



**AGENDA**  
**PLANNING AND ZONING COMMISSION**  
**MONDAY,**  
**November 2, 2015**

**Regular Session 7:00 p.m.**  
**Town Council Chambers**  
**1614 South Bowen Road**

REGULAR SESSION 7:00 P.M.  
CALL TO ORDER AND GENERAL COMMENTS  
INVOCATION BY JULIE ARRINGTON  
PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Approval of Planning and Zoning Minutes:
  - June 1, 2015

NEW BUSINESS

2. Introduction of the new Community Development Director, Dennis Jobe.
3. Public hearing, review and consider a recommendation for Zoning Case Z-214, a proposed Special Use Permit as requested by Ann Farrell (Annie's Freeze) to amend the special use permit of the sno cone stand business located at 2304 W. Park Row Drive, Tracts 1A3, 1A3B, 1A5, 1A5B and 1A5C of the William J Barry Survey, Pantego, Tarrant County, Texas. The property is generally located in the Lakewood Shopping Center on the South side of Park Row Drive between S. Bowen Road and Milby Road.
4. Public hearing, review, and consider a recommendation for Zoning Case Z-215, a proposed Special Use Permit as requested by Ahmadiyya Muslim Community of Fort Worth to establish a church at 3214 W. Park Row Drive, Lot 2, Block 1 of Park Row West Addition of the A.L.S. Land Survey, Pantego, Tarrant County, Texas. The property is generally located on the South side of W. Park Row Drive between Nora Drive and Bowen Road.

PLANNING AND ZONING COMMISSION INQUIRY

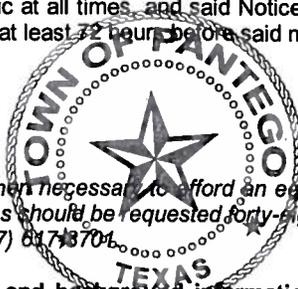
If a member of the Commission makes a spontaneous inquiry about a subject not on this agenda, then the Planning and Zoning commission or an appropriate Town official may make a statement of factual information or policy in response to such an inquiry. However, in accordance with Open Meetings Act Section 551.042, the Planning and Zoning Commission cannot discuss issues raised or make any decisions on that subject at this time. Issues raised may be referred to Town Staff for research and possible future action.

ADJOURNMENT

CERTIFICATION

Prepared and posted in accordance with Chapter 551 of the Texas Government Code. I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window of a display cabinet at the Town Hall of the Town of Pantego, Texas, a place of convenience and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, October 30, 2015 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

  
Julie Arrington, TRMC, City Secretary



*Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in Town functions and activities. Auxiliary aids and services or accommodations should be requested forty-eight (48) hours prior to the scheduled starting time by calling the Planning and Zoning Secretary's office at (817) 617-1370.*

**Complete Planning & Zoning Commission Agenda and background information are available for review at the Planning and Zoning Secretary's Office or on the Town website [www.townofpantego.com](http://www.townofpantego.com).**



# AGENDA BACKGROUND

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**PRESENTER:** Julie Arrington, City Secretary

**BACKGROUND:**

Review and Consider approval of Planning and Zoning Commission Minutes for June 1, 2015.

**RECOMMENDATION:**

Staff recommends approval of Planning and Zoning Minutes for June 1, 2015 as submitted.

**ATTACHMENTS:**

Minutes for June 1, 2015

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Planning and Zoning Commission of the Town of Pantego, Texas, met in regular session at 7:00 p.m. in the Town Council Chambers, 1614 South Bowen Road, Pantego, Texas on the 1st day of June 2015 with the following members present:

Stephen Smith	Chairman
John Kushma	Vice Chairman
Jason Bergin	
Clifton Cassell	
John Richardson	

Constituting a quorum. The following staff members were present:

Matthew Fielder	City Manager
Chad Joyce	Community Development Director
Chelsea Nelson	P&Z Secretary

Also in attendance:

Don Surratt	Council Member
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(The following items were considered in accordance with the official agenda posted on the 29th day of May 2015.)

#### **REGULAR SESSION 7:00 P.M.**

#### **CALL TO ORDER AND GENERAL COMMENTS**

Chairman Smith called the regular session to order at 7:01 PM.

#### **PLEDGE OF ALLEGIANCE**

Invocation led by Chelsea Nelson which was followed by the Pledge of Allegiance.

#### **APPROVAL OF MINUTES**

##### **1. Approval of Planning and Zoning May 5, 2015 Minutes.**

Commissioner Kushma made a motion to approve with the modification to add Council members Surratt and Adair to the minutes from the May 5, 2015 meeting. Commissioner Cassell seconded the motion. The motion passed unanimously.

#### **NEW BUSINESS**

- 1. Public Hearing, Review and Consider a recommendation for Zoning Case Z-212, a proposed Special Use Permit as requested by Brad Stroup (The Prayer Room) to establish a church at 1503 Nora Drive, Tract 4Q of the Nathan Smith Survey, Pantego, Tarrant County, Texas. The property is generally located on the east side of Nora Drive between West Park Row Drive and Whispering Trail Circle.**

Chairman Smith introduced the item, opened the Public Hearing at 7:05 pm for Zoning case Z-212 and recognized the following individual(s):

Brad Stroup, 5507 Gessner Court Arlington, Texas 76018, representative for The Prayer Room (Para-church organization). Mr. Stroup explained what The Prayer Room was and what they would be doing and that he was available for any additional questions that the Commission had while reviewing the request for a Special Use Permit.

Joe Centineo, 3221 W. Pioneer Parkway Pantego, Texas 76013, speaking in support of The Prayer Room (Para-church organization). Mr. Centineo is the pastor of Crossroads Church and he explained his involvement with The Prayer Room and the positive impact that they have had.

Jack Longgear, 2466 Lakeview Circle Arlington, Texas 76013, speaking in support of The Prayer Room (Para-church organization). Mr. Longgear is the father in-law of Mr. Stroup and he explained his involvement with The Prayer Room and the positive impact that they have had.

Linda Brown, 2735 Whispering Trail Pantego, Texas 76013, speaking in opposition of The Prayer Room (Para-church organization). Mrs. Brown is a resident of the Town of Pantego whose house backs up to The Prayer Room. She voiced concerns about noise, traffic, and the second story balcony of The Prayer Room building.

Jim Brown, 2735 Whispering Trail Pantego, Texas 76013, speaking in opposition of The Prayer Room (para-church organization). Mr. Brown is a resident of the Town of Pantego whose house backs up to The Prayer Room. He also voiced concerns about noise, traffic, and the second story balcony of The Prayer Room building.

Jean Baptiste Chin, 807 Evening Drive Arlington, Texas 76013, speaking in support of The Prayer Room (para-church organization). Ms. Chin explained her involvement with The Prayer Room and the positive impact that they have had.

There being no one else to speak, Chairman Smith closed the Public Hearing at 7:44 p.m.

The Commission inquired about the hours of operation and if noise would be an issue. Mr. Stroup explained that The Prayer Room intended to sound proof the worship area so that no disturbance would be caused. The Commission also inquired about the second-story balcony which was presented as a concern during the Public Hearing. Mr. Stroup with some clarification by Mr. Joyce explained The Prayer Room's plan to enclose the part of the balcony and leaving only a small portion open with limited access by staff only. The Commission reiterated the duties of the Planning and Zoning Commission by explaining that their recommendations are predominantly based on how the specific issue affect Zoning in the Town.

Commissioner Richards made a motion to recommend the approval of the Special Use Permit for Case Z-213. Commissioner Cassell seconded the motion. The motion passed unanimously.

- 2. Public Hearing, Review, and Consider a recommendation for Zoning Case Z-213, a proposed Special Use Permit as requested by Philip E. Parker (Church of Hope, Inc.) to establish a church at 2401 W Pioneer Pkwy, Suite 151, Lot 1R of the Pecan Park Shopping Center, Pantego, Tarrant County, Texas. The property is generally located on the north side of West Pioneer Pkwy between S Bowen Road and Duluth Drive.**

Chairman Smith introduced the item, opened the Public Hearing at 7:47 pm for Zoning case Z-213 and recognized the following individual(s):

Philip Parker, 520 Bayberry Lane Desoto, Texas 75115, representative and Pastor of Church of Hope Inc, Mr. Parker explained that his church wanted to meet in the space and that he was available for any additional questions that the Commission had while reviewing the request for a Special Use Permit.

Paul Stamp, 2401 W. Pioneer Parkway, Suite 135 Pantego, Texas 76013, speaking in opposition/concern of Church of Hope, Inc.. Mr. Stamp is the pastor of Vision Open Bible whose church is located in the same shopping center. He voiced concerns about two churches being in the same shopping center and also whether there would be enough parking or not.

There being no one else to speak, Chairman Smith closed the Public Hearing at 7:59 p.m.

The Commission addressed all concerns posed in the Public Hearing through Mr. Joyce. Mr. Joyce explained that there was plenty of parking in for both churches to meet in that shopping center and as for the shopping center have two churches that is not an issue for the Town it would have to be taken up with the landlord.

Commissioner Kushma made a motion to recommend the approval of the Special Use Permit for Case Z-213. Commissioner Richards seconded the motion. The motion passed unanimously.

**ADJOURNMENT**

Chairman Smith declared the meeting adjourned at 8:04 p.m.

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**Stephen Smith, Chairman**

**ATTEST:**

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**Chelsea Nelson, Planning & Zoning Secretary**



# AGENDA BACKGROUND

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**PRESENTER:** Matt Fielder, City Manager

**BACKGROUND:**

Chad Joyce retired at the end of August and took a new position with the University of North Texas as a construction manager. His replacement is Dennis Jobe who comes to us from the City of Duncanville.

**RECOMMENDATION:**

N/A

**ATTACHMENTS:**

None.



**PLANNING AND ZONING COMMISSION  
AGENDA BACKGROUND**

**AGENDA ITEM:** Public hearing, review and consider a recommendation for Zoning Case Z-214, a proposed Special Use Permit as requested by Ann Farrell (Annie’s Freeze) to amend the special use permit of the sno cone stand business located at 2304 W. Park Row Drive, Tracts 1A3, 1A3B, 1A5, 1A5B and 1A5C of the William J Barry Survey, Pantego, Tarrant County, Texas. The property is generally located in the Lakewood Shopping Center on the South side of Park Row Drive between S. Bowen Road and Milby Road.

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**PRESENTER:** Matt Fielder, City Manager

**BACKGROUND:**

See Community Development Staff Report.

The Notice of Public Hearing Was published on October 16, 2015 in the Fort Worth Commercial Recorder, the Town’s official newspaper. This Notice was also posted on the Town’s bulletin board and the Town’s website. Owners of property within two hundred (200) feet of the applicant property were given notice via U.S. Mail.

**RECOMMENDATION:**

Applicant has requested to postpone this application due to construction requirements of the Tiki Hut that the manufacturer has not provided.

**ATTACHMENTS:**

- Community Development Staff Report
- Application Zoning Case Z-214
- Notification Map
- Notification List
- Additional Information

Director’s Review: _____ City Manager’s Review: _____
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# COMMUNITY DEVELOPMENT STAFF REPORT

<b>MEETING DATE:</b>	November 2, 2015
<b>ACTION REQUESTED:</b>	Consider approval for a Special Use Permit to extend the use of a sno cone stand for Annie's Freeze until 2019, and to add Tiki Huts to the décor.
<b>PROPERTY DESCRIPTION:</b>	Tract 1A3, 1A3A, 1A3B, 1A5, 1A5B AND 1A5C of William J Barry Survey, Pantego, Tarrant County, Texas.
<b>PROPERTY OWNER:</b>	Farrell Property Co Ltd
<b>APPLICANT:</b>	Ann Farrell
<b>CURRENT ZONING:</b>	C-3 Commercial District
<b>SURROUNDING ZONING/LAND USE:</b>	North – C-3 Commercial Zoning District – Grocery Store East – C-3 Commercial Zoning District – Retail Shopping Center South – C-2 Commercial Zoning District – Bank Arlington - School West – C-3 Commercial Zoning District – Restaurant
<b>REQUESTED VARIANCES:</b>	None
<b>ANALYSIS:</b>	<p>The Special Use Permit, approved in 2014, for Annie's Freeze sno cone stand has not reached its three year expiration limit. Ann Farrell, the property/business owner, has reapplied to extend this use to five years. The original SUP ordinance, which is attached, included the following conditions:</p> <ul style="list-style-type: none"> <li>• The concession trailer shall be of the same quality and specifications as the attached Exhibit A</li> <li>• The concession trailer shall be placed according to a site plan approved by the Community Development Department</li> <li>• This Special Use Permit shall expire in three years and is non transferable to new owner.</li> </ul> <p>The trailer that is presently in use is the same that was proposed in the original SUP. The location of the concession trailer has been determined and a site plan is included with the application.</p>
<b>SPECIAL USE PERMIT CONSIDERATIONS:</b>	<p>The Town of Pantego Zoning Ordinance states the following considerations that the Planning and Zoning Commission and Town Council should consider prior to approval of a special use permit:</p> <ol style="list-style-type: none"> <li>(1) The proposed use complies with all the requirements of the zoning district in which the special use permit is located;</li> <li>(2) The proposed use as located and configured will contribute to or promote the general welfare and convenience of the Town;</li> <li>(3) The benefits that the town gains from the proposed use outweigh the loss of or damage to any homes, businesses, natural resources, agricultural lands, historical or</li> </ol>

cultural landmarks or sites, wildlife habitats, parks, or natural, scenic, or historical features of significance, and outweigh the personal and economic cost of any disruption to the lives, business and property of individuals affected by the proposed use;

(4) Adequate utilities, road access, drainage and other necessary supporting facilities have been or shall be provided;

(5) The design, location and arrangement of all public and private streets, driveways, parking spaces, entrances and exits shall provide for a safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;

(6) The issuance of the special use permit does not impede the normal and orderly development and improvement of neighboring vacant property;

(7) The location, nature and height of buildings, structures, walls and fences are not out of scale with the neighborhood;

(8) The proposed use will be compatible with and not injurious to the use and enjoyment of neighboring property, nor significantly diminish or impair property values within the vicinity;

(9) Adequate nuisance prevention measures have been or shall be taken to prevent or control offensive odors, fumes, dust, noise, vibration and visual blight;

(10) Sufficient on-site lighting is provided for adequate safety of patrons, employees and property and such lighting is adequately shielded or directed so as not to disturb or adversely affect neighboring properties;

(11) There is sufficient landscaping and screening to ensure harmony and compatibility with adjacent properties;

(12) The proposed operation is consistent with the applicant's submitted plans, master plans, projections, or where inconsistencies exist, the benefits to the community outweigh the costs;

(13) The proposed use is in accordance with the Town's comprehensive plan.

**RECOMMENDED  
ACTIONS:**

The Planning and Zoning Commission has the following options when considering a Special Use Permit application:

- Recommend approval as submitted;
- Recommend approval with conditions;
- Table to specific date with clarification of intent and purpose; or
- Recommend denial of application.

**STAFF  
RECOMMENDATION:**

Staff recommends approval of this Special Use Permit with the following conditions:

- The site plan and trailer remain the same as approved originally;
- Extending the special use Permit until 2019.



Ann Farrell

Town of Pantego  
1614 S. Bowen Rd., Pantego, TX 76013  
(817)274-1381 or (817)265-1375 Fax

### APPLICATION FOR A SPECIAL USE PERMIT

**APPLICANT** If applicant is NOT owner of property, Agent Authorization Form must be completed.

Name: Ann Farrell Date: 9.30.15

Address: 2304 W. Park Row #7  
Street Address

Pantego TX 76013  
City State Zip

Phone: 817-233-5277 Email: annfarrell@SBCglobal.net

Applicant Status:  Owner  Tenant  Purchaser  Other

**PROPERTY DEVELOPMENT INFORMATION**

\* Address: 2304 W. Park Row Pantego TX 76013

\* Legal Description:  
 Property is subdivided: Addition: \_\_\_\_\_  
Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Property is not subdivided: Survey: William J Barry  
Abstract#: \_\_\_\_\_ Tract: 1A3, 1A3A, 1A3B, 1A5, 1A5B & 1A5C

Existing Classification: C-3

Developer: _____	Agent: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone/Fax: _____	Phone/Fax: _____
Surveyor: _____	Engineer: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone/Fax: _____	Phone/Fax: _____

Present use of the property: Snow Cone STAND

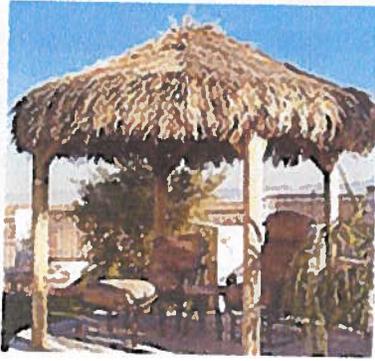
Proposed use of the property: Snow Cone STAND

Status of development plans:  None  Site Plans Complete  Building Plans Complete

#1 would like a 5 year sup!

#2 would like to add Tiki Hot Cover over  
Transfer

#3



14'

MAKE SURE TOWN OF PANTEGO  
GETS THIS w/ SUP!

Imagine yourself submerged in a tropical vacation year round without ever having to leave your backyard. As a manufacturer **Sunset Bamboo™** is able to provide you with the best possible prices on DIY tiki huts. Each tiki hut is built to order using the highest construction industry standards available. Our products are capable of withstanding extremely high winds, dry and wet weather.

# AFRC

**American Fire Retardant Corp.**

## PRODUCT INFORMATION

### X-238

X-238 fire retardant coating for exterior or interior wood and thatch products. X-238 is a white, opaque, water-based fire retardant coating for the use on exterior and interior wood and thatch products. It is paint-like in appearance and dries to a clear satin finish in approximately four (4) hours. X-238 is flexible yet durable which enables it to breathe, shed heavy-driven rain, and withstand considerable sand and dust abrasion.

### TESTING

X-238 was tested by U.S. Testing company for a flame spread rating of both Class "A" & "B" under ASTM E-84 standards. In addition, DST laboratories tested it for exposure to ultraviolet rays using emmaqua test, the results being, that X-238 would survive over two years of actual exterior weathering and still have excellent fire resistance at least 96% of the time.

### APPLICATION

Mix thoroughly before application. X-238 can be applied by either spraying, dipping or rolling. Surfaces to be treated should be dry and free of dirt, dust, oils, etc., before treatment. When spraying, we recommend using a heavy duty sprayer with a 315 flat contactors tip with a 6 inch fan.

### PRODUCT DATA

Ph.....6-7

Total solids.....51-54%

Flash point.....above boiling point

Color.....white opaque

Toxicity.....See MSDS

Corrosiveness.....Non-corrosive

### APPLICATION RATE

Wood shake and shingle.....100 ft2 (1 square) per gallon

Palm thatch.....100 ft2 per gallon (approx.)

Flat wood surfaces.....150 ft2 per gallon

**ORDINANCE NO. 14-744**

**AN ORDINANCE OF THE TOWN OF PANTEGO AUTHORIZING THE RENEWAL OF A SPECIAL USE PERMIT ISSUED TO ANN FARRELL (ANNIE'S FREEZE) TO CONTINUE USE OF A SNO CONE STAND BUSINESS LOCATED AT 2304 WEST PARK ROW DRIVE, TRACTS 1A3, 1A3A, 1A3B, 1A5, 1A5B AND 1A5C OF THE WILLIAM J BARRY SURVEY, PANTEGO, TARRANT COUNTY TEXAS; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Pantego, Texas is a Type A General Law Municipality located in Tarrant County, Texas, created in accordance with provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, Chapter 14, Section 14.02.513(5) of the Town of Pantego Municipal Code allows for an exception of any public or government building or use not elsewhere permitted in a particular district; and

**WHEREAS**, the Planning & Zoning Commission as required by Chapter 211 of the Texas Local Government Code has duly published a Notice of Public Hearing in the Fort Worth Commercial Recorder, the official newspaper for the Town of Pantego, on July 25, 2014; and

**WHEREAS**, the Planning and Zoning Commission has received and reviewed the application from Ann Farrell and has determined that it complies with all requirements for the Special Use Permit; and

**WHEREAS**, the Commissioners recommend approval of this application at their regularly scheduled meeting on August 4, 2014; and

**WHEREAS**, the Town Council by affirmative vote of four of its members may by ordinance authorize special use permits; and

**WHEREAS**, presentation of this ordinance at a meeting preceding the meeting at which the ordinance is enacted places an undue burden in administrative time and expense to the Town, and as reflected by the vote of two-thirds of the Councilmember's present, the requirements of Section 1.03.035(b) are hereby waived.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS THAT:**

**SECTION 1:**

The Town Council authorizes the Special Use Permit for the use of a snow cone concession trailer located at:

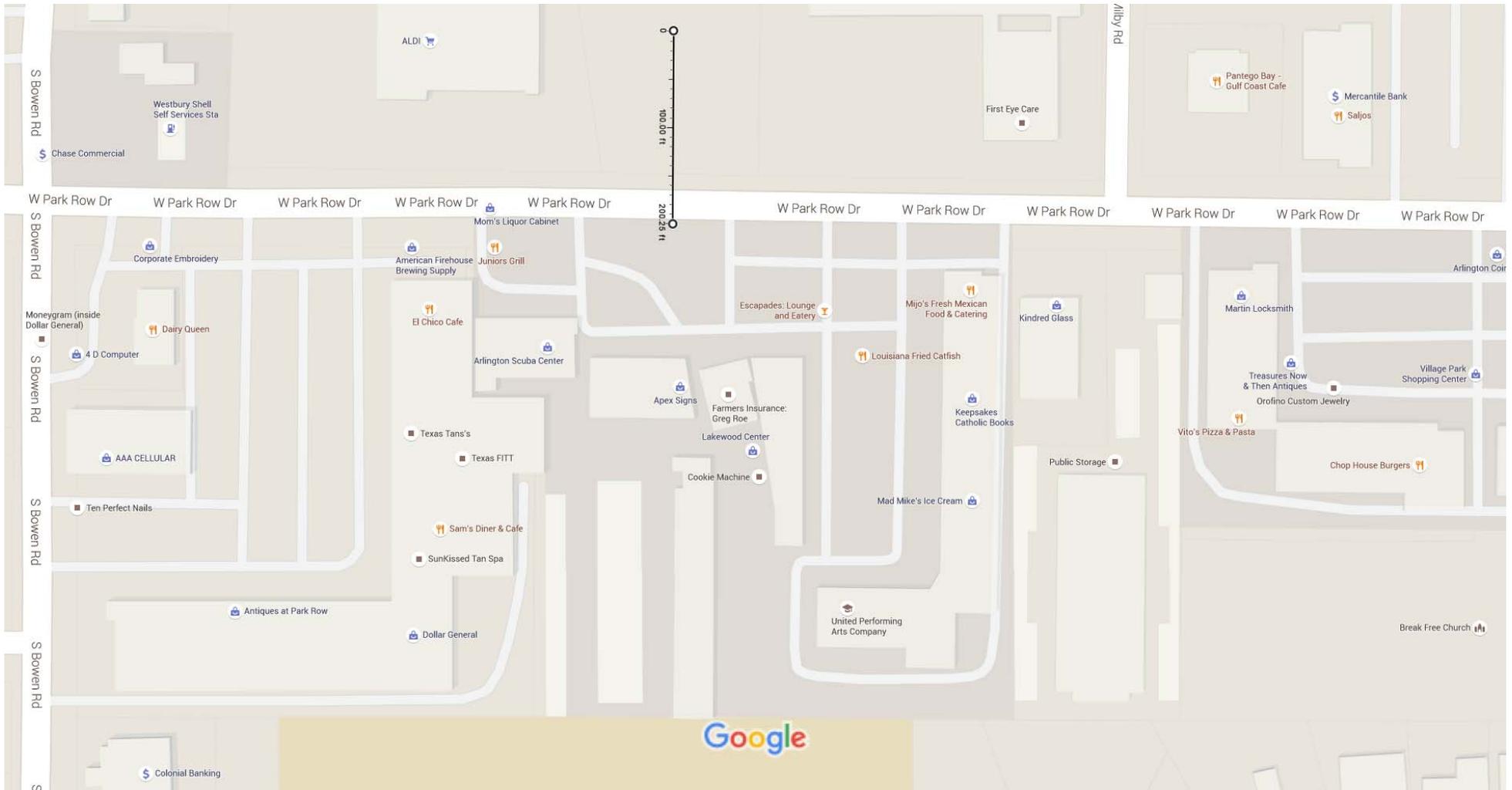
Tracts 1A3, 1A3A, 1A3B, 1A5, 1A5B and 1A5C of the William J Barry Survey in Pantego, Tarrant County, Texas  
2304 West Park Row Drive, Pantego, Texas

as requested by Ann Farrell.

**SECTION 2:**

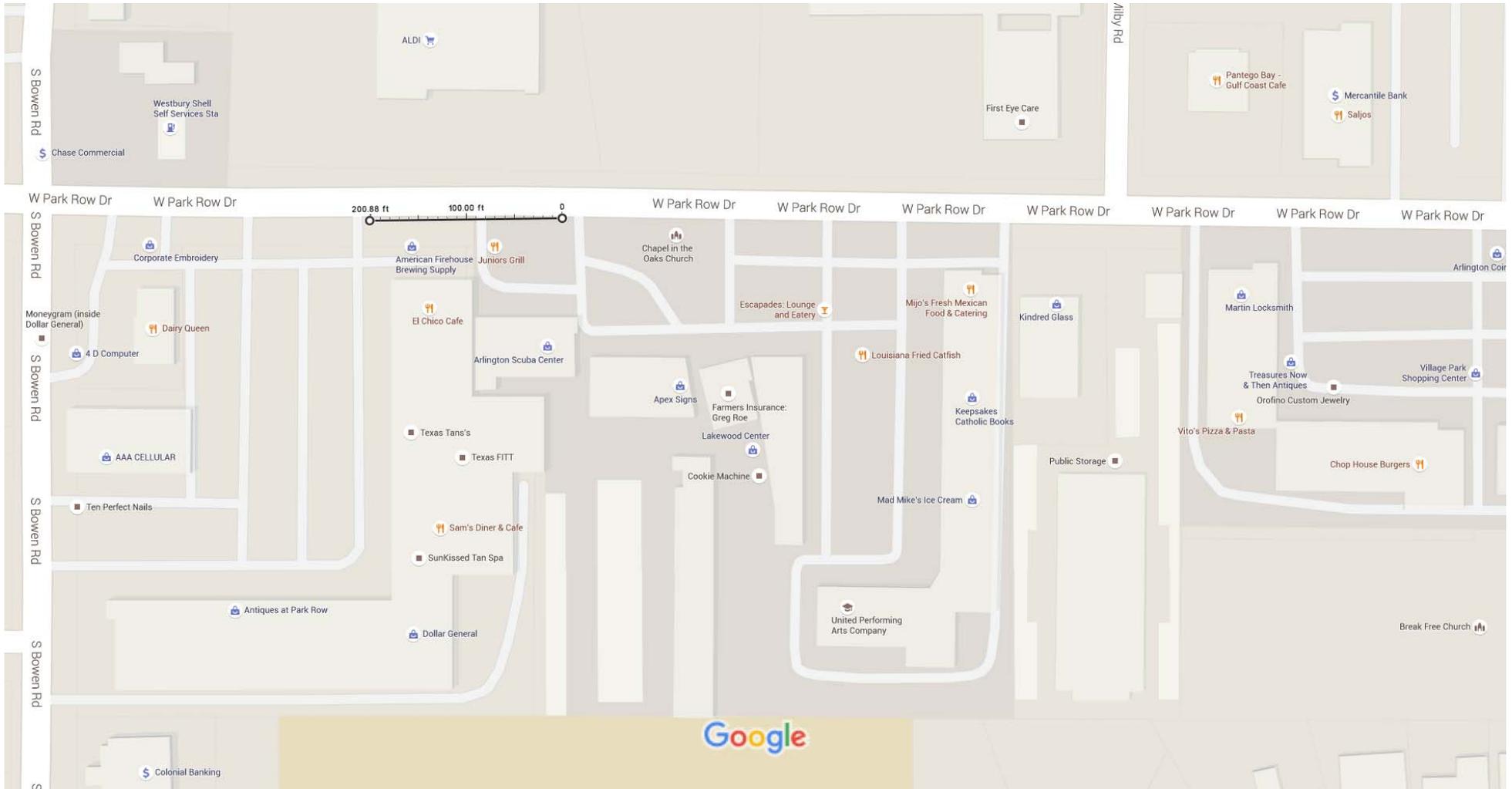
This Special Use Permit shall have the following stipulations:

- The concession trailer shall be of the same quality and specifications as the attached Exhibit A
- The concession trailer shall be placed according to a site plan approved by the Community Development Department
- This Special Use Permit shall expire in three years and is non-transferrable to new owners.



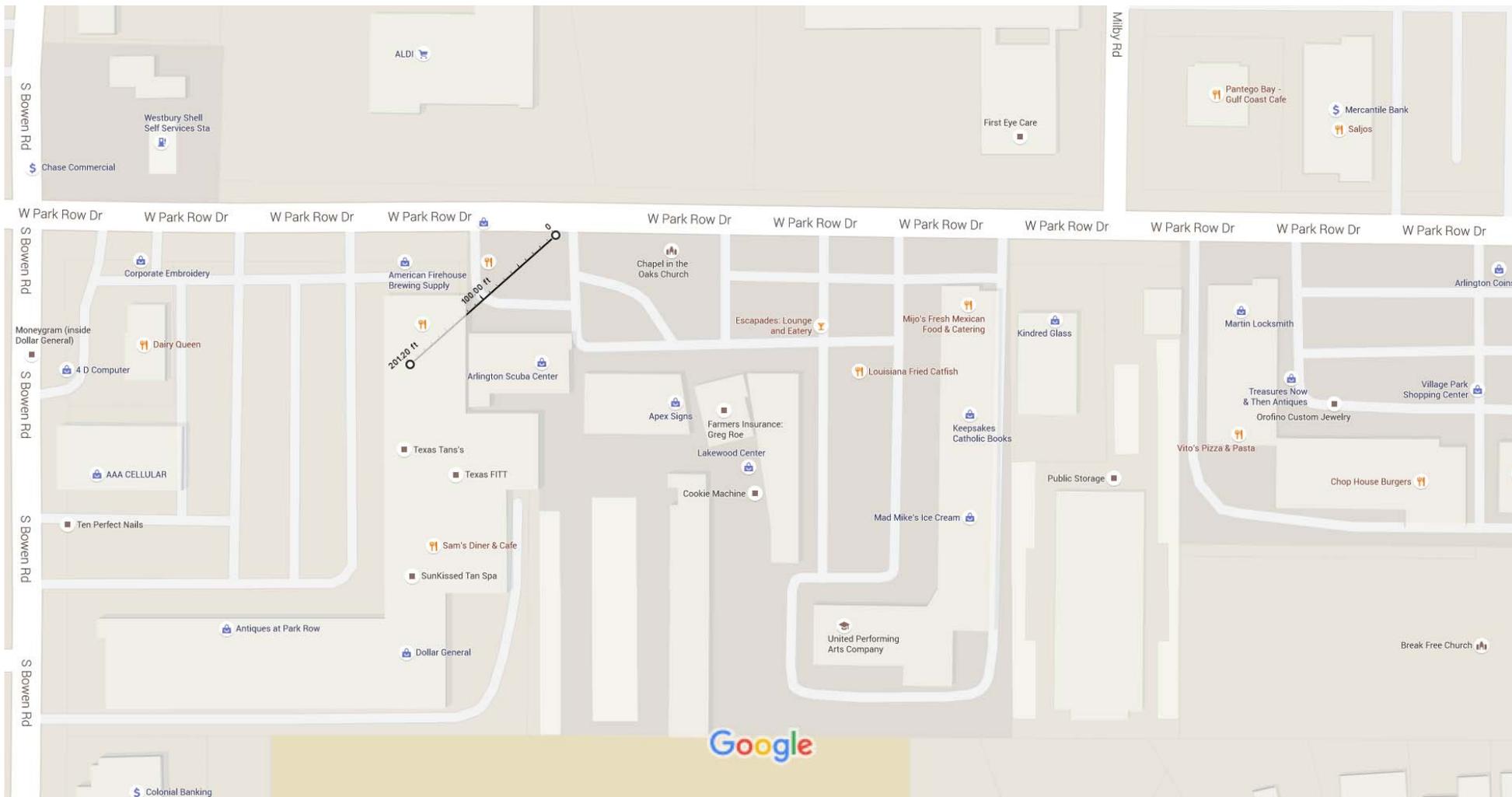
Map data ©2015 Google 50 ft

Measure distance  
Total distance: 200.25 ft (61.04 m)



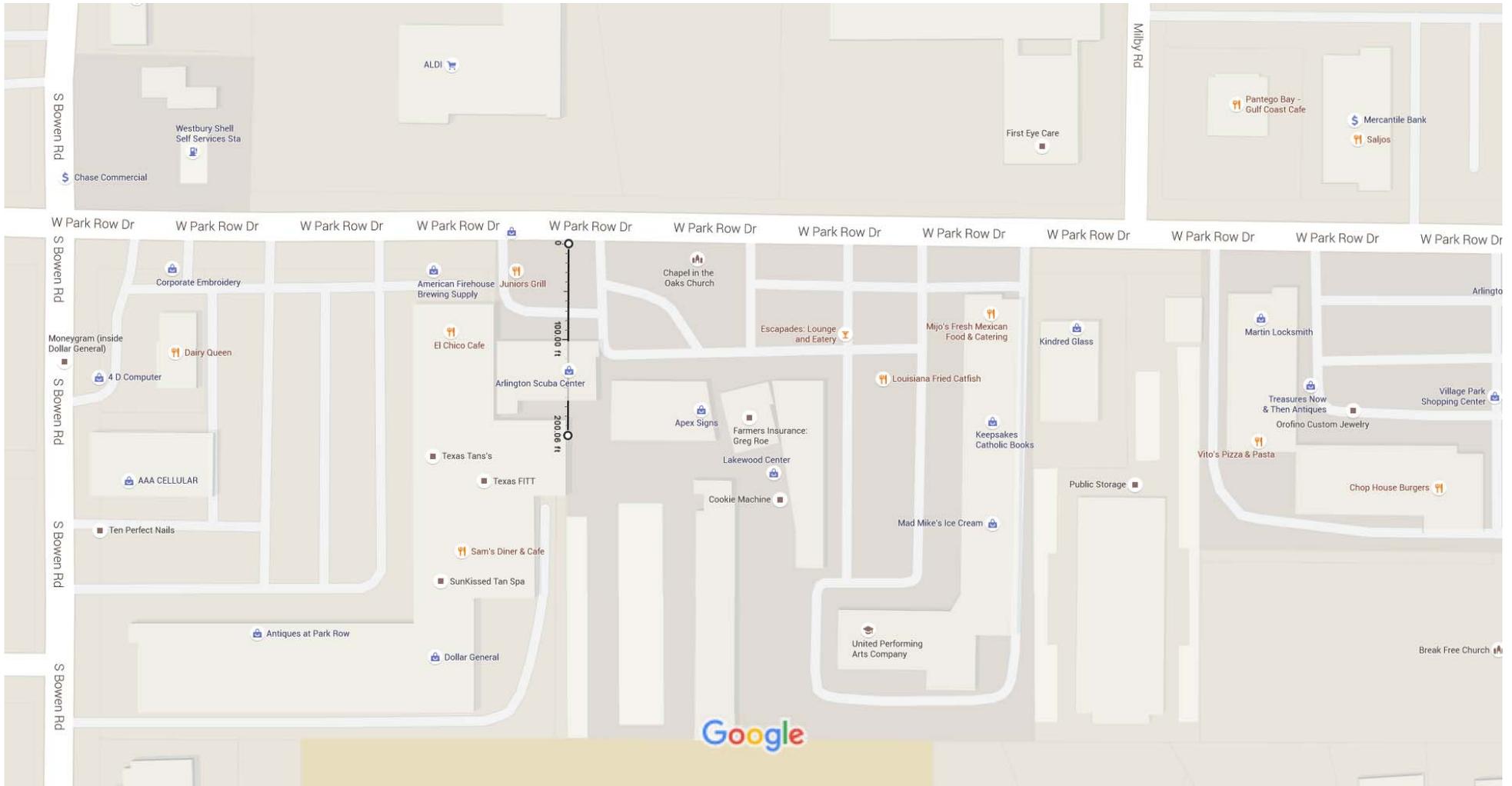
Map data ©2015 Google 50 ft

Measure distance  
Total distance: 200.88 ft (61.23 m)



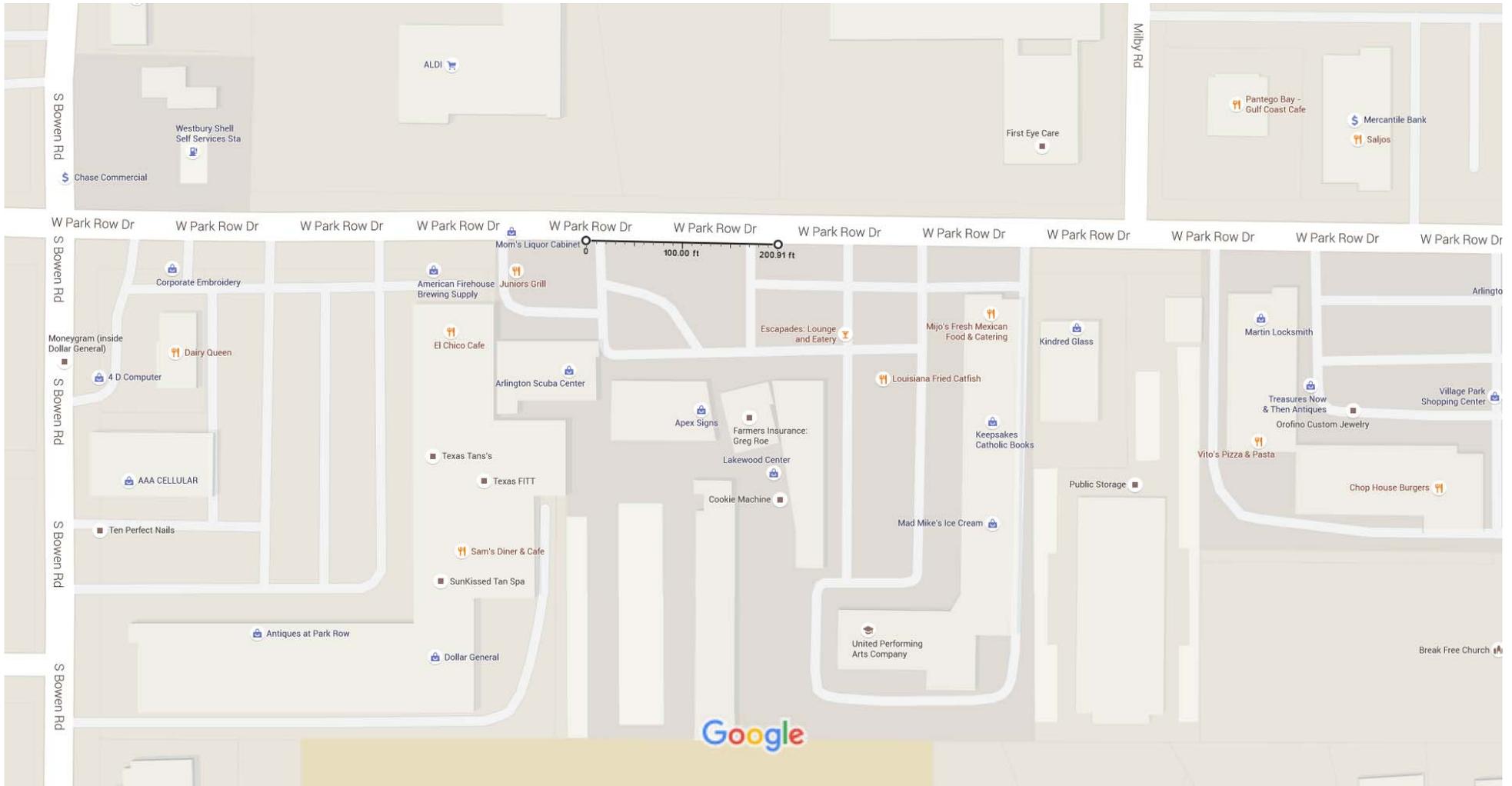
Map data ©2015 Google 50 ft

Measure distance  
Total distance: 201.2 ft (61.33 m)



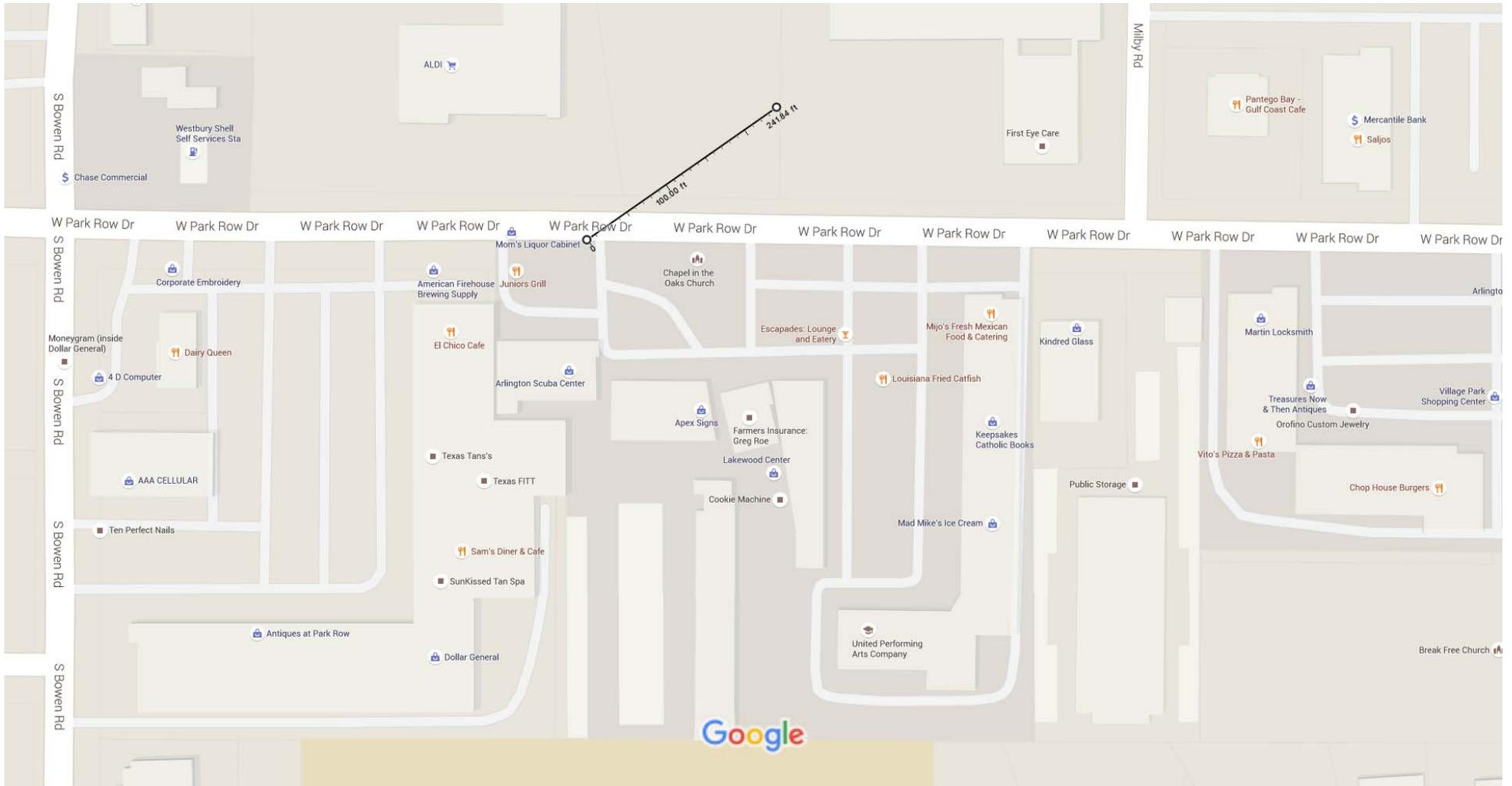
Map data ©2015 Google 50 ft

Measure distance  
Total distance: 200.06 ft (60.98 m)



Map data ©2015 Google 50 ft

Measure distance  
Total distance: 200.91 ft (61.24 m)



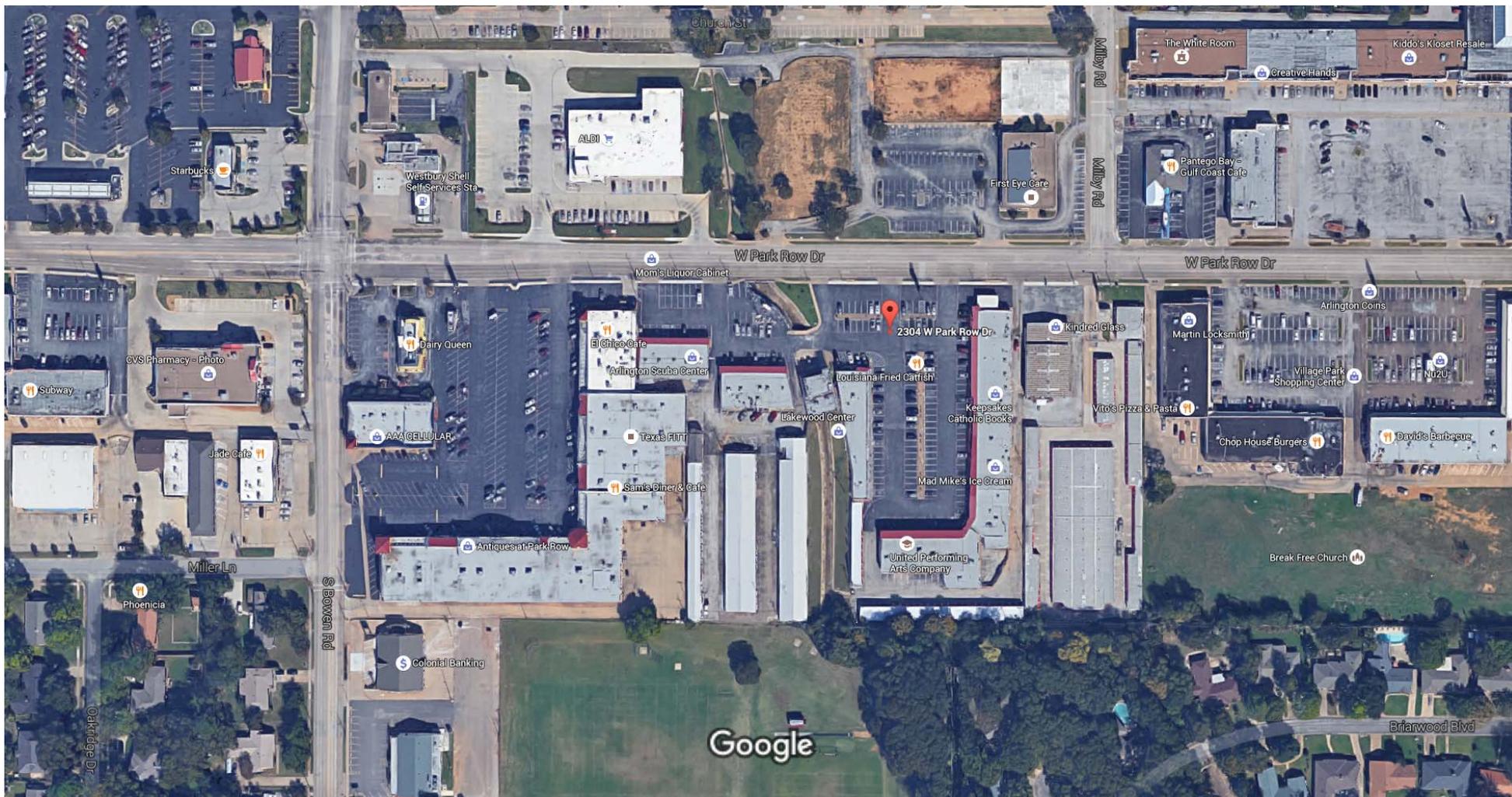
Map data ©2015 Google 50 ft

Measure distance  
Total distance: 241.84 ft (73.71 m)

## Notification List Z-214

Name	Address	City	State	Zip Code	Legal 1	Legal 2
Farrell Property Company, LTD	2304 W. Park Row #7	Pantego	TX	76013	Barry, William J Survey	A 155 Tr 1A3 1A3A 1A3B
Mercantile Bank	2401 W Park Row Dr	Pantego	TX	76013	Westbury Square Addn	Blk 1 Lot 3R
Bomac Partners	1110 W State Hwy 114 #200	Southlake	TX	76092-5250	Westbury Square Addn	Blk 1 Lot 4R
Aldi Texas LLC	2500 Westcourt Rd	Denton	TX	76207-4532	Westbury Square Addn	Blk 1 Lot 2R
4D-JKL Corporation	1517 S. Bowen Rd	Pantego	TX	76013	Barry, William J Survey	A 155 Trs 1A01A
Kindred Glass	2302 W. Park Row Dr	Pantego	TX	76013	Barry, William J Survey	A 155 Trs 1A02A 1A2B
S & D Family Partners LP	2227 W. W. Park Row Dr. (A)	Pantego	TX	76013	Park's, GW Subdivision	Blk 10 Lot 1
Walker, Robert	P.O. Box 13933	Arlington	TX	76094-0933	Village Park Add-Pan	Blk 1 Lot 2R
Village Park Investments LP	670 W. Arapaho Rd	Richardson	TX	75080-4200	Village Park Add-Pan	Blk 1 Lot 1R1
Novoselsky, Andrew & Jennifer	2215 Briarwood Blvd	Arlington	TX	76013-3317	Lakewood Add-Arl	Blk 1 Lot 12
Liesure, Amy Jo	2301 Briarwood Blvd	Arlington	TX	76013-3319	Lakewood Add-Arl	Blk 1 Lot 11
Carter, Andre J & Camilla C	2303 Briarwood Blvd	Arlington	TX	76013-3319	Lakewood Add-Arl	Blk 1 Lot 10
Ball, Wanda F	2305 Briarwood Blvd	Arlington	TX	76013-3319	Lakewood Add-Arl	Blk 1 Lot 9
Williams, Hildegard M	2307 Briarwood Blvd	Arlington	TX	76013-3319	Lakewood Add-Arl	Blk 1 Lot 8
Arlington Independent School Dist	1203 W. Pioneer Pkwy	Arlington	TX	76013	Barry, William J Survey	Lot 1

# Google Maps 2304 W Park Row Dr



Imagery ©2015 Google, Map data ©2015 Google 100 ft



Movable Pole and Chain Fencing

Trailer

Chain Link Fencing



## PLANNING AND ZONING COMMISSION

### AGENDA BACKGROUND

**AGENDA ITEM:** Public hearing, review and consider a recommendation for Zoning Case Z-215, a proposed Special Use Permit as requested by Ahmadiyya Muslim Community of Fort Worth to establish a Church at 3214 W. Park Row Drive, Lot 2, Block 1, of Park Row West Addition of the A.L.S. Land Survey, Pantego, Tarrant County, Texas. The property is generally located on the South Side of West Park Row Drive between Nora Drive and Bowen Road.

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**PRESENTER:** Matt Fielder, City Manager

### **BACKGROUND:**

See Community Development Staff Report.

The Notice of Public Hearing was published on October 16, 2015 in the Fort Worth Commercial Recorder, the Town's official newspaper. This notice was also posted on the Town's bulletin board and the Town's website. Owners of property within two hundred (200) feet of the applicant property were given notice via U.S. Mail.

### **RECOMMENDATION:**

Staff recommends approval of this Special Use Permit with the following conditions:

- The noise level shall not be of any nuisance to the residents to the South
- Any changes to the existing building must be permitted and if any remodeling done above 50% may be subject to sprinkling the whole building.
- The special use permit shall expire in two (2) years or change of ownership.
- The applicant may not request an occupancy load greater than what is allowed by available parking.

### **ATTACHMENTS:**

Community Development Staff Report  
 Application , Zoning Case Z-215  
 Notification Map  
 Notification List  
 Additional Information

Director's Review: _____ City Manager's Review: _____
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# COMMUNITY DEVELOPMENT STAFF REPORT

<b>MEETING DATE:</b>	November 2, 2015
<b>ACTION REQUESTED:</b>	Consider approval for a Special Use Permit to establish a church.
<b>PROPERTY DESCRIPTION:</b>	3214 W. Park Row Drive, Lot2, Block 1, Of Park Row West Addition of the A.L.S. Land Survey, Pantego, Tarrant County, Texas.
<b>PROPERTY OWNER:</b>	Longtechsfa Holdings, LTD, a Texas Limited Partnership
<b>APPLICANT:</b>	Mohammed Autwi
<b>CURRENT ZONING:</b>	C-2 Commercial District
<b>SURROUNDING ZONING/LAND USE</b>	North- Arlington – Church of Christ West- C-2 Commercial Zoning District-Commercial Office/Retail East- C-2-Commercial Zoning District-Commercial Office/Retail South-R-1 Residential Homes
<b>REQUESTED VARIANCES:</b>	None
<b>ANALYSIS:</b>	The Special Use Permit, applied for is requesting permission to establish a Church at 3214 W. Park Row. The Church expects approximately 20 to 25 people primarily on Friday's and Saturday's. The property has 56 available parking spaces and the church will require a maximum of 6 spaces.
<b>SPECIAL USE PERMIT CONSIDERATIONS:</b>	<p>The Town of Pantego Zoning Ordinance states the following considerations that the Planning and Zoning Commission and Town Council should consider prior to approval of a special use permit:</p> <ol style="list-style-type: none"> <li>(1) The proposed use complies with all the requirements of the zoning district in which the special use permit is located;</li> <li>(2) The proposed use as located and configured will contribute to or promote the general welfare and convenience of the Town;</li> <li>(3) The benefits that the town gains from the proposed use outweigh the loss of or damage to any homes, businesses, natural resources, agricultural lands, historical or cultural landmarks or sites, wildlife habitats, parks, or natural, scenic, or historical features of significance, and outweigh the personal and economic cost of any disruption to the lives, business and property of individuals affected by the proposed use;</li> <li>(4) Adequate utilities, road access, drainage and other necessary supporting facilities have been or shall be provided;</li> <li>(5) The design, location and arrangement of all public and private streets, driveways, parking spaces, entrances and exits shall provide for a safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;</li> </ol>

- (6) The issuance of the special use permit does not impede the normal and orderly development and improvement of neighboring vacant property;
- (7) The location, nature and height of buildings, structures, walls and fences are not out of scale with the neighborhood;
- (8) The proposed use will be compatible with and not injurious to the use and enjoyment of neighboring property, nor significantly diminish or impair property values within the vicinity;
- (9) Adequate nuisance prevention measures have been or shall be taken to prevent or control offensive odors, fumes, dust, noise, vibration and visual blight;
- (10) Sufficient on-site lighting is provided for adequate safety of patrons, employees and property and such lighting is adequately shielded or directed so as not to disturb or adversely affect neighboring properties;
- (11) There is sufficient landscaping and screening to ensure harmony and compatibility with adjacent properties;
- (12) The proposed operation is consistent with the applicant's submitted plans, master plans, projections, or where inconsistencies exist, the benefits to the community outweigh the costs;
- (13) The proposed use is in accordance with the Town's comprehensive plan.

**RECOMMENDED  
ACTIONS:**

The Planning and Zoning Commission has the following options when considering a Special Use Permit application:

- Recommend approval as submitted;
- Recommend approval with conditions;
- Table to specific date with clarification of intent and purpose; or
- Recommend denial of application.

**STAFF  
RECOMMENDATION:**

Staff recommends approval of this Special Use Permit with the following conditions:

- The noise level shall not be of any nuisance to the residents to the South.
- Any changes to the existing building must be permitted and if any remodeling done above 50% may be subject to sprinkling the whole building.
- The special use permit shall expire in two (2) years or change of ownership.
- They shall have a maximum occupancy load of 280 persons.



Town of Pantego  
1614 S Bowen Rd., Pantego, TX 76013  
info@townofpantego.com  
(or) 817-617-3700

### APPLICATION FOR A SPECIAL USE PERMIT

#### APPLICANT

If applicant is NOT owner of property, Agent Authorization Form must be completed.

Name: AHMADIYYA MUSLIM COMMUNITY OF FORT WORTH Date: 9/30/15

Address: 6017 BLAZING STAR DR  
Street Address

FORT WORTH TX 76179  
City State Zip

Phone: 817 932 0659 Email: mantwi1@yahoo.com

Applicant Status:  Owner  Tenant  Purchaser  Other

#### PROPERTY DEVELOPMENT INFORMATION

Address: 3214 W. PARK ROW DRIVE, ARLINGTON TX 76013

Legal Description:  
 Property is subdivided: Addition: \_\_\_\_\_  
Lot: \_\_\_\_\_ Block: \_\_\_\_\_  
 Property is not subdivided: Survey: \_\_\_\_\_  
Abstract#: \_\_\_\_\_ Tract: \_\_\_\_\_

Existing Classification: OFFICE BUILDING

Developer: _____	Agent: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone/Fax: _____	Phone/Fax: _____
Surveyor: _____	Engineer: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone/Fax: _____	Phone/Fax: _____

Present use of the property: office

Proposed use of the property: church / Place of worship

Status of development plans:  None  Site Plans Complete  Building Plans Complete



ACKNOWLEDGMENTS

I certify that the above information is correct and complete to the best of my knowledge and ability and that I am now or will be fully prepared to present the above proposal at the Planning and Zoning Commission hearing thereon. I understand that if any of the above information is found to be wrong or inaccurate that my application may be removed from consideration prior to the time the application is voted upon by the governing body of the Town. I further acknowledge that attesting to inaccurate or false information on this zoning application can result in conviction of a misdemeanor and fine not to exceed \$2,000.

I understand that in the event the undersigned is not present or represented at the public hearing the Planning and Zoning Commission shall have the power to dismiss this proposal either at the call of the case or after hearing, and such dismissal shall constitute a denial by both the Planning and Zoning Commission and the Town Council.

I reserve the right to withdraw this proposal at any time, except during notice periods, upon written request filed with the Town Secretary, and such withdrawal shall immediately stop all proceedings thereon; provided, however, withdrawal filed at any time after the giving of notice of the Planning and Zoning Commission hearing shall constitute a denial by the Commission and the Town Council. I understand that the filing fee is not refundable upon withdrawal of the proposal.

Applicant: Mohammed Butus Date: 10/1/15

State of Texas )  
County of Tarrant

Sworn and subscribed before me the undersigned notary public this the 1<sup>st</sup> day of October 20 15.

Sheila D. Sherman  
Notary Public



Commission Expires:  
Seal:

OFFICE USE ONLY

Application Checklist:

- Complete application form
- Agent Authorization Form (if necessary)
- Application Fee
- Site Plan
- Additional Submittals Information

Application accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Checked for completeness: \_\_\_\_\_ Fee Paid: \_\_\_\_\_ Receipt No.: \_\_\_\_\_

Remarks: \_\_\_\_\_

Set for P&Z: \_\_\_\_\_ Set for Council: \_\_\_\_\_



## ADDITIONAL SUBMITTAL INFORMATION

- Any final environmental assessment and/or final environmental impact statement that may be required pursuant to state or federal statutes
- Copies of studies or analyses upon which have been based projections for need or demand for the proposed facility
- Copies of studies or analysis upon which alternatives have been considered and evaluated
- Description of present use, assessed value & actual value of the land affected by the proposed facility
- Description of the proposed use, anticipated assessed value and supporting documentation
- Description of any long term plans or master plan for the future use or development of the property
- Description of the applicant's ability to obtain needed easements to serve the proposed use
- Description of the type, feasibility and cost of any proposed mitigation necessary to make the proposed use compatible with current and future land use patterns
- Description of any special construction requirements that may be necessary for any construction or development on the subject property
- If the proposed use will result in a significant increase in traffic, a traffic impact analysis prepared by a certified professional engineer qualified in the field of traffic engineering and forecasting
- A noise management plan detailing the projected noise produced by the proposed use, including, but not limited to, the projected noise volume and duration, and the noise mitigation measures proposed to be implemented

Submit Form Via E-mail to [info@townofpantego.com](mailto:info@townofpantego.com) or Fax to (817) 265-1375



File Number 3103-694-1



*To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

AHMADIYYA MOVEMENT IN ISLAM, INC., U.S.A., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 14, 1948, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



*In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 20TH day of SEPTEMBER A.D. 2013 .*

*Jesse White*

Authentication #: 1326302120

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

AHMADIYYA MOVEMENT IN ISLAM INC  
15000 GOOD HOPE RD  
SILVER SPRING MD 20905-4120

004042

Employer Identification Number: 52-6054158  
Person to Contact: Ms. Yates  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 25, 2009, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in MAY 1950.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(i).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Michele M. Sullivan, Oper. Mgr.  
Accounts Management Operations I



TEXAS ASSOCIATION OF REALTORS®  
COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED  
©Texas Association of REALTORS®, Inc. 2014

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: LONGTECHSFA HOLDINGS LTD, a Texas Limited Partnership

Address: 4306 Enchanted Oaks Drive, Arlington, TX 76016

Phone: (817) 343-3857

Fax: \_\_\_\_\_

E-mail: michaelcramer43@gmail.com

Other: \_\_\_\_\_

Buyer: Ahmadiyya Muslim Community of Fort Worth

Address: 6017 Blazing Star Dr., Fort Worth, Texas 76179

Phone: 817-932-0659 cell

E-mail: mantwil@yahoo.com

Other: 817-306-7485 home phone

2. PROPERTY:

A. "Property" means that real property situated in Tarrant County, Texas at 3214 West Park Row Drive (address) and that is legally described on the attached Exhibit n/a or as follows: Park Row West Addition Block 1 Lot 2 Pantego, Tarrant County, Texas

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: none

~~Any personal property not included in the sale must be removed by Seller prior to closing.~~

*(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)*

*(If mineral rights are to be reserved an appropriate addendum should be attached.)*

*(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)*

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

- A. Cash portion payable by Buyer at closing ..... \$ 475,000.00
- B. Sum of all financing described in Paragraph 4 ..... \$ \_\_\_\_\_
- C. Sales price (sum of 3A and 3B) ..... \$ 475,000.00

(TAR-1801) 4-1-14

Initialed for Identification by Seller MJC

and Buyer MA (P)

Commercial Contract - Improved Property concerning 3214 West Park Row Drive

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. **Third Party Financing:** One or more third party loans in the total amount of \$ \_\_\_\_\_ . This contract:
- (1) is not contingent upon Buyer obtaining third party financing.
- (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ \_\_\_\_\_ .
- C. **Seller Financing:** The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ \_\_\_\_\_ .

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ 10,000.00 as earnest money with Lawyers Title (title company) at 1400 W. Abram Street Arlington 76013 (address) Martha Cunningham (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ \_\_\_\_\_ with the title company to be made part of the earnest money on or before:
- (i) \_\_\_\_\_ days after Buyer's right to terminate under Paragraph 7B expires; or
- (ii) \_\_\_\_\_ .
- Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. **TITLE POLICY, SURVEY, AND UCC SEARCH:**

A. **Title Policy:**

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- (a) will not be amended or deleted from the title policy.
- (b) will be amended to read "shortages in areas" at the expense of  Buyer  Seller.
- (3) Within 14 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

Commercial Contract - Improved Property concerning 3214 West Park Row Drive

B. Survey: Within 7 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \_\_\_\_\_ (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. ~~If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller \_\_\_\_\_ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.~~

C. UCC Search:

- (1) Within \_\_\_\_\_ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 7 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

Commercial Contract - Improved Property concerning 3214 West Park Row Drive

## 7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: no completions or repairs required by Seller. BUYER IS PURCHASING THE PROPERTY "AS IS"

B. Feasibility Period: Buyer may terminate this contract for any reason within 69 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 150.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller, upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Not later than 3 days after the effective date, Buyer must pay Seller \$ \_\_\_\_\_ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to timely pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

### C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

### D. Property Information:

(1) Delivery of Property Information: Within n/a days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

(TAR-1801) 4-1-14

Initialed for Identification by Seller mr and Buyer [Signature]

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LONGTECHUSA

Commercial Contract - Improved Property concerning 3214 West Park Row Drive

- (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- (g) copies of all current warranties and guaranties relating to all or part of the Property;
- (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- (j) a copy of the "as-built" plans and specifications and plat of the Property;
- (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- (l) a copy of Seller's income and expense statement for the Property from \_\_\_\_\_ to \_\_\_\_\_;
- (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (n) real & personal property tax statements for the Property for the previous 2 calendar years; and
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from \_\_\_\_\_ to \_\_\_\_\_; and
- (p) \_\_\_\_\_ ; and

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*
- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
  - (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
  - (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.
- This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

## 8. LEASES:

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
- (1) any failure by Seller to comply with Seller's obligations under the leases;

(TAR-1801) 4-1-14

Initialed for Identification by Seller MR and Buyer R  
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Commercial Contract - Improved Property concerning 3214 West Park Row Drive

- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within n/a days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than \_\_\_\_\_ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Aubrey Keal Commercial  
Real Estate LLC

Cooperating Broker: Transwestern

Agent: David Keal

Agent: Frank Jester

Address: 325 South Mesquite Street #102  
Arlington, Texas 76010

Address: 777 Main Street #1100  
Fort Worth, Texas 76102

Phone & Fax: (817)261-1048 (872)611-040

Phone & Fax: (817)877-4433 (817)870-2826

E-mail: kealreal@flash.net

E-mail: Frank.Jester@transwestern.com

License No.: 0601690

License No.: \_\_\_\_\_

- Principal Broker: (Check only one box.)
- represents Seller only.
  - represents Buyer only.
  - is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. **Fees:** (Check only (1) or (2) below.)  
 (Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:  
 3.000 % of the sales price.  
 \_\_\_\_\_

Cooperating Broker a total cash fee of:  
 3.000 % of the sales price.  
 \_\_\_\_\_

The cash fees will be paid in Tarrant County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

Commercial Contract - Improved Property concerning 3214 West Park Row Drive

*NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.*

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

#### 10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1)  \_\_\_\_\_ days after the expiration of the feasibility period.  
 December 15, 2015 (specific date).  
 \_\_\_\_\_
  - (2) 7 days after objections made under Paragraph 6D have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a  general  special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
  - (2) without any assumed loans in default; and
  - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
  - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
  - (3) an assignment of all leases to or on the Property;
  - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
    - (a) licenses and permits;
    - (b) maintenance, management, and other contracts; and
    - (c) warranties and guaranties;
  - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
  - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
  - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
  - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
  - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
  - (3) sign and send to each tenant in the Property a written statement that:
    - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
    - (b) specifies the exact dollar amount of the security deposit;

Commercial Contract - Improved Property concerning

3214 West Park Row Drive

- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. **POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. **SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

A. Any personal property not included in the sale must be removed by Seller within 14 days after closing and funding.

B. The closing of this contract by Buyer is subject to Buyer obtaining a Special Use Permit by the Town of Pantego for Buyer's intended use on or before November 23, 2015.

C. **EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is OCTOBER 2, 2015.

D. The current tenant occupying the two northeast offices in the building shall have 30 days after closing to move out.

### 13. SALES EXPENSES:

A. **Seller's Expenses:** Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. **Buyer's Expenses:** Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract.

(TAR-1801) 4-1-14

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Commercial Contract - Improved Property concerning 3214 West Park Row Drive

#### 14. PRORATIONS:

##### A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

#### 15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or  
(Check if applicable)

enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

#### 16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

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Commercial Contract - Improved Property concerning 3214 West Park Row Drive

feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

**19. MATERIAL FACTS:** To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (10) any material physical defects in the improvements on the Property; or
  - (11) any condition on the Property that violates any law or ordinance.

*(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)*

**20. NOTICES:** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

**21. DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

Commercial Contract - Improved Property concerning 3214 West Park Row Drive

- D. Addenda which are part of this contract are: *(Check all that apply.)*
- (1) Property Description Exhibit Identified in Paragraph 2;
  - (2) Commercial Contract Condominium Addendum (TAR-1930);
  - (3) Commercial Contract Financing Addendum (TAR-1931);
  - (4) Commercial Property Condition Statement (TAR-1408);
  - (5) Commercial Contract Addendum for Special Provisions (TAR-1940);
  - (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
  - (7) Notice to Purchaser of Real Property In a Water District (MUD);
  - (8) Addendum for Coastal Area Property (TAR-1915);
  - (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
  - (10) Information About Brokerage Services (TAR-2501); and
  - (11) Addendum for Reservation of Oil, Gas and Other Minerals

*(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)*

- E. Buyer  may  may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. **TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. **EFFECTIVE DATE:** ~~The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.~~

25. **ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.

(TAR-1801) 4-1-14

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Commercial Contract - Improved Property concerning 3214 West Park Row Drive

- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

26. **CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on \_\_\_\_\_, the offer will lapse and become null and void.

**READ THIS CONTRACT CAREFULLY.** The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

LONGTECHSFA HOLDINGS LTD, a Texas  
Seller: Limited Partnership

Ahmadiyya Muslim Community of Fort  
Buyer: Worth

By: ~~Michael J. Cramer~~  
By (signature): Michael J. Cramer  
Printed Name: MICHAEL J. CRAMER  
Title: MEMBER

By: \_\_\_\_\_  
By (signature): Mohammed Atwi  
Printed Name: Mohammed Atwi  
Title: President

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature): Rashid Q. Audley  
Printed Name: RASHID Q. AUDLEY  
Title: SEC. Property





PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS

11-18-14

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

3214 W. Park Row Drive

Pantego, Texas

(Street Address and City)

NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.

A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.

B. Subject to Section C below, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):

[X] (1) Seller reserves all of the Mineral Estate owned by Seller.

[ ] (2) Seller reserves an undivided \_\_\_\_\_ interest in the Mineral Estate owned by Seller. NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.

C. Seller [ ] does [X] does not reserve and retain implied rights of ingress and egress and of reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. NOTE: Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral lessees) will NOT be affected by Seller's selection. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.

D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the contact information of any existing mineral lessee known to Seller.

IMPORTANT NOTICE: The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate. If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensees from giving legal advice. READ THIS FORM CAREFULLY.

Buyer Ahmadiyya Muslim Community of

Seller LONGTECHSFA HOLDINGS LLC

Muhammad Anwar

Michail J. Gamm

Buyer

Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188. 512-938-3000 (http://www.trec.texas.gov) TREC No. 44-2. This form replaces TREC No. 44-1.

TAR 1905

Aubrey Keal/Commercial RE 135 S Mesquite Arlington, TX 76010

David Keal

Phone (817)261-1048

Fax

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TREC NO. 44-2

LONGTECHSFA

## ABOUT US

# Ahmadiyya Muslim Community

Details Category: Misc Published on Monday, 06 April 2009 20:31

The Ahmadiyya Muslim Community is a dynamic, fast growing international revival movement within Islam. Founded in 1889, the Ahmadiyya Muslim Community spans over 190 countries with membership exceeding tens of millions. The Ahmadiyya Muslim Community USA, established in 1921, is the first American-Muslim organization. Its journal, *The Muslim Sunrise*, is among the earliest and longest running American-Muslim periodicals.

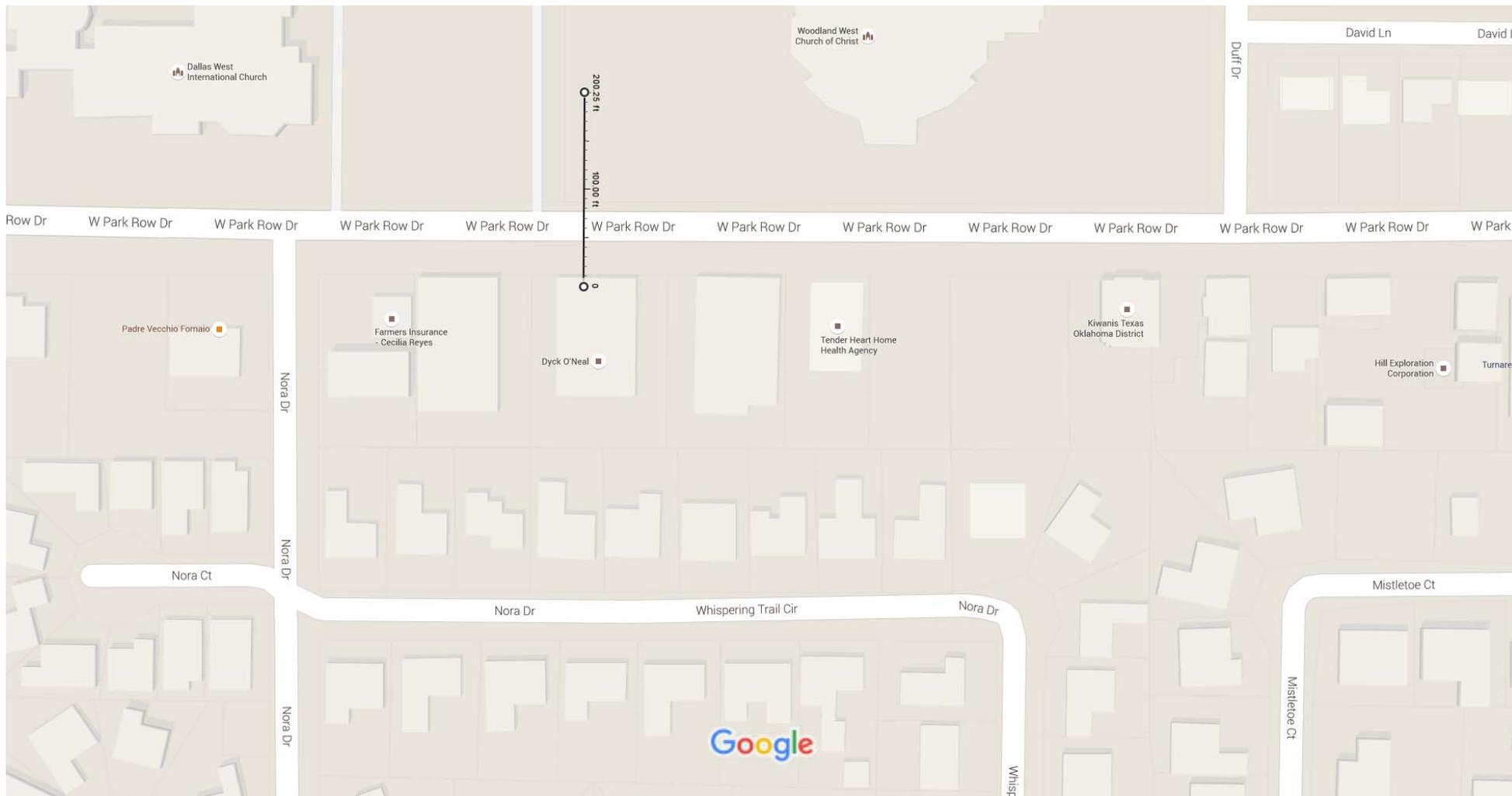
The Ahmadiyya Muslim Community is the only Islamic organization to believe that the long-awaited messiah has come in the person of Mirza Ghulam Ahmad<sup>as</sup> (1835-1908) of Qadian. Ahmad<sup>as</sup> claimed to be the metaphorical second coming of Jesus<sup>as</sup> of Nazareth and the divine guide, whose advent was foretold by the Prophet of Islam, Muhammad<sup>sa</sup>. The Ahmadiyya Muslim Community believes that God sent Ahmad<sup>as</sup>, like Jesus<sup>as</sup>, to end religious wars, condemn bloodshed and reinstitute morality, justice and peace. Ahmad's<sup>as</sup> advent has brought about an unprecedented era of Islamic revival. He divested Islam of fanatical beliefs and practices by vigorously championing Islam's true and essential teachings. He also recognized the noble teachings of the great religious founders and saints, including Zoroaster<sup>as</sup>, Abraham<sup>as</sup>, Moses<sup>as</sup>, Jesus<sup>as</sup>, Krishna<sup>as</sup>, Buddha<sup>as</sup>, Confucius<sup>as</sup>, Lao Tzu and Guru Nanak, and explained how such teachings converged into the one true Islam.

The Ahmadiyya Muslim Community is the leading Islamic organization to categorically reject terrorism in any form. Over a century ago, Ahmad<sup>as</sup> emphatically declared that an aggressive "jihad by the sword" has no place in Islam. In its place, he taught his followers to wage a bloodless, intellectual "jihad of the pen" to defend Islam. To this end, Ahmad<sup>as</sup> penned over 80 books and tens of thousands of letters, delivered hundreds of lectures, and engaged in scores of public debates. His rigorous and rational defenses of Islam unsettled conventional Muslim thinking. As part of its effort to revive Islam, the Ahmadiyya Muslim Community continues to spread Ahmad's<sup>as</sup> teachings of moderation and restraint in the face of bitter opposition from the Muslim world.

Similarly, the Ahmadiyya Muslim Community is the only Islamic organization to endorse a separation of mosque and state. Over a century ago, Ahmad<sup>as</sup> taught his followers to protect the sanctity of both religion and government by becoming righteous souls as well as loyal citizens. He cautioned against irrational interpretations of Quranic pronouncements and misapplications of Islamic law. He continually voiced his concerns over protecting the rights of God's creatures. Today, the Ahmadiyya Muslim Community continues to be an advocate for universal human rights and protections for religious and other minorities. It champions the empowerment and education of women. Its members are among the most law-abiding, educated, and engaged Muslims in the world.

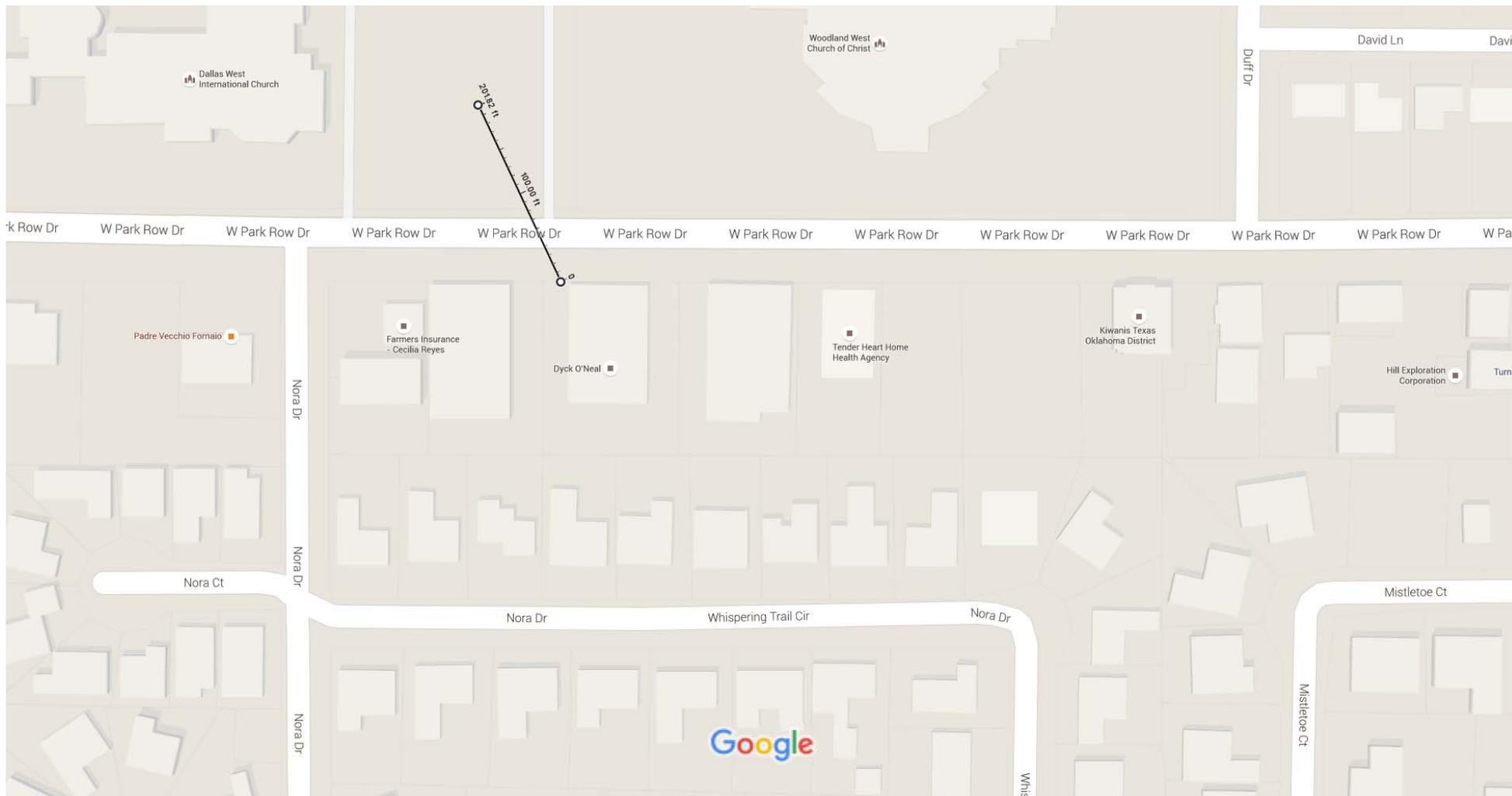
The Ahmadiyya Muslim Community is the foremost Islamic organization with a central spiritual leader. Over a century ago, Ahmad<sup>as</sup> reminded his followers of God's promise to safeguard the message of Islam through *khilafat* (the spiritual institution of successorship to prophethood). The Ahmadiyya Muslim Community believes that only spiritual successorship can uphold the true values of Islam and unite humanity. Five spiritual leaders have succeeded Ahmad<sup>as</sup> since his demise in 1908. The Ahmadiyya Muslim Community's fifth and current spiritual head, Mirza Masroor Ahmad, resides in the United Kingdom. Under the leadership of its spiritual successors, the Ahmadiyya Muslim Community has now built over 15,000 mosques, over 500 schools, and over 30 hospitals. It has translated the Holy Quran into over 60 languages. It propagates the true teachings of Islam and the message of peace and tolerance through a twenty-four hour satellite television channel (MTA), the Internet ([alislam.org](http://alislam.org)) and print (Islam International Publications). It has been at the forefront of disaster relief in the United States and worldwide through an independent charitable organization, Humanity First.

*Media note: The name Muhammad, the Prophet of Islam, is followed by the symbol "sa," an abbreviation for the traditional salutation "may peace and blessings of Allah be upon him." The names of other prophets and messengers are followed by the symbol "as," an abbreviation for the traditional salutation "on whom be peace."*



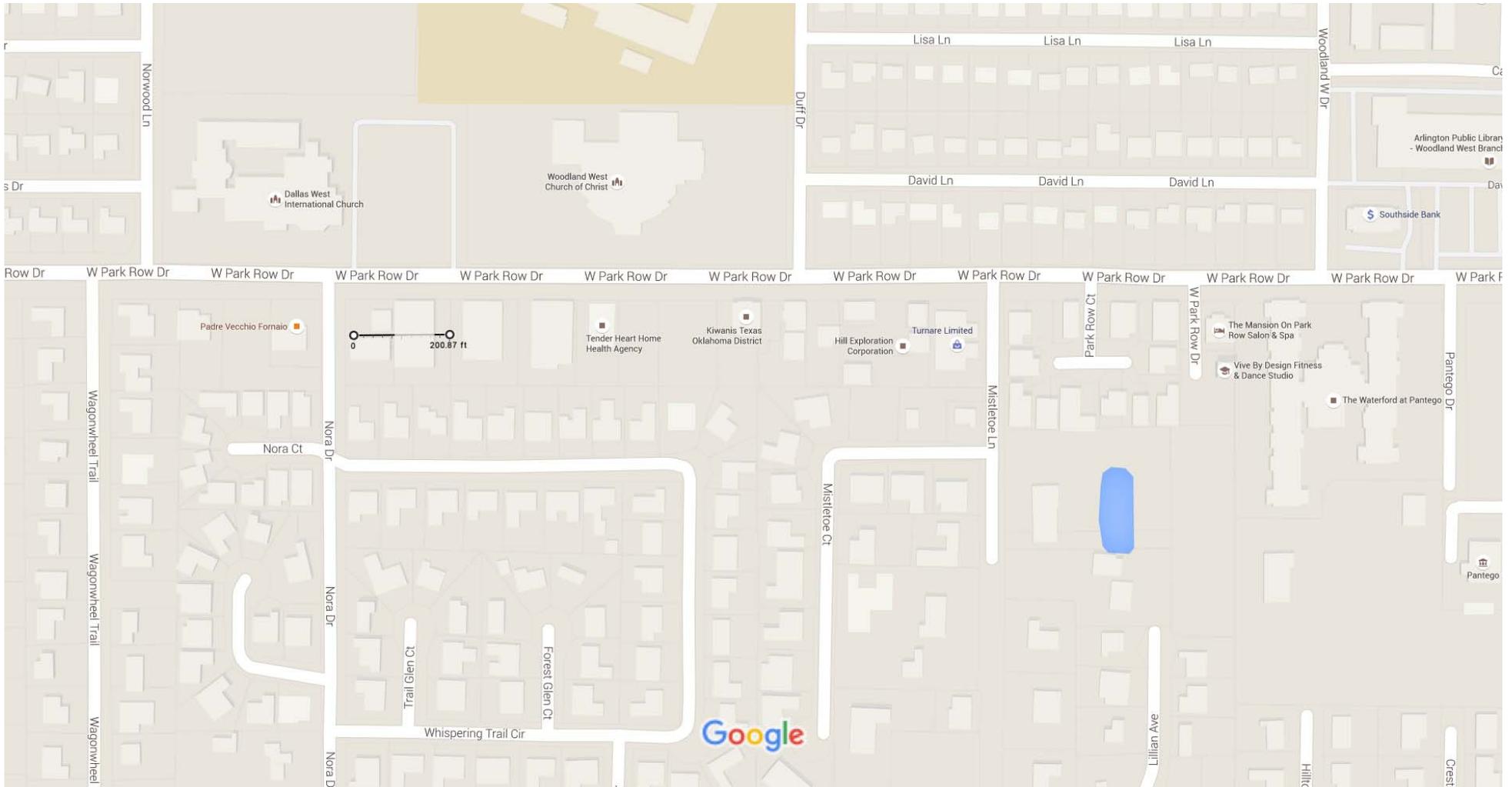
Map data ©2015 Google 50 ft

Measure distance  
Total distance: 200.25 ft (61.04 m)



Map data ©2015 Google 50 ft

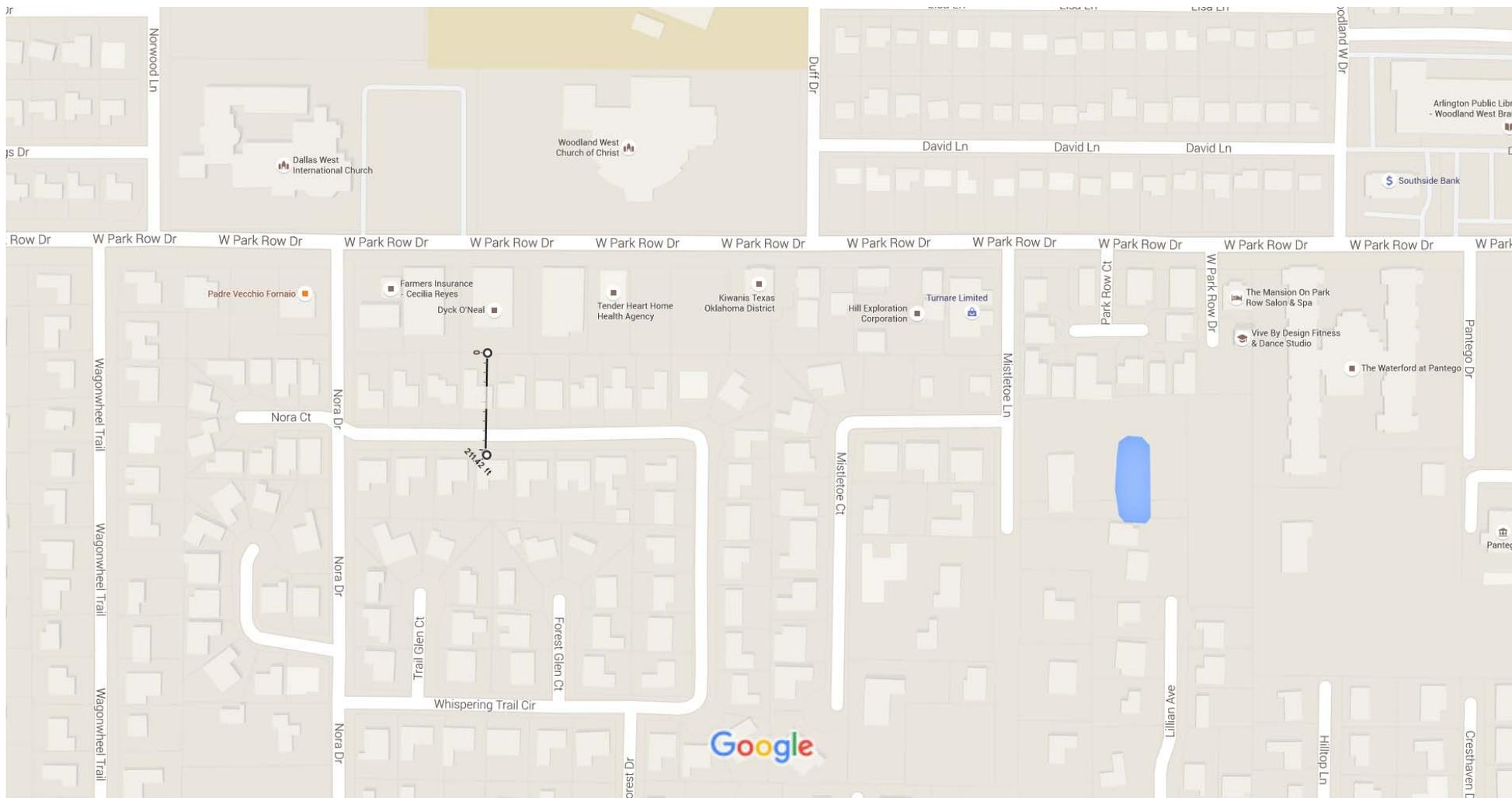
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Map data ©2015 Google 100 ft

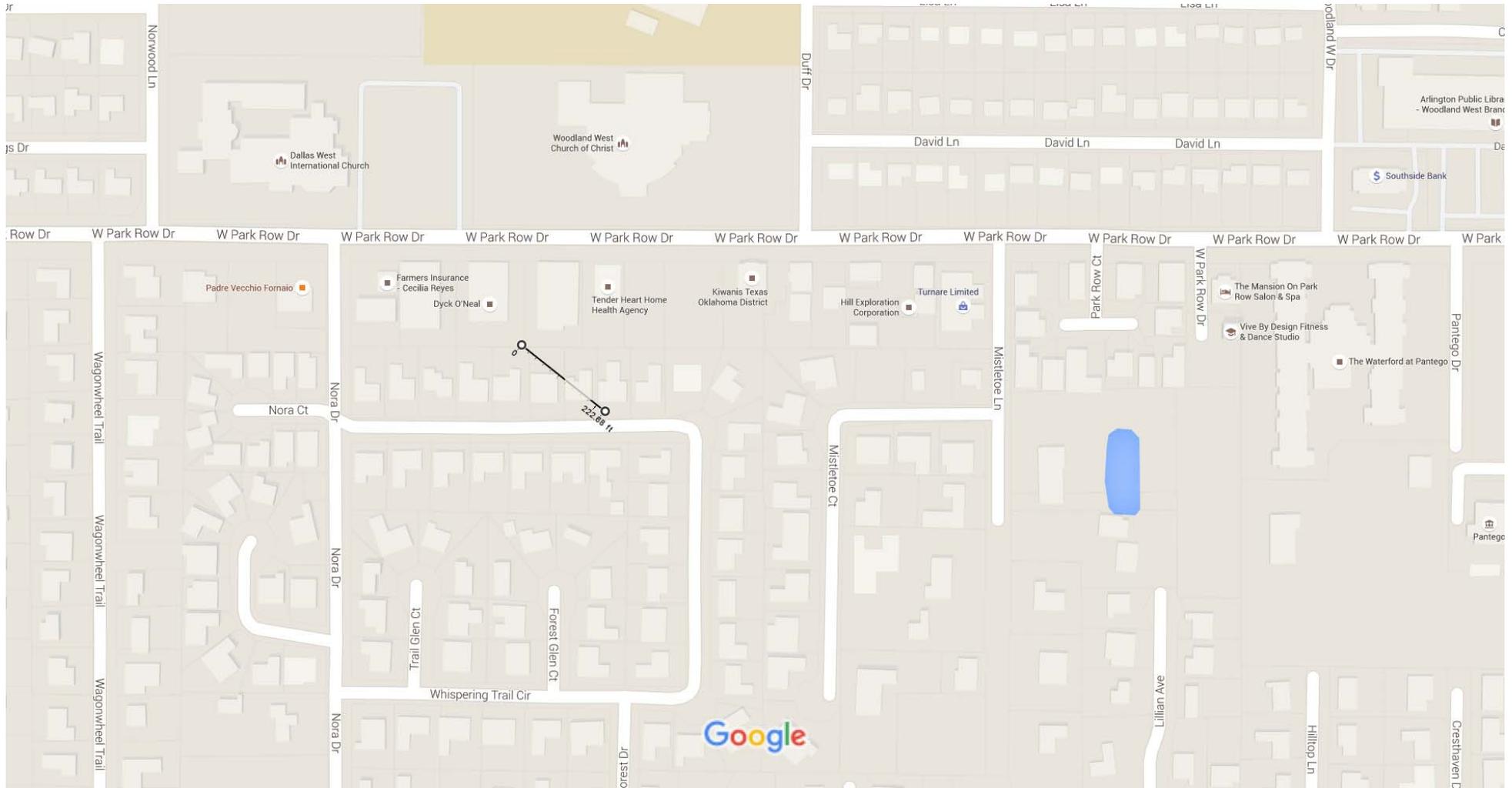
Measure distance  
Total distance: 200.87 ft (61.23 m)





Map data ©2015 Google 100 ft

Measure distance  
Total distance: 211.42 ft (64.44 m)



Map data ©2015 Google 100 ft

Measure distance  
Total distance: 222.68 ft (67.87 m)



Notification List Z-215					
Name	Address	City	State	Zip Code	Adtl. Address
Dallas West International Church	3321 W. Park Row Dr	Arlington	TX	76013	281077
Woodland West Church of Christ	3101 W. Park Row DR	Arlington	TX	76013	281085
Newport Inv LLC	2101 Bay Cove CT	Arlington	TX	76013	3216 W. Park Row
Reyes, Orlando	3220 W Park Row Dr.	Pantego	TX	76013	10661379
The Prayer Room	1503 Nora Dr	Pantego	TX	76013	4184408
Hitchcock, Ovetta	2733 Whispering Trail Cr,	Pantego	TX	76013	1048198
Brown, James	2735 Whispering Trail Cr	Pantego	TX	76013	1048171
Gault, Frank M	2731 Whispering Trail Cr	Pantego	TX	76013	1048201
Williams, Jason	2729 Whispering Trail Cr.	Pantego	TX	76013	1048228
Smith, Noah	2727 Whispering Trail Cr.	Pantego	TX	76013	1048236
Mikus, Jeanette	2725 Whispering Trail Cr.	Pantego	TX	76013	1048244
Chaplin, Robert	2720 Whispering Trail Cr.	Pantego	TX	76013	1048139
Maddux, Bobby	2723 WhisperingTrail Cr.	Pantego	TX	76013	1048252
All Seasons Enterprises Inc	3212 W. Park Row Dr.	Pantego	TX	76013	11652454
3TS Tender Heart LP	3210 W. Park Row Dr.	Pantego	TX	76013	4184297
Farshchian, Iraj	3212 W Park Row Dr	Pantego	TX	76013	2133962
McClain, Louis	2722 Whispering Trail	Pantego	TX	76013	
Trinity United Methodist Church	3321 W. Park Row Dr	Pantego	TX	76013	
Rhodes, Benjamin	2726 Whispering Trail	Pantego	TX	76013	
Forges, John & Lannie	2724 Whispering Trail	Pantego	TX	76013	