



Regular Session
Council Agenda Packet
December 15, 2022

CITY OF CROWLEY
CITY COUNCIL
Council Regular Session
December 15, 2022
ATTENDANCE SHEET

	<u>Worksession</u>	<u>Regular</u>
Mayor Pro Tem Johnny Shotwell, Place 1	_____	_____
Council Member Jerry Beck, Place 2	_____	_____
Council Member Jesse Johnson, Place 3	_____	_____
Council Member Jim Hirth, Place 4	_____	_____
Council Member Jimmy McDonald, Place 5	_____	_____
Council Member Scott Gilbreath, Place 6	_____	_____
Mayor Billy Davis	_____	_____
Staff:		
Robert Loftin, City Manager	_____	_____
Lori Watson, Finance Director/Deputy City Mgr	_____	_____
Jack Thompson, EDC Director/Asst City Mgr	_____	_____
Rob Allibon, City Attorney	_____	_____
Carol Konhauser, City Secretary	_____	_____
Pleasant Brooks, Fire Chief	_____	_____
Kit Long, Chief of Police	_____	_____
Mike Rocamontes, Public Works Director	_____	_____
Rachel Roberts, Planning & Comm Dev Director	_____	_____
Cristina Winner, Community Services Director	_____	_____
Lisa Hansen, HR Administrator	_____	_____
Julie Hepler, Special Event Coordinator .	_____	_____
Jay Hinton, Media Relations	_____	_____



**AGENDA
CROWLEY CITY COUNCIL
DECEMBER 15, 2022
WORKSESSION - 6:30 p.m.**

**Crowley City Hall
201 E. Main Street
Crowley TX 76036**

Citizens may address the Council by filling out a blue "Citizen Participation" card to discuss any issue that is on the Agenda. Please turn in cards to the City Secretary. Speakers are limited to three minutes (if using a translator, the time limit will be doubled).

WORKSESSION - December 15, 2022 - 6:30 pm

I. CALL TO ORDER AND ROLL CALL

II. NON-ACTION ITEMS FOR DISCUSSION

1. None.

DISCUSSION OF ITEMS LISTED ON THE AGENDA

III. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. Discuss and consider approving the minutes from the regular meeting held December 1, 2022.

IV. PUBLIC HEARINGS

1. None

V. CITY BUSINESS

1. Discuss and consider Special Event Permit Application for a Disc Golf Event to be held March 25, 2023 thru March 27, 2023.
2. Consider entering into a Construction and Maintenance agreement between the City of Crowley and Lennar Homes of Texas Land and Construction, LTD. relating to the temporary easements and drainage channels necessary to support the Rosemary Ridge Development project.
3. Consider an ordinance accepting conveyance of three temporary drainage easements to support the construction of Rosemary Ridge subdivision in Fort Worth.

VI. ADJOURNMENT



**AGENDA
CROWLEY CITY COUNCIL
DECEMBER 15, 2022
REGULAR SESSION - 7:00 p.m.**

**Crowley City Hall
201 E. Main Street
Crowley TX 76028**

Citizens may address the Council by filling out a blue "Citizen Participation" card to discuss any issue that is on the Agenda. Please turn in cards to the City Secretary. Speakers are limited to three minutes (if using a translator, the time limit will be doubled).

REGULAR SESSION - December 15, 2022 - 7:00 pm

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION

III. PLEDGE TO ALLEGIANCE TO THE AMERICAN AND TEXAS FLAGS

"I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one nation, under God, indivisible, with Liberty and Justice for all."

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible."

IV. PRESENTATIONS/PROCLAMATIONS

1. None.

V. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. Discuss and consider approving the minutes from the regular meeting held December 1, 2022.

VI. PUBLIC HEARINGS

1. None

VII. CITY BUSINESS

1. Discuss and consider Special Event Permit Application for a Disc Golf Event to be held March 25, 2023 thru March 27, 2023.
2. Consider entering into a Construction and Maintenance agreement between the City of Crowley and Lennar Homes of Texas Land and Construction, LTD. relating to the temporary easements and drainage channels necessary to support the Rosemary Ridge Development project.
3. Consider an ordinance accepting conveyance of three temporary drainage easements to support the construction of Rosemary Ridge subdivision in Fort Worth.

VIII. ADVISORY BOARDS AND COMMISSIONS

1. Reports

None

2. Appointments/Reappointments

None

IX. PUBLIC COMMENT

If you wish to make a public comment or discuss subjects not listed on the agenda, please fill out a (yellow) Visitor's Participation card and submit to the City Secretary. There will be no formal actions taken on subjects presented during public comments. Please NOTE council may NOT address or converse with you regarding a NON-AGENDA ITEM. The public comment period will only allow members of the public to present ideas and information to the City Officials and Staff.

X. ITEMS OF COMMUNITY INTEREST

****An agenda information packet is available for public inspection in the Crowley Library and on the City website, under Agenda Packets****

Items of community interest include expressions of thanks, congratulations, or condolence; information regarding holiday schedules; honorary recognitions of city officials, employees or citizens; reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or employee; and announcements involving imminent threats to the public health and safety

XI. EXECUTIVE SESSION

Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item to receive advice from its attorney as permitted by law, or to discuss the following as permitted by Government Code:

- 1. Section 551.071 (Consultation with Attorney)**
- 2. Section 551.072 (Deliberations about Real Property)**
- 3. Section 551.074 (Personnel Matters)**
- 4. Section 551.087 (Business Prospect/Economic Development)**

XII. RECONVENE AND TAKE ACTION FROM EXECUTIVE SESSION

Reconvene into open session and take any necessary action resulting from items posted and legally discussed in Closed Session.

XIII. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Agenda of the City Council Meeting to be held on Thursday, December 15, 2022, of the governing body of the City of Crowley is a true and correct copy posted on _____, 20____ at _____ am/ pm to the City Website and at Crowley City Hall, a place convenient and readily accessible to the public at all times.

City of Crowley

Carol C. Konhauser, City Secretary

THE CITY COUNCIL RESERVES THE RIGHT OF THE FOLLOWING:

1. ITEMS DO NOT HAVE TO BE CONSIDERED IN THE SAME ORDER AS SHOWN ON THIS AGENDA;
 2. THE COUNCIL MAY CONTINUE OR RECESS ITS DELIBERATIONS TO THE NEXT CALENDAR DAY IF IT DEEMS IT NECESSARY.
- The Crowley City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (817) 297-2201 ext. 4000, or email ckonhauser@ci.crowley.tx.us for further information.

NOTICE: A quorum of the Crime Control and Prevention District Board of Directors and the Economic Development Board of Directors will be present at this meeting; however, neither Board will take action on any items on this posted agenda.



Crowley City Council

AGENDA REPORT

Meeting Date: December 15, 2022

Agenda Item: V-1

Staff Contact: Carol C. Konhauser
City Secretary

E-mail: ckonhauser@ci.crowley.tx.us

Phone: 817-297-2201-X 4000

SUBJECT: Discuss and consider approving the minutes from the regular meeting held December 1, 2022.

BACKGROUND/DISCUSSION

Consider approval of minutes as presented.

FINANCIAL IMPACT

None

RECOMMENDATION

Staff recommends approval of the minutes as presented; council consideration is respectfully requested.

ATTACHMENTS

- Minutes

No Work Session due to EDC Meeting ending late.

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD DECEMBER 1, 2022. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, December 1, 2022, at 7:00 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Mayor Billy P. Davis
Mayor Pro-Tem Johnny Shotwell, City Council Place 1
Council Member Jerry Beck, City Council Place 2
Council Member Jesse Johnson, City Council Place 3
Council Member Jim Hirth, City Council Place 4
Council Member Jimmy McDonald, City Council Place 5
Council Member Scott Gilbreath, City Council Place 6

City staff included: City Manager Robert Loftin
Deputy City Mngr/Finance Director, Lori Watson
Asst City Mngr/EDC Director, Jack Thompson
City Attorney, Rob Allibon
City Secretary, Carol Konhauser
Police Chief, Kit Long
Public Works Director, Mike Rocamontes
Planning and Comm Devel Director, Rachel Roberts
Community Services Director, Cristina Winner

Absent: None

CALL TO ORDER/ ROLL CALL

Mayor Billy Davis called the Regular Session to order at 7:11 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

INVOCATION/PLEDGE OF ALLEGIANCE

Invocation was given by Council Member Jesse Johnson followed by the Pledge of Allegiance to the American and Texas Flags.

PRESENTATIONS/PROCLAMATIONS

1. **None**

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. **Discuss and consider approving the minutes from the regular meeting held November 17, 2022.**

Council Member Jimmy McDonald made the motion to approve the Consent Agenda item(s), second by Council Member Jim Hirth; council voted unanimously to approve the motion as presented. Motion carried 7-0.

PUBLIC HEARING

1. **None.**

CITY BUSINESS

1. **Discuss and consider approval of amendments to the Developer's Agreement for Mira Verde South Addition, Phase 1 and/or Mira Verde South Addition, Phase 2.**

Council Member Jesse Johnson made the motion to approve the amendments to the Developers Agreement for Mira Verde South Addition Phase 1 and Phase 2; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 7-0.

2. **Discuss and consider Budget Amendment #1 for FY 2022-2023 Crime Control and Prevention District, and consider and approve the purchase of equipment and materials in the amount of \$179,320.**

Council Member Jimmy McDonald made the motion to approve Budget Amendment #1 for FY 2022-2023 for the Crime Control and Prevention District for the purchase of equipment in the amount of \$179,320; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

3. **Discuss and consider approval of a preliminary plat for Shops at Crowley, an approximately 7.748 acre development within the General Commercial district, for Lots 1-3, Block 1 being located at FM 1187 and Alsbury Rd in the J. Lucas Survey, Abstract 932 and J. Steele Survey, Abstract 1381, City of Crowley, Tarrant County, Texas. Case # PP-2022-004.**

Council Member Jesse Johnson made the motion to approve the preliminary plat for the Shops at Crowley with the conditions recommended by the Planning and Zoning Commission; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

ADVISORY BOARDS AND COMMISSIONS

Reports/appointments or reappointments.

1. Reports:
None
2. Appointments/Reappointments:
None.

PUBLIC COMMENT

Mayor Davis asked if there were any citizens or visitors wishing to speak.

Ms Sandy Isaacs, resident of Crowley, stepped up and read a letter from her granddaughter requesting the city consider utilizing the funds set aside for the Nature Reserve to improve the area with walking and/or bike trails. She explained she thought this would be an excellent outdoor activity for the community and a way to promote Crowley.

Terri Horn, Crowley Chamber of Commerce, reminded the council about the ribbon cutting at Bread and Butter on Dec 6, and the Quarterly Luncheon on Dec 15.

ITEMS OF COMMUNITY INTEREST

Mayor Davis then asked if there were any community interest items.

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:24 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary



Crowley City Council

AGENDA REPORT

Meeting Date: December 15, 2022

Agenda Item: VII-1

Staff

Contact:

E-mail:

Phone:

Carol Konhauser

City Secretary

ckonhauser@ci.crowley.tx.us

817-297-2201 ext. 4000

SUBJECT: Discuss and consider Special Event Permit Application for a Disc Golf Event to be held March 25, 2023 thru March 27, 2023.

BACKGROUND/DISCUSSION

Mr Steven Storrie has submitted a special Event Permit Application to hold a Disc Golf event on March 25, 2023 thru March 27, 2023 at the course in Bicentennial Park.

FINANCIAL IMPACT

None.

RECOMMENDATION

Recommend approval contingent on receiving proof of insurance

ATTACHMENTS

- Special Event Application



Special Events Permit Application

City Secretary's Office
201 E Main Street
Crowley TX 76036
(817) 297-2201 ext 4000

Permit applications shall be filed with the city secretary or designee for consideration on a first come first serve basis **not less than 21 days** or more than **365 days** before the date of the proposed use or activity. In the event of a street closure, applications must be submitted **not less than 45 days** in advance. Due to the state department of transportation requirements, closure of any state highway for more than six (6) hours **will require 90 days' advance notice to the city**. The application will either be approved, approved with conditions, denied, or more information will be requested within five business days of submission to the city secretary. Due to the nature of some events, additional information may be requested. Permit application must be submitted no less than ten days prior to the event. In the event of a street closure, applications must be submitted no less than 15 days in advance. Due to the state department of transportation requirements, closure of any state highway for more than six hours will require 60 days' advance notice to the city. A deposit will be required for certain types of events. The deposits shall be set forth in the city fee schedule set forth in appendix A to the City of Crowley Code of Ordinances.

All applicants will be charged facility rental fees as appropriate and are expected to fully reimburse the City for all services related to event production which may include, but are not limited to, Police, Fire/EMS, Park and Facility Maintenance, Field Services, Sanitation, Street Engineering, Site Supervisors, Environmental, and all necessary permit fees including: Beer and Wine, Tent, Fireworks, Carnival, Sign, etc. Applicants are responsible for returning City facilities and parks their original condition. Daily fees will be assessed until all event equipment is removed from City premises. Full payment is due upon receipt of final invoice.

Section 1 – Applicant Information			
Name of Applicant (must be on site during the event)		Today's Date	
Address	City	State	Zip
Phone Number	Cell Phone Number		
Email			
Section 2 – Sponsoring Organization Information			
Corporation/Organization Name of D.B.A.	Type of Organization For Profit Non-Profit Other:		
Name of Contact	Email:		
Address	City	State	Zip
Phone Number	Cell Phone Number		

Section 2 – Event Information									
Name of Event							Anticipated Daily Attendance		
Location of Event/physical address									
Property Owner					Owner Phone				
Owner Email:					Has the property owner given authorization to use property? Yes No				
Detailed Description of Event									
	Date	Time	Day of Week						
Setup			M	T	W	Th	F	Sat	Sun
Event Start			M	T	W	Th	F	Sat	Sun
Event End			M	T	W	Th	F	Sat	Sun
Teardown			M	T	W	Th	F	Sat	Sun
Additional Information:									

Section 3 – Event Features			
Will there be an admission charge?	Yes	No	If yes, list all price categories below.
Will there be entertainment? <i>A complete list of entertainment will be required before final approval. Once approved, no changes may be made unless authorized.</i>	Yes	No	If yes, please attach a complete list of entertainment.
Will sound amplification be used at the event? Sound amplification:	Yes	No	If yes, explain below
Will merchandise and/or food items be sold? <i>Booths will need to be inspected and have proper food handling permits</i>	Yes	No	If yes, please attach a complete list of vendors.
Have you hired a licensed professional emergency medical service provider to manage your event's medical plan? If yes please list below. <i>(Fee may be charged for Emergency Service personnel)</i>	Yes	No	
Medical Service Provider	Phone		
Will the event include any of the following? (Indicate on site plan and/or vendor list)			
Tents or Canopies <i>Tents require temporary use permits issued by the city upon Fire Department review (additional fees may be applicable). Temporary tents must adhere to the International Fire Code</i>	Yes	No	Complete Tent Worksheet and attach with site plan
Inflatables <i>If inflatable exceeds 400 sq ft, additional permit is required</i>	Yes	No	Total Sq Ft:
Company	Contact name and phone		
Fireworks/Pyrotechnics <i>Fireworks/Pyrotechnics require permits from the City Fire Department (additional fees may be applicable)</i>	Yes	No	
Temporary Fencing <i>Provide accurate dimensions of fenced area on site plan. Temporary fencing requires temporary use permits issued by the city (additional fees may be applicable).</i>	Yes	No	
Temporary restrooms or refuse collection provided? <i>(All trash and debris must be removed)</i>	Yes	No	
Company	Contact name and phone		
Carnival/Amusement Rides <i>A separate Special Use Permit may be required. (additional fees may be applicable)</i>	Yes	No	
Company	Contact name and phone		
Signs / Banners <i>A separate Sign Permit may be required. (additional fees may be applicable)</i>	Yes	No	
Company	Contact name and phone		
Will animals be used in conjunction with event?	Yes	No	If yes, describe below.
Description:			
Is this a run, walk or parade? If yes, attach a map identifying assembly location and route on site plan. Must be submitted 21-days prior to event. <i>(Fee may be charged for Public Service Personnel)</i>	Yes	No	

Section 4 – Roadways and Sidewalks			
Does the event propose using, closing or blocking any of the following If yes, specify location and duration on site map. <i>(Fee may be charged for Public Service personnel)</i>			
City Streets	Yes	No	City Sidewalks Yes No
City Right-of-Ways	Yes	No	Public Parking Lots Yes No

Section 5 – Use of City Utilities (Fee may be charged for the use of City Utilities)			
Will any City electric hookups be used?	Yes	No	Electric Location including amperage
Will any City water hookups be used?	Yes	No	Water Location(s)
Will waste water/gray water be generated?	Yes	No	Is so, how will it be disposed?

Section 6 – Alcohol

Will there be alcohol at the event? Yes No

At no time will alcohol be distributed or consumed in City Parks and/or streets to include Park Pavilions. All activities involving alcohol will require the presence of an off-duty City police officer. The applicant will be required to pay for an officer to be present for a minimum of 3 hours or the full amount of time that alcohol is served. Consumption of alcohol without the presence of an officer or a violation of the provision of the City Ordinances will result in forfeiture of the rental deposit.

The Texas Alcoholic Beverage Commission (TABC) requires specific and specialized permits for selling/serving alcohol. These permits will be based on the parameters and scope of the desired service and the type of event. Due to the numerous scenarios that may be involved in your event, it is impossible to outline the requirements in this application. **It is your responsibility** to contact the TABC office and speak to an Agent who will be the entity for permission and, if approved, provide the exact permit(s) required.

Permission by the City to hold a Special Event does not guarantee permission from TABC to serve/sell alcohol. Your event may be approved by the City but the service and selling of alcohol is the domain of the TABC and may be denied at their discretion.

Permission by the TABC to serve/sell alcohol at a Special Event does not guarantee permission of the City.

Will alcohol be provided free of charge? Yes No

To be considered "free," there cannot be an expectation of receiving money. You cannot charge for admission, ask for donations or accept tips. Doing so would constitute a sale of alcohol and would require a Texas Alcohol Beverage Commission and City Permit.

Will you be charging an entrance or registration fee? Yes No

Will the alcohol be sold? Yes No

If you answered Yes, a Texas Alcohol Beverage Commission and City Permit will be required.

TABC License # _____ Expiration _____

Section 11 – Insurance Requirements

The City of Crowley has established insurance requirements for those facility users, vendors and contractors entering into agreements with the City for the purpose of special events and activities. Before commencing use or services under an agreement with the City of Crowley a certificate of insurance that complies with the requirements referenced below must be furnished.

All special event applicants shall name the City of Crowley as an “Additional Insured” on all policies, and shall reflect this on a Certificate of Liability Insurance. A pplicant shall obtain Certificates of Liability Insurance from all vendors participating in this event unless covered under the applicant’s insurance policy. Separate Certificates of Insurance Liability shall be provided by all carnival and amusement companies and firework production companies and shall name the City of Crowley as “Additional Insured.” Additional coverage may be required depending upon the nature and scope of the event. The City of Crowley reserves the right to evaluate the liability of each event and assess the required insurance limits. Event permits will not be issued until all insurance requirements are satisfactorily met.

The certificate must show:

1. The City of Crowley as “Additional Insured.”
2. General Liability Including:
 - Bodily injury
 - Property damage
 - Medical Expense
 - Personal Injury

Organized League Play

Any organization or group who is renting an athletic field for the purpose of organized league play must provide the following documents:

1. Certificate of Liability Insurance. The city and the group or organization must be co-insured by the policy. The policy must include a minimum of \$500,000.00 per incident, with not less than \$1,000,000.00 aggregate with the same remaining in effect for the term of this agreement. Failure to maintain such insurance shall be cause for immediate cancellation of event/reservation;
2. Health permit (if renting concession stand);
3. Player insurance;
4. State Charter;
5. Bylaws;
6. Schedule; and
7. Emergency contact information.

Section 12 – Compliance with Laws and City Ordinances

1. The applicant will clean the grounds, remove equipment, and restore the permitted site after the event.
2. The applicant is responsible for providing parking assistance if required.
3. Adequate policing for crowd control must be provided by applicant. Off duty officers are available by calling 817-297-2276.
4. The applicant will not nail, staple, or otherwise attach any event-connected signs to any guard post, sign post, utility pole or tree.
5. Admission to the event will not be limited to membership nor will any discrimination be made against a person because of race, creed, sex, color, age, or national origin in conducting the event. Admission to view the event will be open to the general public without discrimination on the grounds of race, color, religion, national origin, sex, or age. Participation in the event may be limited to members of the sponsoring group, provided that the group does not unlawfully discriminate against participation in the event on grounds of race, color, religion, national origin, sex, or age. Request for Special Event Application citing special circumstances for participation requiring gender or age discrimination must be accompanied by an exceedingly persuasive justification.
6. If necessary, the applicant will furnish a map showing the area where the special event is to be conducted.

Section 13 – Acknowledgement and Signature

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of event will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local ordinances regulating this type of event or the use of any land or buildings.

I hereby certify that I have received the property owners consent to utilize above location for the period of time and purpose stated.

I further understand that any deviation from this Application could result in the City closing down or canceling the Event. I understand that a Special Event Permit must be approved by the City of Crowley prior to the occurrence of this Event. The issuance of that permit is contingent upon the compliance with the Special Event Application and acceptance of all listed stipulations or conditions of the Special Event Permit.

Signature:



Date:

Section 13 – Acknowledgement and Signature

Included N/A

Certificate of Liability Insurance
Detailed Site Plan
Route Map
Amusement Ride Certification of Inspection
Tent Permit Application

Public Works	Remarks
Approved Denied Initials	
Fire Department	Remarks
Approved Denied Initials	
Police Department	Remarks
Approved Denied Initials	
Recreation Center	Remarks
Approved Denied Initials	
City Council	Remarks
Approved Denied Initials	



Crowley City Council

AGENDA REPORT

Meeting Date: December 15, 2022

Agenda Item: VII-2

Staff

Contact: Matt Elgin

E-mail: melgin@ci.crowley.tx.us

Phone: 817/297-2201 x 3240

SUBJECT: Consider entering into a Construction and Maintenance agreement between the City of Crowley and Lennar Homes of Texas Land and Construction, LTD. relating to the temporary easements and drainage channels necessary to support the Rosemary Ridge Development project.

BACKGROUND/DISCUSSION

Rosemary Ridge is a residential home subdivision being constructed within Fort Worth along the northwest city limits of Crowley. The area of land for the purposes of this discussion is the land around the north and north east side of the S.H. Crowley Elementary School on McCart Avenue. The drainage outfalls on the east side of the site will need to drain towards the east to ultimately reach the Deer Creek waterway. This section of Deer Creek flows through Crowley, thus the need to engage the City of Crowley in this discussion. The necessary temporary drainage easements for these drainage channels has been considered as a separate Council action.

The land owner, of the land within the City of Crowley, has agreed to conveyance of the necessary temporary drainage easements and agreed to allow the construction of the necessary storm water facility improvements. The agreement being considered by this Council item addresses the construction and maintenance of the drainage channels. The agreement will be entered into by the City of Crowley and the developer of Rosemary Ridge (Lennar Homes of Texas Land and Construction, LTD.). Lennar has agreed to construct and maintain the drainage channels, per the approved construction plans, extending from the City of Crowley city limits to Deer Creek. These channels are to be constructed prior to requesting final acceptance of the public improvements for the Rosemary Ridge Phase 6 project within the City of Fort Worth.

Lennar will be responsible for the maintenance of the channels per the terms of the agreement. Once the appropriate phase of Miraverde (a housing development within Crowley city limits) is constructed these drainage channels will then be incorporated into that future development project design.

FINANCIAL IMPACT

No financial impact to report.

RECOMMENDATION

Staff recommends the approval and acceptance of this construction and maintenance agreement.

Staff has worked with the Rosemary Ridge engineer of record to review and evaluate the need for these drainage channels to effectively support that development. The City engineer (Teague, Nall, and Perkins) has reviewed the drainage calculations of the Rosemary Ridge development and confirmed the drainage analysis and design of both that project and the design of these channels to be adequate from an engineering standpoint.

Staff has worked with the City Attorney to draft the construction agreement presented to address all necessary requirements for this process.

ATTACHMENTS:

- Agreement Related to Channel Construction within the Temporary Drainage Easements
- Site layout (used to show approximate easement locations)
- TNP Acceptance Letter

Agreement Related to Temporary Drainage Easements

This Agreement is entered into on this _____ day of December, 2022 by and between the City of Crowley, Texas (“Crowley”) and Lennar Homes of Texas Land and Construction, LTD. (“Lennar”).

Recitals

WHEREAS, Lennar owns and is developing a single family residential development known as “Rosemary Ridge Addition” to the City of Fort Worth, which Addition borders the City of Crowley; and

WHEREAS, Phase 6 of the Rosemary Ridge Addition, described and depicted in the attached Exhibit “A”, is in the final development stage, and requires off-site drainage channels to the east of the Rosemary Ridge Addition across the future Mira Verde Phase 2 Addition in the City of Crowley, described and depicted in the attached Exhibit “B”; and

WHEREAS, the owner of the future Mira Verde Phase 2 Addition in Crowley has granted three (3) 50’ wide temporary drainage easements across the Mira Verde Phase 2 Addition to carry drainage outfall from the Rosemary Ridge Addition to the natural drainage way to the east of the Mira Verde Phase 2 Addition, such temporary drainage easements are attached hereto as Exhibits “C-1”, “C-2”, and “C-3” respectively (the “Temporary Drainage Easements”); and

WHEREAS, Lennar agrees to design, construct and maintain the required storm drainage outfalls and off-site drainage channels within the Temporary Drainage Easements until such time as they are replaced by the construction of permanent improvements in relation to the Mira Verde Phase 2 Addition in Crowley; and

WHEREAS, Lennar and Crowley desire to document their respective duties and obligations with respect to the Temporary Drainage Easements as set forth herein, which shall be binding upon and run with the Rosemary Ridge Phase 6 Addition and the Mira Verde Phase 2 Addition land.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Crowley and Lennar agree that the above recitals are true and correct, and form the basis of this Agreement.
2. Lennar agrees to design and construct the required storm drainage outfalls and off-site drainage channel improvements shown on the grading and erosion control plans for Rosemary Ridge Phase 6 Addition attached hereto as Exhibit “D” within the Temporary Drainage Easements. Lennar, its successors and assigns further agree and covenant to maintain the off-site drainage

improvements within the Temporary Drainage Easements after construction and until such time as they are replaced by the construction of permanent drainage improvements in relation to the development of the Mira Verde Phase 2 Addition in the City of Crowley.

3. Lennar agrees that Crowley shall be permitted to inspect the off-site drainage channel improvements at reasonable times throughout the construction process, and that acceptance of the off-site drainage channel improvements by Crowley shall be a condition precedent to Lennar requesting acceptance from the City of Fort Worth of the public improvements for the Rosemary Ridge Phase 6 Addition.

Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement and understanding of the parties and supersedes all offers, negotiations and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

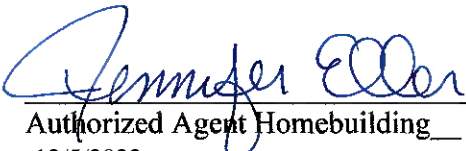
2. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in Tarrant County, Texas. Should any action be brought for enforcement of or arising out of the terms and conditions of this Agreement, venue shall be in Tarrant County, Texas.

3. The provisions of this Agreement are severable and in the event any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in force and effect.

4. This Agreement and all covenants of Lennar, including the covenant to maintain the Temporary Drainage Easements, shall run with the Rosemary Ridge Phase 6 Addition and Mira Verde Phase 2 Addition, and shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and assigns. The Agreement shall be filed of record in the Tarrant County deed records.

IN WITNESS WHEREOF, this Agreement is executed as of the dates reflected below.

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
a Texas limited partnership, U.S. Home LLC, a Delaware limited liability company (as successor-in-
interest by conversion from U.S. Home Corporation, a Delaware corporation), its General Partners

By:  (Jennifer Eller)
Its: Authorized Agent Homebuilding
Date: 12/5/2022

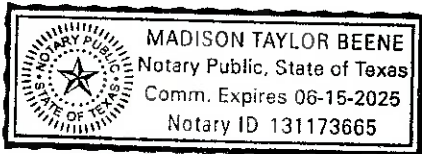
City of Crowley, Texas

By: _____
Its: _____
Date: _____

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Jennifer Elzy, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the Auth. Agent of Lennar Homes of Texas Land and Construction, LTD and that he/she is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5 day of December, 2022.



Notary Public in and for the State of Texas

Madison Beene

Type or Print Notary's Name

My Commission Expires:

6/15/25

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of the City of Crowley, Texas, and that he/she executed the same on behalf of the City for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2022.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

Exhibit “A”

Rosemary Ridge Addition Description/Depiction

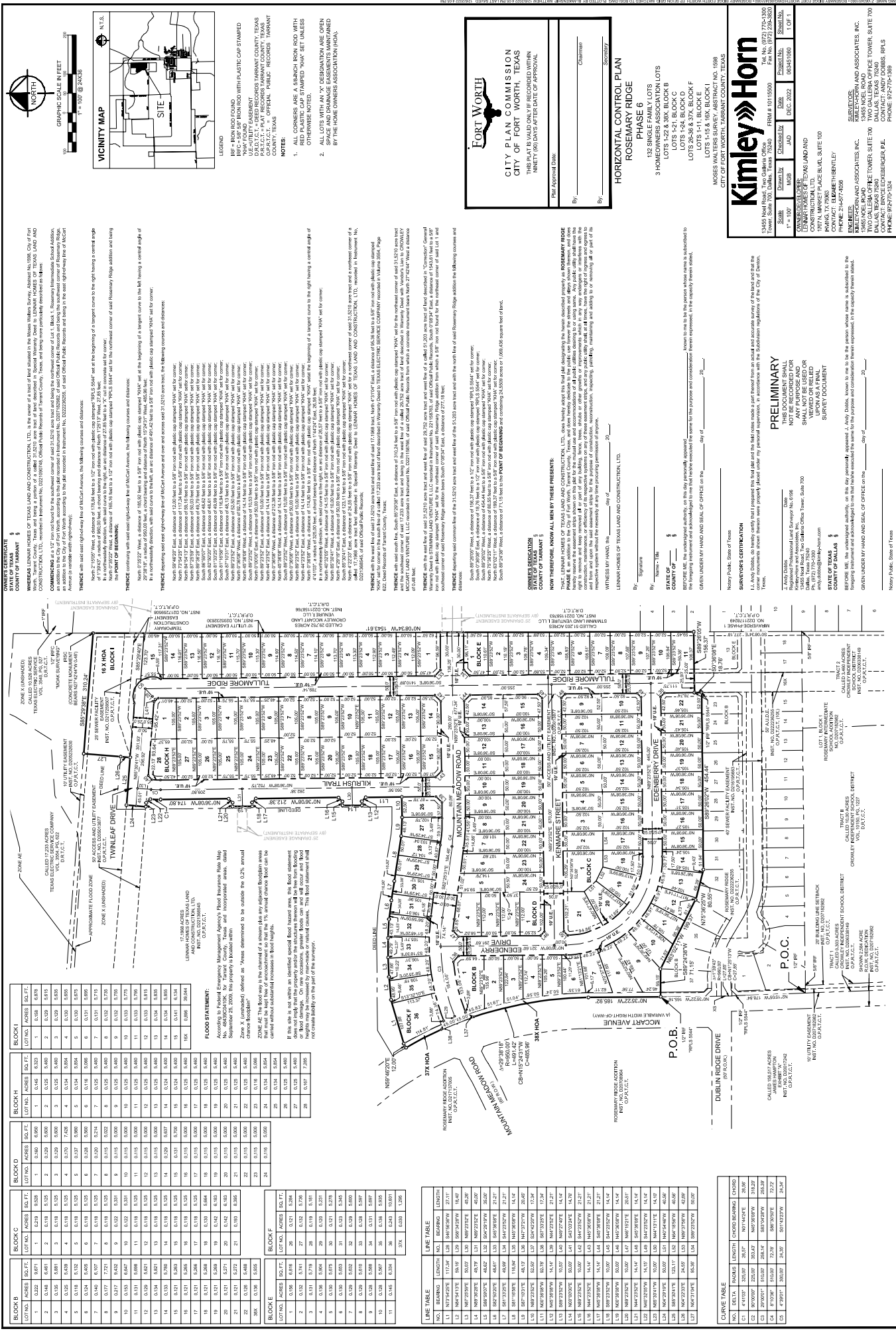


Exhibit “B”

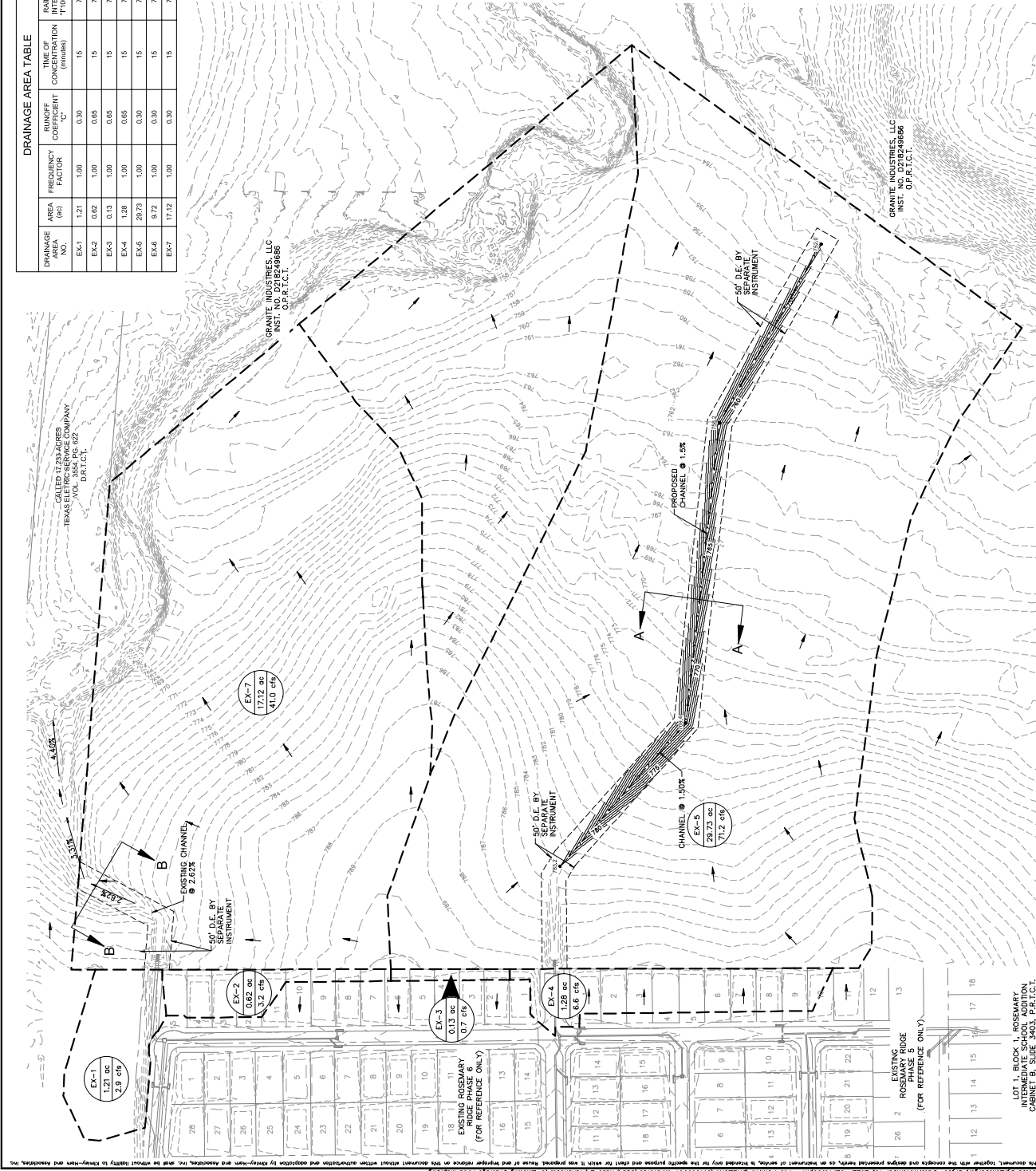
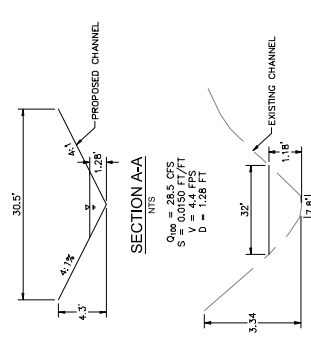
Mira Verde Addition Description/Depiction

- ## DRAINAGE DESIGN CRITERIA
- Q100 = CFA
- Q = FLOW IN CUBIC FEET PER SECOND (CFS)
- C = RUNOFF COEFFICIENT = 0.30 (EXISTING)
0.60 (RESIDENT AL)
- I = INTENSITY (TIME OF CONCENTRATION = TC)
- TC OF 15 MINUTES (RESIDENTIAL) = 7.96 IN/H
- A = DRAINAGE AREA IN ACRES

- ### 1. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- ### 2. SEE STORM DRAIN PLAN A PROFILE SHEETS FOR DETAILED INFORMATION ON STORM DRAIN LINES.
- ### 3. ALL STORM DRAIN LINES SHALL BE RCP CLASS III UNLESS OTHERWISE NOTED.

STANDARD EROSION CONTROL
GENERAL NOTES

- [illegible]



LOT 1, BLOCK 1, ROSEMARY
INTERMEDIATE SCHOOL ADDITION
CABINET B, SLIDE 3403, P.R.T.C.

Exhibit “C-1”

Temporary Drainage Easement

**CITY OF CROWLEY
TEMPORARY
DRAINAGE EASEMENT**

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

That, Crowley McCart Land Venture I, LLC (“Grantor”), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey to the CITY OF CROWLEY (“Grantee”) of Tarrant County, Texas, a temporary easement for the purpose of installing, burying, repairing, maintaining, altering, replacing, relocating, and operating drainage utility facilities and appurtenances in, into, upon, over, across and under that land in Tarrant County, Texas, described as follows, to-wit:

A 50’ Drainage Easement containing approximately 0.3339 acres, as more particularly described on Exhibit “A” attached hereto and shown on Exhibit “B” attached hereto, together with the right of ingress and egress as necessary for such purposes.

Grantor covenants and agrees that Grantee shall have the right to excavate and fill upon said easement and to remove from said easement, any fences, building or other obstructions as may now or hereafter be found upon said easement.

Grantor covenants and agrees that Grantor and Grantor’s heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed any temporary or permanent structure in, into, upon, over, across or under any easements granted herein.

TO HAVE AND TO HOLD the above-described easement forever, together with all and singular, the rights and appurtenances thereto, anywise belonging unto Grantee, its successors and assigns; and Grantor does hereby bind Grantor, Grantor’s heirs and assigns, to warrant and to forever defend all and singular the premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

This Drainage Easement is being temporarily conveyed to Grantee pending the final approval and dedication by plat of permanent drainage easements and public rights-of-way (“Permanent Easements”) across other portions of Grantor’s property that will in part benefit the adjacent property known as Rosemary Ridge Phases 5-7 (the “Adjacent Development”), being owned and developed by Lennar Homes of Texas Land and Construction, Ltd. (“Lennar”). Upon the filing and dedication of Permanent Easements benefitting the Adjacent Development across other portions of Grantor’s property, this Drainage Easement will automatically terminate, be NULL AND VOID and revert to the Grantor. In addition, Grantee agrees to execute and file of record a full release of this Temporary Drainage Easement immediately upon its termination, and the recorded final plat of Grantor’s property shall govern Lennar’s drainage rights across Grantor’s property thereafter.

EXECUTED this the _____ day of _____, 20____.

GRANTOR: Crowley McCart Land Venture I, LLC

By (Signature):

(Print Name) S. Thomas Mitchell, Title: Manager

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF Tarrant §

BEFORE ME, the undersigned authority in and for said Tarrant County, Texas, on this day personally appeared Thomas Mitchell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

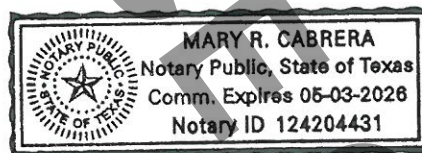
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of November, 2022

My Commission Expires:

May 3, 2026

Mary Cabrera
Notary Public in and for the State of Texas

Mary Cabrera
Type or Print Notary's Name



CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the _____ of _____, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission Expires:

Type or Print Notary's Name

CITY OF CROWLEY – GRANTEE

By: Billy Davis, Mayor

EASEMENT DESCRIPTION

BEING a tract of land situated in the in the Moses Walters Survey, Abstract No. 1598, City of Fort Worth, Tarrant County, Texas and being a portion of a called 29.752 acre tract of land described in Warranty Deed with Vendor's Lien to CROWLEY MCCART LAND VENTURE I, LLC recorded in Instrument No. D221158766, Official Public Records, Tarrant County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod with cap stamped "MOAK SURVEYING" found in the east line of a called 17.233 acre tract of land described in Warranty Deed to TEXAS ELECTRIC SERVICE COMPANY recorded in Volume 3554, Page 622, Deed Records of Tarrant County, Texas, and being the southwest corner of a called 10.526 acre tract of land described in Warranty Deed to TEXAS ELECTRIC SERVICE COMPANY recorded in Volume 3540, Page 527, of said Deed Records and being the northwest corner of said 29.752 acre tract;

THENCE with said east line of the 17.233 acre tract and west line of said 29.752 acre tract, South 0°12'59" East, a distance of 53.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the southeast corner of said 17.233 acre tract and being the northeast corner of a called 31.5210 acre tract of land described in Special Warranty Deed to LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., recorded in Instrument No. D221090748, of said Official Public Records, from which a concrete monument bears North 27°42'44" West a distance of 0.48 feet;

THENCE with the common line of said called 31.5210 acre tract of land and said called 29.752 acre tract of land, South 0°08'34" East, a distance of 93.93 feet to the **POINT OF BEGINNING**;

THENCE departing said common line of the called 31.5210 acre tract and the called 29.752 acre tract, and over and across said called 29.752 acre tract, the following courses and distances:

South 85°30'03" East, a distance of 88.89 feet to a point for corner;

North 27°57'41" East, a distance of 160.38 feet to a point for corner in the north line of said called 29.752 acre tract and in the south line of said called 10.526 acre tract;

THENCE with said north line of the called 29.752 acre tract and said south line of the called 10.526 acre tract, South 85°30'50" East, a distance of 54.51 feet to a point for corner;

THENCE departing said north line of the called 29.752 acre tract and said south line of the called 10.526 acre tract, and over and across said 29.752 acre tract, the following courses and distances:

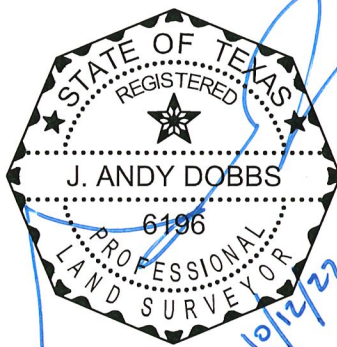
South 27°57'41" West, a distance of 214.90 feet to a point for corner;

North 85°30'03" West, a distance of 117.63 feet to a point for corner in said common line of the called 31.5210 acre tract of land and the called 29.752 acre tract of land, from which a 5/8" iron rod found bears, South 00°08'34" East, a distance of 1,676.69 feet;

THENCE with said common line of the called 31.5210 acre tract of land and the called 29.752 acre tract of land, North 00°08'34" West, a distance of 50.16 feet to the **POINT OF BEGINNING** and containing 14,545 square feet or 0.3339 acres of land.

Bearing system based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983. (2011)

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER
SUITE 700
DALLAS, TEXAS 75240
PH. (972) 770-1300
ANDY.DOBBS@KIMLEY-HORN.COM

**DRAINAGE EASEMENT**

MOSES WALTERS SURVEY, ABSTRACT NO. 1598
CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240

FIRM # 10115500

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	LDV	JAD	Oct. 2022	063451060	1 OF 2

EXHIBIT B

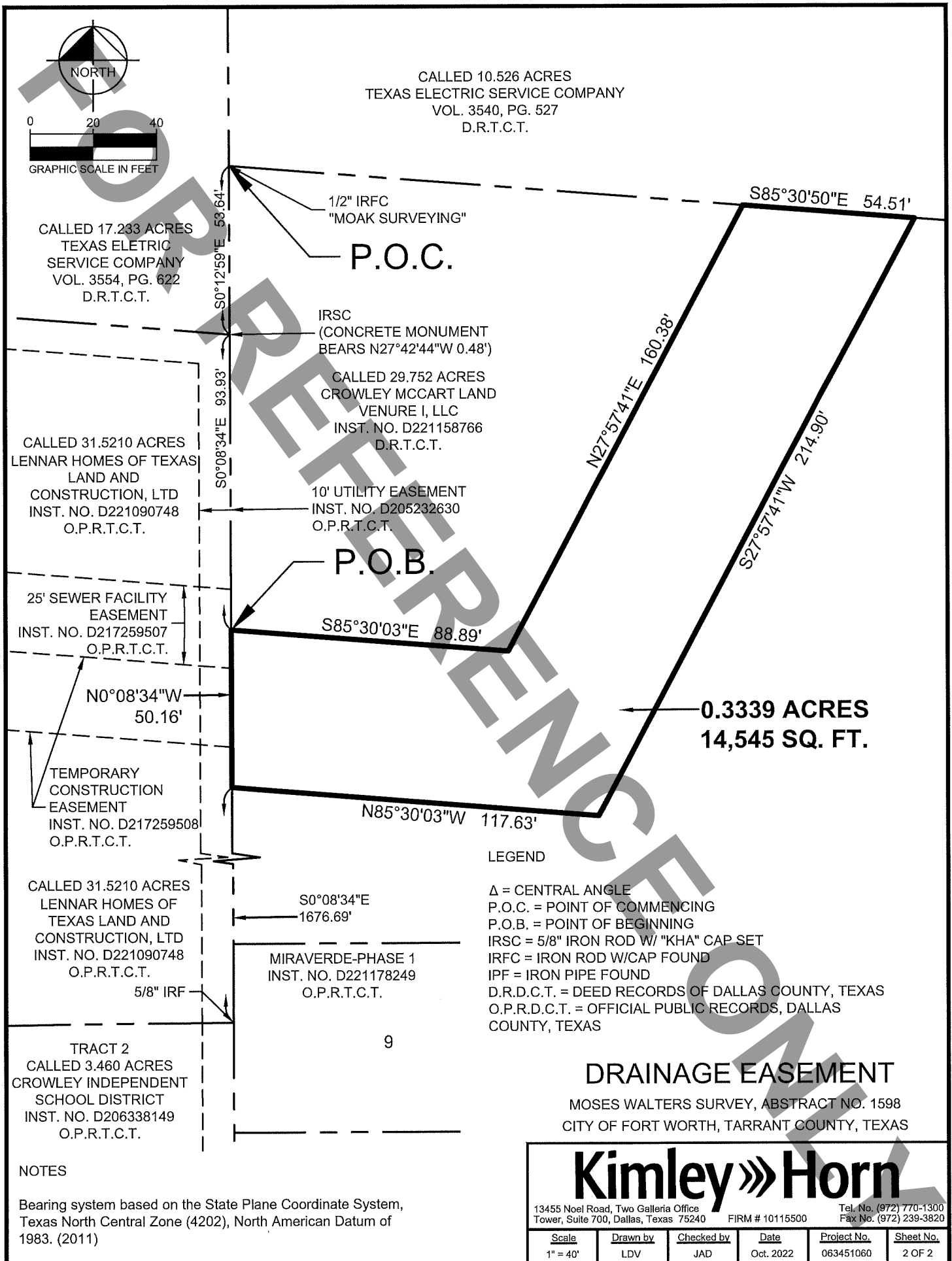


Exhibit “C-2”

Temporary Drainage Easement

**CITY OF CROWLEY
TEMPORARY
DRAINAGE EASEMENT**

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

That, Crowley McCart Land Venture I, LLC ("Grantor"), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey to the CITY OF CROWLEY ("Grantee") of Tarrant County, Texas, a temporary easement for the purpose of installing, burying, repairing, maintaining, altering, replacing, re-locating, and operating drainage utility facilities and appurtenances in, into, upon, over, across and under that land in Tarrant County, Texas, described as follows, to-wit:

A Drainage Easement containing approximately 0.1348 acres, as more particularly described on Exhibit "A" attached hereto and shown on Exhibit "B" attached hereto, together with the right of ingress and egress as necessary for such purposes.

Grantor covenants and agrees that Grantee shall have the right to excavate and fill upon said easement and to remove from said easement, any fences, building or other obstructions as may now or hereafter be found upon said easement.

Grantor covenants and agrees that Grantor and Grantor's heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed any temporary or permanent structure in, into, upon, over, across or under any easements granted herein.

TO HAVE AND TO HOLD the above-described easement forever, together with all and singular, the rights and appurtenances thereto, anywise belonging unto Grantee, its successors and assigns; and Grantor does hereby bind Grantor, Grantor's heirs and assigns, to warrant and to forever defend all and singular the premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

This Drainage Easement is being temporarily conveyed to Grantee pending the final approval and dedication by plat of permanent drainage easements and public rights-of-way ("Permanent Easements") across other portions of Grantor's property that will in part benefit the adjacent property known as Rosemary Ridge Phases 5-7 (the "Adjacent Development"), being owned and developed by Lennar Homes of Texas Land and Construction, Ltd. ("Lennar"). Upon the filing and dedication of Permanent Easements benefitting the Adjacent Development across other portions of Grantor's property, this Drainage Easement will automatically terminate, be NULL AND VOID and revert to the Grantor. In addition, Grantee agrees to execute and file of record a full release of this Temporary Drainage Easement immediately upon its termination, and the recorded final plat of Grantor's property shall govern Lennar's drainage rights across Grantor's property thereafter.

EXECUTED this the _____ day of _____, 20_____.

GRANTOR: Crowley McCart Land Venture I, LLC

By (Signature):

(Print Name) S. Thomas Mitchell, Title: Manager

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF Tarrant §

BEFORE ME, the undersigned authority in and for said Tarrant County, Texas, on this day personally appeared Thomas Mitchell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

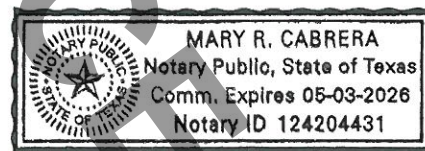
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of November, 2022

Mary Cabrera
Notary Public in and for the State of Texas

My Commission Expires:

May 3, 2026

Mary Cabrera
Type or Print Notary's Name



CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the _____ of _____, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission Expires:

Type or Print Notary's Name

CITY OF CROWLEY – GRANTEE

By: Billy Davis, Mayor

EASEMENT DESCRIPTION

BEING a tract of land situated in the in the Moses Walters Survey, Abstract No. 1598, City of Fort Worth, Tarrant County, Texas and being a portion of a called 29.752 acre tract of land described in Warranty Deed with Vendor's Lien to CROWLEY MCCART LAND VENTURE I, LLC recorded in Instrument No. D221158766, Official Public Records, Tarrant County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod with cap stamped "MOAK SURVEYING" found in the east line of a called 17.233 acre tract of land described in Warranty Deed to TEXAS ELECTRIC SERVICE COMPANY recorded in Volume 3554, Page 622, Deed Records of Tarrant County, Texas, and being the southwest corner of a called 10.526 acre tract of land described in Warranty Deed to TEXAS ELECTRIC SERVICE COMPANY recorded in Volume 3540, Page 527, of said Deed Records and being the northwest corner of said 29.752 acre tract;

THENCE with said east line of the 17.233 acre tract and west line of said 29.752 acre tract, South 0°12'59" East, a distance of 53.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the southeast corner of said 17.233 acre tract and being the northeast corner of a called 31.5210 acre tract of land described in Special Warranty Deed to LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., recorded in Instrument No. D221090748, of said Official Public Records, from which a concrete monument bears North 27°42'44" West a distance of 0.48 feet;

THENCE with the common line of said 31.5210 acre tract and said 29.752 acre tract, South 0°08'34" East, a distance of 897.24 feet to the **POINT OF BEGINNING**;

THENCE departing said common line and over and across said 29.752 acre tract, the following courses and distances:

North 89°21'18" East, a distance of 191.36 feet to a point for corner;

South 59°03'00" East, a distance of 54.31 feet to a point in the common line of said 29.752 acre tract and a called 51.203 acre tract of land described in "Correction" General Warranty Deed to STM/MNM LAND VENTURE I, LLC recorded in Instrument No. D221158763, of said Official Public Records;

THENCE with said common line of the 51.203 acre tract and the 29.752 acre tract, South 89°49'59" West, a distance of 237.86 feet to a point for the northwest corner of said 51.203 acre tract and the southwest corner of said 29.752 acre tract and being in the east line of said 31.5210 acre tract, from which a 5/8" iron rod found for the southeast corner of said 31.5210 acre tract, bears South 0°08'34" East, a distance of 897.08 feet;

THENCE with said common line of the 31.5210 acre tract and the 29.752 acre tract, North 0°08'34" West, a distance of 26.47 feet to the **POINT OF BEGINNING** and containing 5,870 square feet or 0.1348 acres of land.

Bearing system based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983. (2011)

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER
SUITE 700
DALLAS, TEXAS 75240
PH. (972) 770-1300
ANDY.DOBBS@KIMLEY-HORN.COM

**DRAINAGE EASEMENT**

MOSES WALTERS SURVEY, ABSTRACT NO. 1598
CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240

FIRM # 10115500

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	LDV	JAD	Sep. 2022	063451060	1 OF 2

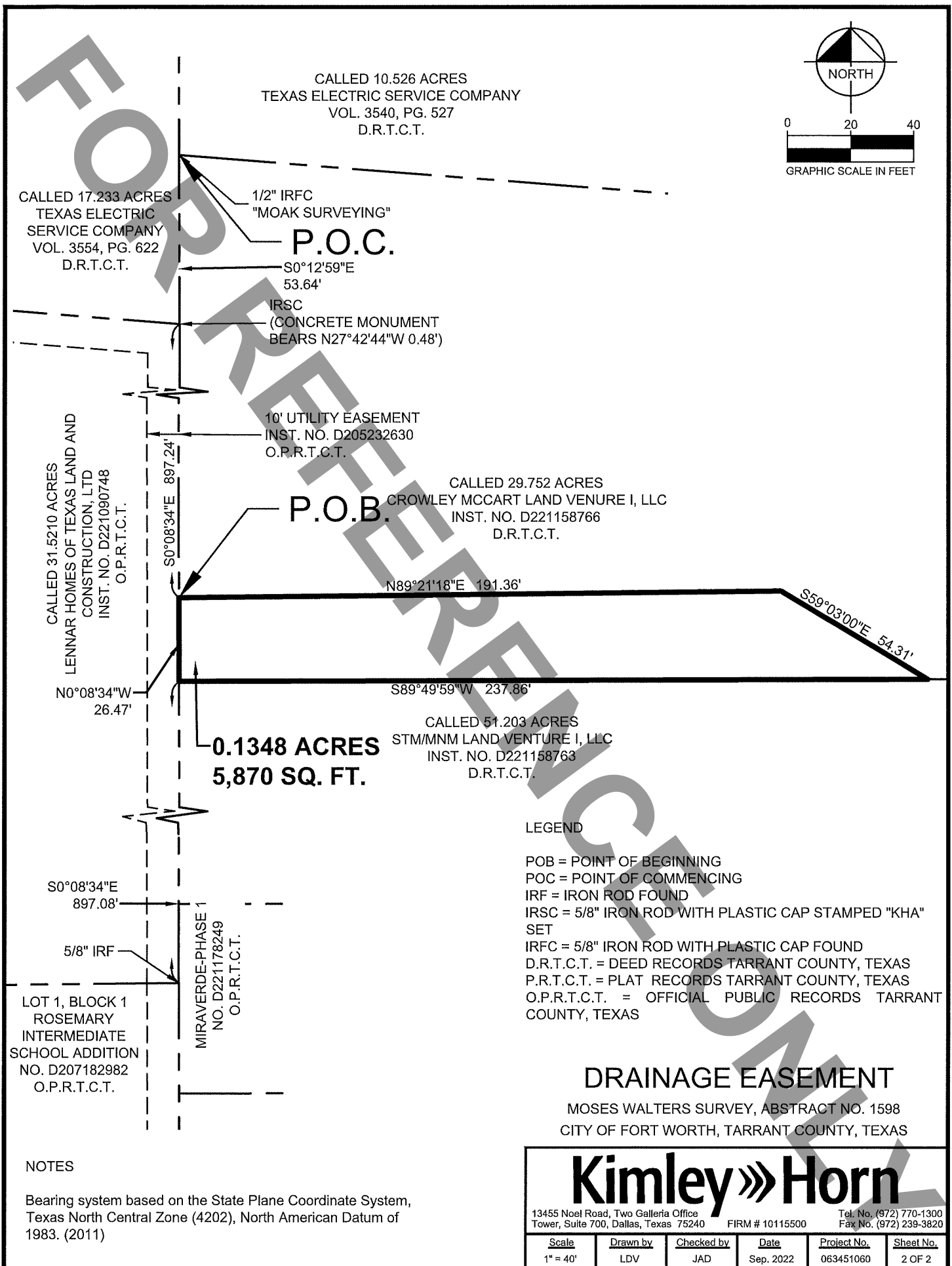


Exhibit “C-3”

Temporary Drainage Easement

**CITY OF CROWLEY
TEMPORARY
DRAINAGE EASEMENT**

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

That, STM/MNM Land Venture I, LLC (“Grantor”), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey to the CITY OF CROWLEY (“Grantee”) of Tarrant County, Texas, a temporary easement for the purpose of installing, burying, repairing, maintaining, altering, replacing, relocating, and operating drainage utility facilities and appurtenances in, into, upon, over, across and under that land in Tarrant County, Texas, described as follows, to-wit:

A 50’ Drainage Easement containing approximately 1.725 acres, as more particularly described on Exhibit “A” attached hereto and shown on Exhibit “B” attached hereto, together with the right of ingress and egress as necessary for such purposes.

Grantor covenants and agrees that Grantee shall have the right to excavate and fill upon said easement and to remove from said easement, any fences, building or other obstructions as may now or hereafter be found upon said easement.

Grantor covenants and agrees that Grantor and Grantor’s heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed any temporary or permanent structure in, into, upon, over, across or under any easements granted herein.

TO HAVE AND TO HOLD the above-described easement forever, together with all and singular, the rights and appurtenances thereto, anywise belonging unto Grantee, its successors and assigns; and Grantor does hereby bind Grantor, Grantor’s heirs and assigns, to warrant and to forever defend all and singular the premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

This Drainage Easement is being temporarily conveyed to Grantee pending the final approval and dedication by plat of permanent drainage easements and public rights-of-way (“Permanent Easements”) across other portions of Grantor’s property that will in part benefit the adjacent property known as Rosemary Ridge Phases 5-7 (the “Adjacent Development”), being owned and developed by Lennar Homes of Texas Land and Construction, Ltd. (“Lennar”). Upon the filing and dedication of Permanent Easements benefitting the Adjacent Development across other portions of Grantor’s property, this Drainage Easement will automatically terminate, be NULL AND VOID and revert to the Grantor. In addition, Grantee agrees to execute and file of record a full release of this Temporary Drainage Easement immediately upon its termination, and the recorded final plat of Grantor’s property shall govern Lennar’s drainage rights across Grantor’s property thereafter.

EXECUTED this the _____ day of _____, 20_____.

GRANTOR: STM/MNM Land Venture I, LLC

By (Signature):

(Print Name) S. Thomas Mitchell, Title: Manager

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF

Tarrant §

BEFORE ME, the undersigned authority, in and for said Tarrant County, Texas, on this day personally appeared S. Thomas Mitchell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

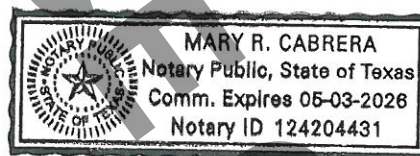
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of November, 2022.

My Commission Expires:

May 3, 2026

Mary Cabrera
Notary Public in and for the State of Texas

Mary Cabrera
Type or Print Notary's Name



CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the _____ of _____, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission Expires:

Type or Print Notary's Name

CITY OF CROWLEY – GRANTEE

By: Billy Davis, Mayor

EASEMENT DESCRIPTION

BEING a tract of land situated in the in the Moses Walters Survey, Abstract No. 1598, City of Fort Worth, Tarrant County, Texas and being a portion of a called 51.203 acre tract of land described in "Correction" General Warranty Deed to STM/MNM LAND VENTURE I, LLC recorded in Instrument No. D221158763, Official Public Records, Tarrant County, Texas and being more particularly described as follows;

COMMENCING at a 1/2" iron rod with cap stamped "MOAK SURVEYING" found in the east line of a called 17.233 acre tract of land described in Warranty Deed to TEXAS ELECTRIC SERVICE COMPANY recorded in Volume 3554, Page 622, Deed Records of Tarrant County, Texas, and being the southwest corner of a called 10.526 acre tract of land described in Warranty Deed to TEXAS ELECTRIC SERVICE COMPANY recorded in Volume 3540, Page 527, of said Deed Records and being the northwest corner of said called 29.752 acre tract;

THENCE with said east line of the called 17.233 acre tract and west line of said called 29.752 acre tract, South 0°12'59" East, a distance of 53.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the southeast corner of said called 17.233 acre tract and being the northeast corner of a called 31.5210 acre tract of land described in Special Warranty Deed to LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., recorded in Instrument No. D221090748, of said Official Public Records, from which a concrete monument bears North 27°42'44" West a distance of 0.48 feet;

THENCE with the common line of said called 31.5210 acre tract and said called 29.752 acre tract, South 0°08'34" East, a distance of 923.71 feet to the northwest corner of said called 51.203 acre tract and being the southwest corner of said called 29.752 acre tract and being the **POINT OF BEGINNING**;

THENCE with the north line of said called 51.203 acre tract and south line of said called 29.752 acre tract, North 89°49'59" East, a distance of 237.86 feet to a point for corner;

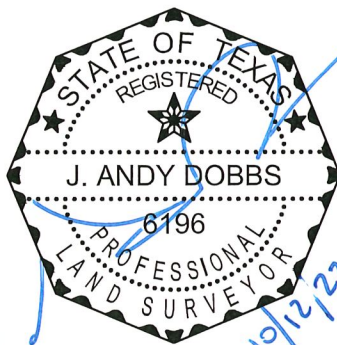
THENCE departing said north line of the called 51.203 acre tract and said south line of the called 29.752 acre tract, and over and across said called 51.203 acre tract, the following courses and distances:

South 48°09'30" East, a distance of 360.59 feet to a point for corner;
 South 83°36'20" East, a distance of 606.64 feet to a point for corner;
 South 60°16'06" East, a distance of 444.69 feet to a point for corner;
 South 29°43'54" West, a distance of 50.00 feet to a point for corner;
 North 60°16'06" West, a distance of 434.36 feet to a point for corner;
 North 83°36'20" West, a distance of 612.29 feet to a point for corner;
 North 48°09'30" West, a distance of 371.80 feet to a point for corner;
 North 59°03'00" West, a distance of 35.40 feet to a point for corner;
 South 89°21'18" West, a distance of 177.65 feet to a point for corner in the west line of said called 51.203 acre tract and east line of said called 31.5210 acre tract, from which a 5/8" iron rod found bears, South 00°08'34" East, a distance of 873.55 feet;

THENCE with said west line of the called 51.203 acre tract and said east line of the called 31.5210 acre tract, North 00°08'34" West, a distance of 23.53 feet to the **POINT OF BEGINNING** and containing 76,357 square feet or 1.7529 acres of land.

Bearing system based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983. (2011)

J. ANDY DOBBS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6196
 13455 NOEL ROAD
 TWO GALLERIA OFFICE TOWER
 SUITE 700
 DALLAS, TEXAS 75240
 PH. (972) 770-1300
 ANDY.DOBBS@KIMLEY-HORN.COM

**DRAINAGE EASEMENT**

MOSES WALTERS SURVEY, ABSTRACT NO. 1598
 CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

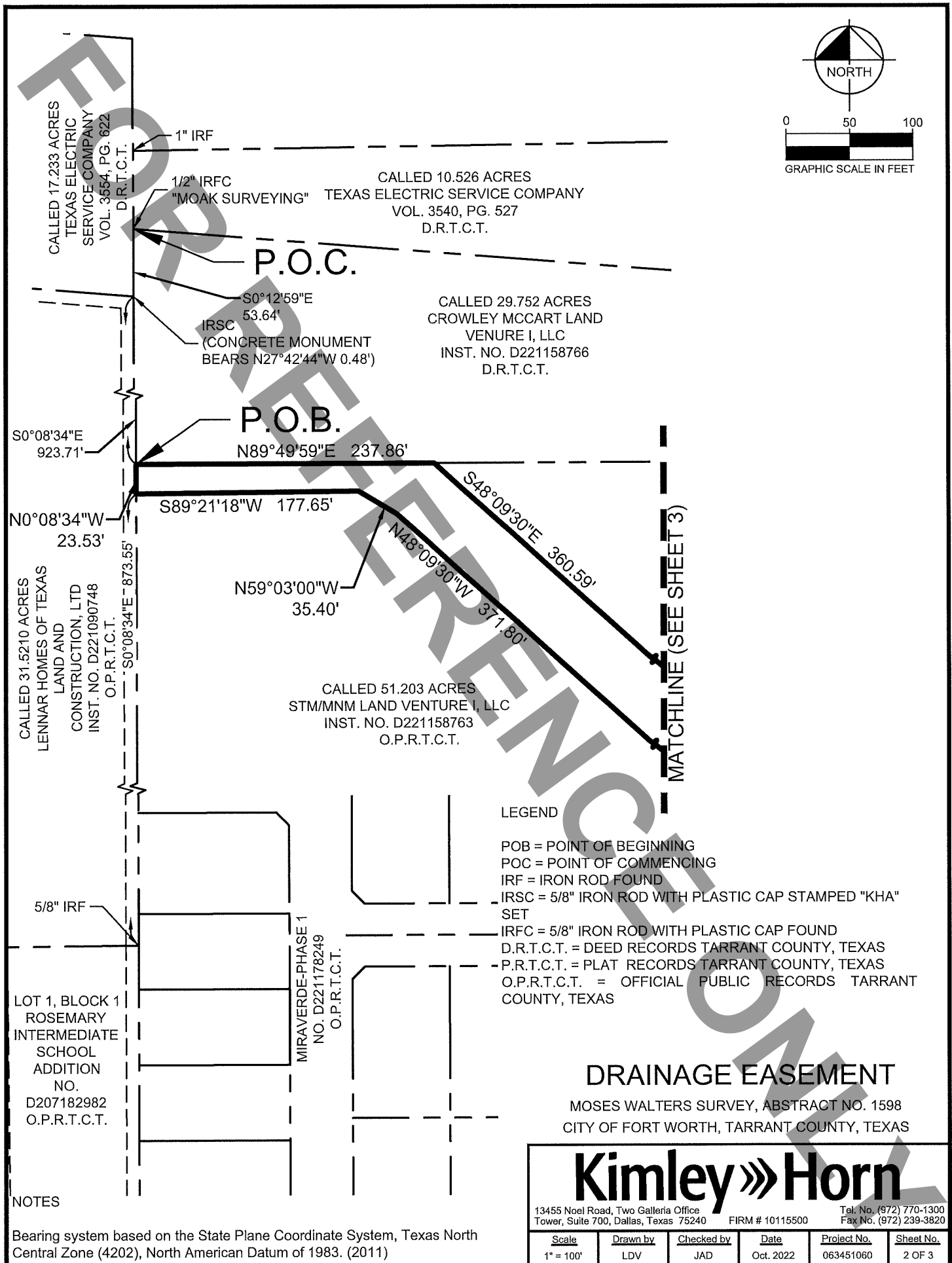
Kimley»Horn

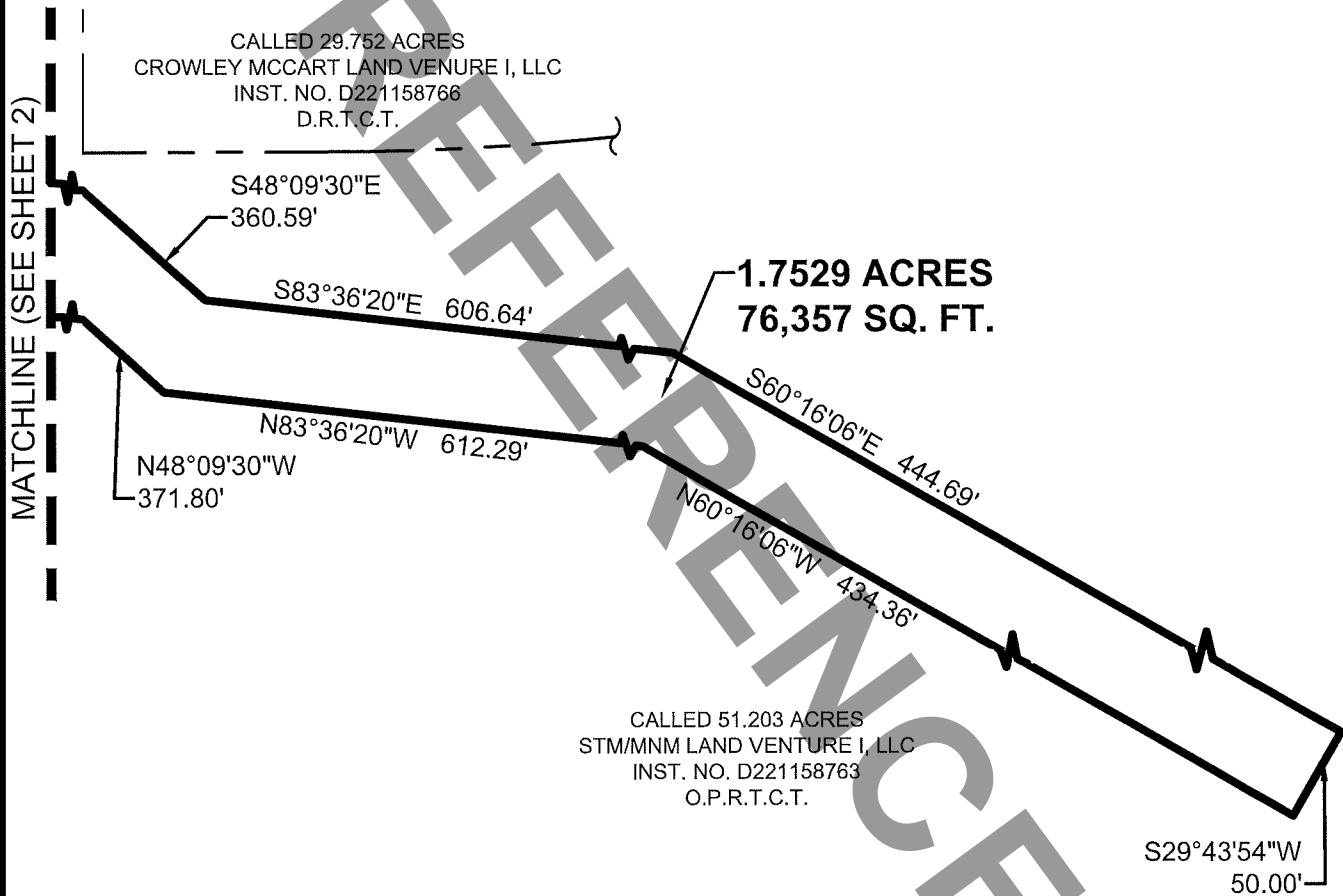
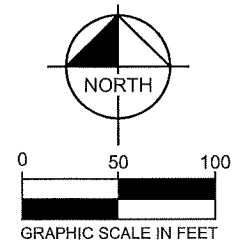
13455 Noel Road, Two Galleria Office
 Tower, Suite 700, Dallas, Texas 75240

FIRM # 10115500

Tel. No. (972) 770-1300
 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	LDV	JAD	Oct. 2022	063451060	1 OF 3





LEGEND

POB = POINT OF BEGINNING
 POC = POINT OF COMMENCING
 IRF = IRON ROD FOUND
 IRSC = 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET
 IRFC = 5/8" IRON ROD WITH PLASTIC CAP FOUND
 D.R.T.C.T. = DEED RECORDS TARRANT COUNTY, TEXAS
 P.R.T.C.T. = PLAT RECORDS TARRANT COUNTY, TEXAS
 O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TARRANT COUNTY, TEXAS

NOTES

Bearing system based on the State Plane Coordinate System,
 Texas North Central Zone (4202), North American Datum of 1983.
 (2011)

DRAINAGE EASEMENT

MOSES WALTERS SURVEY, ABSTRACT NO. 1598
 CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office
 Tower, Suite 700, Dallas, Texas 75240

FIRM # 10115500

Tel. No. (972) 770-1300
 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	LDV	JAD	Oct. 2022	063451060	3 OF 3

Exhibit “D”

Depiction of Off-Site Drainage Improvements

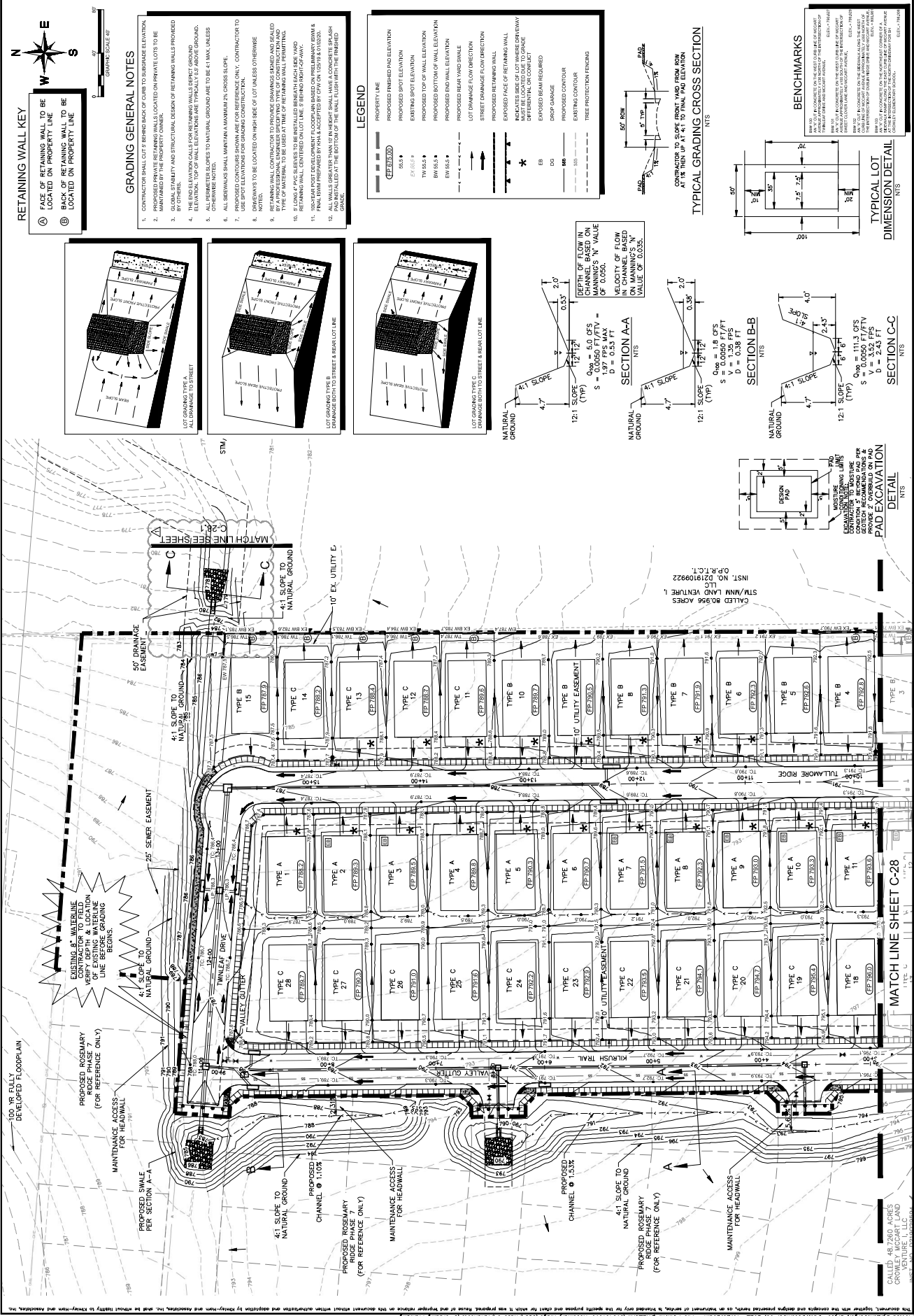
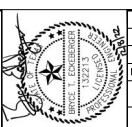
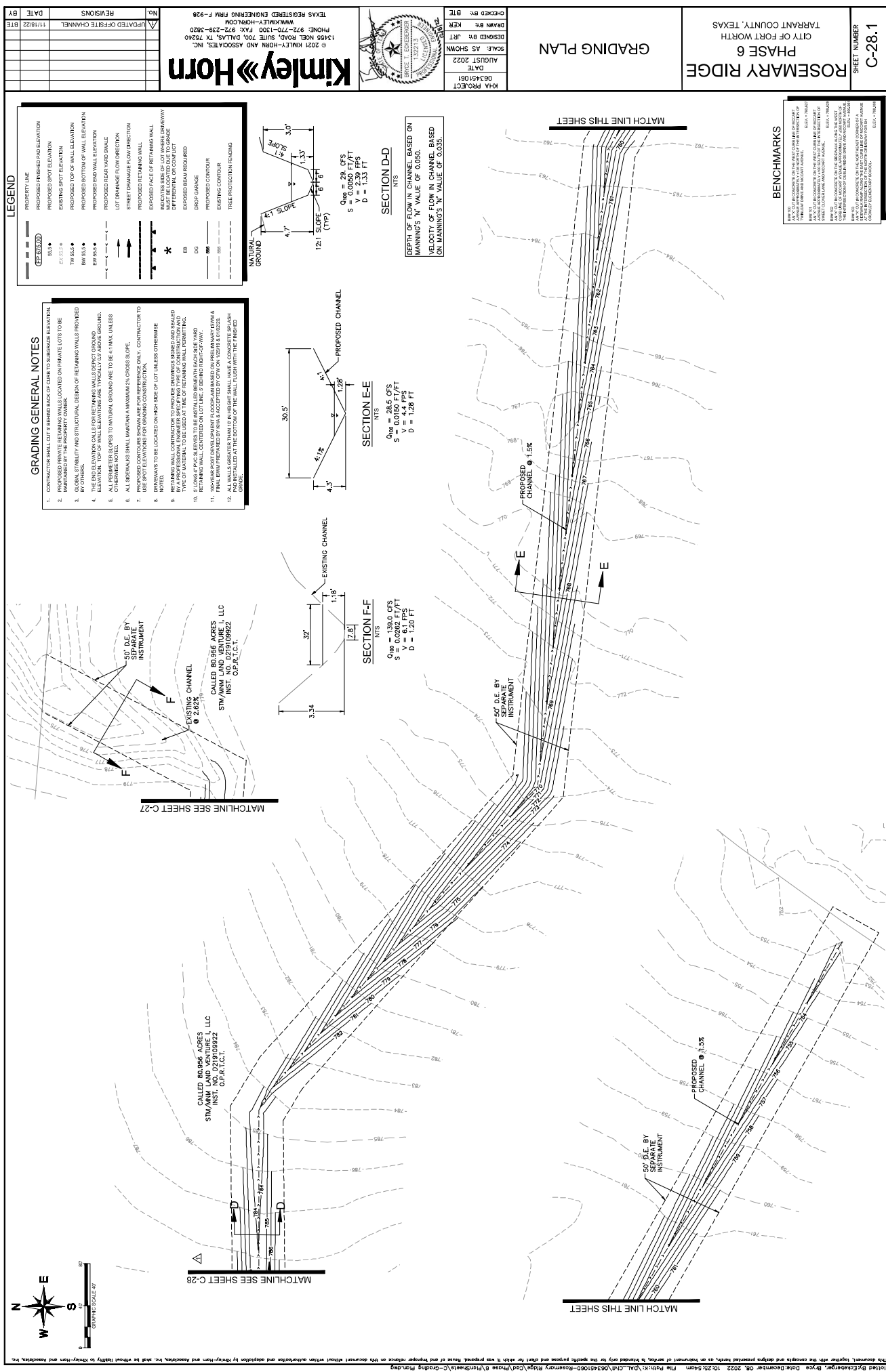
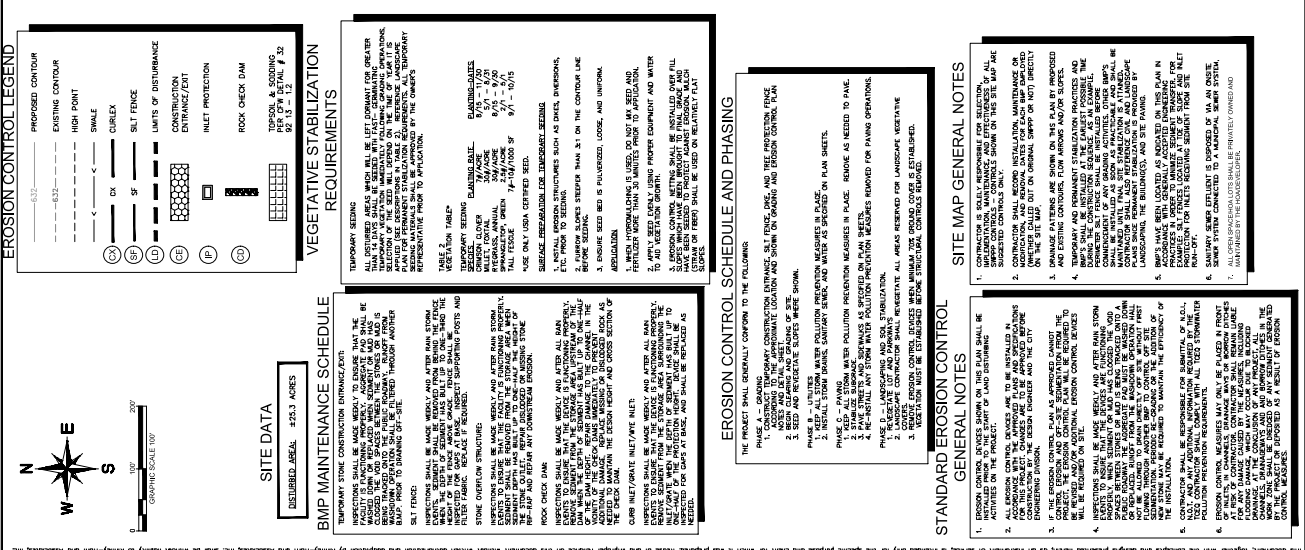
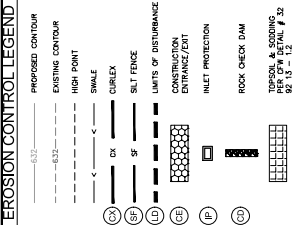
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EXHIBIT D





EROSION CONTROL LEGEND



ERED AREA: ±25.3 ACRES

TEMPORARY STONE CONSTRUCTION ENTRANCE ADJUT.

[illegible]

REQUIREMENTS

[illegible]

RECEIVED BY THE SECRETARY OF THE ARMY
JAN 10 1964

[illegible]

GENERAL NOTES

EROSION CONTROL DEVICES SHOWN ON THIS PLAN SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBANCE.

[illegible]

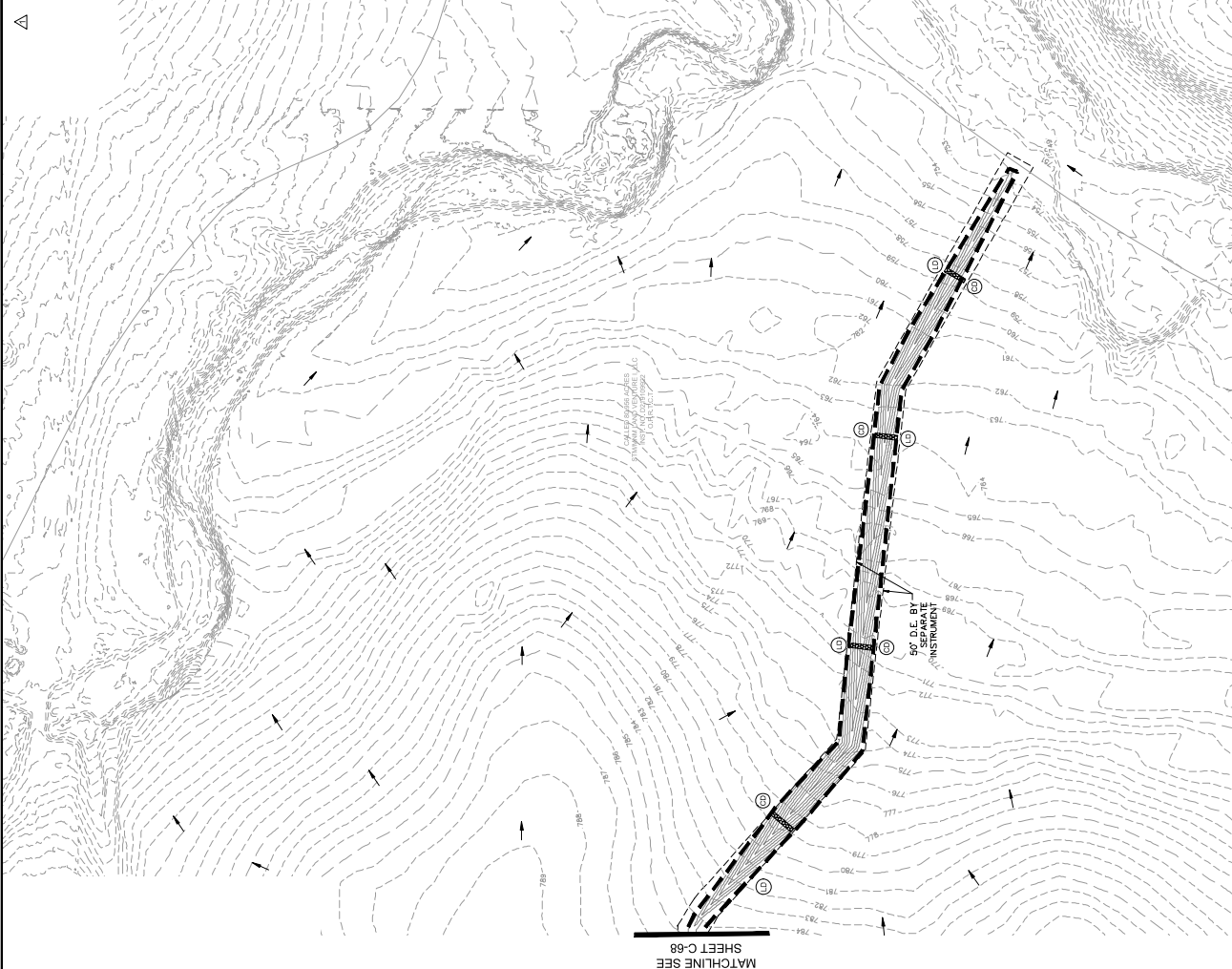
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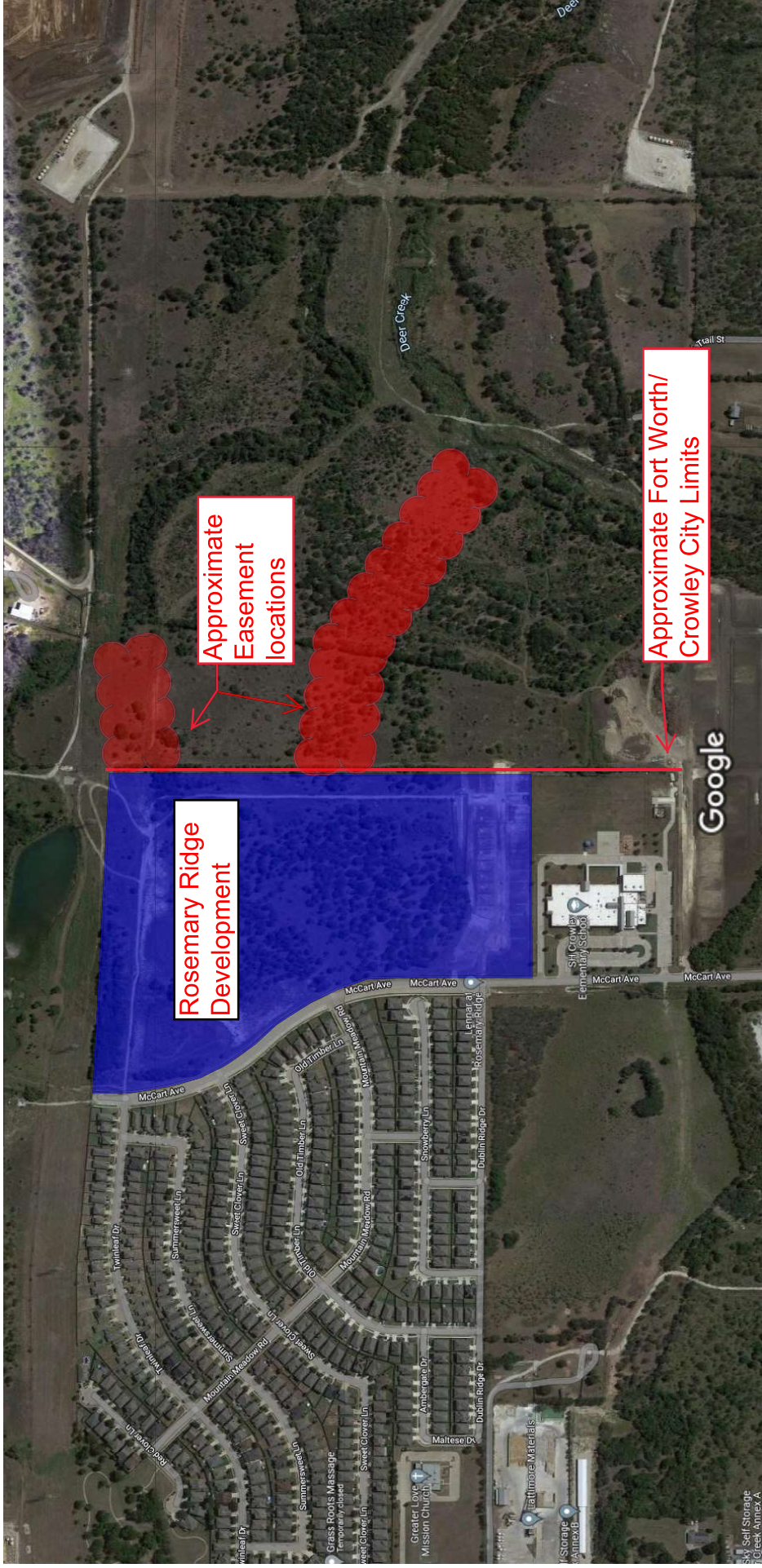
[illegible]

SOIL EROSION AND SEDIMENT CONTROL SHALL BE PROVIDED BY

APPROPRIATE FOR THE LOCATION, DESIGN, AND INTENDED USE OF THE PROJECT. THE PROJECT SHALL BE DESIGNED TO ACHIEVE THE FOLLOWING PERFORMANCE GOALS:

- 1. THE PROJECT SHALL BE DESIGNED TO PROVIDE ADEQUATE DRAINAGE FOR ALL ADJACENT PROPERTIES AND TO PREVENT ANY UNDESIRABLE EFFECTS ON ADJACENT PROPERTIES.
- 2. THE PROJECT SHALL BE DESIGNED TO PREVENT ANY UNDESIRABLE EFFECTS ON ADJACENT PROPERTIES.
- 3. THE PROJECT SHALL BE DESIGNED TO PREVENT ANY UNDESIRABLE EFFECTS ON ADJACENT PROPERTIES.
- 4. THE PROJECT SHALL BE DESIGNED TO PREVENT ANY UNDESIRABLE EFFECTS ON ADJACENT PROPERTIES.
- 5. THE PROJECT SHALL BE DESIGNED TO PREVENT ANY UNDESIRABLE EFFECTS ON ADJACENT PROPERTIES.
- 6. THE PROJECT SHALL BE DESIGNED TO PREVENT ANY UNDESIRABLE EFFECTS ON ADJACENT PROPERTIES.
- 7. THE PROJECT SHALL BE DESIGNED TO PREVENT ANY UNDESIRABLE EFFECTS ON ADJACENT PROPERTIES.
- 8. THE PROJECT SHALL BE DESIGNED TO PREVENT ANY UNDESIRABLE EFFECTS ON ADJACENT PROPERTIES.
- 9. THE PROJECT SHALL BE DESIGNED TO PREVENT ANY UNDESIRABLE EFFECTS ON ADJACENT PROPERTIES.
- 10. THE PROJECT SHALL BE DESIGNED TO PREVENT ANY UNDESIRABLE EFFECTS ON ADJACENT PROPERTIES.





Memorandum

To: Matt Elgin
From: Mandy Clark, P.E., CFM, AICP
CC: Ryan Jones, P.E.
CRO 22008
Date: December 8, 2022
RE: Rosemary Ridge, Phase 6 Construction Plan Acceptance

TNP, on behalf of the City of Crowley, has reviewed the construction plans for Rosemary Ridge, Phase 6. Rosemary Ridge, Phase 6 is located within the City of Fort Worth, but a considerable amount of drainage is conveyed through the City of Crowley within the future Mira Verde, Phase 2 development. TNP reviewed the Rosemary Ridge, Phase 6 plans to ensure that the outfall channels crossing City of Crowley property met City standards, were contained within easements, and were designed to minimize damage from erosion within the channel limits and at the channel outfalls. We find the plans acceptable and recommend approval.

If you have any questions or require further information, please do not hesitate to contact me.



Mandy Clark P.E., CFM, AICP
Director of Water Resources
817.665-7116
mclark@tnpinc.com



Crowley City Council

AGENDA REPORT

Meeting Date:	December 15, 2022	Staff	
Agenda Item:	VII-3	Contact:	Matt Elgin
		E-mail:	melgin@ci.crowley.tx.us
		Phone:	817/297-2201 x 3240

SUBJECT: Consider an ordinance accepting conveyance of three temporary drainage easements to support the construction of Rosemary Ridge subdivision in Fort Worth.

BACKGROUND/DISCUSSION

Rosemary Ridge is a residential home subdivision being developed within Fort Worth along the northwest city limits of Crowley. The area of land for the purpose of this discussion is the land around the north and north east side of the S.H. Crowley Elementary School on McCart Avenue. The drainage outfalls on the east side of the site will need to drain towards the east to ultimately reach the Deer Creek waterway. This section of Deer Creek flows through Crowley, thus the need to engage the City of Crowley in this discussion. Additionally, the City of Fort Worth is requesting the developer of the Rosemary Ridge development acquire these three easements before construction can begin for the Rosemary Ridge Development.

The land owner, of the land within the City of Crowley, has agreed to convey these three easements to the City of Crowley. The reason for the use of the term temporary in reference to these easements is due to the potential future development of the land within Crowley. At such point that development occurs the storm channels and easements will be incorporated into a potential future right of way. The purpose of this current exercise is to provide the City of Crowley the ability to manage the storm water requirements per our Municipal Separate Storm Sewer System (MS4) permit with the E.P.A. In addition to the conveyance of these easements, staff is presenting a second agenda item focused on addressing the construction and maintenance of the drainage channels within these easements.

FINANCIAL IMPACT

\$10.00 per easement, so \$30.00 total financial impact to the City.

RECOMMENDATION

Staff recommends the approval and acceptance of these three easement agreements as specified in the easement agreements.

Staff has worked with the Rosemary Ridge engineer of record to review and evaluate the need for these easements. The City engineer (Teague, Nall, and Perkins) has reviewed the drainage

calculations of the Rosemary Ridge development and confirmed the drainage analysis and design of that project to be adequate from an engineering standpoint.

Staff has worked with the City Attorney to draft an easement agreement that addresses all of the necessary requirements for this process.

ATTACHMENTS:

- Temporary Drainage Easement agreements
- Site layout (used to show approximate easement locations)
- TNP Acceptance Letter

**CITY OF CROWLEY
TEMPORARY
DRAINAGE EASEMENT**

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

That, Crowley McCart Land Venture I, LLC ("Grantor"), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey to the CITY OF CROWLEY ("Grantee") of Tarrant County, Texas, a temporary easement for the purpose of installing, burying, repairing, maintaining, altering, replacing, relocating, and operating drainage utility facilities and appurtenances in, into, upon, over, across and under that land in Tarrant County, Texas, described as follows, to-wit:

A 50' Drainage Easement containing approximately 0.3339 acres, as more particularly described on Exhibit "A" attached hereto and shown on Exhibit "B" attached hereto, together with the right of ingress and egress as necessary for such purposes.

Grantor covenants and agrees that Grantee shall have the right to excavate and fill upon said easement and to remove from said easement, any fences, building or other obstructions as may now or hereafter be found upon said easement.

Grantor covenants and agrees that Grantor and Grantor's heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed any temporary or permanent structure in, into, upon, over, across or under any easements granted herein.

TO HAVE AND TO HOLD the above-described easement forever, together with all and singular, the rights and appurtenances thereto, anywise belonging unto Grantee, its successors and assigns; and Grantor does hereby bind Grantor, Grantor's heirs and assigns, to warrant and to forever defend all and singular the premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

This Drainage Easement is being temporarily conveyed to Grantee pending the final approval and dedication by plat of permanent drainage easements and public rights-of-way ("Permanent Easements") across other portions of Grantor's property that will in part benefit the adjacent property known as Rosemary Ridge Phases 5-7 (the "Adjacent Development"), being owned and developed by Lennar Homes of Texas Land and Construction, Ltd. ("Lennar"). Upon the filing and dedication of Permanent Easements benefitting the Adjacent Development across other portions of Grantor's property, this Drainage Easement will automatically terminate, be NULL AND VOID and revert to the Grantor. In addition, Grantee agrees to execute and file of record a full release of this Temporary Drainage Easement immediately upon its termination, and the recorded final plat of Grantor's property shall govern Lennar's drainage rights across Grantor's property thereafter.

EXECUTED this the _____ day of _____, 20____.

GRANTOR: Crowley McCart Land Venture I, LLC

By (Signature):

(Print Name) S. Thomas Mitchell, Title: Manager

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF Tarrant §

BEFORE ME, the undersigned authority in and for said Tarrant County, Texas, on this day personally appeared Thomas Mitchell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

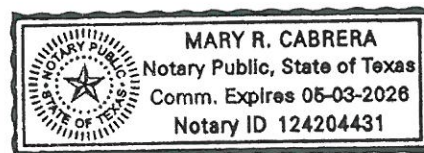
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of November, 2022

My Commission Expires:

May 3, 2026

Mary R. Cabrera
Notary Public in and for the State of Texas

Mary Cabrera
Type or Print Notary's Name



CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the _____ of _____, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission Expires:

Type or Print Notary’s Name

CITY OF CROWLEY – GRANTEE

By: Billy Davis, Mayor

EASEMENT DESCRIPTION

BEING a tract of land situated in the in the Moses Walters Survey, Abstract No. 1598, City of Fort Worth, Tarrant County, Texas and being a portion of a called 29.752 acre tract of land described in Warranty Deed with Vendor's Lien to CROWLEY MCCART LAND VENTURE I, LLC recorded in Instrument No. D221158766, Official Public Records, Tarrant County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod with cap stamped "MOAK SURVEYING" found in the east line of a called 17.233 acre tract of land described in Warranty Deed to TEXAS ELECTRIC SERVICE COMPANY recorded in Volume 3554, Page 622, Deed Records of Tarrant County, Texas, and being the southwest corner of a called 10.526 acre tract of land described in Warranty Deed to TEXAS ELECTRIC SERVICE COMPANY recorded in Volume 3540, Page 527, of said Deed Records and being the northwest corner of said 29.752 acre tract;

THENCE with said east line of the 17.233 acre tract and west line of said 29.752 acre tract, South 0°12'59" East, a distance of 53.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the southeast corner of said 17.233 acre tract and being the northeast corner of a called 31.5210 acre tract of land described in Special Warranty Deed to LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., recorded in Instrument No. D221090748, of said Official Public Records, from which a concrete monument bears North 27°42'44" West a distance of 0.48 feet;

THENCE with the common line of said called 31.5210 acre tract of land and said called 29.752 acre tract of land, South 0°08'34" East, a distance of 93.93 feet to the **POINT OF BEGINNING**;

THENCE departing said common line of the called 31.5210 acre tract and the called 29.752 acre tract, and over and across said called 29.752 acre tract, the following courses and distances:

South 85°30'03" East, a distance of 88.89 feet to a point for corner;

North 27°57'41" East, a distance of 160.38 feet to a point for corner in the north line of said called 29.752 acre tract and in the south line of said called 10.526 acre tract;

THENCE with said north line of the called 29.752 acre tract and said south line of the called 10.526 acre tract, South 85°30'50" East, a distance of 54.51 feet to a point for corner;

THENCE departing said north line of the called 29.752 acre tract and said south line of the called 10.526 acre tract, and over and across said 29.752 acre tract, the following courses and distances:

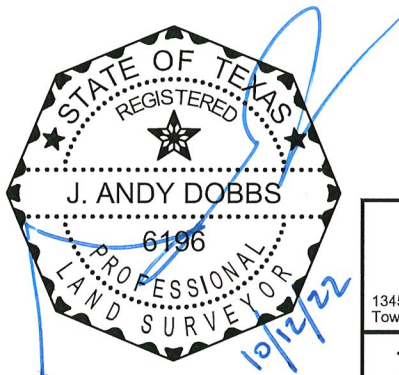
South 27°57'41" West, a distance of 214.90 feet to a point for corner;

North 85°30'03" West, a distance of 117.63 feet to a point for corner in said common line of the called 31.5210 acre tract of land and the called 29.752 acre tract of land, from which a 5/8" iron rod found bears, South 00°08'34" East, a distance of 1,676.69 feet;

THENCE with said common line of the called 31.5210 acre tract of land and the called 29.752 acre tract of land, North 00°08'34" West, a distance of 50.16 feet to the **POINT OF BEGINNING** and containing 14,545 square feet or 0.3339 acres of land.

Bearing system based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983. (2011)

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER
SUITE 700
DALLAS, TEXAS 75240
PH. (972) 770-1300
ANDY.DOBBS@KIMLEY-HORN.COM

**DRAINAGE EASEMENT**

MOSES WALTERS SURVEY, ABSTRACT NO. 1598
CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

Kimley»Horn

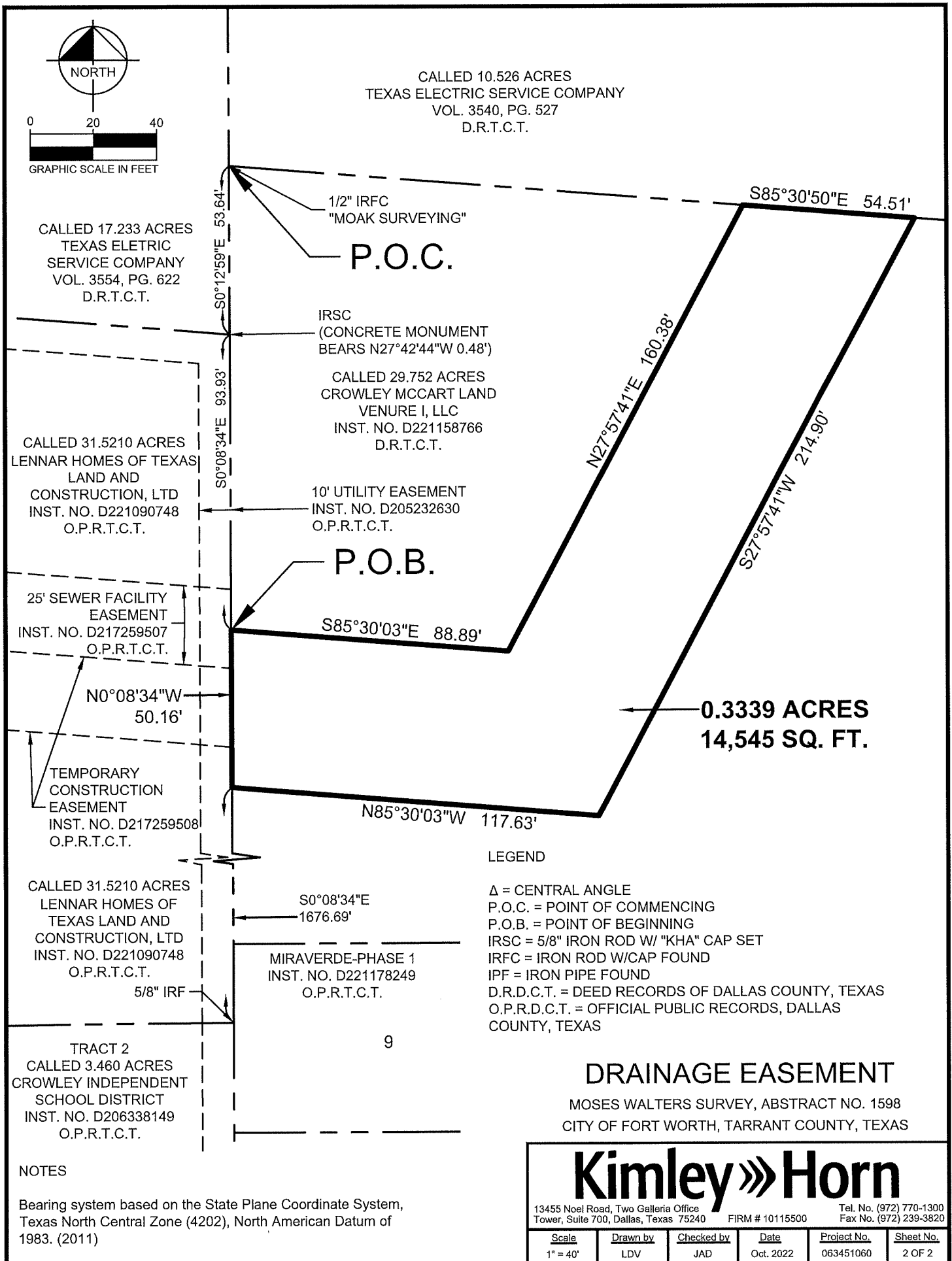
13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240

FIRM # 10115500

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	LDV	JAD	Oct. 2022	063451060	1 OF 2

EXHIBIT B



DRAINAGE EASEMENT

MOSES WALTERS SURVEY, ABSTRACT NO. 1598
 CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	LDV	JAD	Oct. 2022	063451060	2 OF 2

**CITY OF CROWLEY
TEMPORARY
DRAINAGE EASEMENT**

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

That, Crowley McCart Land Venture I, LLC ("Grantor"), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey to the CITY OF CROWLEY ("Grantee") of Tarrant County, Texas, a temporary easement for the purpose of installing, burying, repairing, maintaining, altering, replacing, re-locating, and operating drainage utility facilities and appurtenances in, into, upon, over, across and under that land in Tarrant County, Texas, described as follows, to-wit:

A Drainage Easement containing approximately 0.1348 acres, as more particularly described on Exhibit "A" attached hereto and shown on Exhibit "B" attached hereto, together with the right of ingress and egress as necessary for such purposes.

Grantor covenants and agrees that Grantee shall have the right to excavate and fill upon said easement and to remove from said easement, any fences, building or other obstructions as may now or hereafter be found upon said easement.

Grantor covenants and agrees that Grantor and Grantor's heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed any temporary or permanent structure in, into, upon, over, across or under any easements granted herein.

TO HAVE AND TO HOLD the above-described easement forever, together with all and singular, the rights and appurtenances thereto, anywise belonging unto Grantee, its successors and assigns; and Grantor does hereby bind Grantor, Grantor's heirs and assigns, to warrant and to forever defend all and singular the premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

This Drainage Easement is being temporarily conveyed to Grantee pending the final approval and dedication by plat of permanent drainage easements and public rights-of-way ("Permanent Easements") across other portions of Grantor's property that will in part benefit the adjacent property known as Rosemary Ridge Phases 5-7 (the "Adjacent Development"), being owned and developed by Lennar Homes of Texas Land and Construction, Ltd. ("Lennar"). Upon the filing and dedication of Permanent Easements benefitting the Adjacent Development across other portions of Grantor's property, this Drainage Easement will automatically terminate, be NULL AND VOID and revert to the Grantor. In addition, Grantee agrees to execute and file of record a full release of this Temporary Drainage Easement immediately upon its termination, and the recorded final plat of Grantor's property shall govern Lennar's drainage rights across Grantor's property thereafter.

EXECUTED this the _____ day of _____, 20____.

GRANTOR: Crowley McCart Land Venture I, LLC

By (Signature):

(Print Name) S. Thomas Mitchell, Title: Manager

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF Tarrant §

BEFORE ME, the undersigned authority in and for said Tarrant County, Texas, on this day personally appeared Thomas Mitchell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

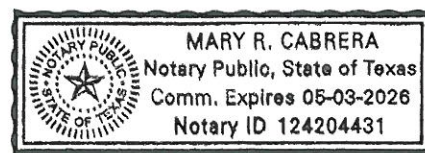
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of November, 2022

Mary Cabrera
Notary Public in and for the State of Texas

My Commission Expires:

May 3, 2026

Mary Cabrera
Type or Print Notary's Name



CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the _____ of _____, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission Expires:

Type or Print Notary’s Name

CITY OF CROWLEY – GRANTEE

By: Billy Davis, Mayor

EASEMENT DESCRIPTION

BEING a tract of land situated in the in the Moses Walters Survey, Abstract No. 1598, City of Fort Worth, Tarrant County, Texas and being a portion of a called 29.752 acre tract of land described in Warranty Deed with Vendor's Lien to CROWLEY MCCART LAND VENTURE I, LLC recorded in Instrument No. D221158766, Official Public Records, Tarrant County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod with cap stamped "MOAK SURVEYING" found in the east line of a called 17.233 acre tract of land described in Warranty Deed to TEXAS ELECTRIC SERVICE COMPANY recorded in Volume 3554, Page 622, Deed Records of Tarrant County, Texas, and being the southwest corner of a called 10.526 acre tract of land described in Warranty Deed to TEXAS ELECTRIC SERVICE COMPANY recorded in Volume 3540, Page 527, of said Deed Records and being the northwest corner of said 29.752 acre tract;

THENCE with said east line of the 17.233 acre tract and west line of said 29.752 acre tract, South 0°12'59" East, a distance of 53.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the southeast corner of said 17.233 acre tract and being the northeast corner of a called 31.5210 acre tract of land described in Special Warranty Deed to LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., recorded in Instrument No. D221090748, of said Official Public Records, from which a concrete monument bears North 27°42'44" West a distance of 0.48 feet;

THENCE with the common line of said 31.5210 acre tract and said 29.752 acre tract, South 0°08'34" East, a distance of 897.24 feet to the **POINT OF BEGINNING**;

THENCE departing said common line and over and across said 29.752 acre tract, the following courses and distances:

North 89°21'18" East, a distance of 191.36 feet to a point for corner;

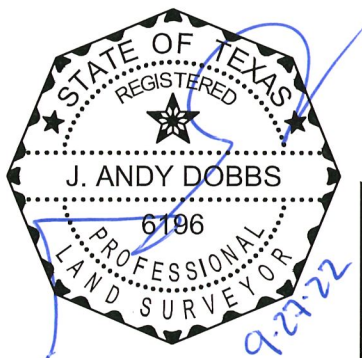
South 59°03'00" East, a distance of 54.31 feet to a point in the common line of said 29.752 acre tract and a called 51.203 acre tract of land described in "Correction" General Warranty Deed to STM/MNM LAND VENTURE I, LLC recorded in Instrument No. D221158763, of said Official Public Records;

THENCE with said common line of the 51.203 acre tract and the 29.752 acre tract, South 89°49'59" West, a distance of 237.86 feet to a point for the northwest corner of said 51.203 acre tract and the southwest corner of said 29.752 acre tract and being in the east line of said 31.5210 acre tract, from which a 5/8" iron rod found for the southeast corner of said 31.5210 acre tract, bears South 0°08'34" East, a distance of 897.08 feet;

THENCE with said common line of the 31.5210 acre tract and the 29.752 acre tract, North 0°08'34" West, a distance of 26.47 feet to the **POINT OF BEGINNING** and containing 5,870 square feet or 0.1348 acres of land.

Bearing system based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983. (2011)

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
13455 NOEL ROAD
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SUITE 700
DALLAS, TEXAS 75240
PH. (972) 770-1300
ANDY.DOBBS@KIMLEY-HORN.COM

**DRAINAGE EASEMENT**

MOSES WALTERS SURVEY, ABSTRACT NO. 1598
CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

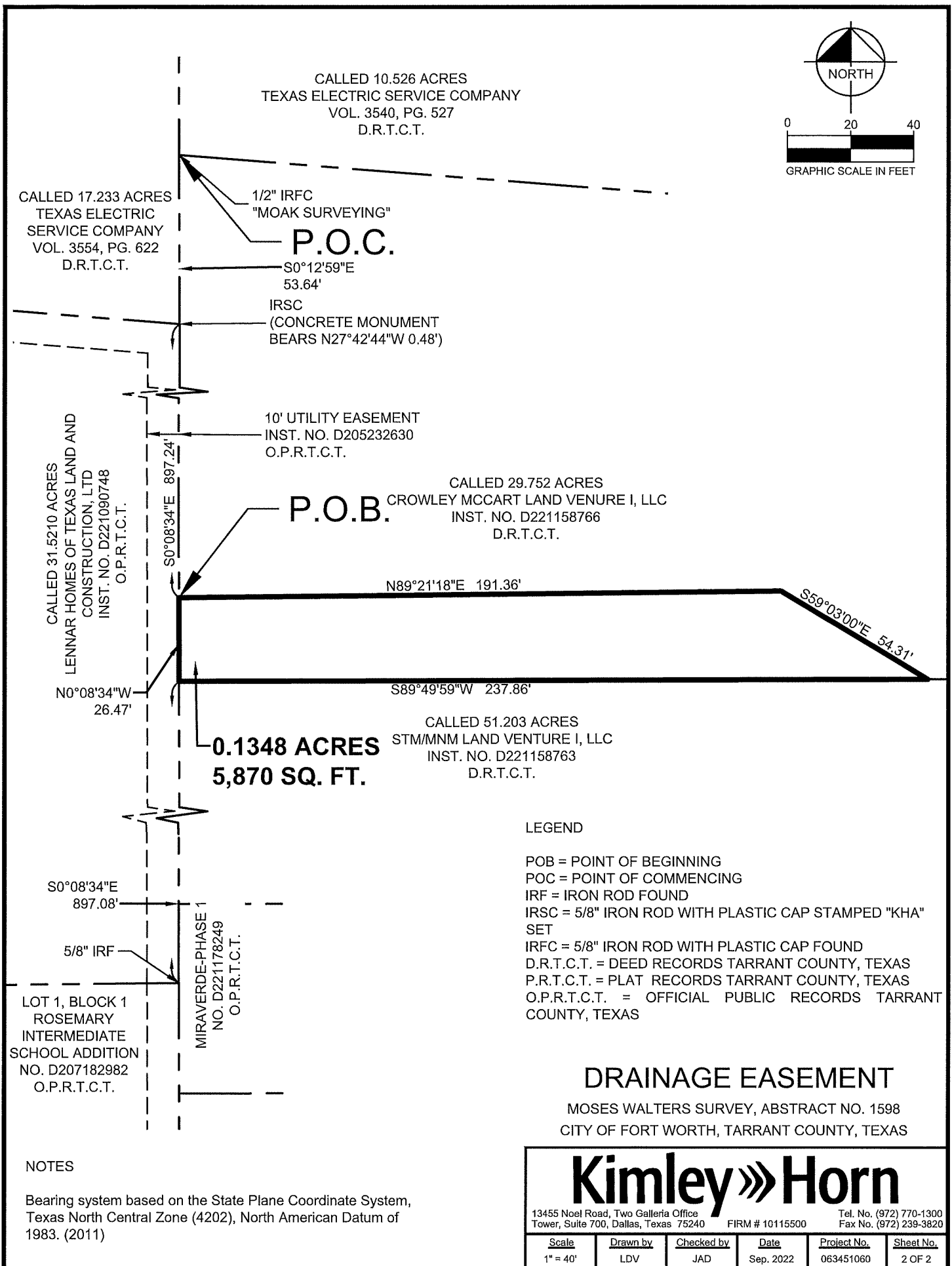
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Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	LDV	JAD	Sep. 2022	063451060	1 OF 2



**CITY OF CROWLEY
TEMPORARY
DRAINAGE EASEMENT**

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

That, STM/MNM Land Venture I, LLC (“Grantor”), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey to the CITY OF CROWLEY (“Grantee”) of Tarrant County, Texas, a temporary easement for the purpose of installing, burying, repairing, maintaining, altering, replacing, relocating, and operating drainage utility facilities and appurtenances in, into, upon, over, across and under that land in Tarrant County, Texas, described as follows, to-wit:

A 50’ Drainage Easement containing approximately 1.725 acres, as more particularly described on Exhibit “A” attached hereto and shown on Exhibit “B” attached hereto, together with the right of ingress and egress as necessary for such purposes.

Grantor covenants and agrees that Grantee shall have the right to excavate and fill upon said easement and to remove from said easement, any fences, building or other obstructions as may now or hereafter be found upon said easement.

Grantor covenants and agrees that Grantor and Grantor’s heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed any temporary or permanent structure in, into, upon, over, across or under any easements granted herein.

TO HAVE AND TO HOLD the above-described easement forever, together with all and singular, the rights and appurtenances thereto, anywise belonging unto Grantee, its successors and assigns; and Grantor does hereby bind Grantor, Grantor’s heirs and assigns, to warrant and to forever defend all and singular the premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

This Drainage Easement is being temporarily conveyed to Grantee pending the final approval and dedication by plat of permanent drainage easements and public rights-of-way (“Permanent Easements”) across other portions of Grantor’s property that will in part benefit the adjacent property known as Rosemary Ridge Phases 5-7 (the “Adjacent Development”), being owned and developed by Lennar Homes of Texas Land and Construction, Ltd. (“Lennar”). Upon the filing and dedication of Permanent Easements benefitting the Adjacent Development across other portions of Grantor’s property, this Drainage Easement will automatically terminate, be NULL AND VOID and revert to the Grantor. In addition, Grantee agrees to execute and file of record a full release of this Temporary Drainage Easement immediately upon its termination, and the recorded final plat of Grantor’s property shall govern Lennar’s drainage rights across Grantor’s property thereafter.

EXECUTED this the _____ day of _____, 20____.

GRANTOR: STM/MNM Land Venture I, LLC

By (Signature):

(Print Name) S. Thomas Mitchell, Title: Manager

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF

Tarrant

§
§
§

BEFORE ME, the undersigned authority, in and for said Tarrant County, Texas, on this day personally appeared S. Thomas Mitchell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

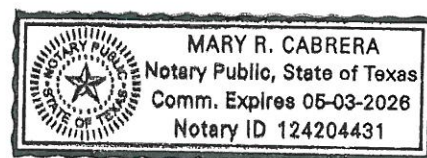
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of November, 2022.

My Commission Expires:

May 3, 2026

Mary Cabrera
Notary Public in and for the State of Texas

Mary Cabrera
Type or Print Notary's Name



CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the _____ of _____, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission Expires:

Type or Print Notary’s Name

CITY OF CROWLEY – GRANTEE

By: Billy Davis, Mayor

EASEMENT DESCRIPTION

BEING a tract of land situated in the in the Moses Walters Survey, Abstract No. 1598, City of Fort Worth, Tarrant County, Texas and being a portion of a called 51.203 acre tract of land described in "Correction" General Warranty Deed to STM/MNM LAND VENTURE I, LLC recorded in Instrument No. D221158763, Official Public Records, Tarrant County, Texas and being more particularly described as follows;

COMMENCING at a 1/2" iron rod with cap stamped "MOAK SURVEYING" found in the east line of a called 17.233 acre tract of land described in Warranty Deed to TEXAS ELECTRIC SERVICE COMPANY recorded in Volume 3554, Page 622, Deed Records of Tarrant County, Texas, and being the southwest corner of a called 10.526 acre tract of land described in Warranty Deed to TEXAS ELECTRIC SERVICE COMPANY recorded in Volume 3540, Page 527, of said Deed Records and being the northwest corner of said called 29.752 acre tract;

THENCE with said east line of the called 17.233 acre tract and west line of said called 29.752 acre tract, South 0°12'59" East, a distance of 53.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the southeast corner of said called 17.233 acre tract and being the northeast corner of a called 31.5210 acre tract of land described in Special Warranty Deed to LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., recorded in Instrument No. D221090748, of said Official Public Records, from which a concrete monument bears North 27°42'44" West a distance of 0.48 feet;

THENCE with the common line of said called 31.5210 acre tract and said called 29.752 acre tract, South 0°08'34" East, a distance of 923.71 feet to the northwest corner of said called 51.203 acre tract and being the southwest corner of said called 29.752 acre tract and being the **POINT OF BEGINNING**;

THENCE with the north line of said called 51.203 acre tract and south line of said called 29.752 acre tract, North 89°49'59" East, a distance of 237.86 feet to a point for corner;

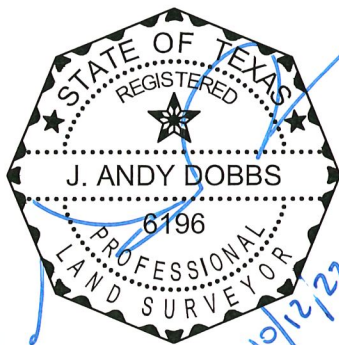
THENCE departing said north line of the called 51.203 acre tract and said south line of the called 29.752 acre tract, and over and across said called 51.203 acre tract, the following courses and distances:

South 48°09'30" East, a distance of 360.59 feet to a point for corner;
 South 83°36'20" East, a distance of 606.64 feet to a point for corner;
 South 60°16'06" East, a distance of 444.69 feet to a point for corner;
 South 29°43'54" West, a distance of 50.00 feet to a point for corner;
 North 60°16'06" West, a distance of 434.36 feet to a point for corner;
 North 83°36'20" West, a distance of 612.29 feet to a point for corner;
 North 48°09'30" West, a distance of 371.80 feet to a point for corner;
 North 59°03'00" West, a distance of 35.40 feet to a point for corner;
 South 89°21'18" West, a distance of 177.65 feet to a point for corner in the west line of said called 51.203 acre tract and east line of said called 31.5210 acre tract, from which a 5/8" iron rod found bears, South 00°08'34" East, a distance of 873.55 feet;

THENCE with said west line of the called 51.203 acre tract and said east line of the called 31.5210 acre tract, North 00°08'34" West, a distance of 23.53 feet to the **POINT OF BEGINNING** and containing 76,357 square feet or 1.7529 acres of land.

Bearing system based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983. (2011)

J. ANDY DOBBS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6196
 13455 NOEL ROAD
 TWO GALLERIA OFFICE TOWER
 SUITE 700
 DALLAS, TEXAS 75240
 PH. (972) 770-1300
 ANDY.DOBBS@KIMLEY-HORN.COM

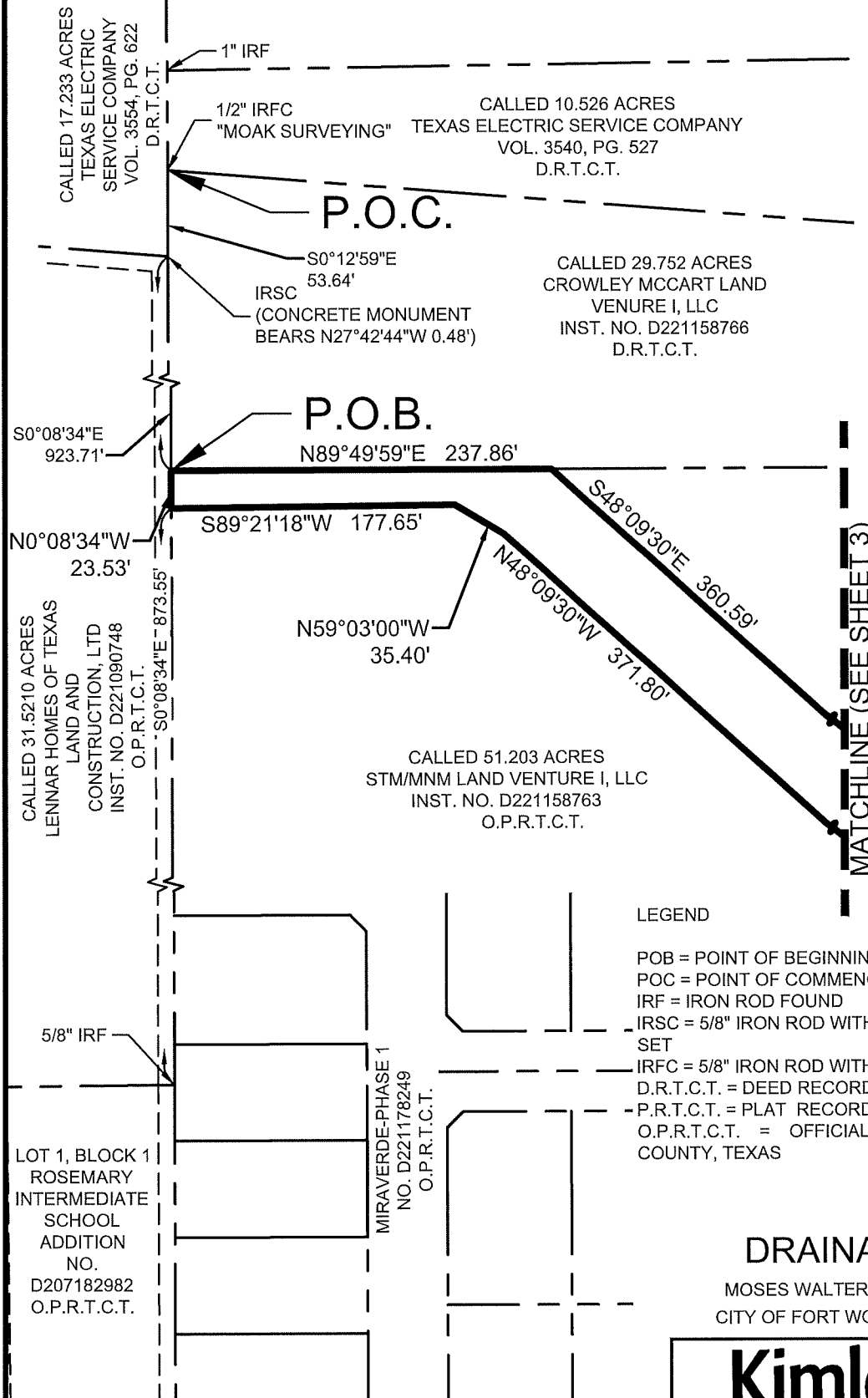
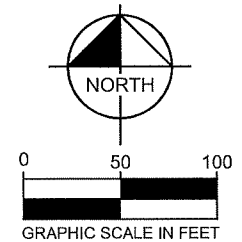
**DRAINAGE EASEMENT**

MOSES WALTERS SURVEY, ABSTRACT NO. 1598
 CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office
 Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300
 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	LDV	JAD	Oct. 2022	063451060	1 OF 3



LEGEND

- POB = POINT OF BEGINNING
 POC = POINT OF COMMENCING
 IRF = IRON ROD FOUND
 IRSC = 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET
 IRFC = 5/8" IRON ROD WITH PLASTIC CAP FOUND
 D.R.T.C.T. = DEED RECORDS TARRANT COUNTY, TEXAS
 P.R.T.C.T. = PLAT RECORDS TARRANT COUNTY, TEXAS
 O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TARRANT COUNTY, TEXAS

DRAINAGE EASEMENT

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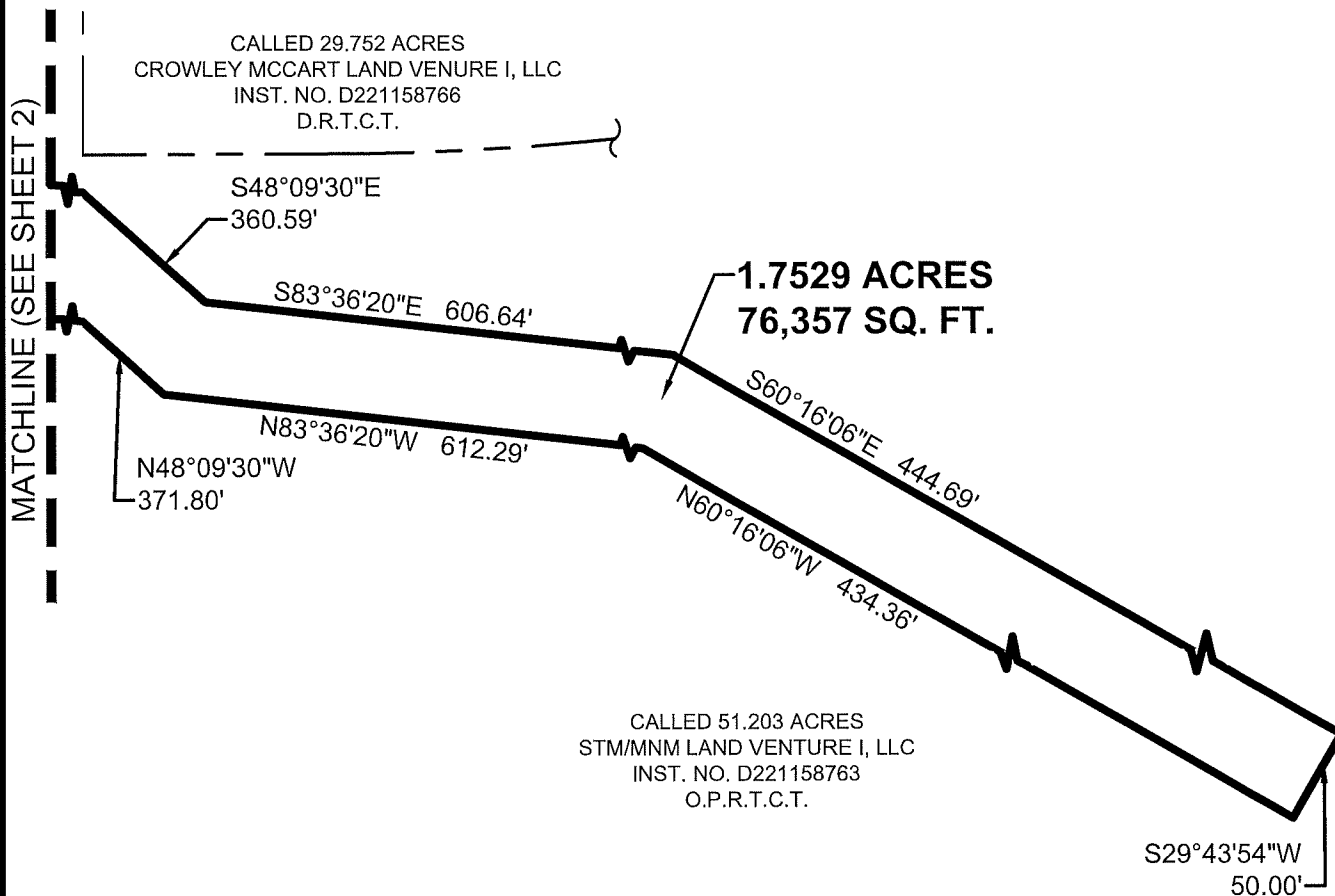
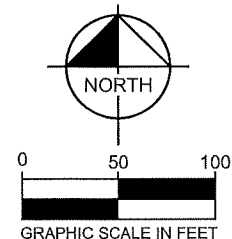
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1" = 100'	LDV	JAD	Oct. 2022	063451060	2 OF 3

NOTES

Bearing system based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983. (2011)

EXHIBIT B



LEGEND

POB = POINT OF BEGINNING
POC = POINT OF COMMENCING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET
IRFC = 5/8" IRON ROD WITH PLASTIC CAP FOUND
D.R.T.C.T. = DEED RECORDS TARRANT COUNTY, TEXAS
P.R.T.C.T. = PLAT RECORDS TARRANT COUNTY, TEXAS
O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TARRANT COUNTY, TEXAS

NOTES

Bearing system based on the State Plane Coordinate System,
Texas North Central Zone (4202), North American Datum of 1983.
(2011)

DRAINAGE EASEMENT

MOSES WALTERS SURVEY, ABSTRACT NO. 1598
CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

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FIRM # 10115500

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1" = 100'	LDV	JAD	Oct. 2022	063451060	3 OF 3



Memorandum

To: Matt Elgin
From: Mandy Clark, P.E., CFM, AICP
CC: Ryan Jones, P.E.
CRO 22008
Date: December 8, 2022
RE: **Rosemary Ridge, Phase 6 Drainage Study Acceptance**

TNP, on behalf of the City of Crowley, has reviewed the drainage study for Rosemary Ridge, Phase 6. Rosemary Ridge, Phase 6 is located within the City of Fort Worth, but a considerable amount of drainage is conveyed through the City of Crowley within the future Mira Verde, Phase 2 development. TNP reviewed the Rosemary Ridge, Phase 6 drainage study with respect to impacts to the City of Crowley. The report shows no adverse impact and we have assisted with coordination of temporary channels within the City of Crowley through review of construction plans and dedication of easements. We find the drainage study acceptable and recommend approval.

If you have any questions or require further information, please do not hesitate to contact me.



Mandy Clark P.E., CFM, AICP
Director of Water Resources
817.665-7116
mclark@tnpinc.com