAS**, in accordance with the Act, the Board prepared and adopted a project plan and a reinvestment zone financing plan entitled Tax Increment Reinvestment Zone Number One – Non-contiguous Geographic Area New Hope Road Project Plan (the "Project Plan") which was approved by the City Council on June 3, 2014; and

**WHEREAS**, the Act authorizes the execution of this TIRZ Development Agreement to implement the Project Plan; and

**WHEREAS**, the Parties contemplate that certain public improvements described in the Project Plan may be funded or constructed by the City or HM Real Estate, who will be reimbursed pursuant to the terms of this Agreement; and

**WHEREAS**, the liability of the Public Parties under this Agreement is limited to amounts required to be deposited into the tax increment fund for the Zone described in Ordinance No. 506 (the "TIRZ Fund"), where the tax increment from the Zone, as described in the Act and Ordinance No. 506 (including the Tax Increment, the County Tax Increment, the Hospital District Tax Increment, and the College District Tax Increment (all as hereinafter defined)), is deposited

for the purpose of funding eligible projects under the Act and described in the Project Plan, including (a) the costs to improve two existing lanes with a center median within New Hope Road between the southern boundary of the Property (hereinafter defined) within the Zone and Kennedale Parkway (Business 287) (the "Road Project"); and (b) the costs to improve New Hope Road, as described in the Project Plan, and to construct an approximately 3,800-foot sewer trunk line extension, as described in the Project Plan and generally depicted on Exhibit B (the "Sewer Project") attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the costs associated with the Road Project and the Sewer Project (the "Project Costs") are authorized by the Project Plan and are reimbursable costs under this Agreement and pursuant to the Act; and

**WHEREAS**, the reimbursement of Project Costs authorized by this Agreement are for the public purposes of: (i) developing and diversifying the economy of the state; (ii) eliminating unemployment and underemployment in the state; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the Zone; and (v) promoting development and redevelopment within the Zone; and

**WHEREAS**, the Public Parties have an interest in creating jobs and expanding the tax base which accomplish a public purpose; and

**WHEREAS**, the Public Parties have ensured that the public will receive benefits for the reimbursements provided by conditioning any reimbursements under this Agreement on performance by HM Real Estate of certain obligations consistent with the Act and the Project Plan; and

**WHEREAS**, the City and HM Real Estate entered into that certain Development Agreement (the "Development Agreement") dated June 3, 2014 addressing matters related to the Property.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

## **ARTICLE II** **DEFINITIONS**

Words and phrases used in this Agreement that have their initial letters capitalized shall have the meanings given to them in the introductory paragraph above, in the recitals, and in this Article II unless the context in which a word or phrase is used clearly requires a different meaning.

1. "Act" is defined in the Recitals.
2. "Agreement" means this TIRZ Development Agreement, as amended.
3. "Assignee" is defined in Section 4.2.
4. "Board" means the Board of Directors of the Zone.



5. "City" is defined in the introductory paragraph.
6. "City Council" is defined in the Recitals.
7. "College District Participation Agreement" means that certain Agreement to Participate in Tax Increment Reinvestment Zone Number One, City of Kennedale, Texas (New Hope Road) by and between the City and Tarrant County College and signed by Tarrant County College on June 27, 2013 and by the City on June 13, 2013.
8. "College District Tax Increment" means the "Tax Increment" as defined in the College District Participation Agreement.
9. "County" means Tarrant County, Texas.
10. "County Participation Agreement" means that certain Agreement to Participate in Tax Increment Reinvestment Zone Number One, City of Kennedale, Texas (New Hope Road) by and between the City and Tarrant County, Texas and signed by Tarrant County on March 19, 2013 and by the City on July 11, 2013.
11. "County Tax Increment" means the "Tax Increment" as defined in the County Participation Agreement.
12. "Development Agreement" is defined in the Recitals.
13. "Effective Date" is defined in the introductory paragraph.
14. "HM Real Estate" means HM Real Estate Management, Ltd. or its Assignee, as defined in Section 4.2.
15. "Hospital District Participation Agreement" means that certain Agreement to Participate in Tax Increment Reinvestment Zone Number One, City of Kennedale, Texas (New Hope Road) by and between the City and Tarrant County Hospital District and signed by Tarrant County Hospital District on March 19, 2013 and by the City on July 11, 2013.
16. "Hospital District Tax Increment" means the "Tax Increment" as defined in the Hospital District Participation Agreement.
17. "Party" and "Parties" are defined in the introductory paragraph of this Agreement.
18. "Project Plan" is defined in the Recitals.
19. "Project Costs" are defined in the Recitals.
20. "Property" means the property owned or managed by HM Real Estate and described on Exhibit C, attached hereto and incorporated herein for all purposes.
21. "Public Parties" are defined in the introductory paragraph to this Agreement.
22. "Public Improvements" include the Road Project and the Sewer Project.

23. "Road Project" is defined in the Recitals.
24. "Sewer Project" is defined in the Recitals.
25. "Tax Increment" means the City's tax increment, as described in Section 6 of the Ordinance No. 506 adopted by the City Council on July 12, 2012.
26. "TIRZ Fund" is defined in the Recitals.
27. "Zone" is defined in the introductory paragraph.

### **ARTICLE III**

#### **REIMBURSEMENT OF PROJECT COSTS**

3.1 Deposits into TIRZ Fund. Commencing on the Effective Date, and continuing for the term of the Zone, the Public Parties shall cause to be deposited into the TIRZ Fund: (a) the Tax Increment; (b) the County Tax Increment; (c) the Hospital District Tax Increment; and (d) the College District Tax Increment. Funds in the TIRZ Fund shall be used to reimburse the City and HM Real Estate, in accordance with this Agreement, for the Project Costs until termination of the Zone.

3.2 Developer Construction of Public Improvements. In conjunction with the development of the Property, HM Real Estate shall have the right, but not the obligation, to construct some or all of the Public Improvements and be reimbursed under this Agreement for the actual Project Costs associated with such construction. If HM Real Estate elects to construct some or all of the Public Improvements, the design, and construction, and the inspection and supervision of the construction, of the Public Improvements shall be undertaken in accordance with applicable City standards and regulations.

3.3 City Construction of Public Improvements. The actual Project Costs of any Public Improvements constructed by the City pursuant to this Agreement shall be reimbursed from available TIRZ Funds in accordance with the order of priority for reimbursement set forth in Section 3.5.

3.4 Developer Reimbursement.

(a) The Public Parties agree to reimburse HM Real Estate from the TIRZ Fund for the actual Project Costs associated with the Public Improvements constructed by HM Real Estate as provided in this Agreement. Only those Project Costs approved by the City Engineer or City Manager as being in compliance with the design standards for the Public Improvements will be considered for reimbursement. None of the Public Parties shall take any actions the effect of which would be to reduce or adversely affect the Tax Increment, the County Tax Increment, the Hospital District Tax Increment, or the College District Tax Increment, or otherwise reduce or adversely affect the timely deposit of funds into the TIRZ Fund or held in the TIRZ Fund. The TIRZ Fund shall only be used to pay Project Costs in accordance with this Agreement, the Project Plan, and the Act.



(b) Reimbursement of the Project Costs is conditioned on maintaining an average appraised value on the Tarrant County property tax rolls of \$250,000 or greater each year for all lots within the Property improved with single family residential uses (i.e., the combined land value and improvements value for such lots shall average \$250,000 or greater). Reimbursement of Project Costs associated with oversizing the Sewer Project to serve areas outside of the Property shall not be subject to the limitations on reimbursement in this Section 3.4(b). HM Real Estate shall be entitled to reimbursement out of available TIRZ funds for the cost of oversizing the Sewer Project, which shall be that portion of the cost of installing the oversized Sewer Project that is in excess of the cost of installing the size of the Sewer Project that would be required by City regulations to serve only the Property.

(c) Nothing herein shall limit the ability of HM Real Estate to be reimbursed sooner for oversizing costs associated with the Sewer Project from (i) pro rata fees or lot or acreage fees collected from other property owners benefited by the Sewer Project; (ii) available sewer impact fee credits benefiting the Property that are not otherwise designated for other projects or a City grant of sewer impact fee revenue collected from other properties benefited by the Sewer Project pursuant to Chapter 380 of the Texas Local Government Code; or (iii) any other method approved by HM Real Estate and the City.

3.5 Procedure for Reimbursement. Following scheduled inspections and approvals by the City of Public Improvement construction by HM Real Estate, HM Real Estate will present to the City Manager of the City not more frequently than monthly invoices evidencing expenditures for Project Costs associated with those Public Improvements (including supporting documentation and engineering certifications reasonably requested by the City Manager or City Engineer). The City Manager shall review the expenditures and shall approve or deny them on behalf of the Public Parties within thirty (30) days (which approvals shall not be unreasonably withheld). If the City Manager takes no action within such 30-day period, the invoices shall be deemed approved. Invoices that have been approved by the City Manager or that are deemed approved shall be paid to HM Real Estate from the TIRZ Fund within fifteen (15) days after the end of the next calendar month, provided funds are available in the TIRZ Fund. A 10% retainage shall be withheld from each invoice until the City Engineer has accepted the completed Public Improvement. The Parties will use all reasonable efforts to resolve disputes within thirty (30) days, after which time period HM Real Estate may pursue its remedies under this Agreement. Notwithstanding any other provision of this Article III, costs to be paid from the TIRZ Fund will be paid in the following order based on available revenue in the TIRZ Fund at the time of disbursement: first to pay the actual administration costs for the Zone incurred by the City; second to reimburse HM Real Estate for the Project Costs in accordance with this Agreement to the extent HM Real Estate has incurred such costs at the time of any disbursement from the TIRZ Fund; and third to pay all other eligible costs from the TIRZ Fund.

3.6 Limitation on Reimbursement. HM Real Estate agrees to look solely to the TIRZ Fund, not the City's general fund or other funds, for payment of Project Costs incurred by HM Real Estate. Nothing in this Agreement shall be construed to obligate the City to provide reimbursement of Project Costs from any other source of funds or to otherwise require the City to pay HM Real Estate for Project Costs in the event there are insufficient funds in the TIRZ Fund to pay Project Costs or in the event the Zone terminates prior to payment in full of the accrued Project Costs (provided the City shall not adopt an ordinance providing for termination of the

Zone on a date earlier than provided in the ordinance that established the Zone unless this Agreement has been terminated). Upon the termination of this Agreement or the expiration of the Zone, any Project Costs that remain un-reimbursed or that remain unpaid, due to lack of availability of funds in the TIRZ Fund, shall no longer be considered Project Costs or obligations of the Zone, and any obligation of the City to provide reimbursement payments to HM Real Estate for Project Costs shall automatically expire and terminate on such date. Nothing in this Agreement shall be construed as a requirement for HM Real Estate to construct or fund any of the Public Improvements.

3.7 Records. If HM Real Estate elects to construct or fund the Public Improvements, HM Real Estate shall at all times keep complete and accurate books and records for such Public Improvements in accordance with generally accepted accounting principles and shall allow any representative of the Public Parties, at all reasonable times and with at least three business days' prior written notice, to examine and copy the books and records of HM Real Estate that relate to the Public Improvements and this Agreement.

3.8 Collection and Payment. The Public Parties shall continuously collect the County Tax Increment pursuant to the County Participation Agreement, the Hospital District Tax Increment pursuant to the Hospital District Participation Agreement, and the College District Tax Increment pursuant to the College District Participation Agreement, all to the maximum extent permitted by the Act. None of the Public Parties will permit a reduction in these three tax increments or an amendment to any of these three participation agreements that would reduce or adversely affect the TIRZ revenue deposited into the TIRZ Fund by the County Participation Agreement, the Hospital District Participation Agreement, and the College District Participation Agreement. The Public Parties will make all payments required by this Agreement directly into the TIRZ Fund, without counterclaim or offset.

3.9 Obligations Absolute. The obligation of the Public Parties to make the payments set forth in this Agreement from the TIRZ Fund are absolute and unconditional if HM Real Estate constructs the Public Improvement in accordance with this Agreement, and the Public Parties shall not suspend or discontinue any deposits or payments provided for in this Agreement.

3.10 Remaining Balance. Any balance remaining in the TIRZ Fund upon expiration of the Term of the Zone that is not otherwise legally committed to pay Project Costs shall be returned to the City and the other taxing entities as required by the Act.

#### **ARTICLE IV** **ADDITIONAL PROVISIONS**

4.1 Zone Duration and Boundary. If upon expiration of the term of the Zone, Project Costs have not been reimbursed to HM Real Estate, neither the Public Parties nor the other taxing entities shall have any obligation to pay the shortfall. The boundaries of the Zone may not be reduced without the consent of the City and HM Real Estate unless and until all Project Costs have been reimbursed to HM Real Estate as described herein and in the Project Plan.

4.2 Assignment. Subject to the City reasonably determining that the Assignee has the financial ability to fulfill the terms of this Agreement, HM Real Estate may, from time to time,



assign this Agreement, in whole or in part, including any obligation, right, title, or interest of HM Real Estate under this Agreement, to the following (an "Assignee"): (a) any person or entity that is or will become an owner of or who leases any portion of the Property; or (b) any entity that is controlled by or under common control with HM Real Estate. Each assignment shall be in writing executed by HM Real Estate and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment and notwithstanding anything to the contrary in this Agreement, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that HM Real Estate shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, HM Real Estate shall not be released until the City receives such assignment. An Assignee shall be considered "HM Real Estate" and a "Party" for the purposes of this Agreement. After receipt of a copy of the assignment, all reimbursements to HM Real Estate required under this Agreement shall be paid to the Assignee.

4.3 Collateral Assignment. HM Real Estate shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with development within the Zone, all rights, title, and interests of HM Real Estate to receive payments under this Agreement. Such collateral assignments (i) shall not require the consent of the Public Parties, (ii) shall require notice to the Public Parties together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of HM Real Estate to perform under this Agreement. No collateral assignment shall relieve HM Real Estate from any obligations or liabilities under this Agreement.

4.4 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

4.5 Defaults; Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given 30 days from the date of such notice to perform. If a Party is in default, the aggrieved party may seek specific performance.

4.6 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the

Party giving the notice, and shall be effective as follows (a) on the day delivered by courier or a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (b) three days after the notice is deposited with the United States mail service, certified mail, return receipt requested. Notices given pursuant to this section shall be addressed as follows:

To the City:

City of Kennedale  
Attn: City Manager  
405 Municipal Drive  
Kennedale, Texas 76060

To HM Real Estate:

Attn: Cynthia McMillan  
  
PO Box 820576  
Fort Worth, Texas 76182

and

3830 New Hope Road  
Kennedale, Texas 76060

To the Board:

Tax Increment Reinvestment Zone Number  
One - Noncontiguous Geographic Area, New  
Hope Road and Bloxom Road, City of  
Kennedale  
Attn: City Manager, City of Kennedale  
405 Municipal Drive  
Kennedale, Texas 76060

4.7 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by resolution duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Board represents and warrants that this Agreement has been approved by the Board in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been duly authorized to do so. HM Real Estate represents and warrants that this Agreement has been approved by appropriate action of HM Real Estate, and that the individual executing this Agreement on behalf of HM Real Estate has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions. This Agreement is authorized by the Act and is a contract under Section 271.151, Texas Local Government Code, stating the essential terms of an agreement for providing goods or services to the City.

4.8 Entire Agreement; Severability. This Agreement together with the Development Agreement constitute the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement and the Development



Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

4.9 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Tarrant County, Texas. Venue for any action to enforce or construe this Agreement shall be in Tarrant County, Texas.

4.10 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

4.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.13 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue for the term of the Zone or until all Project Costs are paid, whichever occurs first. Notwithstanding the foregoing, if HM Real Estate does not commence construction of either the Road Project or the Sewer Project by the tenth anniversary of the Effective Date, this Agreement shall automatically terminate.

4.14 Employment of Undocumented Workers. During the term of this Agreement, HM Real Estate agrees not to knowingly employ any undocumented workers described by Chapter 2264 of the Texas Government Code and, if convicted of a violation under 8 U.S.C. Section 1324a (f), HM Real Estate shall repay to the City the funds received by HM Real Estate under this Agreement within 120 days after the date HM Real Estate is notified by the City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c) of the Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

4.15 Right of Offset. Subject to the right of HM Real Estate to cure under Section 4.5 above, the City may offset any amount owed to HM Real Estate for reimbursement of Project Costs against any amount which is lawfully due to the City from HM Real Estate and not challenged by HM Real Estate in a court of competent jurisdiction.

4.16 Rough Proportionality. HM Real Estate waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements

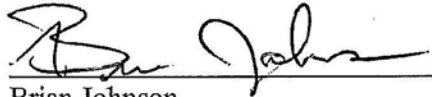
mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions and the projected impact of HM Real Estate's development, but only to the extent such claims relate to HM Real Estate's construction of the Road Project or the Sewer Project pursuant to the terms of this Agreement.

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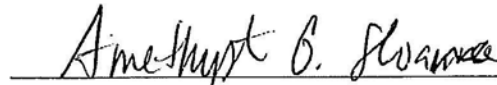
IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

City of Kennedale, Texas



Brian Johnson  
Mayor, City of Kennedale

ATTEST:



Amethyst G. Sloane  
City Secretary, City of Kennedale



BOARD OF DIRECTORS OF THE ZONE



Robert Mundy, Chairman

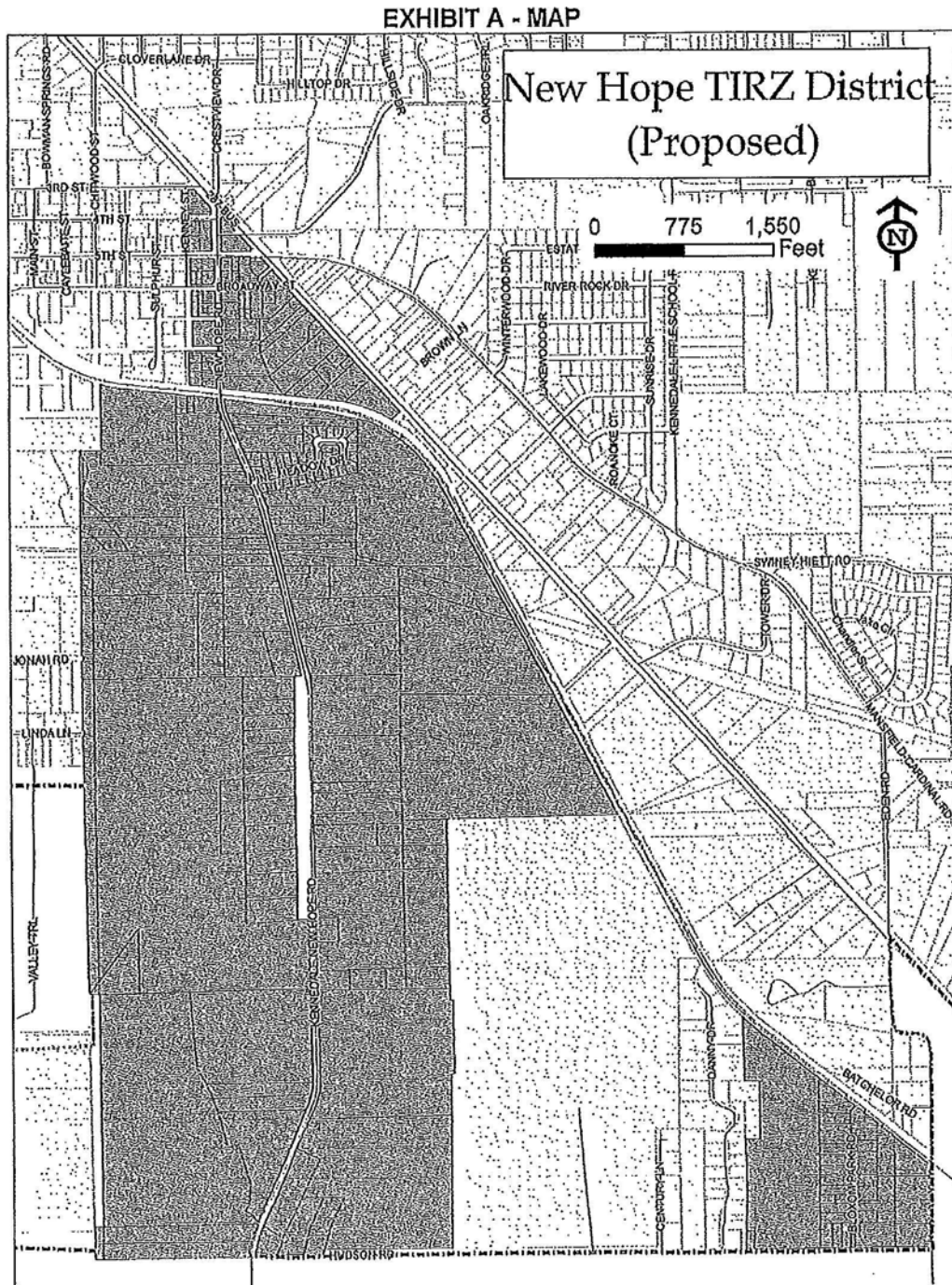
**HM REAL ESTATE:**

**HM Real Estate Management, Ltd.**

By: Cynthia McMillan  
Name: Cynthia McMillan  
Title: Pres



Exhibit A  
Boundaries of the Zone



## EXHIBIT A - BOUNDARY DESCRIPTION

**CA Boaz Subd Of J B Renfro Survey** Blk Lots 29, 30, 31, 32B, 32C, 32D2A, 32Dr, 32E, 32R, 33, 34A, 34B, 35A, 35B, 36A, 36A1, 36A2 & NE Pt 37, 36A3, 36A4 & 36D, 36A5 & 36E, 36B, 36C, 37A, 37B, 37B1, 38, 39.

**E C Cannon Survey A378** Trs 1J01 & 1Ee.

**Wade H Hudson Survey A716** Tr 2, 2C, 2C01, 2C02, 2C03, 2C04, 2C04A, 2C05, 2C06, 2C07, 2C08, 2C09, 2C10, 2C10A, 2C11, 2C12; 2C13; 2C14, 2C15, 2C16, & 2C17 (AKA Bloxom Business Park Lts 26, 27, 28, 29); 2C18, 2C18, 2C19, 2C20, 2C21, 2C22, 2C23, 2C24, 2C25, 2C25A, 2C25B, 2D, 2E.

**Kennedale Speedway Park Addn** Blk 1 Lot 1.

**Kennedale Sub-Station Addn** Blk 1 Lot 1 and Blk 2 Lot 1.

**City of Kennedale Addn** Blk 23 Lot 1A; Blk 44 N100'7 & 8; Blk 44 Lts 1 2 S20'7 & 8; Blk 44 Lots 3 & 4; Blk 44 Lts 5, 6 & Vacated Alley; Blk 45 Lots 5-8 & Pt Closed Alley; Lots 1R & 3R; Blk 45 Lts 9-12 & Pt Closed Alley; Blk 45 Lts 13- 16 & Pt Closed Alley; Blk 66 Lts 1, 2, 15, 16 & Pt Of Closed Alley; Blk 66 Lts 3, 4B, 5B, 6B, 7B, 8B & Pt Of Closed Alley; Blk 66 Lts 4A, 5A, 6A, 7A, 8A & Pt Of Closed Alley; Blk 66 Lts 9, 10, 11, 12, 13A & Pt Of Closed Alley; Blk 66 Lts 13B, 14 & Pt Of Closed Alley; Blk 67 Lts 1-12 & Closed Alley; Blk 88 Lots 1R, 2R, 3R, 4R, 5R, 6R, 7R; Blk 89 Lots 1, 2; Blk90.

**Kim Addn** Blk 1 Lot 1.

**Living Water Baptist Church** Blk 1 Lot 1.

**Pine Meadow Addn** Blk 1, Lots 1-11, 12R, 13R, 14-32; Blk 2 Lots 1-3.

**Raceway Estates Addn** Blk Lots 1A1, 1A2, 1B, 2, 3, 4, 5A, 5B, 6A, 6B1, 6B2, 6B3, 7A, 7B.

**Jesse B Renfro Survey A1260** Trs 1A, 1A01, 1A01A, 1A02, A03B, 1B, 1B01, 1B01A, 1C01, 1C01A, 1C02, 1D, 1E, 1F, 1F01, 1F01A, 1F01A1, 1G, 1G01, 1G01A, 1G02, 1G02A, 1H, 3E, 5E, 5E01, 5E02, 5E03, 5E04, 5E05, 5H, 1A3A & 1A3E, 1A3C & 1A3D, 5F, 5F1, & 5J.

**R C Richey Survey A1358**, Trs 1, 1A, 1B, 1C, 2, 2A, 2A01, 2A02, 2B1, 2B2, 2B4, 2B5.

**R C Richey Survey A1359** Trs 1, 1A, 1B, 1C, 1D, 1E.

**Robert C Richey Survey A1327** Trs 1A01, 1B, 1B01, 1C, 2, 2B, 2B01, 2B2, 2B3, 2B04, 2C, 2D, 2E, 2F, 2G, 2H, 2J, 2K, 2L, 2M.

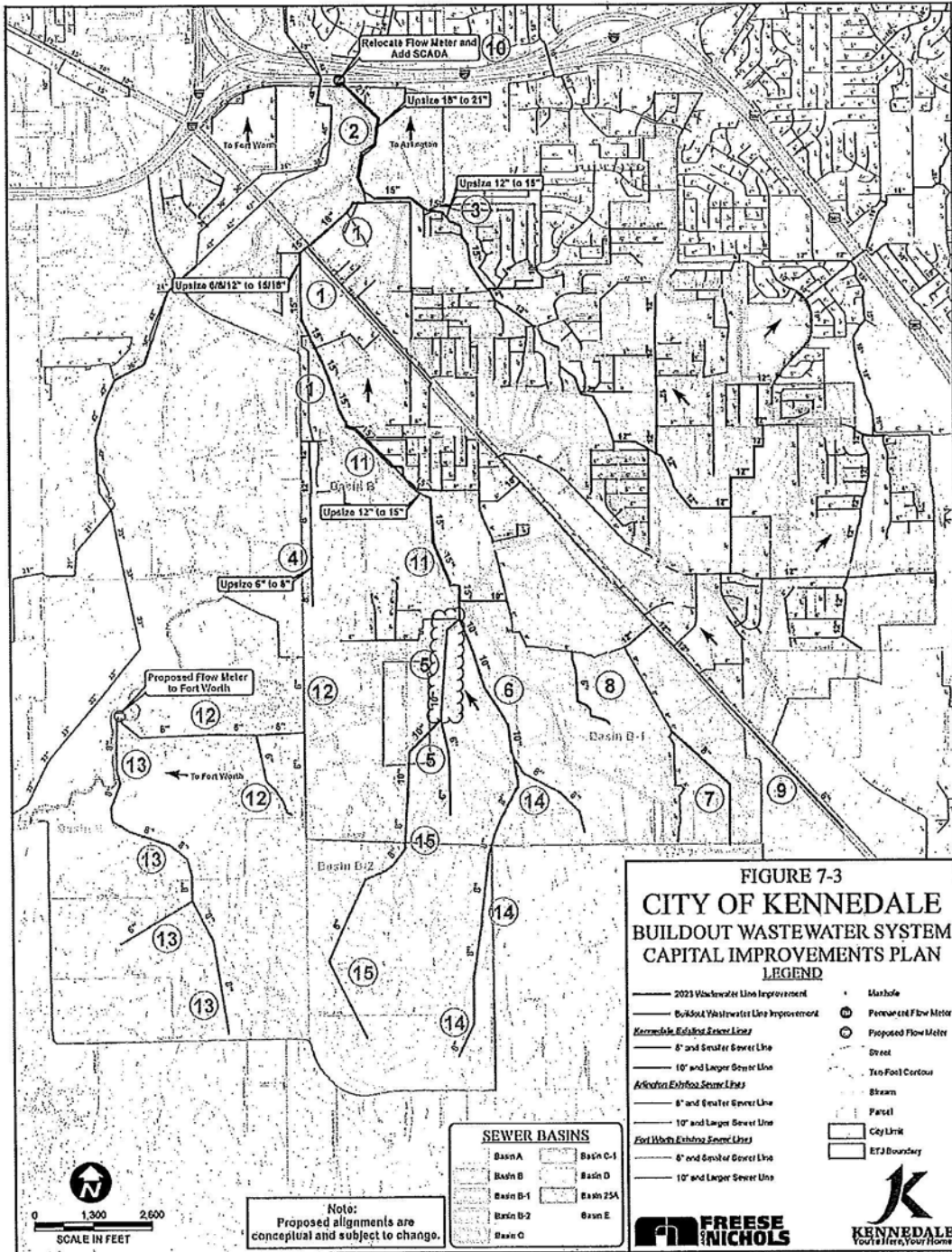
**Peter Rouche Survey A1338** Trs 1, 1B, 1C, 2, 2B, 2C.

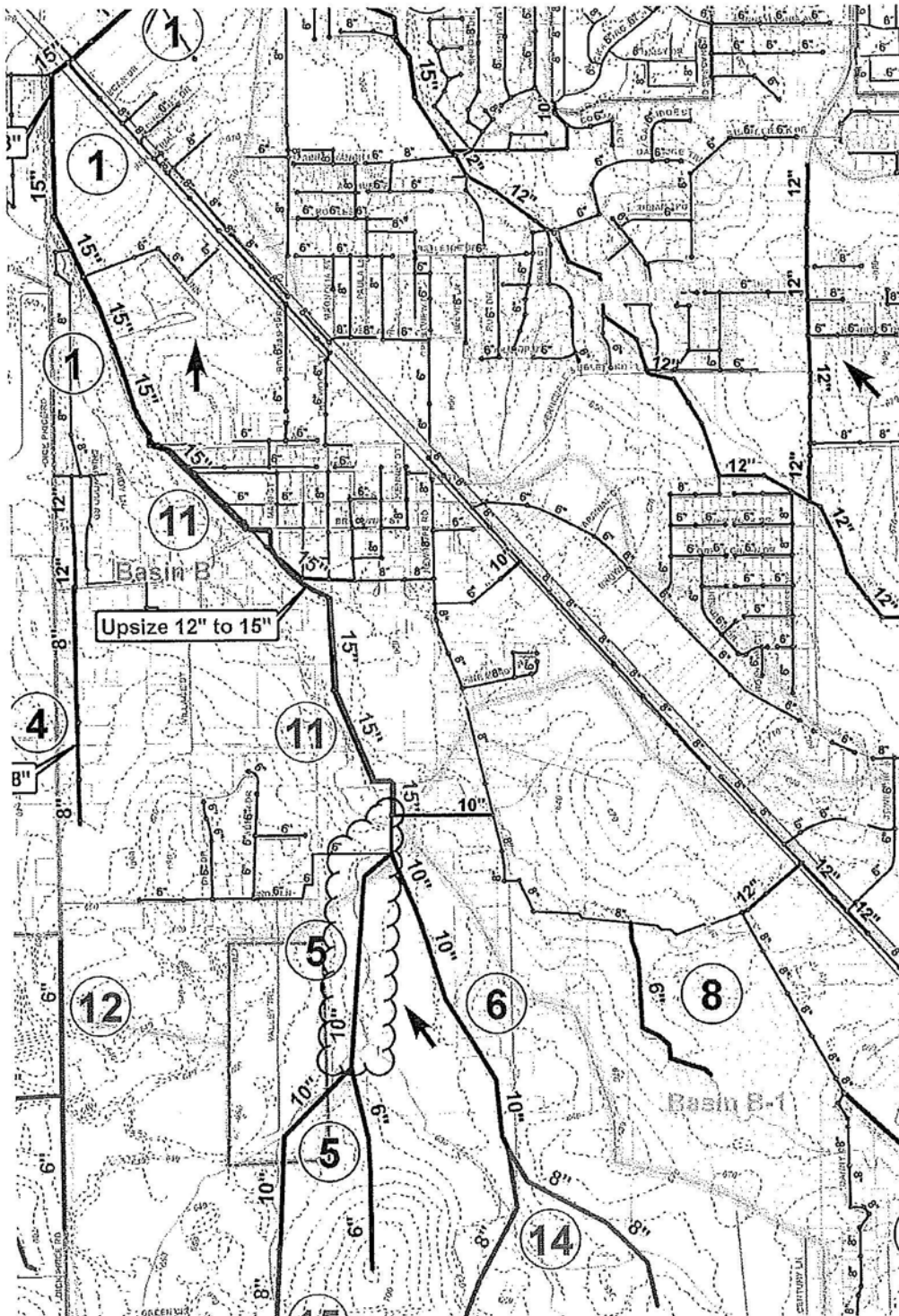
**Joel Snider Survey A1448** Trs 1A, 1B, 1C, 1D, 1D01, 2, 2A, 2B, 2C, 3, 3A, 3A01, 3B, 3B01.

**C B Teague Survey A1506**, Trs 2, 3, 4, 4A, 4A01, 4A01A, 4A01A1, 4A01B, 4A01C, 4A02, 4B, 4B01, 4B02, 4E, 4F, 5, 5A, 5A01, 5B.



# **Exhibit B** **Sewer Project**







**Exhibit C**  
**Description of the Property**

**Tract I**  
**2.00 Acres**

**TRACT I:**

A portion of Lot 1, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 2059, Plat Records, Tarrant County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" steel rod at the southwest corner of said Lot 1;

THENCE North along the west line of said Lot 1, 193.60 feet to a set 1/2" steel rod;

THENCE North 86°14'00" East, 450.97 feet to a set 1/2" steel rod in the east line of said Lot 1 and the west line of Kennedale-New Hope Road, a public road of variable width right-of-way;

THENCE South along said east line of Lot 1 and said west line of Kennedale-New Hope Road, 193.60 feet to a found 1/2" steel rod at the southeast corner of said Lot 1;

THENCE South 86°14'00" West, along the south line of said Lot 1, passing a found 1/2" steel rod at 10.02 feet, continuing in all 450.97 feet to the Point of Beginning and containing 2.000 acres (87,120 square feet) of land, more or less.

**Tract II**  
**85.362 Acres**

**TRACT II:**

Lot 7, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5932, Plat Records, Tarrant County, Texas;

SAVE AND EXCEPT a 3.175 acre tract of land, more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" steel rod at the southwest corner of Lot 2, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 2059, Plat Records, Tarrant County, Texas;

THENCE South 86°14'00" West, 217.43 feet to a set 1/2" steel rod;

THENCE North, 637.49 feet to a set 1/2" steel rod;

THENCE North 86°14'00" East, 217.43 feet to a set 1/2" rod in the west line of Lot 4, of said RACEWAY ESTATES, and in the east line of said Lot 7;

THENCE South along the west line of Lots 4, 3 and 2 and the east line of said Lot 7, 637.49 to the Point of Beginning and containing 3.175 acres (138,309 square feet) of land, more or less.

**Tract III**  
**1.573 Acres**

**TRACT III:**

A 1.573 acre tract of land out of the JOEL SNYDER SURVEY, Abstract No. 1448, in Tarrant County, Texas, more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" steel rod in the center of County Road No. 2025 (Kennedle-New Hope Road), said point being 425 yards (1180 feet) West of the northeast corner of said Snyder Survey;

THENCE West along the north line of said Snyder Survey, passing a found 1/2" steel rod at the southeast corner of said Lot 7, Raceway Estates, at 55.00 feet and continuing in all, 525.60 feet to a set 1/2" steel rod at the Point of Beginning;

THENCE South 03°12'44" East, 116.99 feet to a set 1/2" steel rod;

THENCE South 88°49'42" West, 557.55 feet to a set 1/2" steel rod;

THENCE North 04°17'04" West, 128.56 feet to a set 1/2" steel rod in the north line of said Snyder Survey;

THENCE East along the north line of said Snyder Survey and the south line of said Lot 7, Raceway Estates, 560.48 feet to the Point of Beginning and containing 1.573 acres (68,520 square feet) of land, more or less.

**Tract IV**  
**2.657 Acres**

A 2.657-acre tract of land out of the R.C. Richey Survey, Abstract No. 1327, situated in Tarrant County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Richey Survey and the northwest corner of the Joel Snyder Survey, Abstract No. 1448;

THENCE North 36°52'05" East 694.43 feet to a point;

THENCE South 555.56 feet to a point in the south line of said Richey Survey;

THENCE, West along the south line of said Richey Survey, 416.64 feet to the Point of Beginning, and containing 2.657 acres (115,735 square feet) of land, more or less.



**Tract V**  
**17.92 Acres**

A 17.92 Acre Tract of Land situated in the C.B. Teague Survey, Abstract 1506, Tarrant County, Texas, and being a part of the Tommy L. Gay Tract, Veteran Purchase, 3035/468, and being particularly described as follows:

BEGINNING at an iron rod in the most Easterly North line of said Gay tract at the Northeast corner of the Texas Electric 1.740 acre tract;

THENCE S 88 degrees 47' 30" E with said North line of said Gay tract a distance of 905.3 feet to the Northwest corner of a 4.00 acre tract;

THENCE S 20' 30" with the west line of said 4.00 acre tract a distance of 844.9 feet to the Southwest corner of said 4.00 acre tract and being in the most Easterly South line of said Gay tract;

THENCE S 89 degrees 0' 30" W with said South line a distance of 905.0 feet to the Southeast corner of the Texas Electric 1.740 acre tract;

THENCE N 0 degrees 20-1/2' W with the East line of said Electric 1.740 acre tract

a distance of 879.6 feet to the PLACE OF BEGINNING and containing 17.92 acres of land.



## STAFF REPORT TO THE BOARD OF DIRECTORS

**Date:** October 14, 2021

**Agenda Item No:** DECISION ITEMS - 3.

### I. Subject:

**CASE #PZ 21-14** — Conduct a public hearing and consider a request by H. Nemat for a rezoning from R3 Single-Family Residential to R4 Single-Family Residential for approximately 1.474 acres located at 1200, 1220 and 1224 Mansfield Cardinal Road, in the B. Jopling Survey, Abstract 880 and the J. Russell Survey, Abstract 1361, Tracts 1D, 10A and 10B, City of Kennedale, Tarrant County, Texas

### II. Originated by:

Chance LeBlanc, Planning Consultant with Dunaway

### III. Summary:

#### BACKGROUND AND OVERVIEW

|                                  |                                                              |
|----------------------------------|--------------------------------------------------------------|
| Request                          | R3 Single-Family Residential to R4 Single-Family Residential |
| Applicant                        | H. Nemat                                                     |
| Location                         | 1200, 1220 and 1224 Mansfield Road                           |
| Surrounding Uses                 | Single-Family Residential, General Commercial, Industrial    |
| Surrounding Zoning               | R2, R3, C2, I, PD-I                                          |
| Future Land Use Plan Designation | Neighborhoods & Neighborhood Corridor                        |
| Staff Recommendation             | Approve                                                      |

#### CURRENT STATUS OF PROPERTY

All three tracts of land are currently vacant.

#### SURROUNDING PROPERTIES & NEIGHBORHOOD

The property is located west of the intersection at Mansfield Cardinal Road and S Eden Road. Mansfield Cardinal Road is characterized by a variety of single-family homes. Given the location of these lots, it could be either residential or commercial. The lot across the street to the North is also vacant and currently zoned commercial (C2). The area to the West, along S Eden Road, are industrial uses.

#### STAFF REVIEW

##### *Future Land Use Plan*

The Future Land Use Plan indicates this property as Neighborhoods & Neighborhood Corridor.

##### *Related Goals from the Comprehensive Land Use Plan*

The comprehensive plan goal related to this rezoning request falls under:

- PRINCIPLE 2: ECONOMIC PROSPERITY. PROMOTE ACCESS TO HOUSING.

Providing housing options for people of varying financial means and residential preferences.  
Provide the regulatory framework and developer support to provide quality housing for residents.



Create job opportunities in Kennedale that help stabilize the local tax base and allow residents to work close to home.

#### *City Council Ends Statements and Goals*

- Well-planned community based on principles of a connected city, economic prosperity, and a thriving community.

#### **SUMMARY**

The property has been vacant for many years. The growth in the area along with the surrounding development in the immediate vicinity has made this property viable for development.

The applicant is proposing to change the zoning from R3 Single-Family Residential to R4 Single-Family Residential. The development will be required to meet standards for R4 zoning, which allows for 50-foot widths and must meet all requirements for single family development. This development would provide quality housing for residents of Kennedale. The proposed residential development is consistent with the surrounding uses, and the proposed zoning is compatible.

The 2012 Comprehensive Plan designates the subject property as Neighborhoods and Neighborhood Corridors. The request to rezone to R4 is consistent with the Future Land Use Map.

#### **IV. Notification:**

#### **V. Fiscal Impact Summary:**

#### **VI. Legal Impact:**

#### **VII. Recommendation:**

Approve

#### **VIII. Alternative Actions:**

Based on the above analysis, staff recommends approval.

#### **ACTION BY THE COMMISSION:**

- **Approval:** Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for rezoning.
- **Deny:** Based on the information presented, I find that the proposed use does not meet (list standards or requirements not met) and make a motion to deny the request

#### **IX. Attachments:**

|    |                                |                                    |
|----|--------------------------------|------------------------------------|
| 1. | 1200 Application Zoning Change | 1200 Application Zoning Change.pdf |
|----|--------------------------------|------------------------------------|

|    |                                            |                                                |
|----|--------------------------------------------|------------------------------------------------|
| 2. | 1200 Legal Description                     | 1200 Legal Description.pdf                     |
| 3. | 1200 Map of vicinity - Property Identified | 1200 Map of vicinity - Property Identified.pdf |
| 4. | Abutter - GIS 1224 Mansfield Cardinal      | Abutter - GIS 1224 Mansfield Cardinal.pdf      |
| 5. | Abutter - GIS 1220 Mansfield Cardinal      | Abutter - GIS 1220 Mansfield Cardinal.pdf      |
| 6. | Abutter - GIS 1200 Mansfield Cardinal      | Abutter - GIS 1200 Mansfield Cardinal.pdf      |
| 7. | FLUP - 1200                                | FLUP - 1200.pdf                                |
| 8. | Surrounding Uses - MC                      | Surrounding Uses - MC.pdf                      |



# APPLICATION

## ZONING CHANGE

### Requirements

Please review the following requirements. Your application **will not be accepted** if any of the below items are missing or incomplete.

- ☒ Legal description of property identified by metes and bounds as determined by a registered surveyor
- ☒ Map of the vicinity in which the property is located, and on which the property to be re-zoned is clearly identified by highlighter or by heavy lines
- ☐ Payment of rezoning fee: \$500.00 for properties less than 10 acres and \$1,500.00 for 10 or more acres
- ☐ All materials and application must be received by Planning Department at least 35 days prior to the scheduled Planning and Zoning Commission meeting date

### Applicant Information

Applicant Name: H. Nemat

Applicant Title: Re-Zoning Processor

Applicant Address: 25 Shore Haven Ln, Hickory Creek, Texas 75065

Applicant Phone: 469-688-9800 Applicant Email: hnemat@yahoo.com

### Owner Information (If applicant is not the owner, an affidavit must be submitted by owner)

Owner Name: Rasool Aghlani

Owner Address: 13150 Kettle Camp Rd, Frisco, Texas 75035

Owner Phone: 469-298-3363 Owner Email: rasoolaghlani@yahoo.com

### Property Information

Property Address: 1200, 1220 & 1224 Mansfield Cardinal Rd, Kennedale, Texas 76060

Property Legal Description: Please see attached "Property Legal Description"

Present Use of Property: Vacant lot

Present Zoning of Property: Zoned R3

Desired Zoning of Property: Zone R4

### Applicant Agreement

By signing below, I acknowledge that I have read and completed all applicable requirements. I understand that if I have submitted an incomplete application or false/inaccurate information, my application may be rejected and any fees may not be refunded.

Signature of Applicant: H. Nemat Date: 5/27/2021

## **1200, 1220 & 1224 Mansfield Cardinal**

### **PROPERTY DESCRIPTION**

#### **GF# 20-5176**

**BEING** a tract of land out of the B. Jopling Survey, Abstract Number 880, in the City of Kennedale, Tarrant County, Texas, and being that tract of land described by deed to Eddie Godfrey, d/b/a Godfrey Butane as recorded under Document Number D204179997, Official Public Records of Tarrant County, Texas, (O.P.R.T.C.T.), the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

**BEGINNING** at a 1/2 inch rebar found for the southwest corner of said Godfrey tract and the herein described tract;

**THENCE** with the perimeter and to the corners of said Godfrey tract, the following calls:

1. North 00 degrees 49 minutes 14 seconds West, a distance of 100.88 feet to a 1/2 inch rebar with cap stamped, "DISCULLO & TERRY" found (hereinafter called "capped rebar found") at the beginning of a curve to the right, having a radius of 30.40 feet, with a delta angle of 144 degrees 27 minutes 54 seconds, whose chord bears North 71 degrees 25 minutes 36 seconds East, a distance of 57.90 feet;
2. Along said curve to the right, an arc length of 76.65 feet to a capped rebar found;
3. South 36 degrees 19 minutes 33 seconds East, a distance of 147.88 feet to a capped rebar found;
4. South 89 degrees 55 minutes 46 seconds West, a distance of 141.04 feet to the **POINT OF BEGINNING** and enclosing 0.277 acres (12,087 square feet) or land, more or less.

#### **GF# 20-5172 "1ST TRACT"**

**BEING** a tract of land out of the J. Russell Survey, Abstract Number 1361, in the City of Kennedale, Tarrant County, Texas, and being the "1ST" tract of land described by deed to Godfrey Butane as recorded under Volume 4361, Page 139, Deed Records, Tarrant County, Texas, (D.R.T.C.T.), the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

**BEGINNING** at a point for the southwest corner of said "1st" tract and the herein described tract, from which a 1/2 inch rebar found for the southwest corner of the "2nd" tract as described by said deed to Godfrey Butane bears South 01 degrees 06 minutes 25 seconds East, a distance of 147.10 feet;

**THENCE** with the perimeter and to the corners of said "1st" tract, the following calls:

1. North 01 degrees 06 minutes 25 seconds West, a distance of 404.95 feet, said point being in the south line of a tract of land described by deed to Eddie Godfrey, d/b/a Godfrey Butane as recorded under Document Number D204179997, Official Public Records of Tarrant County, Texas, (O.P.R.T.C.T.), from which a 1/2 inch rebar found for the southwest corner thereof bears South 89 degrees 55 minutes 46 seconds West, a distance of 5.00 feet;
2. North 89 degrees 55 minutes 46 seconds East, a distance of 136.04 feet to a 1/2 inch rebar with cap stamped, "DISCULLO & TERRY" found;
3. South 37 degrees 48 minutes 48 seconds East, a distance of 209.83 feet;
4. South 47 degrees 01 minutes 49 seconds West, a distance of 351.04 feet to the **POINT OF BEGINNING** and enclosing 1.474 acres (64,220 square feet) of land, more or less.

#### **GF# 20-5172 "2ND TRACT"**

**BEING** a tract of land out of the J. Russell Survey, Abstract Number 1361, in the City of Kennedale, Tarrant County, Texas, and being a portion of the "2nd" tract of land described by deed to Godfrey



Butane as recorded under Volume 4361, Page 139, Deed Records, Tarrant County, Texas, (D.R.T.C.T.), together with all of that tract of land described by deed to Godfrey Butane Co. as recorded under Document Number D220341813, Official Public Records, Tarrant County, Texas, (O.P.R.T.C.T.), the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

**BEGINNING** at a 1/2 inch rebar with pink cap stamped, "BARTON CHAPA" set (hereinafter called "capped rebar set") for the northwest corner of said 2nd tract and the herein described tract;

**THENCE** North 47 degrees 01 minutes 49 seconds East, with the northwest line of said 2nd tract, a distance of 351.04 feet to a capped rebar set for the northeast corner thereof;

**THENCE** South 37 degrees 48 minutes 48 seconds East, with the northeast line of said 2nd tract, a distance of 110.00 feet to a point for the southeast corner thereof, from which a metal fence corner post bears South 66 degrees East, a distance of 0.50 feet;

**THENCE** South 47 degrees 01 minutes 49 seconds West, partially with the southeast line of said 2nd tract, a distance of 114.00 feet to a 1/2 inch rebar found for the northeast corner of a tract of land described by deed to Rebecca J. Holley as recorded under Document Number D204310228, (O.P.R.T.C.T.), same being the northeast corner of said Godfrey Butane Co. tract (D220341813);

**THENCE** South 00 degrees 10 minutes 11 seconds East, with the east line of said Godfrey Butane Co. (D220341813) tract, a distance of 104.05 feet to a capped rebar set for the southeast corner thereof;

**THENCE** South 86 degrees 43 minutes 24 seconds West, with the south line of said Godfrey Butane Co. tract (D220341813), passing the southwest corner thereof, same being the northeast corner of a tract of land described by deed to Marshall W. Tuttle and Sharon Medley Tuttle as recorded under Document Number D221104719, (O.P.R.T.C.T.), and continuing for a total distance of 240.75 feet to a capped rebar set for the northwest corner of said Tuttle tract, from which a 1/2 inch rebar found for the southwest corner of said 2nd tract and said Tuttle

tract bears South 01 degrees 06 minutes 25 seconds East, a distance of 103.96 feet;

**THENCE** North 01 degrees 06 minutes 25 seconds West, with the west line of said 2nd tract, a distance of 43.15 feet to the **POINT OF BEGINNING** and enclosing 0.992 acres (43,207 square feet) of land, more or less.

#### **TITLE COMMITMENT NOTES**

This survey was prepared with the benefit of two commitments for title insurance provided by First American Title Guaranty Company, G.F. Numbers 20-5172 and 20-5176, Effective Date(s) September 1, 2020. These commitments were relied upon for encumbrance research, and the surveyor has performed no independent title search. Therefore, easements, agreements, or other documents, either recorded, or unrecorded may exist that affect the subject property that are not shown on this survey. The following exceptions from Schedule "B" were addressed as follows:

G.F. Number 20-5176 (Eddie Godfrey Tract):

10f) Easement and Right of Way, as recorded under Volume 17439, Page 456, Of the Official Public Records, Tarrant County, Texas. (easement crosses the subject property, shown hereon.)

10g) Easement to Texas Electric Service Company, as recorded under Volume 3912, Page 365 of the Deed Records, of Tarrant County, Texas. (easement does not cross or abut the subject property.)

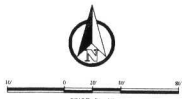
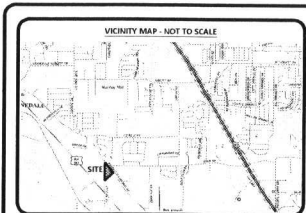
10h) Easement to Texas Utilities Electric Company, as recorded under Volume 11489, Page 2384, of the Official Public Records of Tarrant County, Texas. (easement does not cross or abut the subject property.)

10i) Distribution Easement and Right of Way, as recorded under Volume 3334, Page 315, of the Deed Records, Tarrant County, Texas. (easement does not cross or abut the subject property.)

10j) Release of Easement to Koch Refining Co., as recorded under Volume 9899, Page 1192, of the Official Public Records of Tarrant County, Texas. (easement does not cross or abut the subject property.)

10k) Matters contained in document recorded under County Clerk's File No. D208231210, Official Public Records, Tarrant County, Texas. (document contains a general description which does not include the subject property) G.F. Number 20-5172 (1st Tract and 2nd Tract):

10e): Matters contained in document recorded under County Clerk's File No. D208231210, Official Public Records, Tarrant County, Texas. (document contains a general description which includes the subject property)



CATEGORY 1A, CONDITION II LAND TITLE SURVEY  
A TRACT SITUATED IN THE  
B. JOPLING SURVEY, ABSTRACT #880  
& THE J. RUSSELL SURVEY, ABSTRACT #1361  
CITY OF KENNEDALE  
TARRANT COUNTY, TEXAS

- LEGEND OF ABBREVIATIONS
- D.R.T.C.T. DEED RECORDS, TARRANT COUNTY, TEXAS
  - P.R.T.C.T. PLAT RECORDS, TARRANT COUNTY, TEXAS
  - O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
  - D.C.S. DOCUMENT NUMBER
  - C.M. CONTROLLING MONUMENT
  - SQ. FT. SQUARE FEET
  - RDW. RIGHT OF WAY
  - C.R.S. CAPPED REBAR SET

SURVEYOR'S NOTES

- Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83); distances are surface with a combined scale factor of 1.00012.
- This property lies within Zone "X" of the Flood Insurance Rate Map for Tarrant County, Texas and Incorporated Areas, map no. 4849C0340K, with an effective date of September 25, 2009, via scaled map location and graphic plotting.
- Monuments are found unless specifically designated as set.
- Elevations (if shown) are North American Vertical Datum of 1988 (NAVD '88).

PROPERTY DESCRIPTION

GF# 20-5176

BEING a tract of land out of the B. Jopling Survey, Abstract Number 880, in the City of Kennedale, Tarrant County, Texas, and being that tract of land described by deed to Eddie Godfrey, d/b/a Godfrey Butane as recorded under Document Number D204179997, Official Public Records of Tarrant County, Texas, (D.P.R.T.C.T.), the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

**BEGINNING** at a 1/2 inch rebar found for the southwest corner of said Godfrey tract and the herein described tract:  
**THENCE** with the perimeter and to the corners of said Godfrey tract, the following calls:  
1. North 00 degrees 49 minutes 14 seconds West, a distance of 100.88 feet to a 1/2 inch rebar with cap stamped, "DISCULCO & TERRY"  
found (hereinafter called "capped rebar found") at the beginning of a curve to the right, having a radius of 10.40 feet, with a deflection angle of 144 degrees 27 minutes 54 seconds, whose chord bears North 71 degrees 25 minutes 36 seconds East, a distance of 57.90 feet;  
2. Along said curve to the right, an arc length of 76.65 feet to a capped rebar found;  
3. South 36 degrees 19 minutes 33 seconds East, a distance of 147.88 feet to a capped rebar found;  
4. South 89 degrees 55 minutes 46 seconds West, a distance of 141.04 feet to the **POINT OF BEGINNING** and enclosing 0.277 acres (12,087 square feet) of land, more or less.

GF# 20-5172 "1ST TRACT"

BEING a tract of land out of the J. Russell Survey, Abstract Number 1361, in the City of Kennedale, Tarrant County, Texas, and being the "1ST" tract of land described by deed to Godfrey Butane as recorded under Volume 4361, Page 139, Deed Records, Tarrant County, Texas, (D.R.T.C.T.), the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

**BEGINNING** at a point for the southwest corner of said "1ST" tract and the herein described tract, from which a 1/2 inch rebar found for the southwest corner of the "2ND" tract as described by said deed to Godfrey Butane bears South 01 degrees 25 minutes 25 seconds East, a distance of 147.10 feet:

**THENCE** with the perimeter and to the corners of said "1ST" tract, the following calls:  
1. North 01 degrees 06 minutes 25 seconds West, a distance of 404.95 feet, said point being in the south line of a tract of land described by deed to Eddie Godfrey, d/b/a Godfrey Butane as recorded under Document Number D204179997, Official Public Records of Tarrant County, Texas, (D.P.R.T.C.T.), from which a 1/2 inch rebar found for the southwest corner thereof bears South 89 degrees 55 minutes 46 seconds West, a distance of 5.00 feet;  
2. North 89 degrees 55 minutes 46 seconds East, a distance of 136.04 feet to a 1/2 inch rebar with cap stamped, "DISCULCO & TERRY" found;  
3. South 37 degrees 48 minutes 48 seconds East, a distance of 209.83 feet;  
4. South 47 degrees 01 minutes 49 seconds West, a distance of 351.04 feet to the **POINT OF BEGINNING** and enclosing 1.474 acres (64,220 square feet) of land, more or less.

GF# 20-5172 "2ND TRACT"

BEING a tract of land out of the J. Russell Survey, Abstract Number 1361, in the City of Kennedale, Tarrant County, Texas, and being a portion of the "2ND" tract of land described by deed to Godfrey Butane as recorded under Volume 4361, Page 139, Deed Records, Tarrant County, Texas, (D.R.T.C.T.), together with all of that tract of land described by deed to Godfrey Butane Co. as recorded under Document Number D20341813, Official Public Records, Tarrant County, Texas, (D.P.R.T.C.T.), the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

**BEGINNING** at a 1/2 inch rebar with pink cap stamped, "BARTON CHAPA" set (hereinafter called "capped rebar set") for the northwest corner of said "2ND" tract and the herein described tract:

**THENCE** North 47 degrees 01 minutes 49 seconds East, with the northeast line of said "2ND" tract, a distance of 351.04 feet to a capped rebar set for the northeast corner thereof:

**THENCE** South 37 degrees 48 minutes 48 seconds East, with the northeast line of said "2ND" tract, a distance of 110.00 feet to a point for the southeast corner thereof, from which a metal fence corner post bears South 06 degrees East, a distance of 0.50 feet;

**THENCE** South 47 degrees 01 minutes 49 seconds West, partially with the southeast line of said "2ND" tract, a distance of 114.00 feet to a 1/2 inch rebar found for the northeast corner of a tract of land described by deed to Rebecca J. Holly as recorded under Document Number D204310228, (D.P.R.T.C.T.), same being the northeast corner of said Godfrey Butane Co. tract (D20341813);

**THENCE** South 00 degrees 10 minutes 11 seconds East, with the east line of said Godfrey Butane Co. (D20341813) tract, a distance of 104.05 feet to a capped rebar set for the southeast corner thereof;

**THENCE** South 86 degrees 43 minutes 24 seconds West, with the south line of said Godfrey Butane Co. tract (D20341813), passing the southwest corner thereof, same being the northeast corner of a tract of land described by deed to Marshall W. Tuttle and Sharon Medley Tuttle as recorded under Document Number D221104719, (D.P.R.T.C.T.), and continuing for a total distance of 240.75 feet to a capped rebar set for the northwest corner of said Tuttle tract, from which a 1/2 inch rebar found for the southwest corner of said "2ND" tract and said Tuttle tract bears South 01 degrees 06 minutes 25 seconds East, a distance of 103.96 feet;

**THENCE** North 01 degrees 06 minutes 25 seconds West, with the west line of said "2ND" tract, a distance of 43.15 feet to the **POINT OF BEGINNING** and enclosing 0.992 acres (43,207 square feet) of land, more or less.

TITLE COMMITMENT NOTES

This survey was prepared with the benefit of two commitments for title insurance provided by First American Title Guaranty Company, G.F. Numbers 20-5172 and 20-5176, Effective Date(s) September 1, 2020. These commitments were relied upon for encumbrance research, and the surveyor has performed no independent title search. Therefore, easements, agreements, or other documents, either recorded, or unrecorded, may exist that affect the subject property that are not shown on this survey. The following exceptions from Schedule "B" were addressed as follows:

G.F. Number 20-5176 (Eddie Godfrey Tract):

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G.F. Number 20-5172 (1st Tract and 2nd Tract):

10g) Matters contained in document recorded under County Clerk's File No. D028231210, Official Public Records, Tarrant County, Texas. (document contains a general description which includes the subject property)

SURVEYOR'S CERTIFICATE

This is to certify that I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, have prepared this map from an actual survey on the ground, and that this map correctly represents that survey made by me or under my direction and supervision. This survey meets the minimum requirements for a Category 1A, Condition II Land Title Survey. Fieldwork was completed on September 24, 2020. Date of Plat/Map: April 15, 2021

John H. Barton III, RPLS# 6737



LEGEND OF SYMBOLS

- BT conditioning unit
- FC irrigation control valve
- CA cable TV
- EO electric meter
- FO fence or guardrail
- FC fire dept. connection
- FI fire hydrant
- SO solid
- SD storm drain
- GI grate inlet
- GV gas valve
- GM gas meter
- EW electric well
- LI light
- SS sanitary sewer manhole
- SW storm water manhole
- TE telephone manhole
- TF tank fill
- TP telephone pedestal
- TR traffic signal pole
- UC utility clean out
- UC utility cabinet
- UC electric utility cabinet
- UC storm utility vault
- UC electric utility vault
- UC water utility vault
- UC utility/service pole
- UL utility sign
- W water shut-off
- W water meter
- W water meter
- W cable to meter
- W as release valve
- W utility markings
- T tree
- SD shrub/decorative tree or tree with diameter < 4 in.
- C contour lines

TERMS OF ACCEPTANCE OF SURVEY

This survey is issued pursuant to a real estate transaction and is appurtenant to the title commitment referenced in the "Title Commitment Notes." This survey is issued for use in such transaction. Notwithstanding any of the above statements, the surveyor has a contractual relationship with one client or entity. Review/requested revisions by other parties must be received by or through such entity. Client is responsible for reviewing survey (including, but not limited to: notations, existence or lack of spelling/grammatical/typographical errors, certified parties, dates, instruments) within thirty (30) days of the date of plat or map. After such time has passed, client accepts survey as issued, and further revisions are not embraced by the above certification. Additional or altered commitments for title insurance will require a new or re-issued survey. Please feel free to request pricing for this at info@bcsurvey.com, or call (817) 864-1957.



BARTON CHAPA  
SURVEYING  
5200 State Highway 121  
Colleyville, TX 76034  
Phone: 817-864-1957  
info@bcsurvey.com  
TBP's Firm #10194474

JOB NO: 2020.089.001

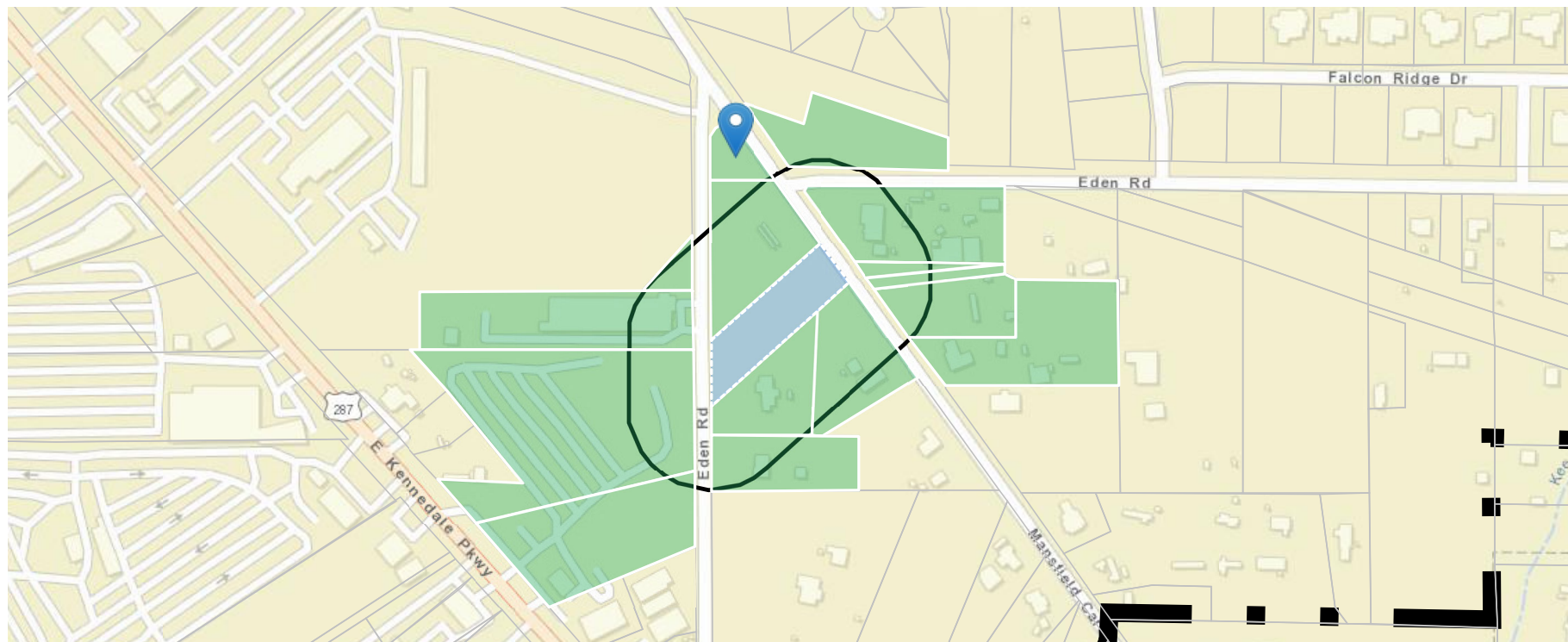
DRAWN: BCS

CHECKED: JHB

TABLE OF REVISIONS

DATE SUMMARY

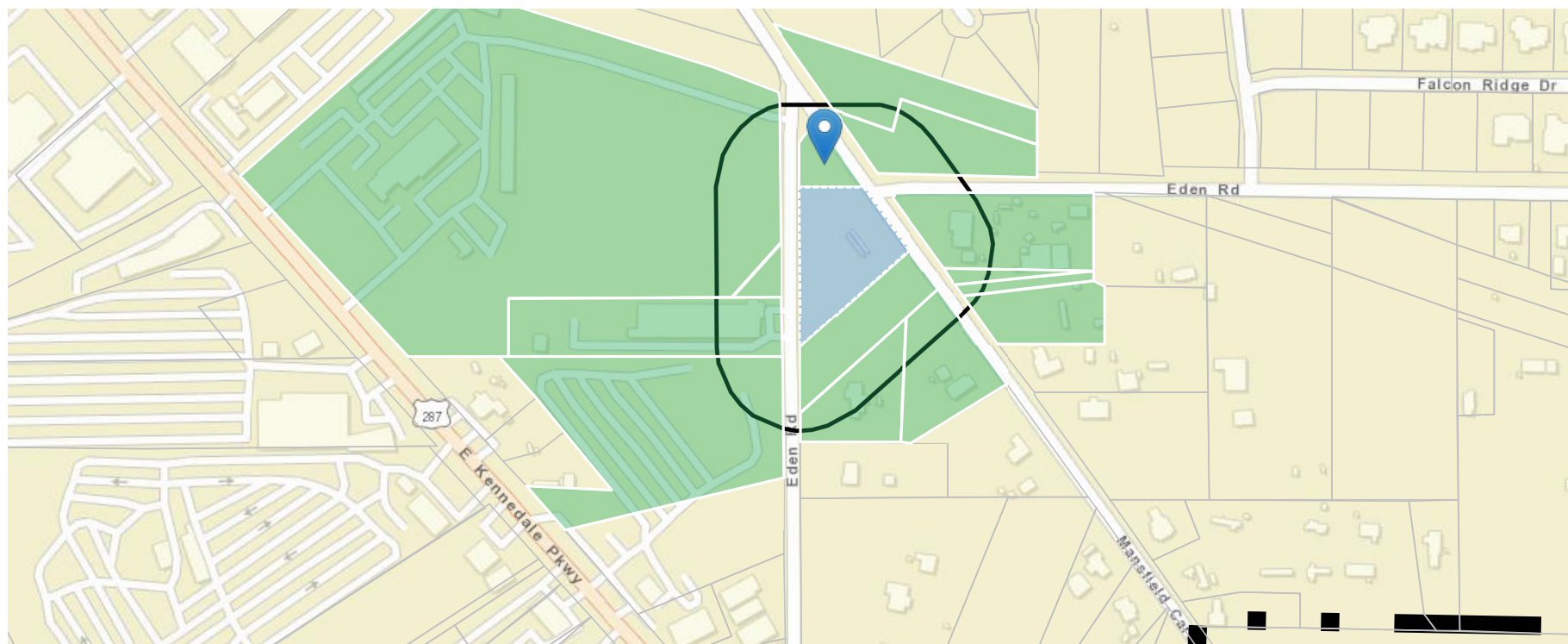




## **Parcel Information**

1224 MANSFIELD CARDINAL RD

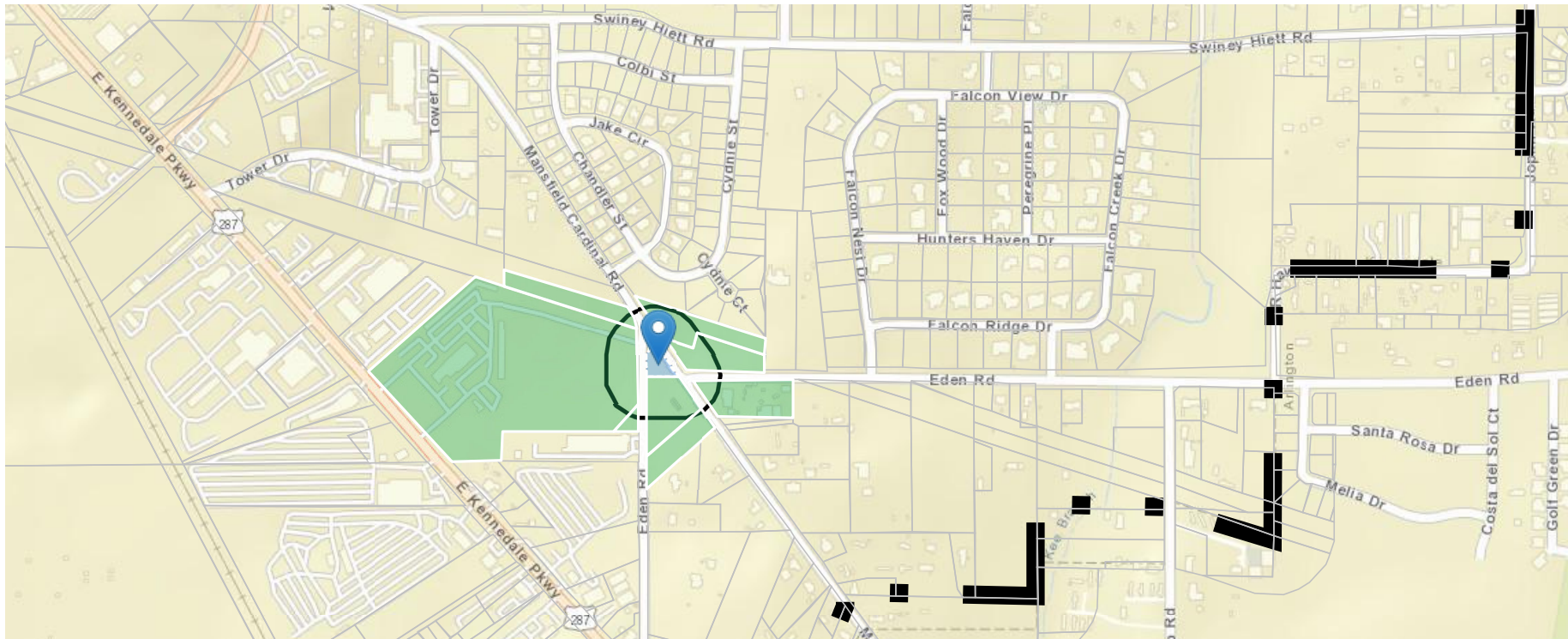
A1361-10B



## **Parcel Information**

1220 MANSFIELD CARDINAL RD

A1361-10A



## Parcel Information

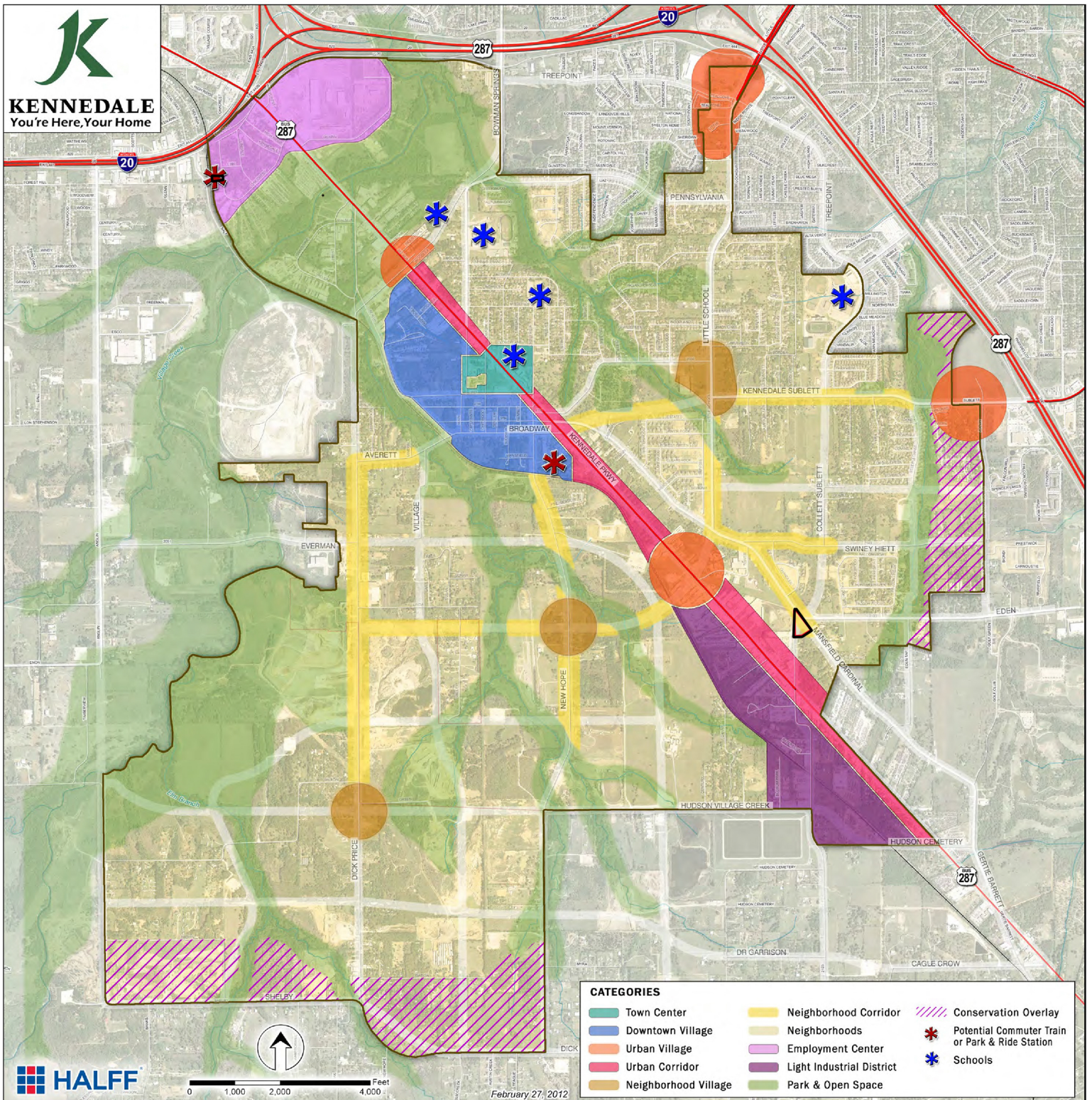
1200 MANSFIELD CARDINAL RD

A 880-1D





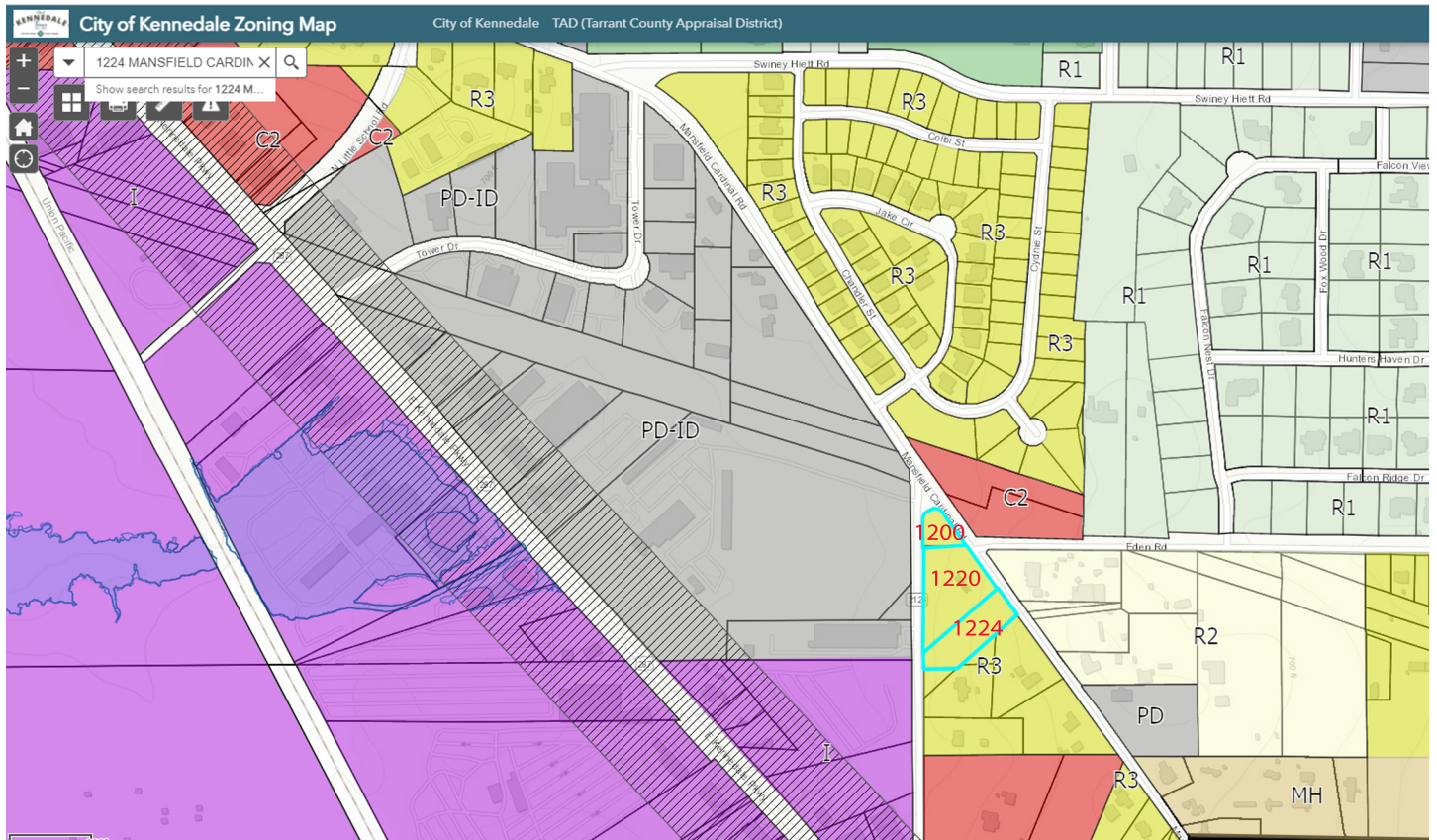
**KENNEDALE**  
You're Here. Your Home





# PZ CASE 21-14

## 1200, 1220, 1224 MANSFIELD CARDINAL





## STAFF REPORT TO THE BOARD OF DIRECTORS

**Date:** October 14, 2021

**Agenda Item No:** DECISION ITEMS - 4.

### I. Subject:

**CASE #PZ 21-15** — Conduct a public hearing and consider a request by FC Designs for a rezoning from R3 Single-Family Residential to TH Townhome District for approximately 0.35-acre located at 6800 Oak Crest Drive W, Oak Crest Addition, Block 1, Lots 26, City of Kennedale, Tarrant County, Texas

### II. Originated by:

Chance LeBlanc, Planning Consultant with Dunaway

### III. Summary:

#### BACKGROUND AND OVERVIEW

|                                  |                                                   |
|----------------------------------|---------------------------------------------------|
| Request                          | R3 Single-Family District to TH Townhome District |
| Applicant                        | FC Designs (Federico Canoura)                     |
| Location                         | 6800 Oak Crest Drive W                            |
| Surrounding Uses                 | Single-Family Residential                         |
| Surrounding Zoning               | R3                                                |
| Future Land Use Plan Designation | Industrial and Future Transit Station             |
| Staff Recommendation             | Approve                                           |

#### CURRENT STATUS OF PROPERTY

The property is a 0.35-acre vacant lot situated in the Oak Crest Neighborhood.

#### SURROUNDING PROPERTIES & NEIGHBORHOOD

This property is located Southwest of the intersection at Oak Crest Drive W and Link Street. Oak Crest Drive W is characterized by a combination of single-family homes, some vacant lots, and industrial uses. The lot across the street is the street is a portion of the Oak Crest Church. The West portion of the property abuts the Union Pacific Railroad.

#### STAFF REVIEW

##### *Future Land Use Plan*

The Future Land Use Plan indicates this property as Industrial and Future Transit Station.

##### *Related Goals from the Comprehensive Land Use Plan*

The comprehensive plan goal related to this rezoning request falls under:

- PRINCIPLE 1: CONNECTED CITY, SUPPORTING A WALKABLE BUILT ENVIRONMENT.  
As land development creates the demand to travel, ensure that it reduces the need to drive by



- provide ample direct connections for pedestrians, bicycles, and transit.
- PRINCIPLE 2: ECONOMIC PROSPERITY. PROMOTE ACCESS TO HOUSING.

Providing housing options for people of varying financial means and residential preferences. Provide the regulatory framework and developer support to provide quality housing for residents. Create job opportunities in Kennedale that help stabilize the local tax base and allow residents to work close to home.

#### *City Council Ends Statements and Goals*

- Well-planned community based on principles of a connected city, economic prosperity, and a thriving community.

#### **SUMMARY**

The property has been vacant for many years. The owner of the property has expressed an intent to develop two townhomes with two units each on the vacant lot. The property will be accessed by a private drive from Oak Street Drive. The development will require a replat to vacate the existing 35' building setback per the existing survey. The development will be required to meet standards for TH zoning. Parking for the residents will be surface parking located in the rear of the property, along the west and north property lines.

The infill development for townhouses is consistent with the surrounding existing residential land use and the proposed zoning is compatible. This development would provide quality housing for the residents of Kennedale.

The 2012 Comprehensive Plan designates the subject property as Industrial with Future Transit Station. The request to rezone to "TH" is a deviation from the Future Land Use Map.

The future transit station is an opportunity to encourage transit supportive land use patterns at these stops, such as locating higher intensity residential units within walking distance.

#### **IV. Notification:**

#### **V. Fiscal Impact Summary:**

#### **VI. Legal Impact:**

#### **VII. Recommendation:**

Approve

#### **VIII. Alternative Actions:**

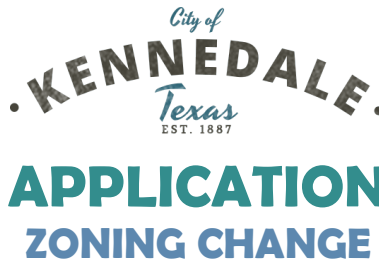
Based on the above analysis, staff recommends approval.

#### **ACTION BY THE COMMISSION:**

- **Approval:** Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for rezoning.
- **Deny:** Based on the information presented, I find that the proposed use does not meet (list standards or requirements not met) and make a motion to deny the request

#### **IX. Attachments:**

|    |                                                     |                                                         |
|----|-----------------------------------------------------|---------------------------------------------------------|
| 1. | 6800 Oak Crest Dr - Zoning Application              | 6800 Oak Crest Dr - Zoning Application.pdf              |
| 2. | 6800 Owner Affidavit                                | 6800 Owner Affidavit.pdf                                |
| 3. | 6800 Oak Crest Dr- Zoning Change Concept - 08-06-21 | 6800 Oak Crest Dr- Zoning Change Concept - 08-06-21.pdf |
| 4. | 6800 Oak Crest Dr - Survey Plat                     | 6800 Oak Crest Dr - Survey Plat.pdf                     |
| 5. | Abutter - GIS 6800 Oak Crest Drive W                | Abutter - GIS 6800 Oak Crest Drive W.pdf                |
| 6. | 6800 Oak Crest Aerial                               | 6800 Oak Crest Aerial.pdf                               |
| 7. | 6800- Surrounding Uses                              | 6800- Surrounding Uses.pdf                              |
| 8. | FLUP -6800                                          | FLUP -6800.pdf                                          |



Permit Number

**Requirements**

Please review the following requirements. Your application **will not be accepted** if any of the below items are missing or incomplete.

- ☐ Legal description of property identified by metes and bounds as determined by a registered surveyor
- ☐ Map of the vicinity in which the property is located, and on which the property to be re-zoned is clearly identified by highlighter or by heavy lines
- ☐ Payment of rezoning fee: \$500.00 for properties less than 10 acres and \$1,500.00 for 10 or more acres
- ☐ All materials and application must be received by Planning Department at least 35 days prior to the scheduled Planning and Zoning Commission meeting date

**Applicant Information**

Applicant Name: FC Designs - Federico Canoura

Applicant Title: Owner

Applicant Address: 390 E Oakenwald #134, Dallas, TX 75203

Applicant Phone: 682-407-5770 Applicant Email: fcanoura@fc-designs.net

**Owner Information** (If applicant is not the owner, an affidavit must be submitted by owner)

Owner Name: Warrior Acquisitions, LLC

Owner Address: 5361 Grenada Dr, Fort Worth, TX 76119

Owner Phone: 972-748-6878 Owner Email: warrioracquisitionstx@outlook.com

**Property Information**

Property Address: 6800 Oak Crest Dr, Kennedale, TX 76140

Property Legal Description: Lot 26, Block 1

Present Use of Property: Vacant

Present Zoning of Property: R3

Desired Zoning of Property: TH

**Applicant Agreement**

*By signing below, I acknowledge that I have read and completed all applicable requirements. I understand that if I have submitted an incomplete application or false/inaccurate information, my application may be rejected and any fees may not be refunded.*

Signature of Applicant:  Date: 08/06/2021



| For Office Use Only                               |                               |                             |
|---------------------------------------------------|-------------------------------|-----------------------------|
| <b>Completeness Check</b>                         |                               |                             |
| Application form completely filled and signed?    | <input type="checkbox"/> Yes  | <input type="checkbox"/> No |
| Attached site plan?                               | <input type="checkbox"/> Yes  | <input type="checkbox"/> No |
| Attached legal description of property?           | <input type="checkbox"/> Yes  | <input type="checkbox"/> No |
| Fee paid?                                         | <input type="checkbox"/> Yes  | <input type="checkbox"/> No |
| <b>Sign</b> _____                                 | <b>Date</b> _____             |                             |
| <b>Preliminary Planning and Zoning Review</b>     |                               |                             |
| <b>Current zoning:</b> _____                      | <b>Proposed zoning:</b> _____ |                             |
| Required attachments are complete and correct?    | <input type="checkbox"/> Yes  | <input type="checkbox"/> No |
| Is proposed use permitted under requested zoning? | <input type="checkbox"/> Yes  | <input type="checkbox"/> No |
| <b>Sign</b> _____                                 | <b>Date</b> _____             |                             |



**KENNEDALE**  
Planning Department  
www.cityofkennedale.com

CITY OF KENNEDALE  
PLANNING & ZONING

OWNER AFFIDAVIT (Only required if applicant is applying on behalf of the owner)

Case # PZ \_\_\_\_\_

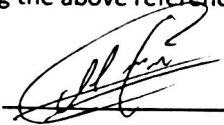
Property Address: 6800 Oakcrest Dr W

Legal Description: Lot 26, Block 1

Applicant: FC Designs - Federico Canoura

Type of PZ request: Zoning Change

I, Warrior Acquisitions / Michael Guerrero, current owner of above mentioned property, authorize the applicant or his authorized representative to make application for the Kennedale Planning & Zoning Commission to consider granting the above reference request on my behalf and to appear before the Commission.

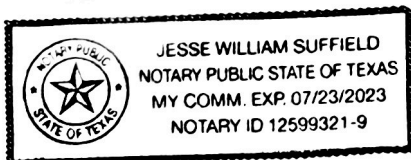
Owner Signature: 

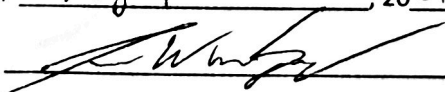
Date: 8/6/21

\*\*\*\*\*

SWORN TO and Subscribed before me by Michael Guerrero

ON THIS 6<sup>th</sup> DAY OF August, 2021



  
Notary Public, Tarrant County, Texas

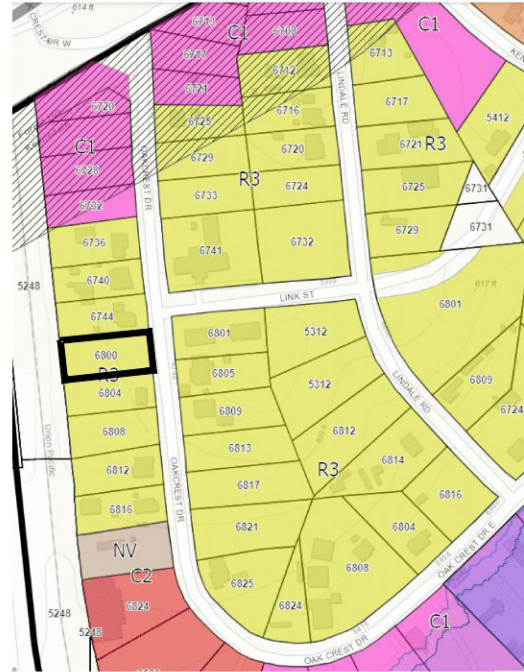
### VICINITY MAP - AERIAL VIEW



(PICTURE BY GOOGLE MAPS)



### VICINITY MAP - ZONING



(PICTURE BY THE CITY OF KENNEDALE, TX - ZONING MAP)



### STREET VIEW



(PICTURE BY GOOGLE MAPS)

### GENERAL NOTES

LOT OWNER: WARRIOR ACQUISITIONS, LLC  
 LOT ADDRESS: 6800 OAK CREST DR, KENNEDALE, TX 76140  
 LOT SIZE: 15,160.0 SF  
 CURRENT ZONING: R3  
 EXISTING CONDITION: LOT IS EMPTY  
 EXISTING SERVICES: ELECTRICITY, 8" WATER LINE, 8" SEWER LINE



FEDERICO CANOURA  
 FCANOURA@FCD-DESIGNS.NET  
 (860) 407-5770

CLIENT  
 WARRIOR  
 ACQUISITIONS, LLC

5361 GRENADA DR,  
 FORT WORTH, TX 76119

PROJECT  
 TOWNHOME  
 CONCEPT

6800 OAK CREST DR,  
 KENNEDALE, TX 76140

SHEET TITLE:

COVER  
 SHEET

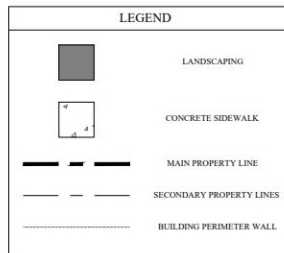
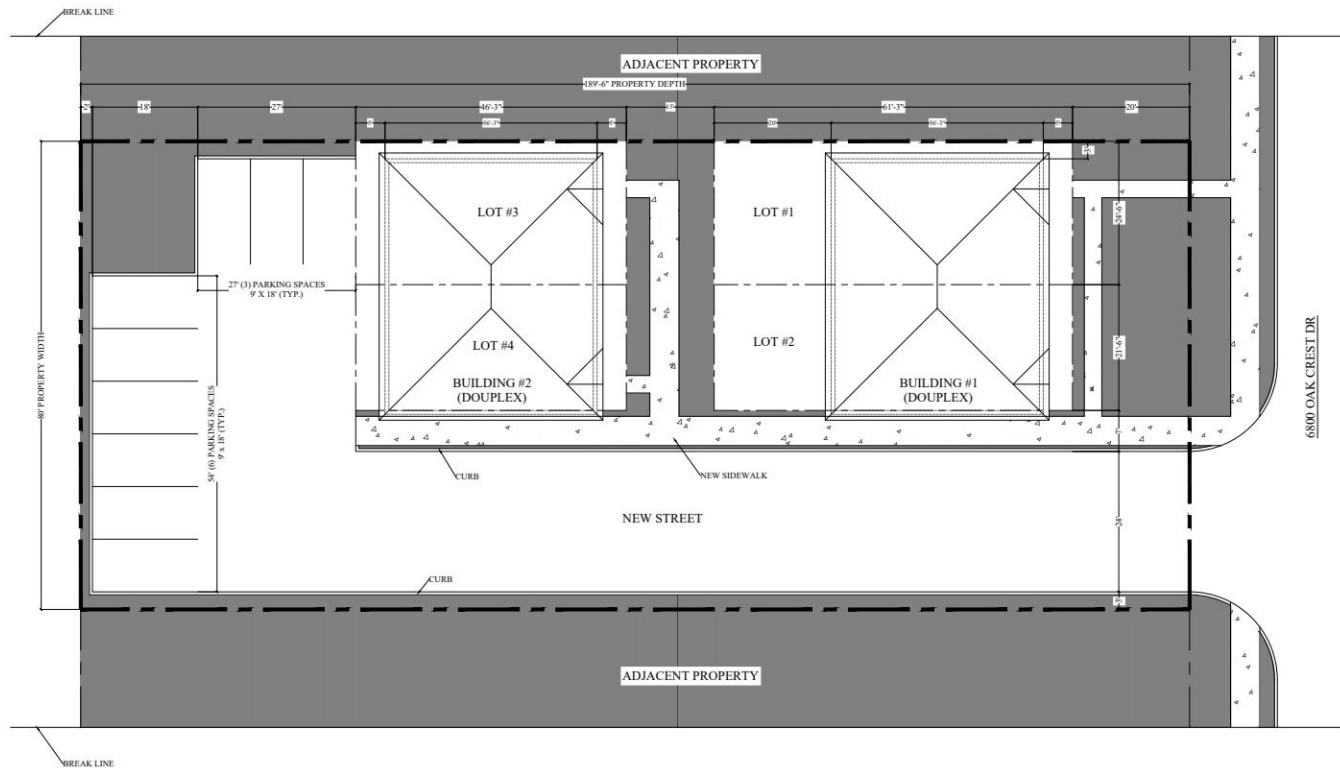
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DRAWN BY: F. CANOURA  
 CHECKED BY:  
 DATE: 08-06-21  
 SCALE: AS NOTED

CS1.0

01 OF 04





**DESIGN**

PROPOSED ZONING CHANGE: TH

OWNER'S INTENT: IS THE INTENT OF THE OWNER TO CHANGE THE LOT'S CURRENT ZONING OF R3 TO TH.

DESIGN APPROACH: THE CONCEPT ABOVE HAS BEEN DESIGN AS PER TOWNHOME ORDINANCE 0799 OF THE CITY OF KENNEDALE, TX.

COMMENTS: IS THE INTENT OF THE OWNER TO CHANGE THE ZONING TO "TH" IN AN EFFORT TO LATER RE-PLAN THE LOT INTO 4 DIFFERENT LOTS. BUILD TWO BUILDINGS WITH TWO UNITS EACH (DOUPLEXES) TO LATER SELL EACH UNIT IN THEIR RESPECTIVE LOTS INDIVIDUALLY. EACH UNITS IS APPROXIMATELY 1,500 SF OF A/C SPACE (4 BEDROOMS, 3 BATHS). A NEW DRIVEWAY WILL LEAD RESIDENTS TO A PARKING LOT AREA IN THE BACK OF THE LOT.



# CONCEPT SITE PLAN

SCALE: 1/8" = 1'-0"



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CLIENT  
**WARRIOR ACQUISITIONS, LLC**  
5361 GRENADA DR.  
FORT WORTH, TX 76119

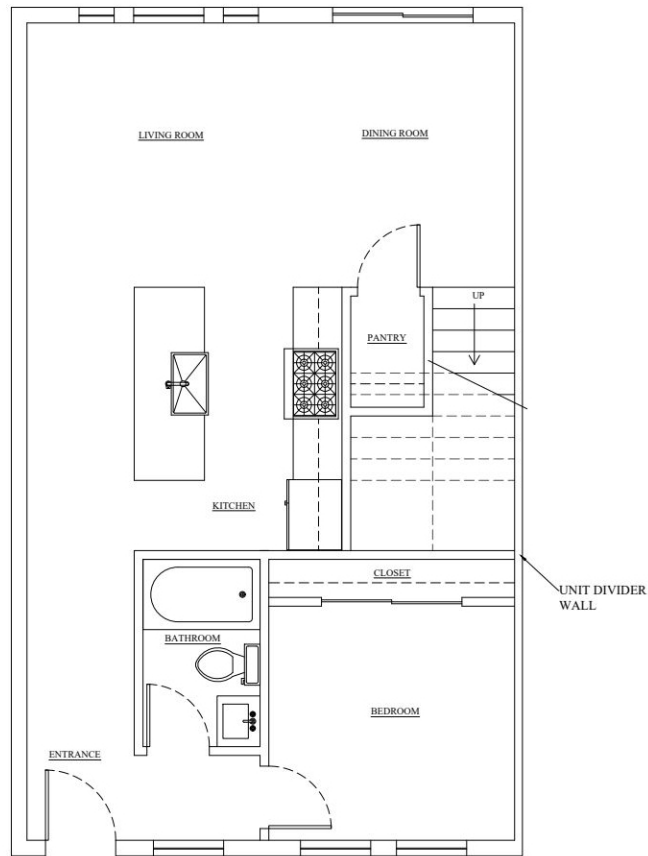
PROJECT  
**TOWNHOME CONCEPT**  
6800 OAK CREST DR,  
KENNEDALE, TX 76140

SHEET TITLE:  
**CONCEPT SITE PLAN**

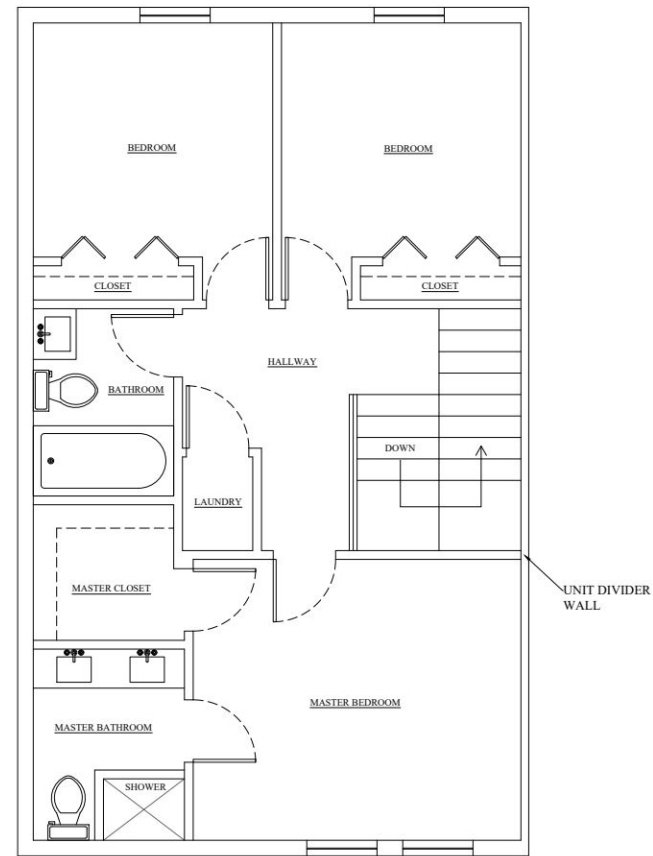
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DRAWN BY: F. CANOURA  
CHECKED BY:  
DATE: 08-06-21  
SCALE: AS NOTED

**A1.0**  
02 OF 04



01 FIRST FLOOR



02 SECOND FLOOR

## CONCEPT FLOOR PLANS

SCALE: 1/2" = 1'-0"



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CLIENT  
WARRIOR  
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5361 GRENADA DR.  
FORT WORTH, TX 76119

TOWNHOME  
CONCEPT

6800 OAK CREST DR.  
KENNEDALE, TX 76140

PROJECT

SHEET TITLE:  
FLOOR PLANS

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DRAWN BY: F. CANOURA  
CHECKED BY:  
DATE: 08-06-21  
SCALE: AS NOTED

A3.0

03 OF 04



FEDERICO CANOURA  
FCANOURA@FCD-DESIGNS.NET  
(862) 407-5770

CLIENT  
WARRIOR  
ACQUISITIONS, LLC

5361 GRENADA DR.  
FORT WORTH, TX 76119

PROJECT  
TOWNHOME  
CONCEPT

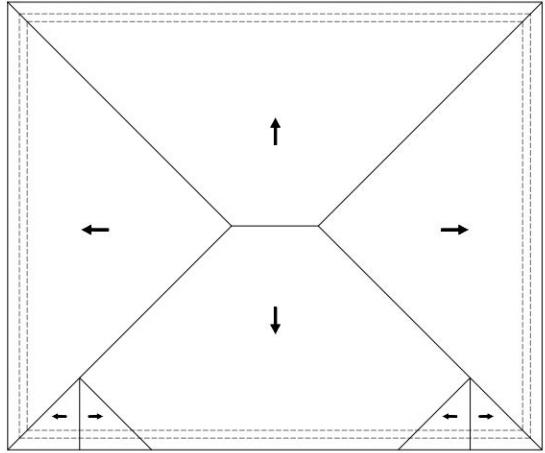
6800 OAK CREST DR,  
KENNEDALE, TX 76140

SHEET TITLE:  
ROOF PLAN  
AND FACADE

| NO. | REVISION/ISSUED | DATE     |
|-----|-----------------|----------|
| 1   | ZONING CHANGE   | 08/06/21 |
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DRAWN BY: F. CANOURA  
CHECKED BY:  
DATE: 08-06-21  
SCALE: AS NOTED

A3.0



01 ROOF PLAN



02 FACADE

CONCEPT ROOF PLAN AND FACADE OF DUPLEX

SCALE: 1/4" = 1'-0"



7509 PENNRIDGE CIRCLE  
ROWLETT, TX 75088

# SURVEY PLAT



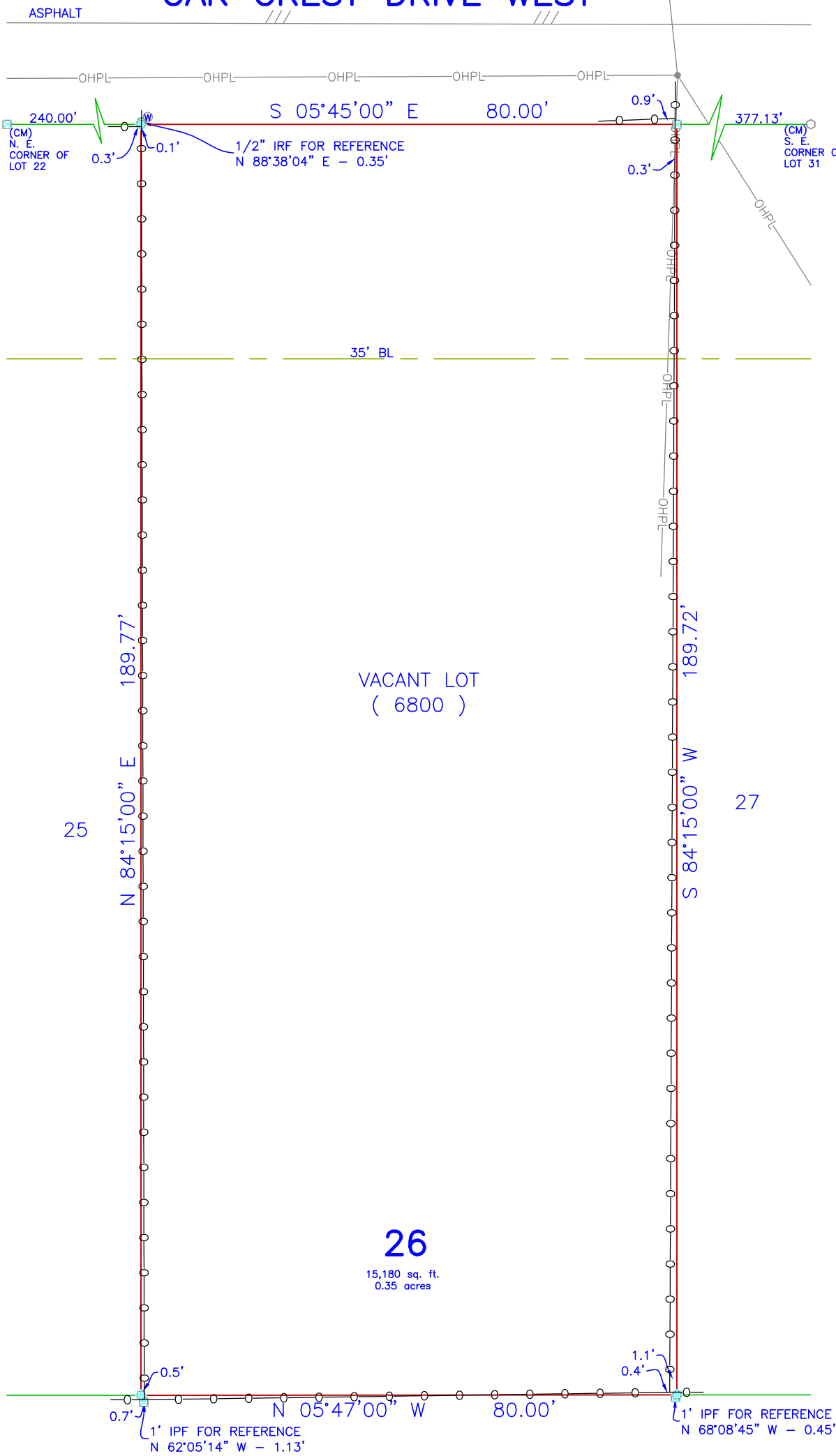
FIRM REGISTRATION NO. 10194366

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 6800 OAK CREST DRIVE WEST, in the city of KENNEDALE Texas.

BEING LOT 26, BLOCK 1, OAK CREST ADDITION, SITUATED IN THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, AS SHOWN BY A DEED OF RECORD IN VOLUME 4994, PAGE 924, OF THE DEED RECORDS, TARRANT COUNTY, TEXAS.

## OAK CREST DRIVE WEST



H. & T.C. TY. CO.

CM'S SHOWN HEREON ARE BASIS FOR DIRECTIONAL CONTROL. THIS CERTIFICATION DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE TITLE SEARCH AND OR EXAMINATION MIGHT DISCLOSE.

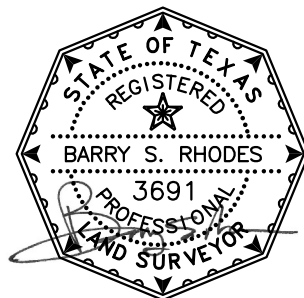
The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat: the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, or visible and apparent easements. TITLE AND ABSTRACTING WORK FURNISHED BY WARRIOR ACQUISITIONS, LLC.

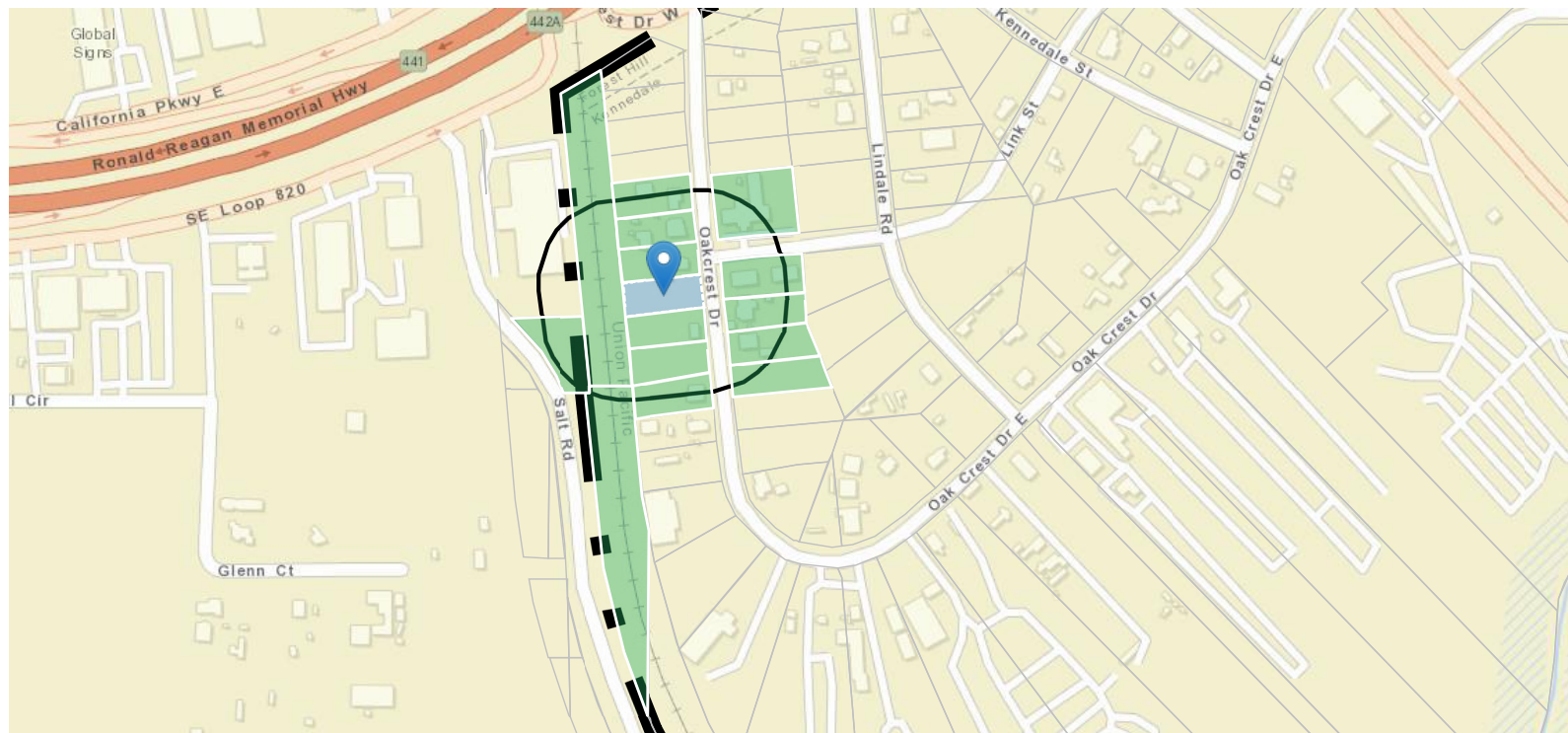
THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale: 1" = 20'  
Date: 05/10/2021  
G. F. No.: N/A  
Job no.: 202104411  
Drawn by: JSR

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR WARRIOR ACQUISITIONS, LLC.

| LEGEND                            |                  |
|-----------------------------------|------------------|
| WOOD FENCE                        | TEXT             |
| CHAIN LINK                        | IMPROVEMENTS     |
| IRON FENCE                        | BOUNDARY LINE    |
| WIRE FENCE                        | EASEMENT SETBACK |
|                                   | RESIDENCE        |
| CM - CONTROLLING MONUMENT         |                  |
| MRD - MONUMENTS OF RECORD DIGNITY |                  |
| 1/2" IRON ROD FOUND               |                  |
| 1/2" YELLOW-CAPPED IRON ROD SET   |                  |
| 1" IRON PIPE FOUND                |                  |
| FOUND 'X'                         |                  |
| 2" IRON PIPE FOUND                |                  |
| POINT FOR CORNER                  |                  |
| C - CABLE                         | E - ELECTRIC     |
| CL - CLEAN OUT                    | PE - POOL EQUIP  |
| G - GAS METER                     | P - POWER POLE   |
| F - FIRE HYDRANT                  | T - TELEPHONE    |
| L - LIGHT POLE                    | W - WATER METER  |
| M - MANHOLE                       | V - WATER VALVE  |
| ( UNLESS OTHERWISE NOTED )        |                  |





### **Parcel Information**

6800 OAK CREST DR W

30390-1-26

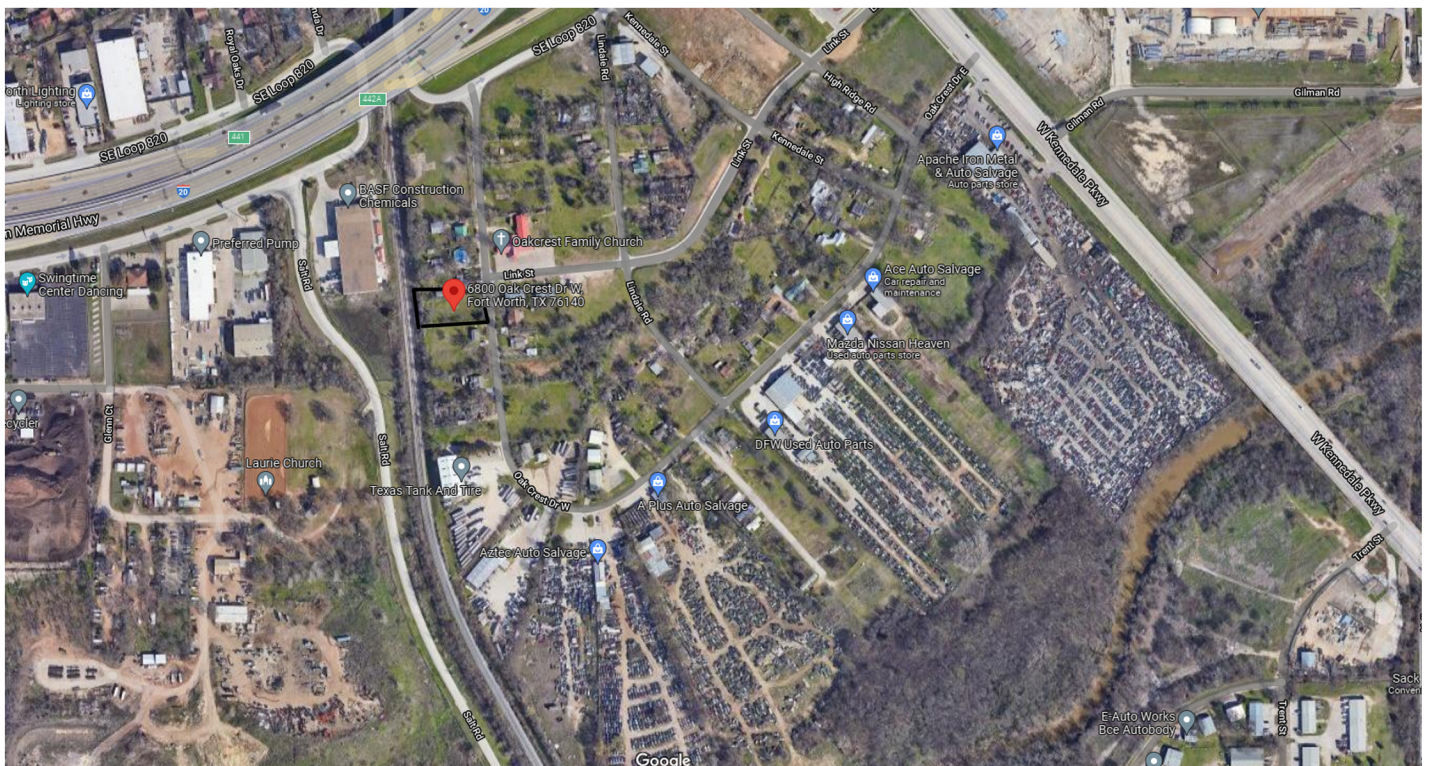
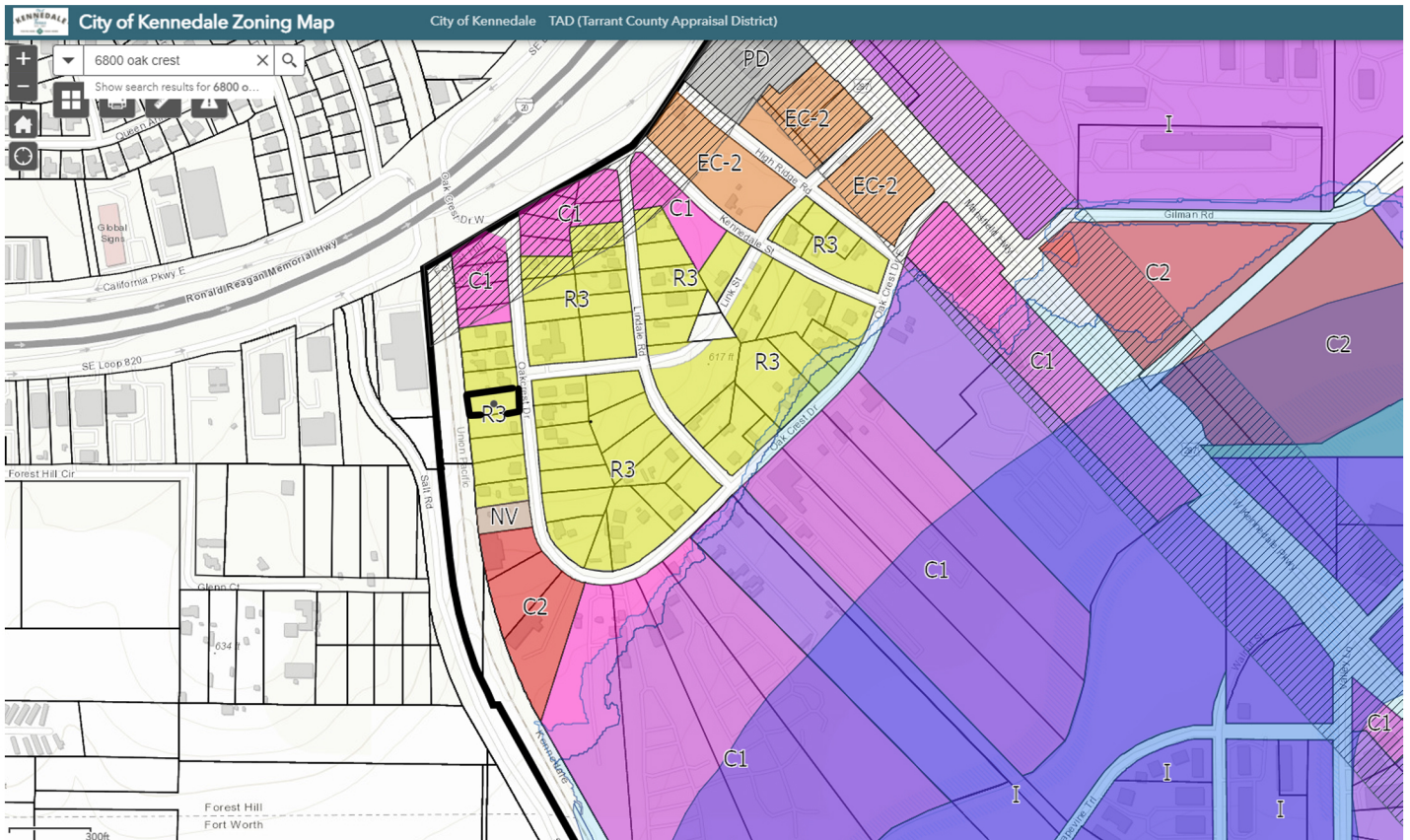






# CASE #PZ 21-15

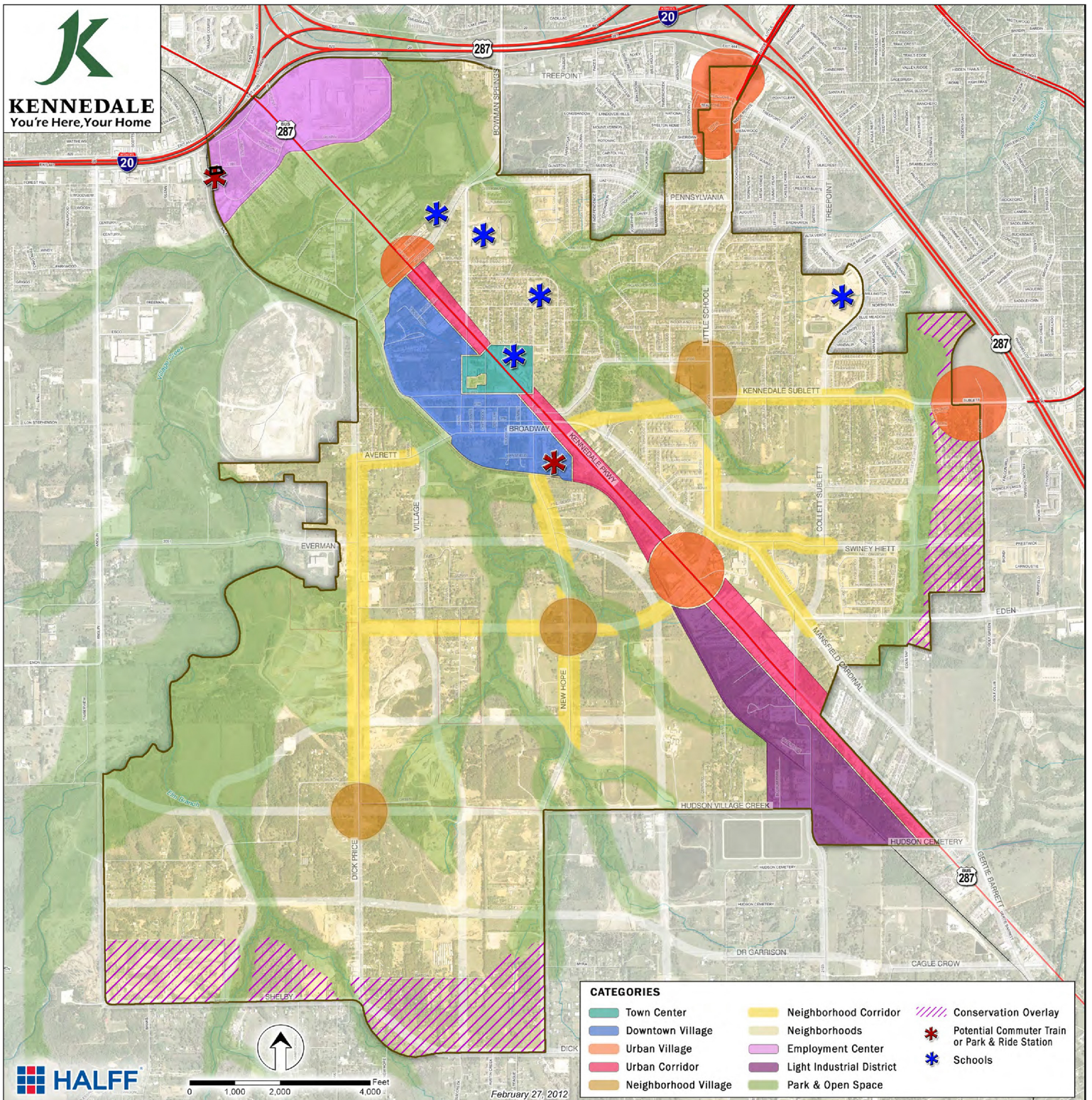
## 6800 OAK CREST DRIVE W







**KENNEDALE**  
You're Here. Your Home







## STAFF REPORT TO THE BOARD OF DIRECTORS

**Date:** October 14, 2021

**Agenda Item No:** DECISION ITEMS - 5.

### I. Subject:

**CASE #PZ 21-16** — Conduct a public hearing and consider a request by FC Designs for a rezoning from R3 Single-Family Residential to TH Townhome District for approximately 0.35-acre located at 6808 Oak Crest Drive W, Oak Crest Addition, Block 1, Lots 28, City of Kennedale, Tarrant County, Texas

### II. Originated by:

Chance LeBlanc, Planning Consultant with Dunaway

### III. Summary:

#### BACKGROUND AND OVERVIEW

|                                         |                                                   |
|-----------------------------------------|---------------------------------------------------|
| <b>Request</b>                          | R3 Single-Family District to TH Townhome District |
| <b>Applicant</b>                        | FC Designs (Federico Canoura)                     |
| <b>Location</b>                         | 6808 Oak Crest Drive W                            |
| <b>Surrounding Uses</b>                 | Single-Family Residential                         |
| <b>Surrounding Zoning</b>               | R3                                                |
| <b>Future Land Use Plan Designation</b> | Industrial and Future Transit Station             |
| <b>Staff Recommendation</b>             | Approve                                           |

#### CURRENT STATUS OF PROPERTY

The property is a 0.35-acre vacant lot situated in the Oak Crest Neighborhood.

#### SURROUNDING PROPERTIES & NEIGHBORHOOD

This property is located Southwest of the intersection at Oak Crest Drive W and Link Street. Oak Crest Drive W is characterized by a combination of single-family homes, some vacant lots, and industrial uses. The lot across the street is an existing single-family home built in the 1950's. The West portion of the property abuts the Union Pacific Railroad.

#### STAFF REVIEW

##### Future Land Use Plan

The Future Land Use Plan indicates this property as Industrial and Future Transit Station.

##### Related Goals from the Comprehensive Land Use Plan

The comprehensive plan goal related to this rezoning request falls under:

- **PRINCIPLE 1: CONNECTED CITY, SUPPORTING A WALKABLE BUILT ENVIRONMENT.**  
As land development creates the demand to travel, ensure that it reduces the need to drive by provide ample direct connections for pedestrians, bicycles, and transit.
- **PRINCIPLE 2: ECONOMIC PROSPERITY. PROMOTE ACCESS TO HOUSING.**  
Providing housing options for people of varying financial means and residential preferences.  
Provide the regulatory framework and developer support to provide quality housing for residents.



Create job opportunities in Kennedale that help stabilize the local tax base and allow residents to work close to home.

#### City Council Ends Statements and Goals

- Well-planned community based on principles of a connected city, economic prosperity, and a thriving community.

#### **SUMMARY**

The property has been vacant for many years. The owner of the property has expressed an intent to develop two townhomes with two units each on the vacant lot. The property will be accessed by a private drive from Oak Street Drive. The development will require a replat to vacate the existing 35' building setback per the existing survey. The development will be required to meet standards for TH zoning. Parking for the residents will be surface parking located in the rear of the property, along the west and north property lines.

The infill development for townhouses is consistent with the surrounding existing residential land use and the proposed zoning is compatible. This development would provide quality housing for the residents of Kennedale.

The 2012 Comprehensive Plan designates the subject property as Industrial with Future Transit Station. The request to rezone to "TH" is a deviation from the Future Land Use Map.

The future transit station is an opportunity to encourage transit supportive land use patterns at these stops, such as locating higher intensity residential units within walking distance.

#### **IV. Notification:**

#### **V. Fiscal Impact Summary:**

#### **VI. Legal Impact:**

#### **VII. Recommendation:**

Approve

#### **VIII. Alternative Actions:**

Based on the above analysis, staff recommends approval.

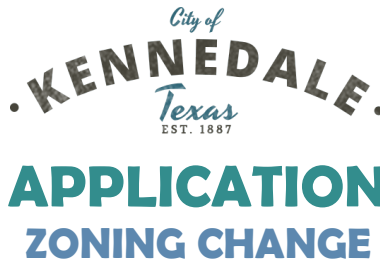
#### **ACTION BY THE COMMISSION:**

- **Approval:** Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for rezoning.
- **Deny:** Based on the information presented, I find that the proposed use does not meet (list

standards or requirements not met) and make a motion to deny the request

**IX. Attachments:**

|    |                                                     |                                                         |
|----|-----------------------------------------------------|---------------------------------------------------------|
| 1. | 6808 Oak Crest Dr - Zoning Application              | 6808 Oak Crest Dr - Zoning Application.pdf              |
| 2. | 6808 Owner Affidavit                                | 6808 Owner Affidavit.pdf                                |
| 3. | 6808 Oak Crest Dr- Zoning Change Concept - 08-06-21 | 6808 Oak Crest Dr- Zoning Change Concept - 08-06-21.pdf |
| 4. | Abutter - GIS 6808 Oak Crest Drive W                | Abutter - GIS 6808 Oak Crest Drive W.pdf                |
| 5. | 6808 Oak Crest Dr - Survey Plat                     | 6808 Oak Crest Dr - Survey Plat.pdf                     |
| 6. | FLUP -6808                                          | FLUP -6808.pdf                                          |
| 7. | 6808- Surrounding Uses                              | 6808- Surrounding Uses.pdf                              |



Permit Number

**Requirements**

Please review the following requirements. Your application **will not be accepted** if any of the below items are missing or incomplete.

- ☐ Legal description of property identified by metes and bounds as determined by a registered surveyor
- ☐ Map of the vicinity in which the property is located, and on which the property to be re-zoned is clearly identified by highlighter or by heavy lines
- ☐ Payment of rezoning fee: \$500.00 for properties less than 10 acres and \$1,500.00 for 10 or more acres
- ☐ All materials and application must be received by Planning Department at least 35 days prior to the scheduled Planning and Zoning Commission meeting date

**Applicant Information**

Applicant Name: FC Designs - Federico Canoura

Applicant Title: Owner

Applicant Address: 390 E Oakenwald #134, Dallas, TX 75203

Applicant Phone: 682-407-5770 Applicant Email: fcanoura@fc-designs.net

**Owner Information** (If applicant is not the owner, an affidavit must be submitted by owner)

Owner Name: Warrior Acquisitions, LLC

Owner Address: 5361 Grenada Dr, Fort Worth, TX 76119

Owner Phone: 972-748-6878 Owner Email: warrioracquisitionstx@outlook.com

**Property Information**

Property Address: 6808 Oak Crest Dr, Kennedale, TX 76140

Property Legal Description: Lot 28, Block 1

Present Use of Property: Vacant

Present Zoning of Property: R3

Desired Zoning of Property: TH

**Applicant Agreement**

*By signing below, I acknowledge that I have read and completed all applicable requirements. I understand that if I have submitted an incomplete application or false/inaccurate information, my application may be rejected and any fees may not be refunded.*

Signature of Applicant:  Date: 08/06/2021



| For Office Use Only                               |                               |                             |
|---------------------------------------------------|-------------------------------|-----------------------------|
| <b>Completeness Check</b>                         |                               |                             |
| Application form completely filled and signed?    | <input type="checkbox"/> Yes  | <input type="checkbox"/> No |
| Attached site plan?                               | <input type="checkbox"/> Yes  | <input type="checkbox"/> No |
| Attached legal description of property?           | <input type="checkbox"/> Yes  | <input type="checkbox"/> No |
| Fee paid?                                         | <input type="checkbox"/> Yes  | <input type="checkbox"/> No |
| <b>Sign</b> _____                                 | <b>Date</b> _____             |                             |
| <b>Preliminary Planning and Zoning Review</b>     |                               |                             |
| <b>Current zoning:</b> _____                      | <b>Proposed zoning:</b> _____ |                             |
| Required attachments are complete and correct?    | <input type="checkbox"/> Yes  | <input type="checkbox"/> No |
| Is proposed use permitted under requested zoning? | <input type="checkbox"/> Yes  | <input type="checkbox"/> No |
| <b>Sign</b> _____                                 | <b>Date</b> _____             |                             |

CITY OF KENNEDALE  
PLANNING & ZONING

OWNER AFFIDAVIT (Only required if applicant is applying on behalf of the owner)

Case # PZ \_\_\_\_\_

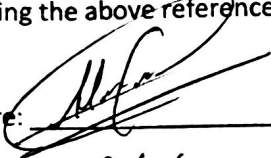
Property Address: 6808 Oakcrest Dr W

Legal Description: Lot 28, Block 1

Applicant: FC Designs - Federico Canova

Type of PZ request: Zoning Change

I, Warrior Acquisition / Michael Guerrero, current owner of above mentioned property, authorize the applicant or his authorized representative to make application for the Kennedale Planning & Zoning Commission to consider granting the above reference request on my behalf and to appear before the Commission.

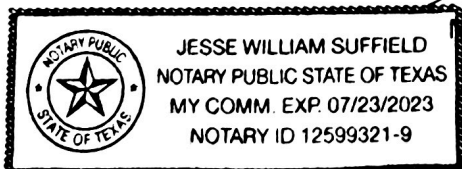
Owner Signature: 

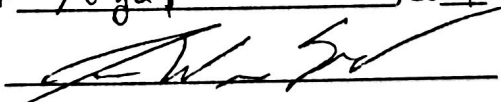
Date: 8/6/21

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SWORN TO and Subscribed before me by Michael Guerrero

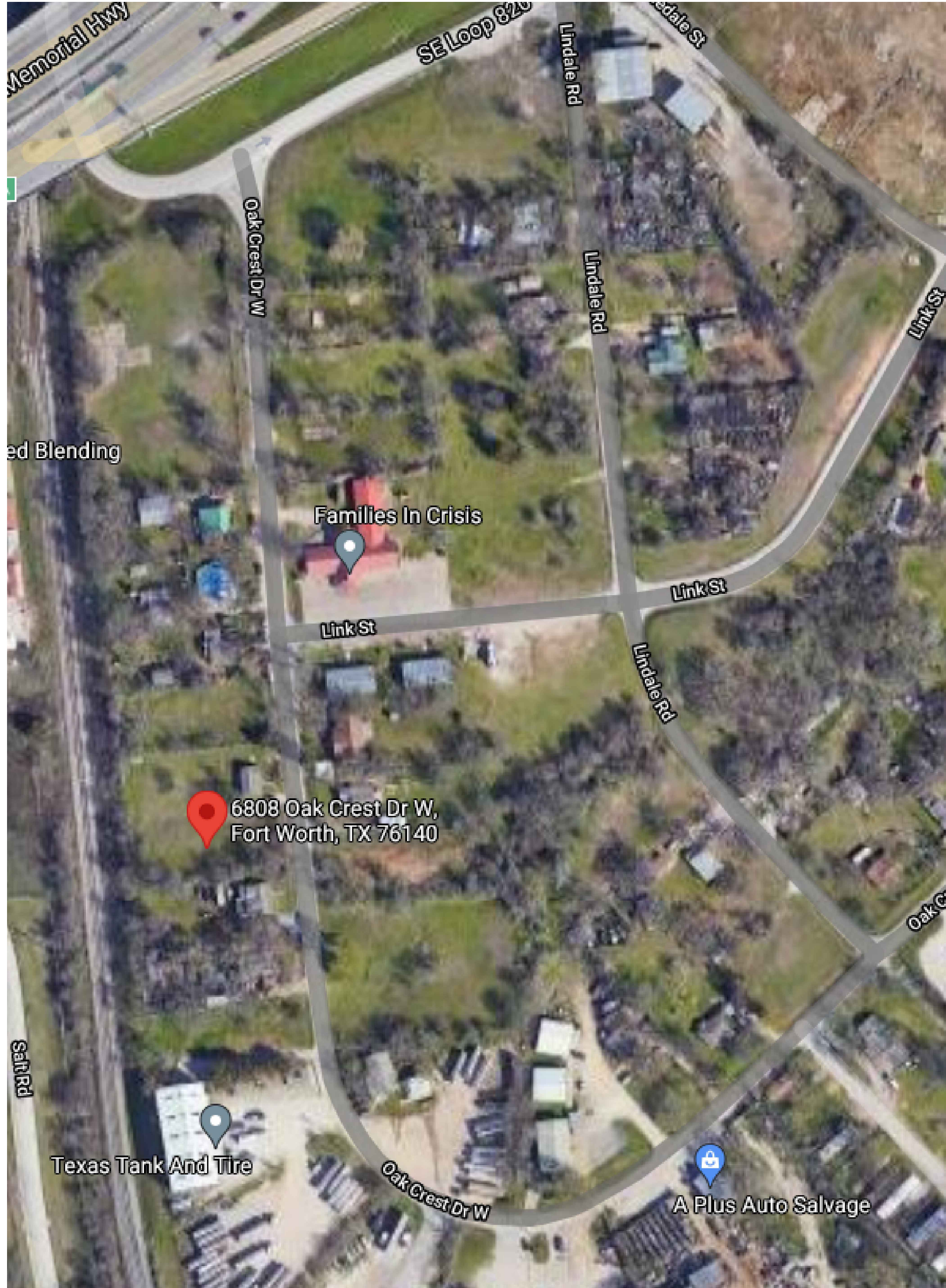
ON THIS 6<sup>th</sup> DAY OF August, 2021



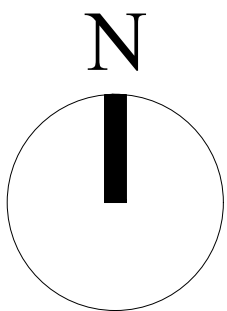
  
Notary Public, Tarrant County, Texas



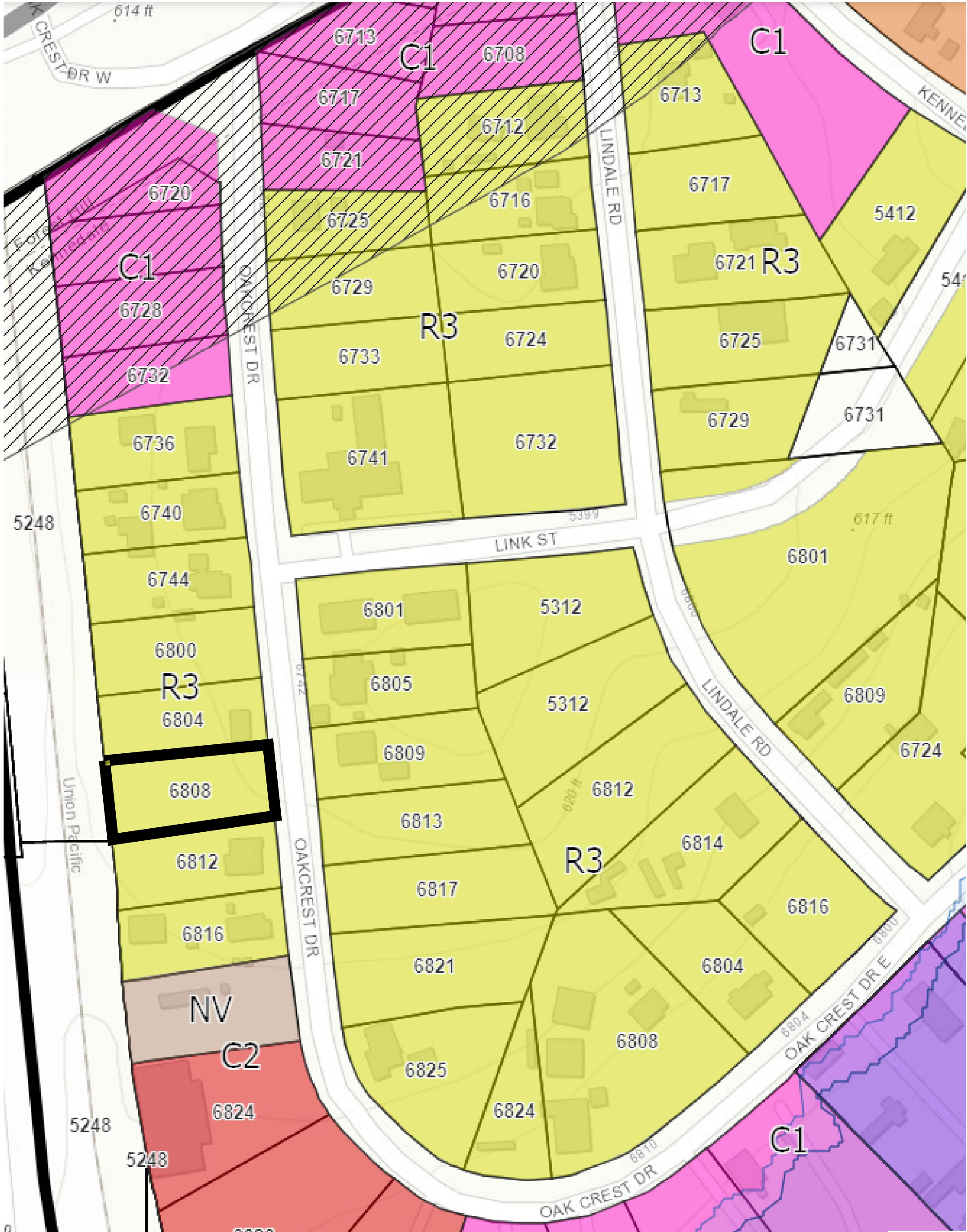
VICINITY MAP - AERIAL VIEW



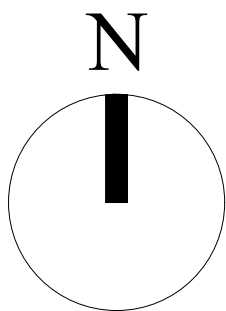
( PICTURE BY GOOGLE MAPS )



VICINITY MAP - ZONING



( PICTURE BY THE CITY OF KENNEDALE, TX - ZONING MAP )



STREET VIEW



( PICTURE BY GOOGLE MAPS )

GENERAL NOTES

LOT OWNER: WARRIOR ACQUISITIONS, LLC

LOT ADDRESS: 6808 OAK CREST DR, KENNEDALE, TX 76140

LOT SIZE: 15,160.0 SF

CURRENT ZONING: R3

EXISTING CONDITION: LOT IS EMPTY

EXISTING SERVICES: ELECTRICITY, 8" WATER LINE, 8" SEWER LINE

CLIENT:  
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ACQUISITIONS, LLC

5361 GRENADA DR,  
FORT WORTH, TX 76119

PROJECT:  
TOWNHOME  
CONCEPT

6808 OAK CREST DR,  
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SHEET TITLE:  
COVER  
SHEET

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DRAWN BY: F. CANOURA

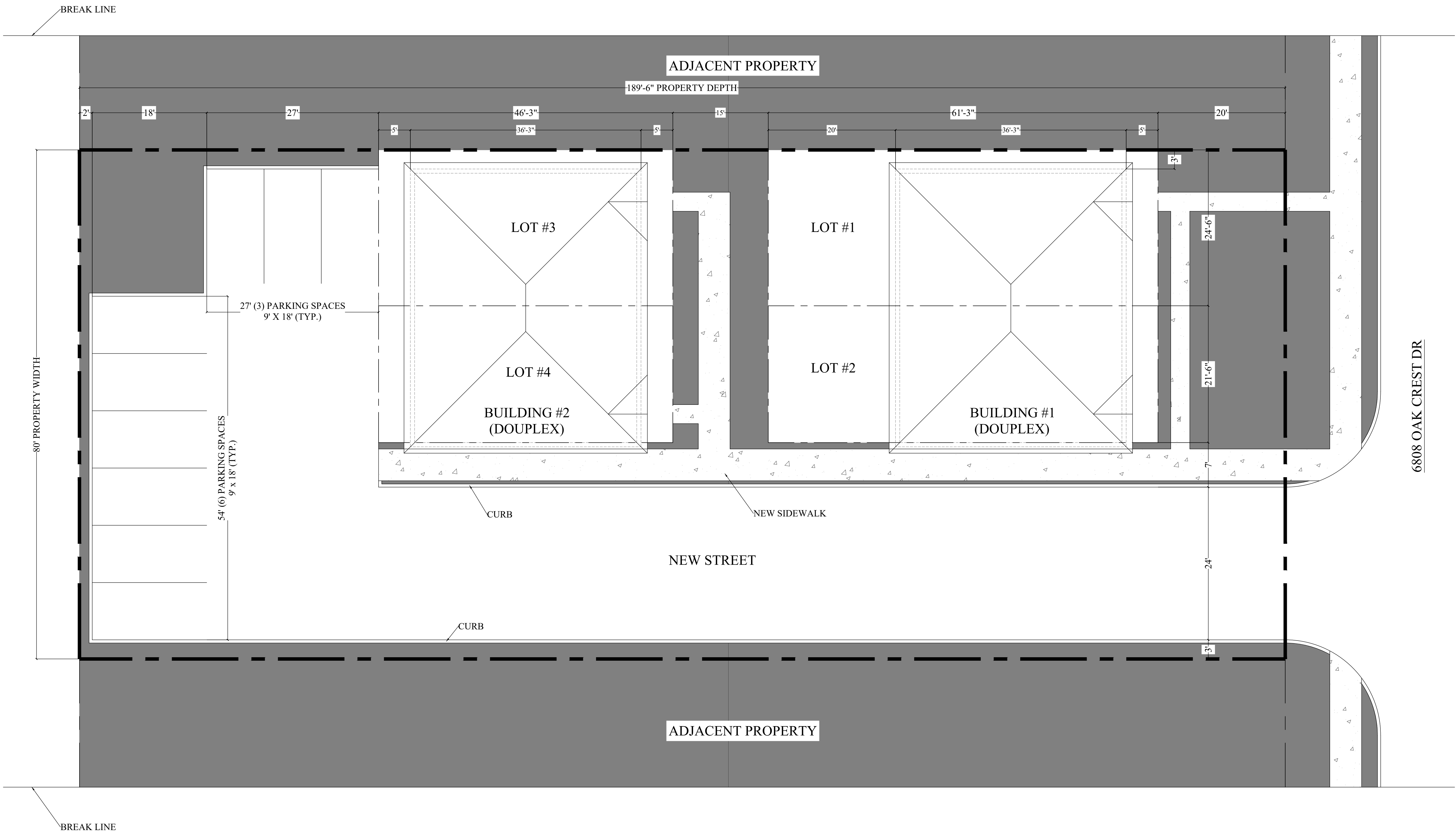
CHECKED BY:

DATE: 08-06-21

SCALE: AS NOTED

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| LEGEND |                          |
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|        | LANDSCAPING              |
|        | CONCRETE SIDEWALK        |
|        | MAIN PROPERTY LINE       |
|        | SECONDARY PROPERTY LINES |
|        | BUILDING PERIMETER WALL  |

| DESIGN                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROPOSED ZONING CHANGE: TH                                                                                                                                                                                                                                                                                                                                                                                 |
| OWNER'S INTENT: IS THE INTENT OF THE OWNER TO CHANGE THE LOT'S CURRENT ZONING OF R3 TO TH.                                                                                                                                                                                                                                                                                                                 |
| DESIGN APPROACH: THE CONCEPT ABOVE HAS BEEN DESIGN AS PER TOWNHOME ORDINANCE 0709 OF THE CITY OF KENNEDALE, TX.                                                                                                                                                                                                                                                                                            |
| COMMENTS: IS THE INTENT OF THE OWNER TO CHANGE THE ZONING TO " TH" IN AN EFFORT TO LATER RE PLAT THE LOT INTO 4 DIFFERENT LOTS, BUILD TWO BUILDINGS WITH TWO UNITS EACH (DUPLXES) TO LATER SELL EACH UNIT IN THEIR RESPECTIVE LOTS INDIVIDUALLY. EACH UNITS IS APPROXIMATELY 1,300 SF OF A/C SPACE (4 BEDROOMS, 3 BATHS), A NEW DRIVEWAY WILL LEAD RESIDENTS TO A PARKING LOT AREA IN THE BACK OF THE LOT. |

CONCEPT SITE PLAN

SCALE: 1/8" = 1'-0"

FCD

ARCHITECTURAL DRAFTING AND DESIGNS

FEDERICO CANOURA  
FCANOURA@FC-DESIGNS.NET  
(682) 407-5770

CLIENT:

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5361 GRENADA DR,  
FORT WORTH, TX 76119

PROJECT:

TOWNHOME CONCEPT

6808 OAK CREST DR,  
KENNEDALE, TX 76140

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DRAWN BY: F. CANOURA

CHECKED BY:

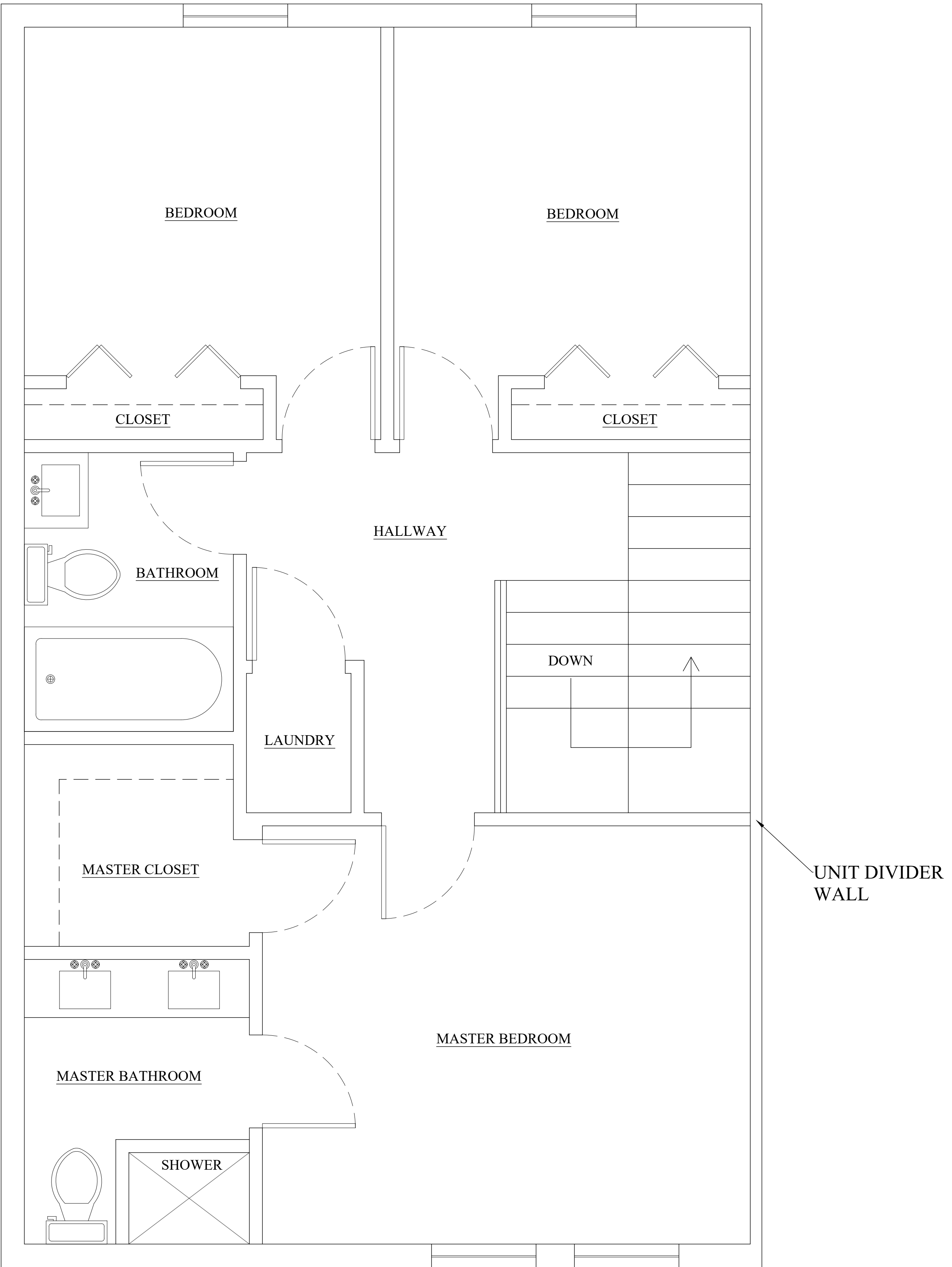
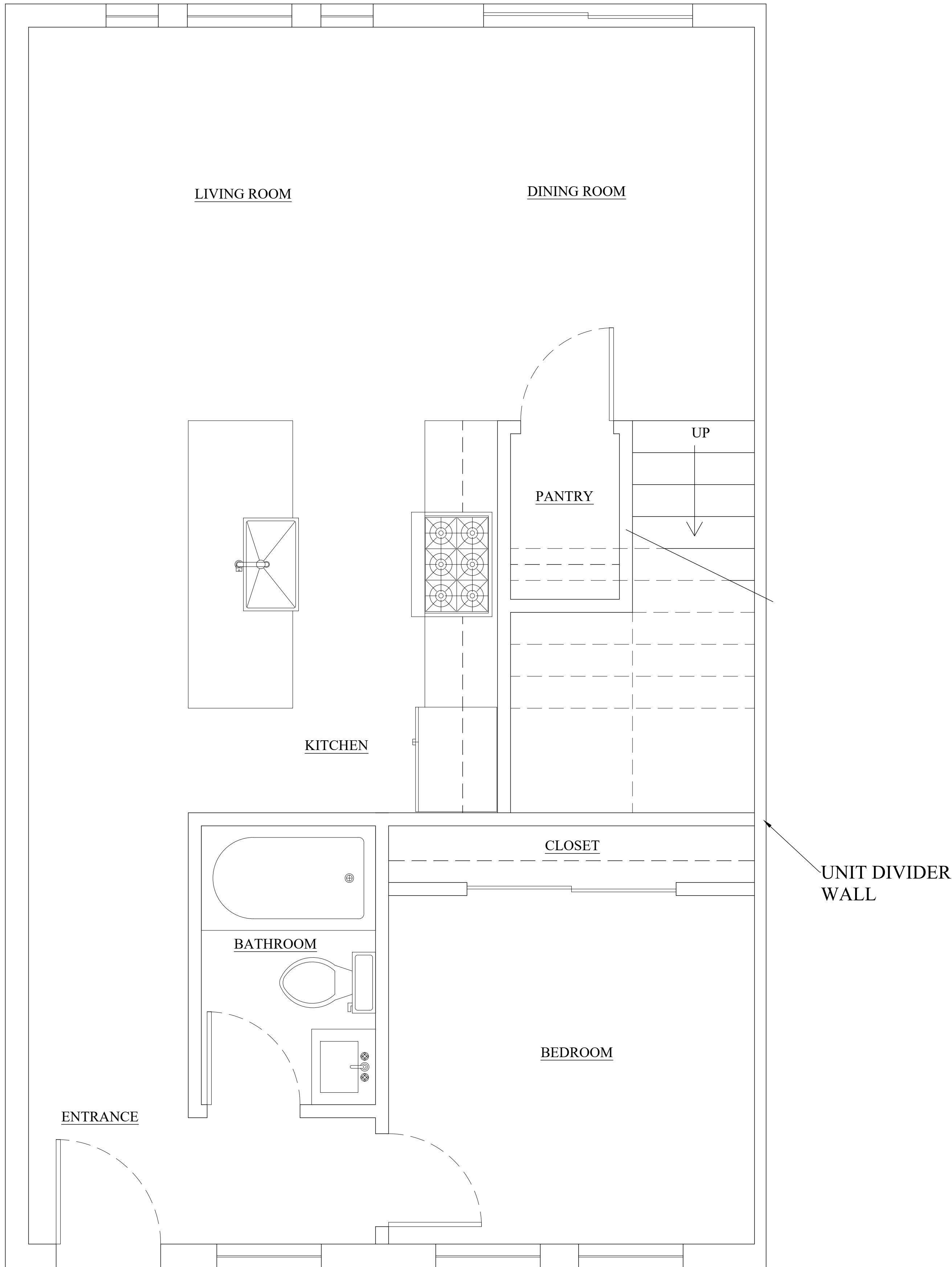
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SCALE: AS NOTED

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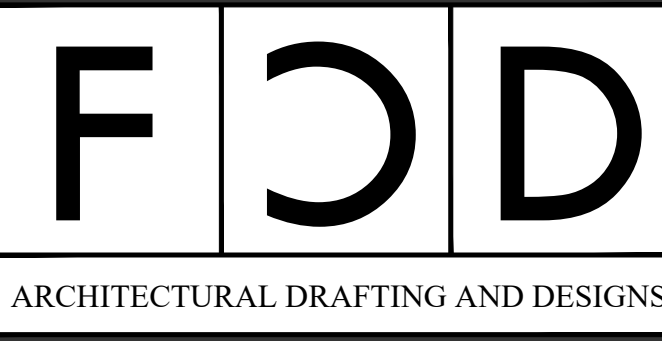
02 OF 04





CONCEPT FLOOR PLANS

SCALE: 1/2" = 1'-0"



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CLIENT: **WARRIOR ACQUISITIONS, LLC**  
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PROJECT: **TOWNHOME CONCEPT**  
6808 OAK CREST DR,  
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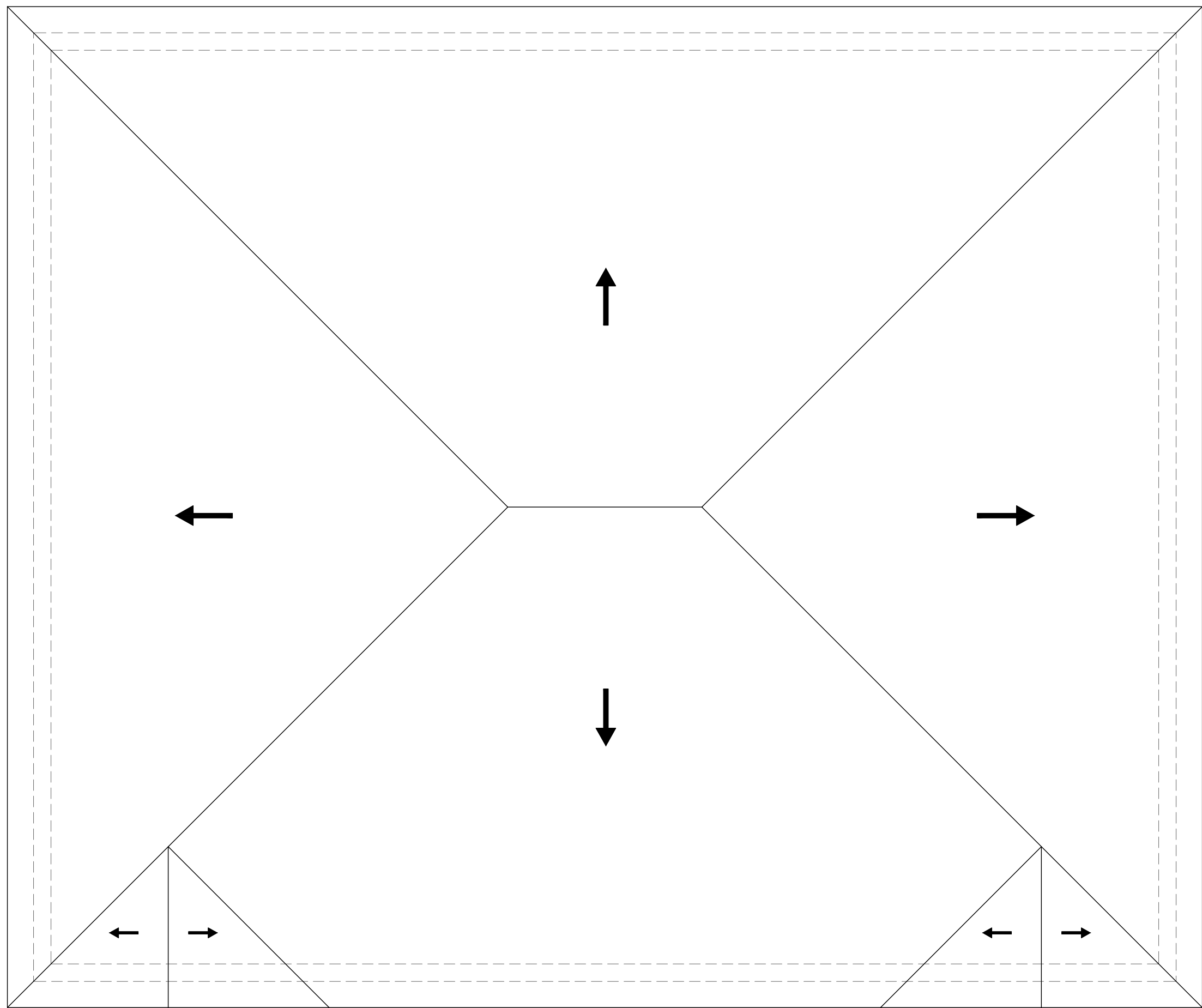
SHEET TITLE:  
**FLOOR PLANS**

| NO. | REVISION/ISSUED | DATE     |
|-----|-----------------|----------|
| 1   | ZONING CHANGE   | 08/06/21 |
|     |                 |          |
|     |                 |          |
|     |                 |          |
|     |                 |          |
|     |                 |          |
|     |                 |          |

DRAWN BY: F. CANOURA  
CHECKED BY:  
DATE: 08-06-21  
SCALE: AS NOTED

A3.0





01 ROOF PLAN



02 FACADE

CONCEPT ROOF PLAN AND FACADE OF DUPLEX

SCALE: 1/4" = 1'-0"

FCD

ARCHITECTURAL DRAFTING AND DESIGNS

FEDERICO CANOURA  
FCANOURA@FC-DESIGNS.NET  
(682) 407-5770

CLIENT:

WARRIOR  
ACQUISITIONS, LLC

5361 GRENADA DR,  
FORT WORTH, TX 76119

PROJECT:

TOWNHOME  
CONCEPT

6808 OAK CREST DR,  
KENNEDALE, TX 76140

SHEET TITLE:

ROOF PLAN  
AND FACADE

| NO. | REVISION/ISSUED | DATE     |
|-----|-----------------|----------|
| 1   | ZONING CHANGE   | 08/06/21 |
|     |                 |          |
|     |                 |          |
|     |                 |          |
|     |                 |          |
|     |                 |          |
|     |                 |          |

DRAWN BY: F. CANOURA

CHECKED BY:

DATE: 08-06-21

SCALE: AS NOTED

A3.0

04 OF 04





### **Parcel Information**

6808 OAK CREST DR W

30390-1-28



7509 PENNRIDGE CIRCLE  
ROWLETT, TX 75088

# SURVEY PLAT

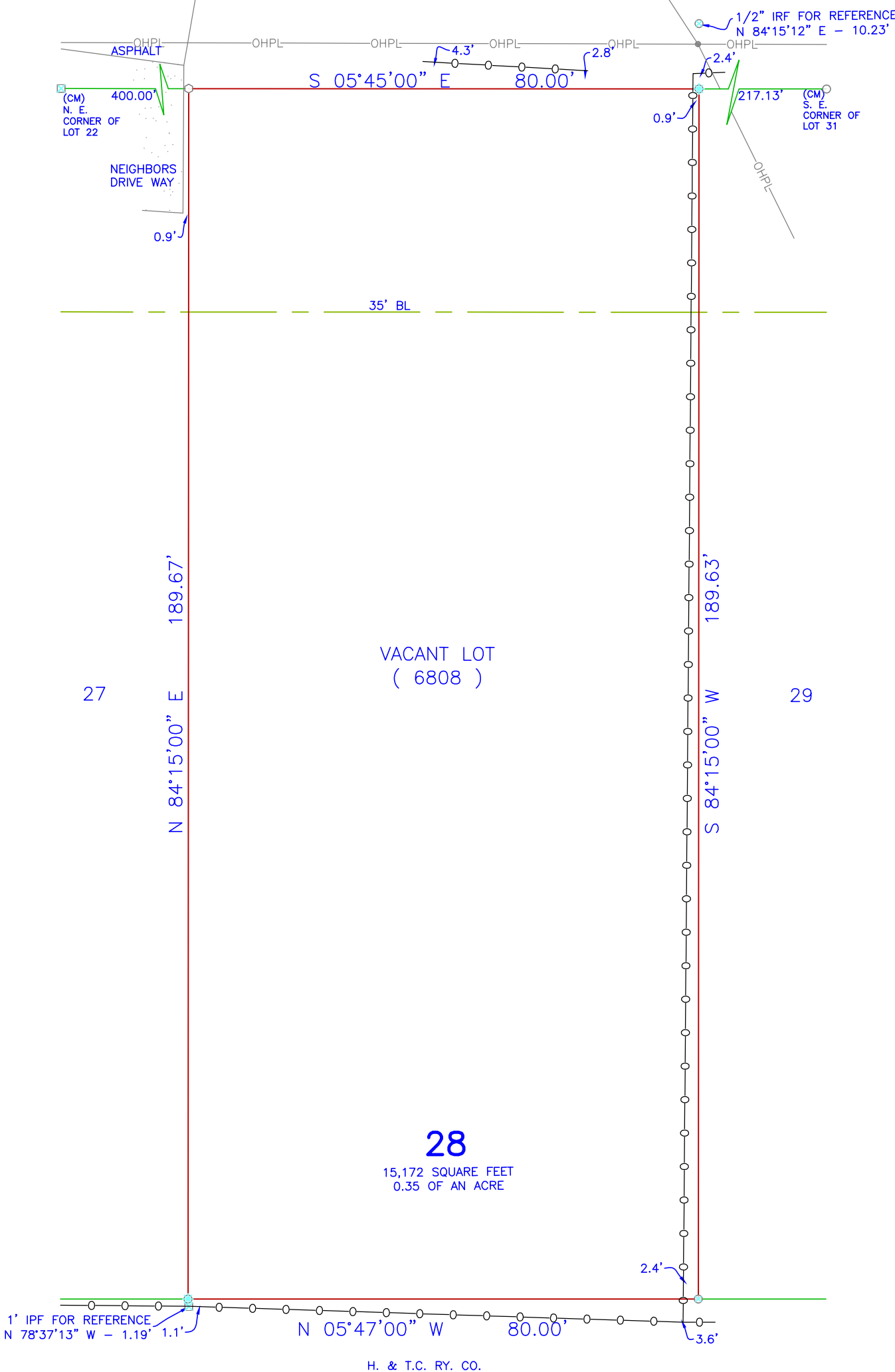


FIRM REGISTRATION NO. 10194366

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 6808 OAK CREST DRIVE WEST, in the city of FORT WORTH Texas.  
BEING 28, BLOCK 1, OAK CREST ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS,  
ACCORDING TO THE PLAT RECORDS IN VOLUME 388-C, PAGE 81, PLAT RECORDS OF TARRANT COUNTY, TEXAS.

## OAK CREST DRIVE WEST

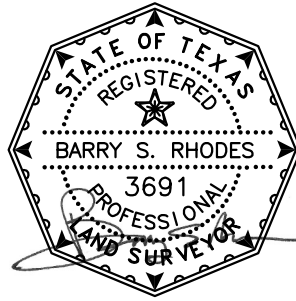


CM'S SHOWN HEREON ARE BASIS FOR DIRECTIONAL CONTROL. THIS CERTIFICATION DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE TITLE SEARCH AND OR EXAMINATION MIGHT DISCLOSE. The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat: the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, or visible and apparent easements. TITLE AND ABSTRACTING WORK FURNISHED BY WARRIOR ACQUISITIONS, LLC. THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale: 1" = 20'  
Date: 05/10/2021  
G. F. No.: N/A  
Job no.: 202104410  
Drawn by: JSR

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR WARRIOR ACQUISITIONS, LLC.

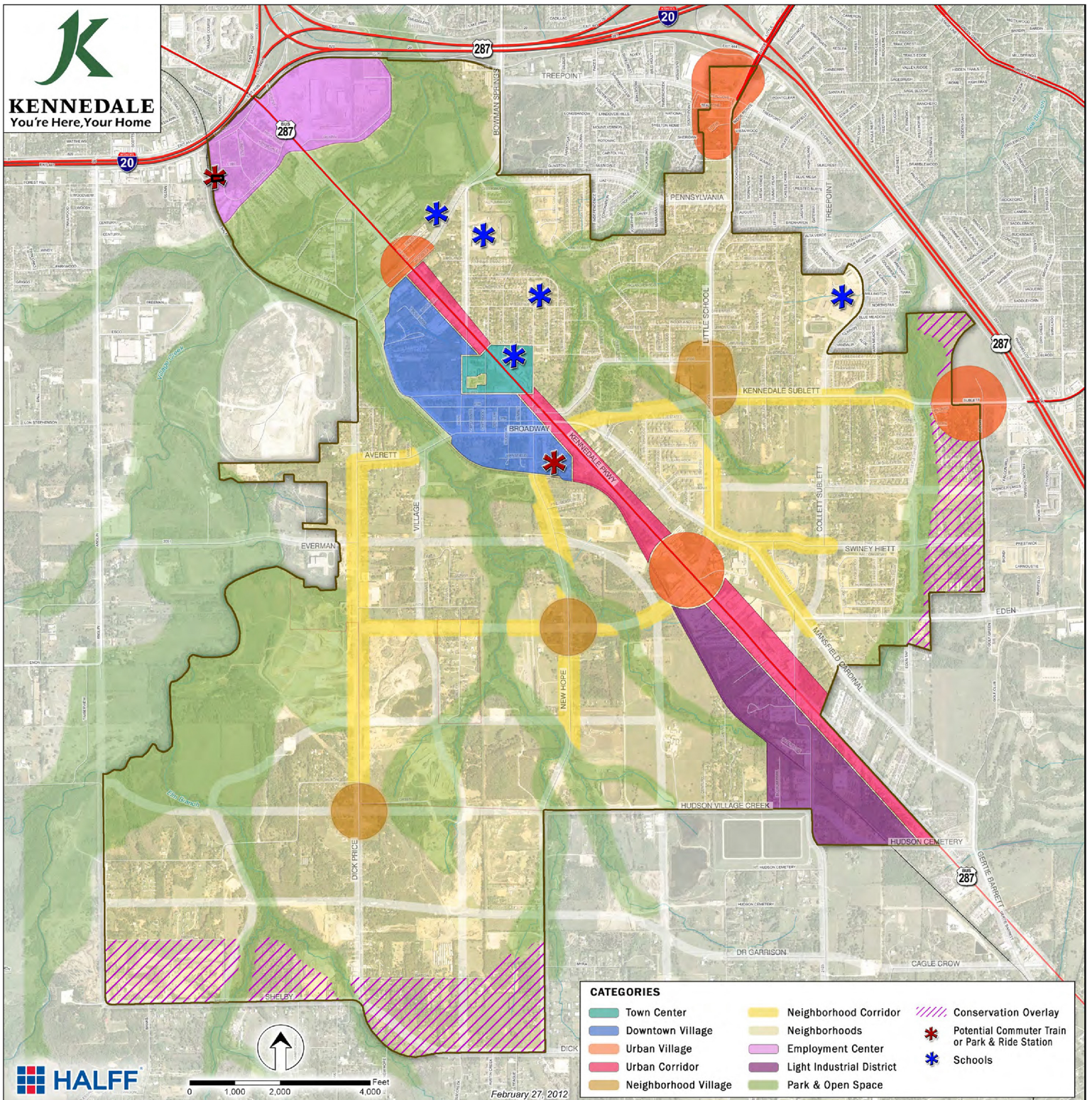
| LEGEND                            |                  |
|-----------------------------------|------------------|
| WOOD FENCE                        | TEXT             |
| CHAIN LINK                        | IMPROVEMENTS     |
| IRON FENCE                        | BOUNDARY LINE    |
| WIRE FENCE                        | EASEMENT SETBACK |
| CM - CONTROLLING MONUMENT         | RESIDENCE        |
| MRD - MONUMENTS OF RECORD DIGNITY |                  |
| 1' IRON PIPE FOUND                |                  |
| 1/2" YELLOW-CAPPED IRON ROD SET   |                  |
| 1/2" IRON PIPE FOUND              |                  |
| FOUND "X"                         |                  |
| 3/8" IRON ROD FOUND               |                  |
| POINT FOR CORNER                  |                  |
| CABLE                             | ELECTRIC         |
| CLEAN OUT                         | POOL EQUIP       |
| GAS METER                         | POWER POLE       |
| FIRE HYDRANT                      | TELEPHONE        |
| LIGHT POLE                        | WATER METER      |
| MANHOLE                           | WATER VALVE      |
| ( UNLESS OTHERWISE NOTED )        |                  |







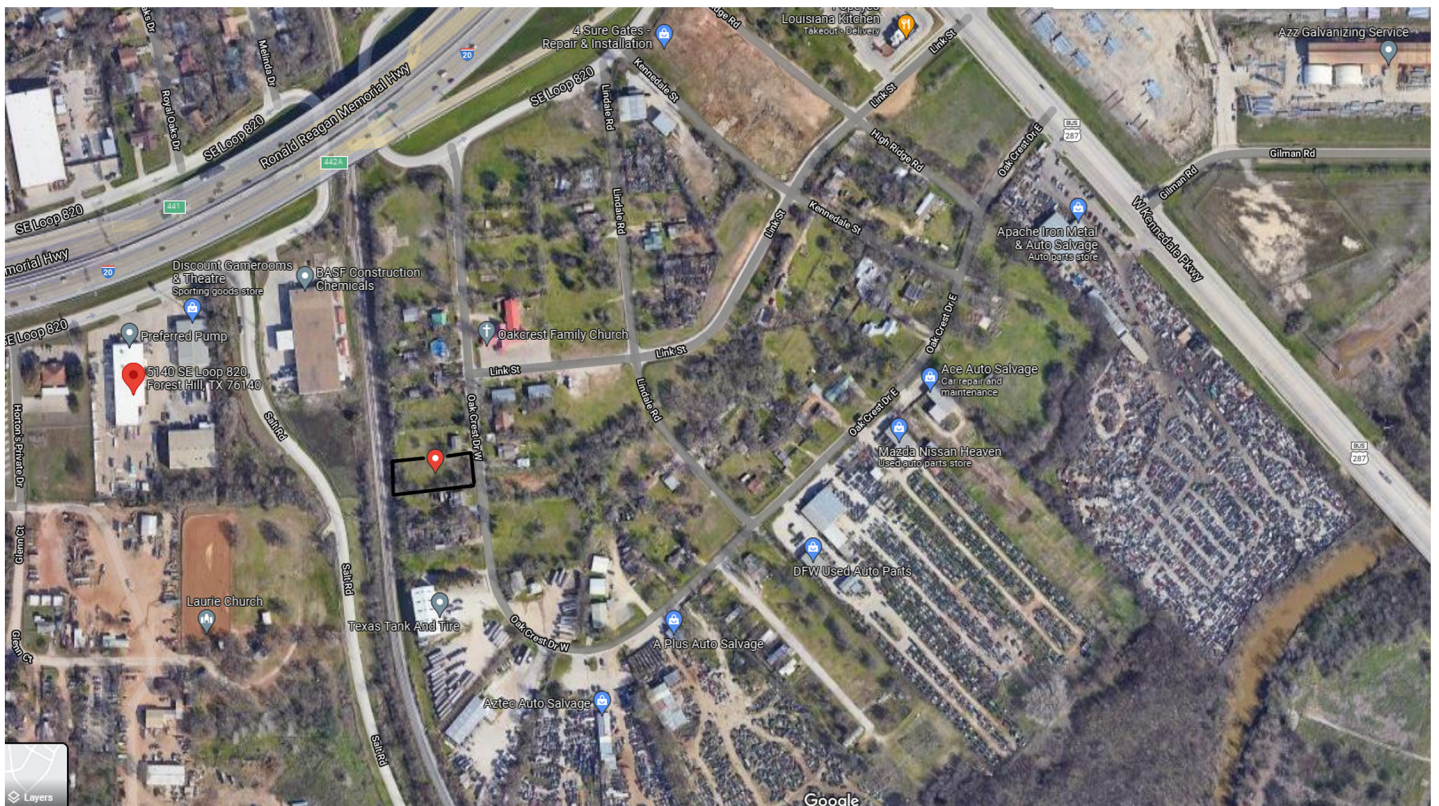
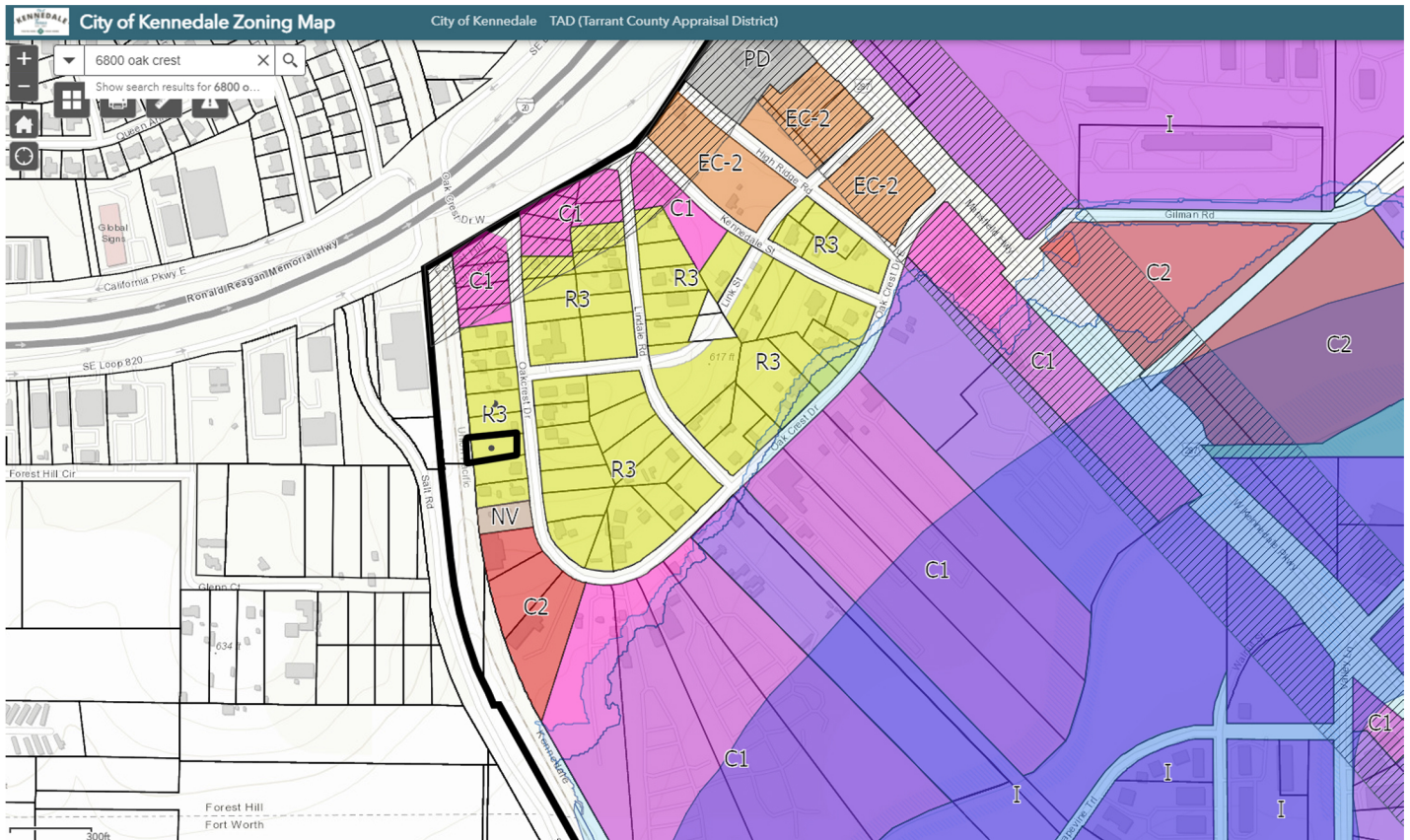
**KENNEDALE**  
You're Here. Your Home





# CASE #PZ 21-16

## 6808 OAK CREST DRIVE W





## STAFF REPORT TO THE BOARD OF DIRECTORS

**MEETING DATE:** OCTOBER 14, 2021

**AGENDA ITEM NUMBER:** INDIVIDUAL CONSIDERATION ITEM II.D.6.

### SUBJECT

**CASE #PZ 21-17** — Consider a request by A. Khammash, for approval of a preliminary plat for approximately 8 acres located at 5869 Eden Road E, Lots 1-9 Block 1, Lots 1-16 Block 2, Lot 1 Block 3, and Lot 1 Block 4 of the Eden Meadows Addition, City of Kennedale, Tarrant County, Texas

### ORIGINATED BY

Leslie E. Galloway, Interim City Manager

### SUMMARY

The applicant is requesting approval of the preliminary plat for a residential development at 5869 Eden Road E. The preliminary plat has been reviewed by City staff and engineers and is deemed to have met all requirements.

### RECOMMENDATION

Approve

Alternative Actions (see below)

- Approve with conditions (must reference regulations related to conditions).
- Disapprove (must reference regulations not met).

### ATTACHMENTS

|    |                            |                                                 |
|----|----------------------------|-------------------------------------------------|
| 1. | 5869 Eden Road PPLAT-REV 3 | 5869 Eden Rd Eden Meadows Addition - P-Plat.pdf |
|----|----------------------------|-------------------------------------------------|



# City of Kennedale

## Preliminary Plat Application

APPLICANT NAME: Ahmad Y. Khammash DATE: 1/13/2021

CURRENT LEGAL DESCRIPTION: RUSSELL, JESSE SURVEY Abstract 1361 Tracts 9F, 9D and 9D02  
AKA Khammash Tracks 1 and 2 Instrument D220093706 DRTCT

BEING PLATTED AS:

SUB-DIVISION NAME: Eden Meadows Addition

LOTS: 1-9, 1-16, 1 and 1 BLOCKS: 1, 2, 3 and 4 PHASES: 1

ACRES: 7.98

CURRENT ZONING: R3 PROPOSED ZONING: R3

### PROJECT CONTACT INFORMATION

OWNER OF RECORD: Theresa Jordan Khammash

ADDRESS: 2411 Garden Park Ct. Suite E PHONE: 817 265-5252

(mailing)

CITY: Arlington STATE: Texas ZIP: 76013

SURVEYOR: Wilkins Engmann / AAAA Plus Surveyors, LLC

ADDRESS: 1500 Hickory Creek Ln. PHONE: \_\_\_\_\_

(mailing)

CITY: Rockwall STATE: Texas ZIP: 75032

ENGINEER: Ahmad Y. Khammash / Array Technologies Inc.

ADDRESS: 2411 Garden Park Ct. PHONE: 817 265-5252 682-478-7402

(mailing)

CITY: Arlington STATE: Texas ZIP: 76013

DEVELOPER: Theresa Jordan Khammash

ADDRESS: 2411 Garden Park Ct. PHONE: \_\_\_\_\_

(mailing)

CITY: Arlington STATE: Texas ZIP: 76013

DESCRIPTION OF THE PROJECT FOR WHICH THE PLAT IS SOUGHT, INCLUDING PROPOSED LAND USES AND THEIR LOCATIONS:

**Who is the primary contact for this project?**

*All communication regarding this plat application will be made with the primary contact.*

*Select only **ONE** primary contact.*

|                                              |                                        |                                  |
|----------------------------------------------|----------------------------------------|----------------------------------|
| <input type="checkbox"/> Owner               | Phone _____                            | Email _____                      |
| <input type="checkbox"/> Developer           | Phone _____                            | Email _____                      |
| <input type="checkbox"/> Surveyor            | Phone _____                            | Email _____                      |
| <input checked="" type="checkbox"/> Engineer | Phone <u>817 265-5252 682-487-7402</u> | Email <u>ahmad@arraytech.net</u> |

|                                                |                        |
|------------------------------------------------|------------------------|
| APPLICANT SIGNATURE: <u>Ahmad Khan</u>         | DATE: <u>1/14/2021</u> |
| OWNER SIGNATURE: <u>Shirley K. Cunniff</u>     | DATE: <u>1/14/2021</u> |
| SURVEYOR SIGNATURE: <u>Cymon C. Cunniff</u>    | DATE: <u>1/19/2021</u> |
| ENGINEER SIGNATURE: <u>Ahmad Khan</u>          | DATE: <u>1/14/2021</u> |
| DEVELOPER SIGNATURE: <u>Shirley K. Cunniff</u> | DATE: <u>1/14/2021</u> |

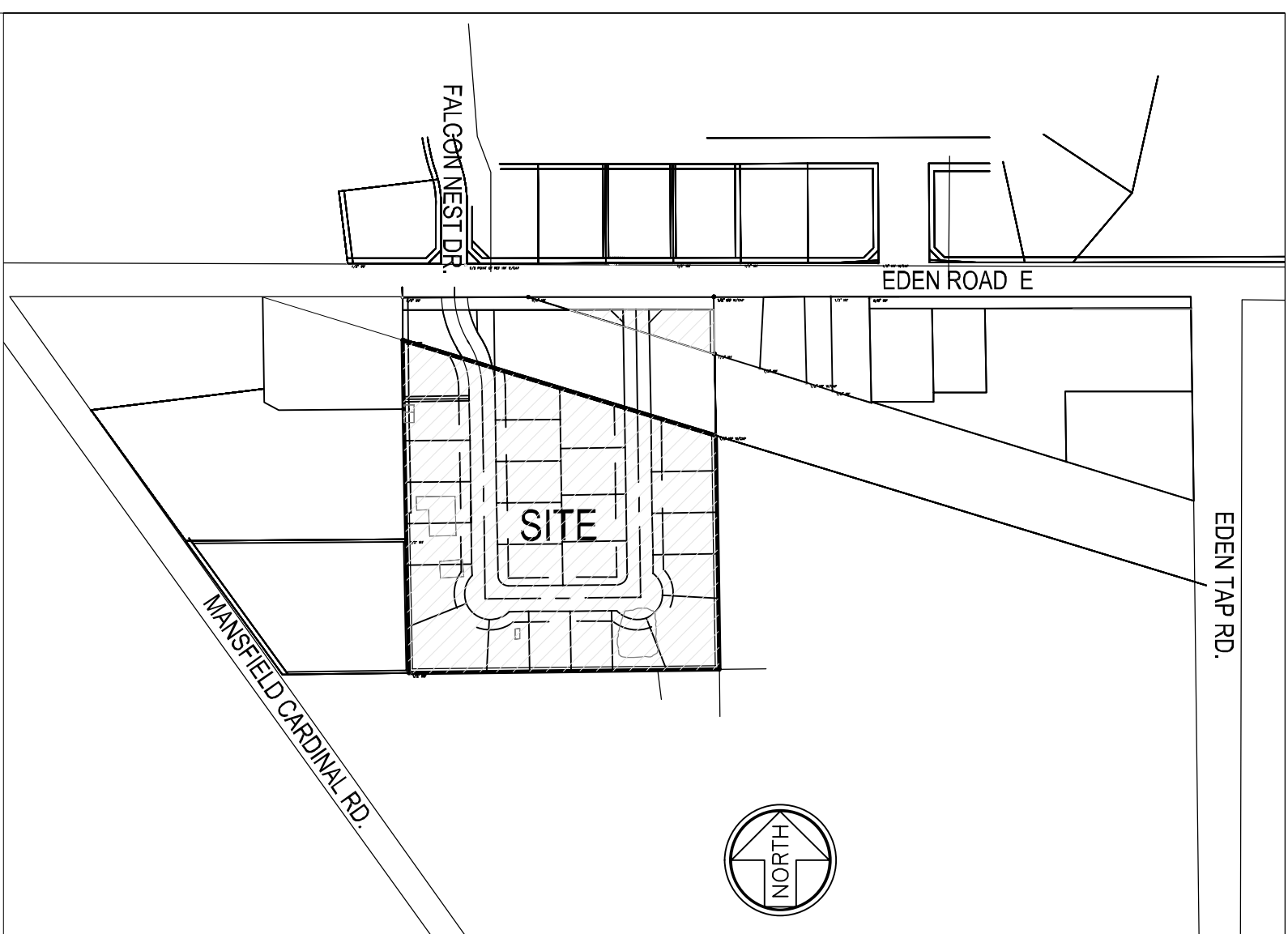
**The application packet shall include all documents listed below, and no preliminary plat will be reviewed by the city until all required documents are submitted in a completed format and all fees have been paid.**

If plans require resubmittal, you must schedule a meeting with the Public Works Department to review the plan comments **before** resubmitting the plans for review.

- (1) **Preliminary plat application** (this document) – One copy shall be submitted. The application must include the property owner's signature.
- (2) **Preliminary plat drawing** – Six folded paper copies and a PDF version shall be submitted for review by city staff.

The preliminary plat drawing shall contain required information listed in Section 26.12 of the Unified Development Code (UDC). Plats shall also conform to the City of Kennedale Subdivision Design criteria contained in Article 15 of the





**Engineer**  
Array Technologies Inc.  
2411 Garden Park Ct.  
Arlington, Texas 76013  
Tel 817 265-5252  
[ahmad@arraytech.net](mailto:ahmad@arraytech.net)

*Preliminary Plat  
of Lots 1-9 Block1, Lots1-16 Block2,  
Lot1 Block 3, and Lot 1 Block 4 of  
Eden Meadows Addition  
AN ADDITION TO THE CITY OF  
KENNEDALE, TARRANT COUNTY,  
TEXAS  
Containing a 7.98 acres of land in the Jesse  
Russell Survey, City of Kennedale,  
Tarrant County, Texas.  
Date January, 10 2021*