



AGENDA
PLANNING AND ZONING COMMISSION
TUESDAY,
JULY 5, 2016

AMENDED

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

SPECIAL SESSION 7:00 P.M.
CALL TO ORDER AND GENERAL COMMENTS
INVOCATION
PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Approval of Planning and Zoning Minutes:
 - June 6, 2016

NEW BUSINESS

2. Public Hearing, review, and consider action on zoning case Z-226, a proposed special use permit as requested by Church Of God 7th Day Arlington to establish a church at 3601 Smith Barry Road, Lot 4, Block 1 of the Pantego Square Addition, Pantego, Tarrant County, Texas. The property is generally located on the west side of Smith Barry Road between Wagonwheel Trail and Marathon Street.

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, July 1, 2016 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.


Julie Arrington, 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) 617-3702.

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.



PLANNING AND ZONING COMMISSION

AGENDA BACKGROUND

AGENDA ITEM: Approval of Planning and Zoning Commission Minutes from the June 6, 2016 meeting.

DATE: July 5, 2016

PRESENTER:

Jessie Hanks, Planning and Zoning Secretary

BACKGROUND:

Review and Consider action on Planning and Zoning Commission minutes for June 6, 2016.

RECOMMENDATION:

Staff recommends approval of the Planning and Zoning Commission Minutes for June 6, 2016 as written.

ATTACHMENTS:

Minutes for June 6, 2016 meeting.

Director's Review: _____ City Manager's Review: _____
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**Planning and Zoning Commission
Minutes June 6, 2016**

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 6th day of June 2016 with the following members present:

Stephen Smith	Chairman
John Kushma	Commissioner
Clifton Cassell	Commissioner
Jesse Howell	Commissioner
Victoria Roemmich	Commissioner

Constituting a quorum. The following staff members were present:

Matthew Fielder	City Manager
Dennis Jobe	Community Development Director
Jessie Hanks	Planning & Zoning Secretary

Also in attendance:

Don Surratt	Councilmember
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(The following items were considered in accordance with the official agenda posted on the 3rd day of June 2016.)

REGULAR SESSION 7:00 P.M.

CALL TO ORDER AND GENERAL COMMENTS

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

PLEDGE OF ALLEGIANCE

Invocation led by Pastor Wayne Hutchinson which was followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

1. Approval of Planning and Zoning May 2, 2016 Minutes.

Commissioner Kushma made a motion to approve the minutes as written. Commissioner Roemmich seconded the motion.

The vote was as follows:
Ayes: Smith, Cassell, Kushma, Howell, and Roemmich.
Nays: None.
Abstentions: None.

Chairman Smith declared the motion passed unanimously.

NEW BUSINESS

2. Discuss and consider action on the appointment of Officers to the 2016-2017 P&Z Commission.

Commissioner Kushma made a motion to nominate Chairman Smith to remain Chairman for one more term. Commissioner Cassell seconded the motion.

**Planning and Zoning Commission
Minutes June 6, 2016**

The vote was as follows:

Ayes: Cassell, Kushma, Howell, and Roemmich.

Nays: None.

Abstentions: Smith.

Chairman Smith declared that motion passed with one abstention.

Chairman Smith made a motion to nominate Commissioner Howell as Vice Chairman. Commissioner Roemmich seconded the motion.

The vote was as follows:

Ayes: Smith, Cassell, Kushma, Howell, and Roemmich.

Nays: None.

Abstentions: None.

Chairman Smith declared that motion passed unanimously.

3. Discuss and direct staff on July P&Z meeting date.

The Commission discussed possible date selections to move the July meeting due to the holiday. It was confirmed that CRB agreed to move to the Fire Training room if July 5th was the selected day.

Chairman Smith made a motion to move the meeting to July 5th. Commissioner Roemmich seconded the motion.

The vote was as follows:

Ayes: Smith, Cassell, Kushma, Howell, and Roemmich.

Nays: None.

Abstentions: None.

Chairman Smith declared that motion passed unanimously.

4. Public Hearing, review, and consider action on zoning case Z-223, a proposed plat as requested by Charlie Price/ Development Corporation of Tarrant County for the property located at 2901 Smith Barry Road, Lots 17 & 18 of the Roosevelt Court addition, Pantego, Tarrant County, Texas. The property is generally located on the north side of Smith Barry Road between Roosevelt Drive and Silverleaf Drive.

Mr. Fielder informed the Commission the application was withdrawn due to the denial of a variance needed to move forward. Chairman Smith announced the withdrawal of this zoning case and confirmed there was no one in the audience to speak on this item.

5. Public Hearing, review, and consider action on zoning case Z-224, a proposed special use permit as requested by Wayne Hutchinson/ Restoring Faith Ministries to establish a church at 2106 W Pioneer Parkway, Lot 2 of the W.J. Barry addition, Pantego, Tarrant County, Texas. The property is generally located on the south side of Pioneer Parkway between Duluth Drive and Cornerstone Lane.

Chairman Smith read the caption for the record and opened the public hearing at 7:11 p.m.

The following speakers spoke in support of zoning case Z-224:

Wayne Hutchinson, 6000 Clearwater Dr. Apt 114, Arlington, TX 76011, stated he is the Pastor of Restoring Faith Ministries. He loves Pantego because it has a small town feel with big opportunities. He would like to use the ministry to make a big impact on the community. He informed the Commission services are held on Thursday at 7:00 p.m. and Sunday at 10:00 a.m.

Latrisha Hutchinson, 6000 Clearwater Dr. Apt 114, Arlington, TX 76011, informed the Commission her husband and her started the ministry not too long ago. They are a small ministry with about 10

**Planning and Zoning Commission
Minutes June 6, 2016**

to 15 members currently but they hope to grow. They love the location they are at in Pantego. She repeated the service times for the Commission.

No one spoke against zoning case Z-224.

Chairman Smith adjourned the public hearing at 7:14 p.m.

The Commission verified the church is currently an active ministry at this location in Pantego. The Commission questioned if the church was unaware of the SUP needed when they first moved in and how they found out they needed one. Mr. Hutchinson informed the Commission his landlord told him they needed an SUP although they had been operating for 3 months.

The Commission inquired about the congregation size, potential growth, and any outreach programs. Mr. Hutchinson stated the congregation is about 10 to 15 people currently and plans on growing as big as they can. They are currently growing by 1 family every 6 months. The church has no current outreach programs due to the size but would like to implement programs as they grow.

The Commission questioned staff if they had any concerns. Councilmember Surratt asked Mr. Hutchinson why he choose Pantego to establish his church. Mr. Hutchinson stated he loved the small town feel with big opportunity. He thought the area was perfect for a church and has a lot of potential. Mr. Jobe informed Mr. Hutchinson he would still need to go through the Certificate of Occupancy process if the SUP is approved.

Commissioner Howell made a motion to recommend approval of the special use permit for the church for a 3 year period. Commissioner Roemmich seconded the motion.

The vote was as follows:

Ayes: Smith, Cassell, Kushma, Howell, and Roemmich.

Nays: None.

Abstentions: None.

Chairman Smith declared that motion passed unanimously.

ADJOURNMENT

Chairman Smith declared the meeting adjourned at 7:20 p.m.

Stephen Smith, Chairman

ATTEST:

Jessie Hanks, Planning & Zoning Secretary



PLANNING AND ZONING COMMISSION

AGENDA BACKGROUND

AGENDA ITEM: Public Hearing, review, and consider action on zoning case Z-226, a proposed special use permit as requested by Church Of God 7th Day Arlington to establish a church at 3601 Smith Barry Road, Lot 4, Block 1 of the Pantego Square Addition, Pantego, Tarrant County, Texas. The property is generally located on the west side of Smith Barry Road between Wagonwheel Trail and Marathon Street.

DATE: July 5, 2016

PRESENTER:

Dennis Jobe, Community Development Director

BACKGROUND:

See Community Development Staff Report.

The Notice of Public Hearing was published on June 17, 2016 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.

ATTACHMENTS:

Community Development Staff Report
Application, Zoning Case Z-226
Notification Map
Notification List
Additional Information



COMMUNITY DEVELOPMENT STAFF REPORT

MEETING DATE: July 5, 2016

ACTION

REQUESTED: Consider approval and recommendation for Zoning case Z-226, a special use permit to establish a church, as requested by Church of God 7th Day Arlington

DESCRIPTION: 3601 Smithbarry Rd, Lot 4, Block 1 of the Pantego Square Addition, Pantego, Tarrant County, Texas.

PROPERTY

OWNER: Church of God 7th Day Arlington

APPLICANT: Church of God 7th Day Arlington

CURRENT ZONING: C-3 Commercial District

SURROUNDING

ZONING/LAND USE: North- R-5 Residential District
West- C-3 Commercial District
East- R-4 Residential District
South- C-3 Commercial District

REQUESTED

VARIANCES: No variance has been requested at this time.

ANALYSIS:

The Special Use Permit is requesting permission to establish a Church at 3601 Smithbarry Road. The Church has approximately 60- 75 people with services held on Friday from 7 p.m. to 9 p.m., Saturday from 11 a.m. to 2 p.m., and Sunday is open for special meetings.

RECOMMENDED

ACTIONS: The Planning and Zoning Commission has the following options when considering a Re-Zoning Case 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 as submitted.



APPLICATION FOR A SPECIAL USE PERMIT

APPLICANT If applicant is NOT owner of property, Agent Authority form must be completed.

Name: Church of God 7th Day Arlington Date: 5-16-2016

Address: 1901 Cancun
Street Address

Mansfield Tx 76063
City State Zip

Phone: 915 328-8182 Email: tavo_eagle@yahoo.com

Applicant Status: Owner Tenant Purchaser Other

PROPERTY DEVELOPMENT INFORMATION

Address: 3601 Smithberry Rd. Pantego

Legal Description:
 Property is subdivided: Addition: _____

Lot: _____ Block: _____

Property is not subdivided: Survey: _____

Abstract#: _____ Tract: _____

Existing Classification: Office / Commercial

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 lease space

Proposed use of the property: Church and office space

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.

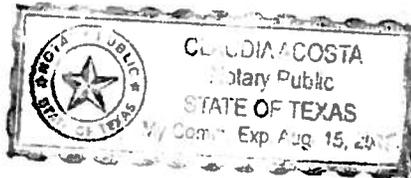
Applicant: Gustavo Salcido, Gustavo Salcido Date: 05-16-2016

State of Texas)
County of)

Sworn and subscribed before me the undersigned notary public this the 16 day of _____ 2016.

[Signature]
[Signature]

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



General Conference
Church of God (Seventh Day)

CAMINO VERDAD Y VIDA
Iglesia de Dios (7o día) 2222 Park Row Arlington, Texas 76010 Mfn.G.Salcido Cel.915-3288182

Dear City Council,

I'd like to introduce myself and our church, Church of God 7th Day Arlington. We are part of the Church of God 7th Day conference in Denver, CO. Our mission started in Arlington almost 10 years ago in the Hughley Arlington Recreation center with 15 adults. Since then, we have grown to a steady 75-100 members for the last 3 years. We have been leasing a church at 2200 E. Park Row in Arlington for the past 8 years and finally, our members decided it was time for our own building. We looked at several locations, but the City of Pantego seemed to be the most logical centralized location to accommodate our members that live in Grand Prairie, Arlington, Mansfield, and Fort Worth.

A small group meets for prayer service on Friday evenings from 7:30-9:00PM. Our main services are held during the day on Saturday with a small group of 15-20 at 10:00 AM and our general service at 2:00 PM. Usually, we fellowship and have potluck or some type of refreshment after the service. The time we have service is outside of business hours of the neighboring buildings and will not interfere with their regular business activities. This is important to us, as we would like to keep the existing tenants and one side of our buildings as commercial lease space. There are no residential buildings within 200 feet from our building and do not believe this will disturb neighboring residents. All activities are over and building is vacated by 8:00 PM, unless there is an occasional special meeting or event. Sunday mornings are used to have business meetings or to complete projects in the building.

We are excited and looking forward to worship in your City and eventually reach out to the community. I am a Vietnam Veteran and school teacher of 25+ years, in addition to being a volunteer pastor for 20 years. I am looking forward to retiring as a teacher to concentrate fully on this church and my congregation. I pray you give us that opportunity.

Sincerely,

Gustavo Salcido, Pastor

Additional Information for Special Use Permit Application

Church of God 7th Day Arlington, currently meeting at 2222 E. Park Row Dr., Arlington, TX 76013

Mailing address: 1901 Cancun St., Mansfield, TX 76063

1. Size of Congregation: Our membership fluctuates between 60-75
2. Growth: We anticipate adding 3-5 members per year. We prefer to keep a small group and expand by opening an additional location once we are close to capacity.
3. Days and Hours of Operation:
 - Friday Prayer service from 7:00 PM -9:00 PM
 - Saturday 11:00 AM and 2:00 PM
 - Sunday Open for Special Meetings
4. Seating Arrangement: Stackable chairs
5. Noise Management: We use electronic instruments during our 2:00 Saturday service, which allows us to control and adjust sound and control it in the building. Worship will occur in the south building that is more than 200 feet from any residential homes and outside of business hours.
6. Traffic Impact: We do not anticipate this change to impact traffic in the area. Our services are after business hours and will not interfere with adjacent businesses.
7. Parking: Attached is a shared parking agreement that allows sufficient parking space during service hours.
8. Outdoor Lighting: Current lighting is adequate for the building. We will ensure proper function
9. Outdoor Events: There are occasional events like garage sales or family cookouts that will be planned within city ordinances and regulations, if allowed.
10. Construction: We would like to remove walls within the south building to open the area for our worship center and add walls to the north side of the building for classrooms. See attached plans.
11. Restrooms: There are currently 2 restrooms in this building, which will remain.

DATE	DESCRIPTION

TENNANT REMODEL
3601 SMITH BARRY ROAD
PANTEGO, TEXAS

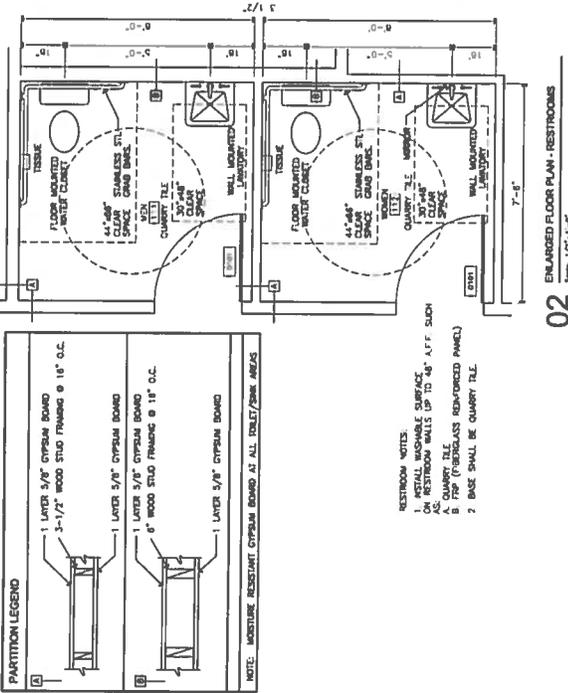


DEVELOPER
GENERAL CONTRACTOR

SHEET NAME
FLOOR PLAN
DOOR SCHEDULE
GEN. NOTES

DRAWN BY: O. G...
CHECKED BY: O. G...
PROJECT NO.: 13-PJ-2016
SCALE: 1/4" = 1'-0"
REVISED DATE:

A4



FLOOR PLAN GENERAL NOTES:

- IF ANY SUBSTITUTIONS ARE MADE TO THE MATERIALS AND EQUIPMENT, THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR ALL CORRECTIONS INCLUDING PERMITS, ALLOWANCES AND ELECTRICAL REWIRING.
- EMERGENCY EXCESS ILLUMINATION IS REQUIRED FOR EXIT CORRIDORS AND AT THE EXIT DISCHARGE ON THE OUTSIDE OF THE BUILDING.
- EXIT SIGNS ARE REQUIRED AT EXITS AND TACTILE EXIT SIGNS ON THE WALLS.
- ALL EXIT DOORS MUST SWING IN THE DIRECTION OF TRAVEL.
- ADDRESS NUMBERS, NEW AND EXISTING BUILDINGS SHALL HAVE APPROVED ADDRESS MARKERS, BUILDING NUMBERS, OR APPROVED ADDRESS MARKERS. NEW AND EXISTING BUILDINGS SHALL HAVE APPROVED ADDRESS MARKERS, BUILDING NUMBERS, OR APPROVED ADDRESS MARKERS. THESE MARKERS SHALL CONTRAST WITH THEIR BACKGROUND. ADDRESS MARKERS SHALL BE A MINIMUM OF 8 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.3 INCHES (12.7MM), IN ACCORDANCE WITH IFC SECTION 107.01.
- VERIFY ALL BUILDING DIMENSIONS PRIOR TO CONSTRUCTION.

DOOR SCHEDULE

DOOR NO.	DOOR SIZE	FIRE RATING	DOOR TYPE	DOOR MATERIAL	JAMB TYPE	FRAME MATERIAL	WIDTH	HEIGHT	REMARKS
D101	3'-0" x 6'-8" ± 1/4"	-	A	SOLID WOOD CORE	FOLLOW	5 3/4" 100-1 LEVEL HANDLE	3'-0"	6'-8"	SEE ENLARGED PLAN THIS SHEET

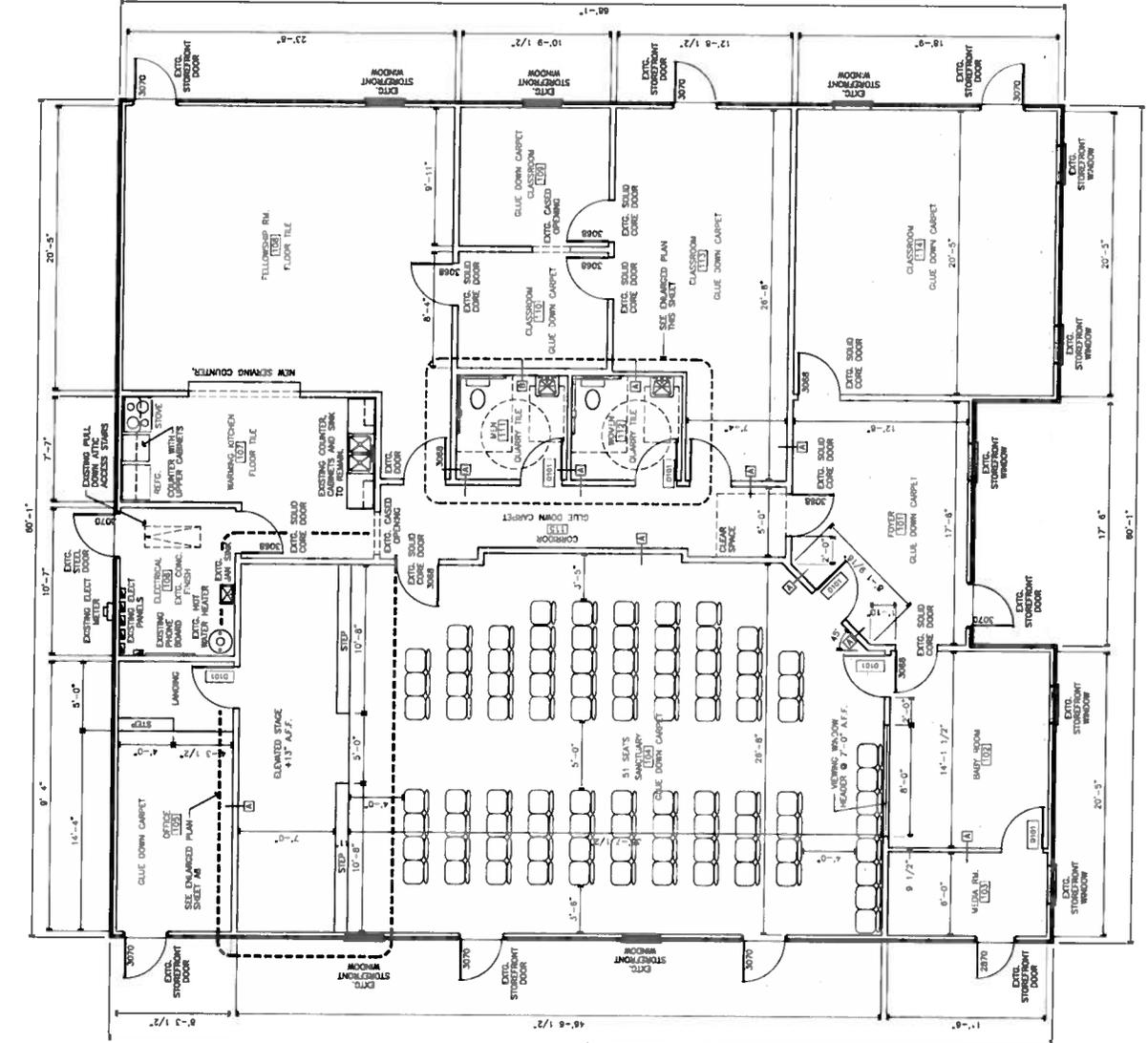
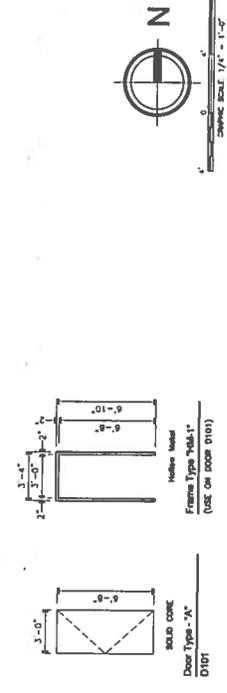
NOTES:

- DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES SHALL BE INSTALLED AT 34" MINIMUM AND 38" MAXIMUM.
- A REMAIN VISIBLE SIGN SHALL BE POSTED ON THE EXCESS SIDE ON OR ADJACENT TO THE DOOR STAGING. THE SIGN SHALL BE IN LETTERS OF 1 INCH (1") HIGH ON A CONTRASTING BACKGROUND.

EXISTING DOOR DESIGNATION:

3068
3069
3070

DOOR TYPES: "A"
D101

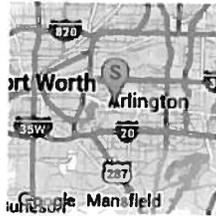


01 FLOOR PLAN
Scale: 1/4" = 1'-0"

making it convenient for you** Stay tuned to the TAD.org "News." link throughout the year ** Sign up for "e
View of Print PDF

Tarrant Appraisal District Real Estate 06/07/2016

Account Number: 02116502
Georeference: 31505-1-4
Property Location: 3601 SMITH BARRY RD, PANTEGO, 76013



Owner Information: CHURCH OF GOD 7TH DAY
 1901 CANCUN DR
 MANSFIELD TX 76063

8 Prior Owners

Legal Description: PANTEGO SQUARE
 Block: 1 Lot: 4
Taxing Jurisdictions: 019 TOWN OF PANTEGO
 220 TARRANT COUNTY
 901 ARLINGTON ISD
 224 TARRANT COUNTY HOSPITAL
 225 TARRANT COUNTY COLLEGE

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database

Proposed Values for Tax Year 2016

	Land	Impr	2016 Total ††
Market Value	\$0	\$0	\$0
Appraised Value †	\$0	\$0	\$0
Gross Building Area †††			5,364
Net Leasable Area †††			5,364
Land SqFt †			15,750
Land Acres †			0.3615

† Appraised value may be less than market value due to state-mandated limitations on value increases

†† A zero value indicates that the property record has not yet been completed for the indicated tax year

††† Rounded

† This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

5-Year Value History

Tax Year	Appraised Land	Appraised Impr	Appraised Total	Market Land	Market Impr	Market Total
2015	\$39,375	\$130,625	\$170,000	\$39,375	\$130,625	\$170,000
2014	\$39,375	\$130,625	\$170,000	\$39,375	\$130,625	\$170,000
2013	\$39,375	\$148,763	\$188,138	\$39,375	\$148,763	\$188,138
2012	\$39,375	\$195,225	\$234,600	\$39,375	\$195,225	\$234,600
2011	\$39,375	\$220,625	\$260,000	\$39,375	\$220,625	\$260,000

2016 Notice Sent:

Protest Deadline:

Exemptions:**Property Data:**

Deed Date: 12/21/2015
Deed Page:
Deed Volume:
Instrument: D215285543

State Code: F1 Commercial

TAD Map: 2102-380
MAPSCO: TAR-081U
Agent: PEYCO PROPERTIES INC

Appraisal Site: 80158013**Site Name:** NATIONWIDE/TRUCK DRIVER SCHOOL/

Class: Schools
of Parcels: 1

Primary Building:

Building Name: NATIONWIDE/TRUCK DRIVER SCHOOL
Building Type: Commercial
Year Built: 1980

making it convenient for you

© 1997 - 2016 Tarrant Appraisal District.

Coombs Land Surveying, Inc.
 P.O. Box 11370 Fort Worth, Texas 76110
 (817) 920-7600 (817) 920-7617 FAX
 CLS JOB No. 15-0126
 GF No. L7-2030-20000301500041-MC



*** NOTE ***
 ALL SUBJECT PROPERTY BOUNDARY LINE BEARINGS AND DISTANCES ARE PLAT & ACTUAL UNLESS OTHERWISE NOTED HEREON.

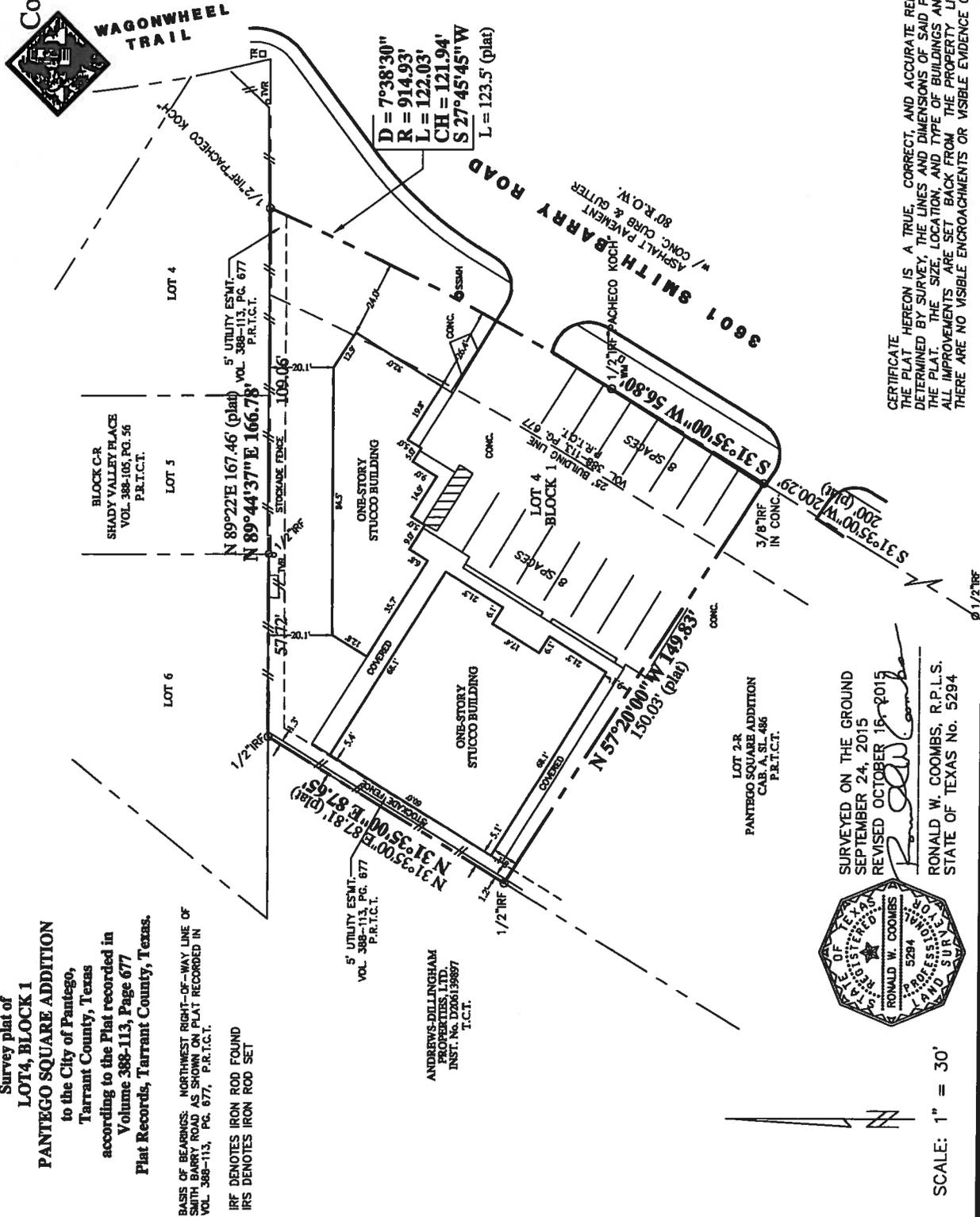
*** NOTE ***
 NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD BOUNDARY LINE ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR THE CITY OF PANTEGO, TARRANT COUNTY, TEXAS, COMMUNITY PANEL No. 484-39C0335 K, MAP REVISED SEPTEMBER 25, 2009

Survey plat of
LOT 4, BLOCK 1
PANTEGO SQUARE ADDITION
 to the City of Pantego,
 Tarrant County, Texas
 according to the Plat recorded in
 Volume 388-113, Page 677
 Plat Records, Tarrant County, Texas.

BASIS OF BEARINGS: NORTHWEST RIGHT-OF-WAY LINE OF SMITH BARRY ROAD AS SHOWN ON PLAT RECORDED IN VOL. 388-113, PG. 677, P.R.T.C.T.

IRF DENOTES IRON ROD FOUND
 IRS DENOTES IRON ROD SET

ANDREWS-DILLINGHAM
 PROPERTIES, LTD.
 INST. No. D206139897
 T.C.T.



SURVEYED ON THE GROUND
 SEPTEMBER 24, 2015
 REVISED OCTOBER 15, 2015
 RONALD W. COOMBS, R.P.L.S.
 STATE OF TEXAS No. 5294

SCALE: 1" = 30'

CERTIFICATE
 THE PLAT HEREON IS A TRUE, CORRECT, AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY. THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT. THE SIZE, LOCATION, AND TYPE OF BUILDINGS AND IMPROVEMENTS ARE AS SHOWN. ALL IMPROVEMENTS ARE SET BACK FROM THE PROPERTY LINES THE DISTANCE INDICATED AND THERE ARE NO VISIBLE ENCROACHMENTS OR VISIBLE EVIDENCE OF EASEMENTS EXCEPT AS SHOWN.

Document Receipt Information

Reference Number: 2000301500041 - Warranty Deed

Instrument Number:	D215285543
No of Pages:	6
Recorded Date:	12/23/2015 8:46:56 AM
County:	Tarrant
Volume:	
Page:	
Recording Fee:	\$36.00

D215285543 12/23/2015 10:48 AM PG 6

Fee: \$36.00

Submitter: XEROX COMMERCIAL SOLUTIONS

Lawyer: The Office of the County Clerk, Tarrant County, Texas. Submitter: ROBERT S. HERRICK, a NATURAL PERSON, Mary Louise Garcia

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

LTC GF No. 2000301500041

**Special Warranty Deed
[All Cash]**

DATE: December 21, 2015

GRANTOR: 3601 Smith-Barry Road, LLC, a Texas Limited Liability Company

GRANTOR'S MAILING ADDRESS: 2200 W. 7th Street, Fort Worth, Texas 76107

GRANTEE: Church of God 7th Day Arlington, a religious corporation

GRANTEE'S MAILING ADDRESS: 1901 Cancun Drive, Mansfield, Texas 76063

CONSIDERATION: TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee herein of his one certain promissory note of even date therewith in the original principal sum of \$192,000.00 payable to *Star Bank of Texas* as therein provided, and containing the usual clauses for acceleration of maturity in the event of default and for attorney's fees. The note is secured by a Vendor's Lien retained in favor of *Star Bank of Texas* in this Deed and by Deed of Trust of even date from Grantee to *Russ Richardson, Trustee*.

PROPERTY: LOT 4, BLOCK 1, PANTEGO SQUARE ADDITION, an Addition to the City of Pantego, Tarrant County, Texas, according to Plat thereof recorded in Volume 388-113, Page 677, Plat Records, Tarrant County, Texas.

RESERVATIONS: This conveyance is made subject to any and all easements, restrictions, and mineral reservations affecting said property that are filed for record in the office of the County Clerk of Tarrant County, Texas.

See Permitted Exceptions on Exhibit "A" and "As Is Addendum" attached hereto and made a part hereof for all purposes.

For Grantor and Grantor's heirs, devisees and assigns, a reservation is made of all interest in the oil, gas, and other minerals that are in and under the property and that may be produced from it. Grantor waives the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor and Grantor's heirs, devisees and assigns is/are entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully

2000301500041

Lawyers Title GFA

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

LTC GF No. 2000301500041

Special Warranty Deed
[All Cash]

DATE: December 21, 2015

GRANTOR: 3601 Smith-Barry Road, LLC, a Texas Limited Liability Company

GRANTOR'S MAILING ADDRESS: 2200 W. 7th Street, Fort Worth, Texas 76107

GRANTEE: Church of God 7th Day Arlington, a religious corporation

GRANTEE'S MAILING ADDRESS: 1901 Cancun Drive, Mansfield, Texas 76063

CONSIDERATION: TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee herein of his one certain promissory note of even date therewith in the original principal sum of \$192,000.00 payable to *Star Bank of Texas* as therein provided, and containing the usual clauses for acceleration of maturity in the event of default and for attorney's fees. The note is secured by a Vendor's Lien retained in favor of *Star Bank of Texas* in this Deed and by Deed of Trust of even date from Grantee to *Russ Richardson, Trustee*.

PROPERTY: LOT 4, BLOCK 1, PANTEGO SQUARE ADDITION, an Addition to the City of Pantego, Tarrant County, Texas, according to Plat thereof recorded in Volume 388-113, Page 677, Plat Records, Tarrant County, Texas.

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See Permitted Exceptions on Exhibit "A" and "As Is Addendum" attached hereto and made a part hereof for all purposes.

For Grantor and Grantor's heirs, devisees and assigns, a reservation is made of all interest in the oil, gas, and other minerals that are in and under the property and that may be produced from it. Grantor waives the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor and Grantor's heirs, devisees and assigns is/are entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully

claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, *through and under Grantor, but not otherwise.*

The vendor's lien against and superior title to the property are retained for the benefit of *Star Bank of Texas* until each note described is fully paid according to its terms, at which time this deed shall become absolute. The vendor's lien and superior title to this property are hereby transferred and assigned to *Star Bank of Texas.*

When the context requires, singular nouns and pronouns include the plural.

3601 Smith-Barry Road, LLC

By Southwest Bank, Trustee, Jerry Dean Mouser Family Trust *AS sole member*

By: [Signature]
Ed Fritz, Senior Vice President and Trust Administrator

Agreed and Accepted by:

Church of God 7th Day Arlington, a religious corporation

BY: [Signature]
Jose Acosta, Director

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on this 21st day of December, 2015, by Ed Fritz, Senior Vice President and Trust Administrator of Southwest Bank, Trustee, Jerry Dean Mouser Family Trust of 3601 Smith-Barry Road, LLC, a Texas Limited Liability Company, on behalf of said company



[Signature]
Notary Public, State of Texas

Prepared in the Law Offices of:
WILLIAM K. ROSENBERRY

AFTER RECORDING RETURN DOC. TO:
Church of God 7th Day Arlington
1901 Cancun Drive
Mansfield, Texas 76063



Exhibit "A"
Permitted Exceptions

- a. A building set-back line, as disclosed by said map/plat. Affects: 25 Feet Front
- b. Easement(s) for the purpose(s) shown below and rights incidentat thereto as delineated or as offered for dedication on the map of said tract/plat. Purpose: Utility Easement; Affects: 5 feet rear; 5 Feet West Recording No: Volume 388-113, Page 677, Plat Records, Tarrant County, Texas
- c. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule 6 or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- d. Lease for coal lignite oil gas or other minerals together with rhtgs incident thereto dated December 19, 2007, by and between Mouser Family Limited Partnership #1, as Lessor, and Cairizo 011 & Gas, Inc., as Lessee, recorded July 10, 2008 at under Clerk's File Na D208268836 ofthe Official Records of Tarrant County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this Instrument, and the Company makes no representation as to the ownership or holder of interest(s).
- e. Interest in and to all coal, lignite, oh, gas and other minerals, and all vights incident thereto, contained in instrument dated July 17, 2008, recorded August 5, 2008 at under Clerk's File No. D208305655 ofthe Official Records of Tarrant County, Texas, which document contains the following language these presents does seil, transfer, assign and convey unto Grantee, all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with the same are excepted herefrom. Reference to which Instrument is here; made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

Matters contained in that certain document

Entitled: Memorandum of Operating Agreement and Financing Statement
Dated: June1,2009
Recording Date:October 5, 2009
Recording No: under Clerk's File No. D209264561, Real Property Records Tarrant County, Texas

Reference is hereby made to said document for full particulars.

Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated May 1, 2014, recorded May 1, 2014 at under Clerk's File No. D214088617 of the Official Records of Tarrant County, Texas, which document contains the following language, all the oh, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with the same are excepted herefrom. Reference to which Instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

f. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in Instrument dated May 1, 2014, recorded May 23, 2014 at under Clerk's File No. D214106080 ofthe Official Records of Tarrant County, Texas, which document contains the following language, all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with the same are excepted herefrom. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

Shown on Survey dated September 24, 2015, by Coombs Land Surveying, Inc., prepared by Ronald W Coombs Registered Professional Land Surveyor#5294, CLS JOB No. 15-0126

Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

JobNo.:5294; Dated: September 24, 2015; Prepared by: RonaID W. Combs, Land Surveyor
Matters shown:Encroachment of fence along the West side of the property line

"AS IS" Addendum

THE PROPERTY IS BEING SOLD "AS IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY BASED SOLELY ON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR, OR IMPROVE ANY OF THE PROPERTY. AS A CONDITION PRECEDENT TO SELLER'S UNDERTAKINGS AND AGREEMENTS HEREUNDER, SELLER EXPRESSLY DISCLAIMS AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED MAKING ANY REPRESENTATIONS, WARRANTIES, OR ASSURANCES WITH RESPECT TO THE PROPERTY OTHER THAN AS SPECIFICALLY SET OUT HEREIN, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES AS TO MATTERS OF TITLE (EXCEPT THE SPECIAL WARRANTY OF TITLE SUBJECT TO PERMITTED EXCEPTIONS IN THE SPECIAL WARRANTY DEED TO BE DELIVERED), ZONING, TAX CONSEQUENCES, PHYSICAL CONDITION, ENVIRONMENTAL CONDITIONS, GEOLOGICAL CONDITIONS, SOIL OR SUBSOIL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATIONS, GOVERNMENTAL APPROVALS OR GOVERNMENTAL REGULATIONS. BUYER AGREES THAT WITH RESPECT TO THE PROPERTY THEY WILL RELY UPON THEIR INSPECTIONS THEREOF OR THEIR DETERMINATION NOT TO INSPECT THE SAME, AND UPON CLOSING SHALL ACCEPT THE PROPERTY IN ITS "AS IS" CONDITION.

"WITH ALL FAULTS", AND WITHOUT REFERENCE TO HABITABILITY, MERCHANTABILITY, OR FITNESS FOR ANY SPECIFIC PURPOSE. EXCEPT AS SPECIFICALLY SET FORTH IN THIS CONTRACT, SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR REPRESENTATION AS TO THE CONDITION, QUALITY, SAFETY, FREEDOM FROM DEFECTS (WHETHER OR NOT DETECTABLE BY INSPECTION), MERCHANTABILITY, FITNESS FOR BUYER'S INTENDED USE OR ANY OTHER PARTICULAR PURPOSES, FREEDOM FROM CONTAMINATION BY HAZARDOUS SUBSTANCES, OR COMPLIANCE WITH ZONING OR OTHER LEGAL REQUIREMENTS, OF ALL OR ANY PART OF THE PROPERTY, OR AS TO THE AVAILABILITY OR EXISTENCE OF ANY UTILITY OR OTHER GOVERNMENTAL OR PRIVATE SERVICES, OR AS TO THE AMOUNT OF TAXES ASSESSED TO THE PROPERTY. BUYER ACKNOWLEDGES THAT BUYER HAS HAD AN OPPORTUNITY TO EXAMINE THE FINANCIAL AND LEGAL DOCUMENTS, RECORDS, FILES AND INFORMATION RELATING TO THE PROPERTY NOW IN THE POSSESSION OF SELLER AND ITS AGENTS, AND IS PURCHASING THE PROPERTY SOLELY BASED ON THEIR OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE OF ANY INFORMATION PROVIDED BY SELLER.

In the event that any investigation, removal, abatement, remediation, or other corrective action is at any time required to be performed in connection with the Property as a result of the presence of any environmental problems, hazardous substances, hazardous materials, or environmental contamination at or on the Property, including, without limitation, asbestos and petroleum products and byproducts and any constituents thereof, Buyer acknowledges and agrees that: (a) any such investigation, removal, remediation, or corrective action shall be performed by Buyer and at Buyer's sole cost and expense; and (b) that Seller has no duty or obligation to perform or cause to be performed any such investigation, removal, remediation, or corrective action. Buyer further acknowledges and agrees that Buyer, for itself, its successors, heirs, and assigns, hereby irrevocably and unconditionally waives, releases, and relinquishes all claims (as defined below) or rights of contribution (including any right to contribution under 42 U.S.C. Section 9613(f) which Buyer or its successors, legal representatives or assigns now has or may have against Seller or any of its employees or agents by reason of the presence of any hazardous substance (including, but not limited to, asbestos and petroleum products and byproducts and the constituents thereof) or any other adverse environmental condition, defect, or problem with respect to the Property (whether such condition, defect, or condition be known or unknown, latent or patent, or whether or not any investigation, remediation, or corrective action may be required or desirable with respect to the Property). Notwithstanding any other provision to the contrary, the terms and conditions of this section will survive the Closing of this transaction.

Buyer understands and acknowledges that the documents, if any, delivered to Buyer prior to the execution of this Contract, or pursuant to this Contract, may have been prepared by parties other than Seller and that Seller makes no representation or warranty whatsoever, express or implied as to the completeness, content or accuracy of the said documents. Buyer specifically releases Seller and Seller's brokers, employees, officers, directors, agents, contractors, and affiliates, from all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees, whether suit is instituted or not, and environmental consultants' fee) whether known or unknown, liquidated or contingent (collectively, the "Claims") asserted against or incurred by Buyer by reason of the information contained in, or that should have been contained in, the documents.

Buyer acknowledges that they and/or their representatives will inspect the Property, and that their decision whether to buy and accept the same will be based upon their own inspections of the Property or their own decision not to inspect the same.

Any factual information such as property taxes, utility charges, rent rolls, property dimensions, floor plans, square footage, sketches or lease abstracts shown to Buyer or set forth in this contract or any other document are or may be approximate. Buyer represents to Seller that Buyer will inspect and verify the facts and information prior to closing this Contract. Neither Seller nor Seller's representatives assume any liability for any inaccuracies, errors, or omissions.

In the event that any litigation arises under this contract, it is specifically stipulated that this Contract shall be interpreted and construed according to the internal laws of the State of Texas without regard to its conflicts, rules, and shall be performable in Tarrant County, Texas.

WAIVER OF CONSUMER RIGHTS.

BUYER (AND, IN EVENT OF ASSIGNMENT OF THIS CONTRACT BY BUYER, BUYER'S ASSIGNEE) WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ. OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY/LEGAL COUNSEL OF ITS OWN SELECTION, BUYER VOLUNTARILY COMMENTS TO THIS WAIVER. BUYER COVENANTS, REPRESENTS AND WARRANTS THAT SUCH ATTORNEY/LEGAL COUNSEL WAS NOT DIRECTLY OR INDIRECTLY IDENTIFIED, SUGGESTED, OR SELECTED BY SELLER OR AN AGENT OF SELLER.

LTC GF No. 2000301500041

BILL OF SALE

Date: December 21, 2015

Seller: 3601 Smith-Barry Road, LLC, a Texas Limited Liability Company

Seller's Mailing Address: 2200 W. 7th Street, Suite 210, Fort Worth, Texas 76107

Buyer: Church of God 7th Day Arlington, a religious corporation

Buyer's Mailing Address: 1901 Cancun Drive, Mansfield, Texas 76063

Consideration: *TEN AND NO/100 (\$10.00) DOLLARS* and other valuable consideration to the undersigned paid by buyer(s) herein named

PROPERTY: **LOT 4, BLOCK 1, PANTEGO SQUARE ADDITION**, an Addition to the City of Pantego, Tarrant County, Texas, according to Plat thereof recorded in Volume 388-113, Page 677, Plat Records, Tarrant County, Texas.

Personal Property: Any and all personal property attached to or located on the hereinabove described property including, but not limited to fixtures and other personal property owned by the seller herein described.

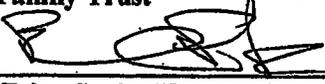
Exclusions: None.

For value received Seller sells and delivers the personal property to Buyer and warrants and agrees to defend title to the personal property to Buyer and Buyer's successors against all lawful claims.

When the context requires, singular nouns and pronouns include the plural.

3601 Smith-Barry Road, LLC

**By Southwest Bank, Trustee, Jerry Dean
Mouser Family Trust**

By: 
**Ed Fritz, Senior Vice President and Trust
Administrator**

Agreed and Accepted by:

Church of God 7th Day Arlington, a religious corporation

BY: _____
Julio Garza, Director

BY: *Gustavo Salcido*
Gustavo Salcido, Director

BY: *Jose Acosta*
Jose Acosta, Director

(Acknowledgment)

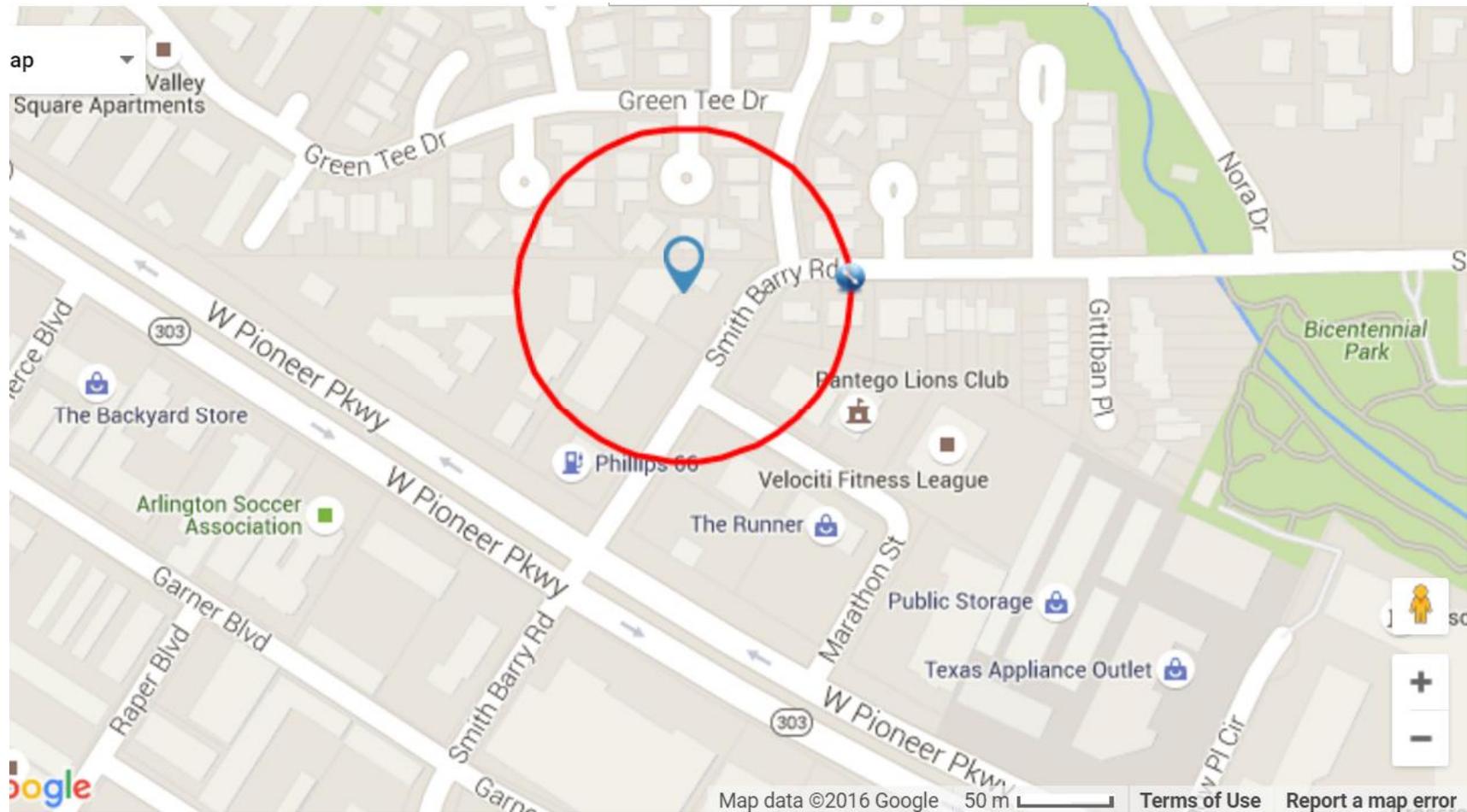
THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on this 21st day of December, 2015, by Ed Fritz, Senior Vice President and Trust Administrator of Southwest Bank, Trustee, Jerry Dean Mouser Family Trust of 3601 Smith-Barry Road, LLC, a Texas Limited Liability Company, on behalf of said company

Bonnie Cochran
Notary Public, State of Texas





Notification List Z-226

Name	Address	City	State	Zip Code	Adtl. Address
ROBERT WOODHEAD	1709 TORCH DR	ARLINGTON	TX	76015	1 LONGHURST CT
3006 DAYTONA DRIVE LLC	10846 CROOKED CREEK CT	DALLAS	TX	75229	2 LONGHURST CT
JERRY & MARGARET RAY	3 LONGHURST CT	PANTEGO	TX	76013	
KIMBERLY LYNN BURTON	1805 RIVERSIDE RD	ROSWELL	GA	30076	4 LONGHURST CT
AVIS BRICE	5 LONGHURST CT	PANTEGO	TX	76013	
JOHN & ERIN MASTER	2704 PARK PLACE CT	ARLINGTON	TX	76016	6 LONGHURST CT
SUE HARL	7 LONGHURST CT	PANTEGO	TX	76013	
3006 DAYTONA DRIVE LLC	10846 CROOKED CREEK CT	DALLAS	TX	75229	8 LONGHURST CT
JANE BARRETT	2816 WOOD WIND DR	PANTEGO	TX	76013	9 LONGHURST CT
KEVIN & RHONDA KIRBY	11 PEBBLEBEACH CT	PANTEGO	TX	76013	
JANE BARRETT	2816 WOOD WIND DR	PANTEGO	TX	76013	12 PEBBLEBEACH CT
LAURA BROYLES	13 PEBBLEBEACH CT	PANTEGO	TX	76013	
JOAN HECK	905 GLENNDON DR	FORT WORTH	TX	76120	14 PEBBLEBEACH CT
FERRELL & DENA BRYANT	1901 WEYMOUTH CT	PANTEGO	TX	76013	15 PEBBLEBEACH CT
HDW JOINT PARTNERSHIP	3600 SMITH BARRY RD	PANTEGO	TX	76013	
R E MCELROY	3609 SMITH BARRY RD SUITE 100	PANTEGO	TX	76013	3605 SMITH BARRY RD
R E MCELROY	3609 SMITH BARRY RD SUITE 100	PANTEGO	TX	76013	3609 SMITH BARRY RD
3610SBPB LLC	3610 SMITH BARRY RD SUITE 100	PANTEGO	TX	76013	
FRANK & JANET PROCHASKA	6107 MILLWOOD DR	ARLINGTON	TX	76016	3526 SMITH BARRY RD
CHALES SAUNDERS	3522 SMITH BARRY RD	PANTEGO	TX	76013	3520 SMITH BARRY RD
JAMES & GILBERT VESS	21 DORAL CT	PANTEGO	TX	76013	
VICKIE SCOTT	22 DORAL CT	PANTEGO	TX	76013	
KIMBERLY LYNN BURTON	1805 RIVERSIDE RD	ROSWELL	GA	30076	23 DORAL CT
SAI KB INC	3732 EDGEWOOD CT	GRAND PRAIRIE	TX	75052	3601 W PIONEER PKWY
ANDREWS-DILLINGHAM PROPERTIES	1140 EMPIRE CENTRAL DR STE 175	DALLAS	TX	75247	3603-3615 W PIONEER PKWY

LICENSE AGREEMENT FOR PARKING AREA

THIS LICENSE AGREEMENT FOR PARKING AREA ("Agreement") is made effective as of APRIL 25, 2016 ("Effective Date"), by and between R. E. MCELROY II, LLC, a Texas limited liability company ("Licensor"), and CHURCH OF GOD 7th DAY - ARLINGTON TX, a Texas nonprofit corporation ("Licensee").

In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Licensor and Licensee agree as follows:

1. License. Subject to the terms of this Agreement, Licensor grants to Licensee and its parishioners, licensees, and invitees (together with Licensee, the "Licensee Parties"), a non-exclusive license for access to, and use of, a portion of that certain tract of land located in Pantego, Tarrant County, Texas, as more particularly described in the attached Exhibit "A", for the parking of vehicles over the area identified in the attached Exhibit "B" ("Parking Area") and for no other purpose without the written consent of Licensor, which consent may be withheld in Licensor's sole discretion. The license granted by Licensor to Licensee Parties by this Agreement is expressly made subject to any and all easements, rights-of-way, dedications, and other rights, of whatever nature, in favor of third parties (including, without limitation, the rights of tenants under any leases or subleases), the public, and/ or governmental authorities in and to the Parking Area.

2. Use of Parking Area. Licensee Parties may use the Parking Area – on a space available basis – during the hours of: (i) 7:00 p.m. to 10:30 p.m. Monday through Friday, and (ii) 10:00 a.m. to 8:00 p.m. Saturday and Sunday. In no event may Licensee Parties: (a) charge for parking on the Parking Area; (b) use the Parking Area for any purpose other than as a parking lot in connection with Licensee's operations as a church; (c) use the Parking Area for the parking of any commercial vehicles (including, without limitation, trucks with a gross vehicle weight in excess of 6,500 lbs.), tractors, trailers, campers, motor homes, recreational vehicles, boats and other watercraft, grounds maintenance equipment, or construction equipment; or (d) use the Parking Area for picnics, carnivals, fairs, flea markets, garage sales, or other similar activities deemed improper by Licensor in its sole discretion. Furthermore, Licensee Parties shall abide by Licensor's reasonable parking rules and regulations in effect from time to time.

3. Term.

(a) Unless earlier terminated as provided herein, the term ("Term") of this Agreement shall commence on APRIL 25, 2016 and continue on a month-to-month basis.

(b) Either Licensor or Licensee may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party.

(c) Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate if Licensee's adjacent property, which is more particularly described in the attached Exhibit "C", ceases to be used by Licensee as a church.

4. License Fee. Licensee is not required to pay Licensor any license fee for the license to the use the Parking Area.
5. Administrative Fee. Licensor shall have the ongoing right to charge Licensee for any accounting, administrative, and legal expenses incurred by Licensor in connection with this Agreement ("Administrative Fee"). Licensee shall pay Licensor the Administrative Fee within thirty (30) days following the receipt of a written invoice from Licensor.
6. Compliance with Laws. Licensee, at its expense, shall comply, and shall cause the other Licensee Parties to comply, with all federal, state, and local laws, rules, ordinances, regulations, restrictions, and codes applicable to Licensee Parties' use of the Parking Area.
7. Repairs. Licensee shall at all times keep the Parking Area, or cause the Parking Area to be kept, in a neat and clean condition. If any of the Licensee Parties cause any damage to the Parking Area or surrounding areas, then Licensee shall, at its expense, make all necessary repairs or replacements. If Licensee fails to do so after five (5) days' written notice, then Licensor may make such repairs or replacements. Licensee shall reimburse Licensor within ten (10) days after written demand for any costs incurred by Licensor in connection with the foregoing.
8. Rights Reserved by Licensor. Licensor reserves for itself the right to use the Parking Area, including the right to exclusively use those certain five (5) parking spaces marked "reserved" on Exhibit "B". Such reserved spaces may be relocated as determined by Licensor from time to time, and the Licensee Parties shall not park in any such reserved parking spaces.
9. Signage. Licensee Parties are prohibited from placing any signage on the Parking Area, except as otherwise permitted by Licensor in its sole discretion. If Licensor approves such signage, Licensee, at its expense, is responsible for obtaining all necessary governmental or quasi-governmental permits in connection with the signs.
10. INDEMNITY. LICENSEE WILL INDEMNIFY, DEFEND, PROTECT, AND HOLD HARMLESS LICENSOR, R. E. MCELROY, BILLYE B. MCELROY, AND THEIR RESPECTIVE PERSONAL AND LEGAL REPRESENTATIVES, TRUSTEES, AFFILIATED COMPANIES, MEMBERS, MANAGERS, PARTNERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, HEIRS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "INDEMNITEES" OR INDIVIDUALLY, AN "INDEMNITEE") FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, LOSSES, LIENS, FINES, PENALTIES, EXPENSES, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION), AND ACTIONS OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THOSE INVOLVING INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY, INCLUDING VANDALISM DAMAGE) WHICH ARE ATTRIBUTABLE TO OR ARISE OUT OF (i) THE USE AND OCCUPANCY OF THE PARKING AREA BY LICENSEE PARTIES OR ANY OTHER PARTY UNDER THE DIRECTION OR CONTROL OF ANY LICENSEE PARTIES, (ii) ANY ACT OR OMISSION OF LICENSEE PARTIES OR ANYONE UNDER THE DIRECTION OR CONTROL OF ANY LICENSEE PARTIES; OR (iii) ANY BREACH, VIOLATION, OR NONPERFORMANCE OF ANY OF LICENSEE'S COVENANTS UNDER THIS AGREEMENT (COLLECTIVELY, "LIABILITIES"), EVEN IF THE LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. **This indemnification does not apply, however, to any Liabilities arising solely from Licensor's negligence or willful misconduct. If any action or proceeding is brought by or against any Indemnitee in connection with any Liabilities, Licensee, on notice from Licensor, must defend the action or proceeding at Licensee's expense by or through attorneys satisfactory to Licensor. This Section**

applies to all Licensee Parties' activities with respect to the Parking Area. Licensee's obligations under this Section are not limited to the limits or coverage of insurance that Licensee maintains – or is required to maintain – under this Agreement. This Section shall survive the expiration or earlier termination of this Agreement.

11. PERSONAL PROPERTY WAIVER. ALL PERSONAL PROPERTY OF LICENSEE PARTIES UPON THE PARKING AREA WILL BE AT THE RISK OF LICENSEE PARTIES ONLY, AND NO INDEMNITEES WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, UNLESS CAUSED OR CONTRIBUTED TO OR BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. AT LICENSOR'S REQUEST, LICENSEE WILL CAUSE THE OTHER LICENSEE PARTIES TO EXECUTE AND DELIVER TO LICENSOR A WAIVER – THE SUBSTANCE OF WHICH WILL BE IN CONFORMANCE WITH THE PRECEDING SENTENCE – COVERING SUCH PERSON'S PERSONAL PROPERTY.

12. WAIVER OF SUBROGATION. NO PARTY WILL HAVE ANY RIGHT OR CLAIM AGAINST ANY INDEMNITEE FOR ANY PROPERTY DAMAGE (WHETHER CAUSED BY NEGLIGENCE OR THE CONDITION OF THE PARKING AREA OR ANY PART THEREOF) BY WAY OF SUBROGATION OR ASSIGNMENT, AND LICENSEE HEREBY WAIVES AND RELINQUISHES ANY SUCH RIGHT. LICENSEE WILL REQUEST ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHT OF RECOVERY UNDER SUBROGATION OR OTHERWISE IN FAVOR OF ANY INDEMNITEE AND PROVIDE A CERTIFICATE OF INSURANCE VERIFYING THIS WAIVER.

13. LIABILITY. UNDER NO CIRCUMSTANCES WHATSOEVER WILL (i) LICENSOR BE LIABLE TO LICENSEE PARTIES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING FROM THE USE OF, OR INABILITY TO USE, THE PARKING AREA OR FROM ANY OTHER PROVISION OF THIS AGREEMENT; (ii) LICENSOR HAVE ANY PERSONAL LIABILITY UNDER THIS AGREEMENT; OR (iii) LICENSOR'S LIABILITY UNDER THIS AGREEMENT EXCEED LICENSOR'S INTEREST IN AND TO THE PARKING AREA.

14. Insurance. Throughout the Term, Licensee, at its sole cost and expense, shall obtain and shall maintain (i) Commercial General Liability insurance in an amount not less than \$2,000,000 single limit coverage against liability for bodily injury to or death of any person or property damage to the Parking Area or any third party property arising out of or in connection with the use of the Parking Area by Licensee, naming Licensor, R. E. McElroy, and Billye B. McElroy as additional insureds, on a primary and non-contributory basis; and (ii) Automobile Liability insurance in an amount not less than \$100,000/\$300,000/\$100,000 for bodily injury or property damage, naming Licensor, R. E. McElroy, and Billye B. McElroy as additional insureds, on a primary and non-contributory basis. The policies must be on forms acceptable to Licensor and include the following coverages, as applicable: (i) Premises/ Operations; (ii) Broad Form Contractual in support of the indemnity section(s) of this Agreement; and (iii) Personal Liability with employee and contractual exclusions removed. Licensee shall deliver a certificate of insurance evidencing the above coverages and additional insured status to Licensor simultaneous with Licensee's execution and delivery of this Agreement to Licensor.

15. AS-IS, WHERE-IS. The Parking Area is made available by Licensor to Licensee Parties pursuant to this Agreement on an "AS-IS, WHERE-IS" basis, and Licensee expressly acknowledges that, in consideration of the agreements of Licensor herein, Licensor MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF TITLE (INCLUDING THOSE CONTAINED IN SECTION 5.023 OF THE TEXAS PROPERTY CODE), CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PARKING AREA.

16. Alterations. Licensee shall not make any alterations or affix anything to the Parking Area without Licensor's prior written permission, which permission may be withheld in Licensor's sole discretion.

17. Default. Licensee will be in default under this Agreement if Licensee fails to comply with any term, provision, or covenant of this Agreement.

18. Remedies. Upon the occurrence of an event of default by Licensee under this Agreement, Licensor may, in addition to any and all remedies available to Licensor at law, in equity, or otherwise, terminate this Agreement and revoke the license granted hereby effective upon the delivery by Licensor of written notice of termination to Licensee. In the event of Licensee's default, Licensor will be entitled to all court costs, attorneys' fees, and costs of collection incurred by Licensor in enforcing this Agreement.

19. Transfers and Liens Prohibited. Licensee may not assign, sublicense, or otherwise transfer, directly or indirectly, this Agreement or any interest whatsoever in the Parking Area. Licensee may not encumber in any manner its interest under this Agreement. Licensee may not permit a mechanic's or materialman's lien or any other lien whatsoever to attach to the Parking Area.

20. Damage or Destruction. During the Term, Licensee shall bear the risk of loss. If at any time during the Term, part or all of the Parking Area is damaged or destroyed by fire or other casualty, then Licensor may revoke the license granted to Licensee hereby and terminate this Agreement. Licensor will have no obligation to repair, replace, or reconstruct any portion of the Parking Area that is damaged or destroyed.

21. Notices. Any notice or request given under this Agreement must be in writing and must be either hand-delivered; sent by United States certified mail, postage prepaid, return receipt requested; or sent by overnight delivery service addressed to the parties at the respective addresses set forth below. Either party may change its address from time to time. Notice will be deemed given when delivered (if hand-delivered), when postmarked (if sent by mail), or when deposited (if sent by overnight delivery service).

22. Not of Public Record. Neither this Agreement nor any memorandum of this Agreement shall be placed of public record.

23. Non-Waiver. Unless expressly set forth in writing executed by Licensor, Licensor does not waive any of its rights under this Agreement by failing to complain of any default of Licensee. If Licensor waives any of Licensee's defaults, such waiver will not waive any other present or future default.

24. Severability. If any provision of this Agreement is for any reason found to be illegal, invalid, or unenforceable, all other provisions nevertheless remain legal, valid, and enforceable.

25. Entire Agreement. This Agreement and the exhibits constitute the entire agreement between Licensor and Licensee with respect to the subject matter hereof. There are no prior written or prior contemporaneous oral promises or representations that are not fully expressed in this Agreement. This Agreement may not be modified or replaced except by another written instrument signed by both parties. Section captions are for convenience only and neither limit nor amplify this Agreement.

26. Rule of Construction. Each party and its counsel have reviewed and revised this Agreement. The parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement or its amendments or exhibits.

27. Counterparts. This document may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and same instrument.

[Signatures on the Following Page.]

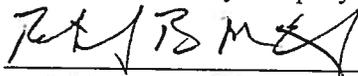
The parties execute this Agreement to be effective as of the date set forth above.

LICENSOR:

Address for notice purposes:

3609 Smith Barry Road #100
Arlington, Texas 76013
Attention: Richard B. McElroy
Telephone: (817) 261-6656

R. E. MCELROY II, LLC,
a Texas limited liability company

By: 
Name: Richard B. McElroy
Title: Managing Member

LICENSEE:

Address for notice purposes:

Attention: _____
Telephone: 915 328 8182

CHURCH OF GOD 7th DAY - ARLINGTON
TX, a Texas nonprofit corporation

By: 
Name: Gustavo Saleido
Title: Minister

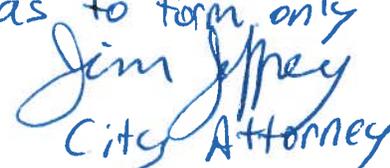
Reviewed 4-25-16
as to form only

City Attorney

Exhibit "A"

LOT 2-R, BLOCK 1, PANTEGO SQUARE, an Addition to the City of Pantego, Tarrant County, Texas, according to Plat recorded in Volume 388-113, Page 667, Plat Records, Tarrant County, Texas.

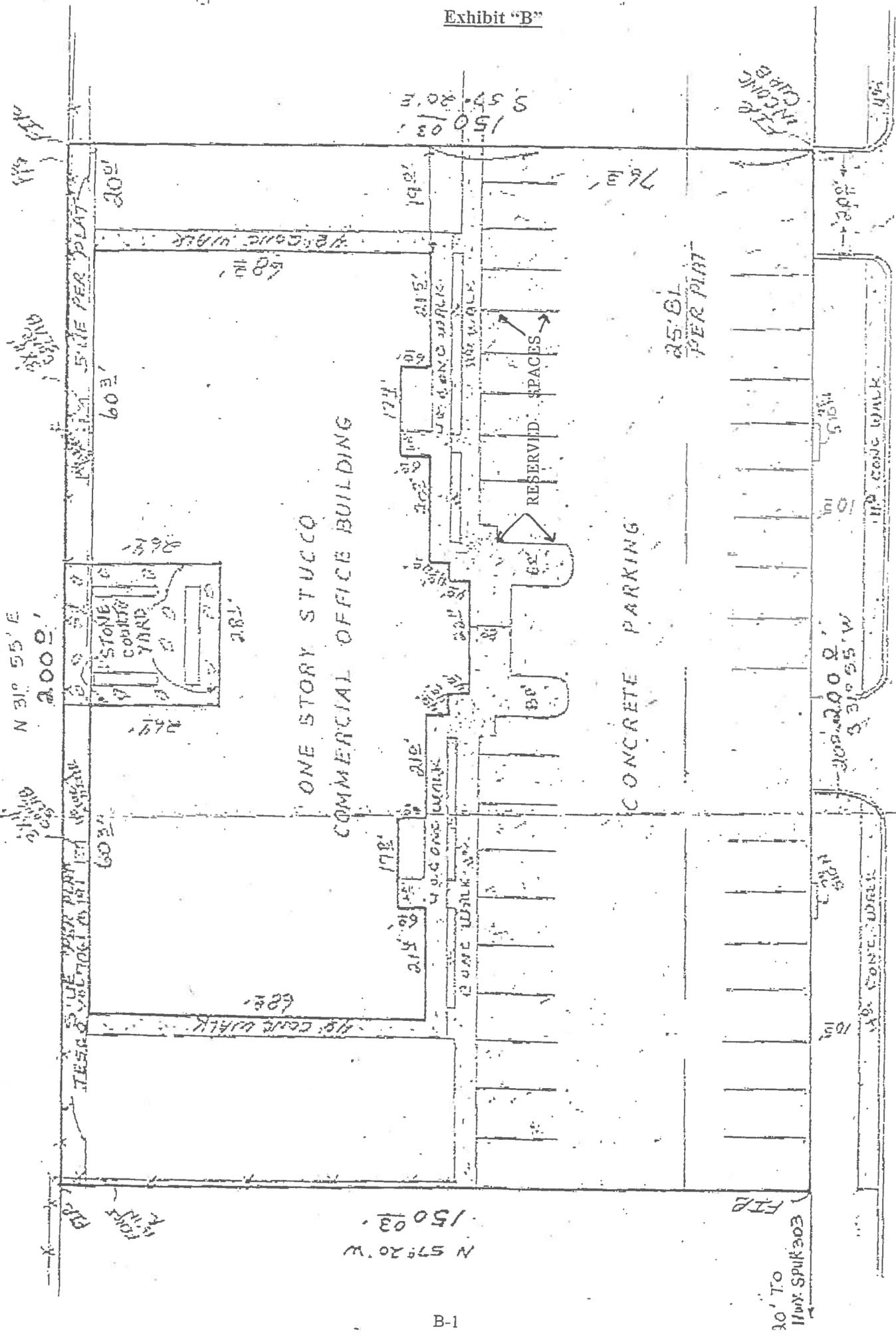


Exhibit "C"

LOT 4, BLOCK 1, PANTEGO SQUARE, an Addition to the City of Pantego, Tarrant County, Texas,
according to Plat recorded in Volume 388-113, Page 678, Plat Records, Tarrant County, Texas.







