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Public Notice

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CITY SECRETARY
POSTED DALLAS, TX

BOARD OF ADJUSTMENT (PANEL B)
FEBRUARY 19, 2025, BRIEFING AT 10:30 A.M. AND
THE PUBLIC HEARING AT 1:00 P.M.
Dallas City Hall, Room 6ES Council Briefing and Videoconference

Video Conference Link: <https://bit.ly/boa0219>
Telephone: (408) 418-9388, Access Code: 325527

The City of Dallas will make Reasonable Accommodations/Modifications to programs and/or other related activities to ensure any and all residents have access to services and resources to ensure an equitable and inclusive meeting. Anyone requiring auxiliary aid, service, and/or translation to fully participate in the meeting should notify the Board of Adjustment by calling (214) 670-4127 three (3) business days prior to the scheduled meeting. A video stream of the meeting will be available twenty-four (24) hours after adjournment by visiting <https://dallastx.new.swagit.com/views/113>.

Individuals and interested parties wishing to speak must register with the Board of Adjustment at <https://bit.ly/BDA-B-Register> by 5 PM on Tuesday, February 18, 2025. In Person speakers can register at the hearing.

La Ciudad de Dallas llevará a cabo Adecuaciones/Modificaciones Razonables a los programas y/u otras actividades relacionadas para asegurar que todos y cada uno de los residentes tengan acceso a los servicios y recursos para asegurar una reunión equitativa e inclusiva. Cualquier persona que requiera asistencia adicional, servicio y/o interpretación para poder participar de forma íntegra en la reunión debe notificar a Junta de Ajustes llamando al (214) 670-4127 tres (3) días hábiles antes de la reunión programada. Una transmisión en video de la reunión estará disponible dos días hábiles luego de la finalización de la reunión en <https://dallastx.new.swagit.com/views/113>.

Las personas y las partes interesadas que deseen hacer uso de la palabra deben registrarse en Junta de Ajustes en <https://bit.ly/BDA-B-Register> hasta las 5 PM el Martes, 18 de Febrero, 2025. Las Personas que quieran hablar en persona, se pueden registrar en la Audiencia.

AGENDA

- | | | |
|------|------------------------------------|--------------------------|
| I. | Call to Order | Cheri Gambow, Vice-Chair |
| II. | Staff Presentation/Briefing | |
| III. | Public Hearing | Board of Adjustment |
| IV. | Public Testimony | |
| V. | Miscellaneous Items | |
| VI. | Case Docket | Board of Adjustment |
| | - Uncontested Items | |
| | - Holdover Items | |
| | - Individual Items | |
| VII. | Adjournment | |

Handgun Prohibition Notice for Meetings of Governmental Entities

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun."

"De acuerdo con la sección 30.06 del código penal (ingreso sin autorización de un titular de una licencia con una pistola oculta), una persona con licencia según el subcapítulo h, capítulo 411, código del gobierno (ley sobre licencias para portar pistolas), no puede ingresar a esta propiedad con una pistola oculta."

"Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly."

"De acuerdo con la sección 30.07 del código penal (ingreso sin autorización de un titular de una licencia con una pistola a la vista), una persona con licencia según el subcapítulo h, capítulo 411, código del gobierno (ley sobre licencias para portar pistolas), no puede ingresar a esta propiedad con una pistola a la vista."

"Pursuant to Section 46.03, Penal Code (places weapons prohibited), a person may not carry a firearm or other weapon into any open meeting on this property."

"De conformidad con la Sección 46.03, Código Penal (coloca armas prohibidas), una persona no puede llevar un arma de fuego u otra arma a ninguna reunión abierta en esta propiedad."

EXECUTIVE SESSION NOTICE

A closed executive session may be held if the discussion of any of the above agenda items concerns one of the following:

1. seeking the advice of its attorney about pending or contemplated litigation, settlement offers, or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act. [Tex. Govt. Code §551.071]
2. deliberating the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the city in negotiations with a third person. [Tex. Govt. Code §551.072]
3. deliberating a negotiated contract for a prospective gift or donation to the city if deliberation in an open meeting would have a detrimental effect on the position of the city in negotiations with a third person. [Tex. Govt. Code §551.073]
4. deliberating the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing. [Tex. Govt. Code §551.074]
5. deliberating the deployment, or specific occasions for implementation, of security personnel or devices. [Tex. Govt. Code §551.076]
6. discussing or deliberating commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay or expand in or near the city and with which the city is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect. [Tex Govt. Code §551.087]
7. deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementations of security personnel, critical infrastructure, or security devices. [Tex Govt. Code §551.089]

MISCELLANEOUS ITEM(S)

- Approval of Panel B Minutes – January 22, 2025
-

UNCONTESTED CASE(S)

BDA245-020(CJ)	1711 BOTHAM JEAN BOULEVARD REQUEST: Application of Santos Martinez for (1) a special exception to restore a nonconforming use.	1
BDA245-025(CJ)	4519 CABELL DRIVE REQUEST: Application of Sameet Madhani represented by Neeraj Kumar for (1) a variance to the rear-yard setback regulations; (2) a variance to the off-street parking regulations; and (3) a variance to the side-yard setback regulations.	2

HOLDOVER

BDA234-155(CJ)	929 BROOKWOOD DRIVE REQUEST: Application of Benjamin Larney for (1) a special exception to the fence height regulations, and for (2) a special exception to the visibility obstruction regulations.	3
BDA245-001(CJ)	1417 LENWAY STREET REQUEST: Application of Jay Taylor for (1) a special exception to the single-family use regulations, and for (2) a variance to the floor area for structures accessory to single-family uses regulations.	4
BDA245-014(BT)	3146 CLYDEDALE DRIVE REQUEST: Application of Blanca Cardenas for (1) a variance to the side-yard setback regulations.	5
BDA245-015(CJ)	6356 DENHAM STREET REQUEST: Application of Blanca Cardenas for (1) a special exception to the single-family use regulations, and (2) a variance to the floor area for structures accessory to single-family uses regulations.	6

INDIVIDUAL CASES

BDA245-017(BT)	1427 EASTUS DRIVE REQUEST: Application of Rob Baldwin for (1) a variance to the front-yard setback regulations.	7
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BOARD OF ADJUSTMENT

Panel B Minutes

January 22, 2025

DRAFT



6ES Briefing Room
24974849659@dallascityhall.webex.com

Cheri Gambow, Vice-Chair

PRESENT: [4]

Cheri Gambow, Vice-Chair	
Sarah Lamb	
Joe Cannon	
Parker Graham	
Nicholas Brooks	

ABSENT: [0]

Vice-Chair Cheri Gambow made the motion to select Sarah Lamb as Presiding Officer, seconded by Phil Sahuc, and was called the briefing to order at **10:32 A.M.** with a quorum of the Board of Adjustment present.

Presiding Officer Sarah Lamb called the hearing to order at **1:01 P.M.** with a quorum of the Board of Adjustment present.

The Chairperson stated that no action of the Board of Adjustment shall set a precedent. Each case must be decided upon its own merits and circumstances, unless otherwise indicated, each use is presumed to be a legal use. Each appeal must necessarily stand upon the facts and testimony presented before the Board of Adjustment at this public hearing, as well as the Board's inspection of the property.

PUBLIC SPEAKERS

The Board of Adjustment provided public testimony opportunities for individuals to comment on matters that were scheduled on the posted meeting agenda.

- We had no speakers for public testimony during this hearing.

MISCELLANEOUS ITEMS

Approval of the Board of Adjustment Panel B, December 18, 2024, Meeting Minutes.

Motion was made to approve Panel B, December 18, 2024, Public Hearing Minutes.

Maker:	Sarah Lamb				
Second:	Joe Cannon				
Results:	5-0 unanimously				Motion to approve
		Ayes:	-	5	Cheri Gambow, Sarah Lamb, Joe Cannon, Parker Graham and Nicholas Brooks
		Against:	-	0	

UNCONTESTED CASES

1. 6930 Alpha Road
BDA245-006(BT)

BUILDING OFFICIAL’S REPORT: Application of Margot Murphy represented by Baldwin Associates for (1) a special exception to the fence height regulations along Peyton Drive, and for (2) a special exception to the fence height regulations along Hillcrest Road at **6930 ALPHA ROAD**. This property is more fully described as Block B/7425 and is zoned R-1/2ac(A), which limits the height of a fence in the front-yard to 4-feet. The applicant proposes to construct and /or maintain an 8-foot high fence in a required front-yard along Peyton Drive, which will require (1) a 4-foot special exception to the fence height regulations, and to construct and/or maintain an 8-foot high fence in a required front-yard along Hillcrest Road, which will require (2) a 4-foot special exception to the fence height regulations.

LOCATION: 6930 Alpha Road

APPLICANT: Margot Murphy

REPRESENTED BY: Baldwin Associates

REQUEST:

- (1) A request for a special exception to the fence height regulations
- (2) A request for a special exception to the fence height regulations

STANDARD OF REVIEW FOR A SPECIAL EXCEPTION TO FENCE HEIGHT STANDARD REGULATIONS:

Section 51A-4.602(a)(11) of the Dallas Development Code states that the board may grant a special exception to the fence regulations when in the opinion of the board, **the special exception will not adversely affect neighboring property.**

STAFF RECOMMENDATION:

Special Exceptions (2):

No staff recommendation is made on this request.

BACKGROUND INFORMATION:

Zoning:

Site: R-1/2ac(A) (SUP 1365)
North: R-1/2ac(A) and PD-1085
East: R-10(A)
South: R-1/2ac(A) and R-16(A)
West: R-1/2ac(A) (SUP 1405)

Land Use:

The subject site is part of SUP 1365 Private School and Childcare Facility use and surrounding properties to the north, south, and east are developed with single-family uses. To the west is developed with Holy Trinity Greek Orthodox Church uses.

BDA History:

No BDA history found within the last 5 years

GENERAL FACTS/STAFF ANALYSIS:

- The application of Margot Murphy represented by Baldwin Associates for the property located at 6930 Alpha Road focuses on two requests relating to the fence height.
- The first request is for a special exception to the fence height regulations. The applicant is proposing to construct and maintain an 8-foot high gate in a required front-yard, along Peyton Drive, which will require a 4-foot special exception to the fence height regulations.
- The second request is for a special exception to the fence height regulations. The applicant is proposing to construct and maintain an 8-foot high gate in a required front-yard, along Hillcrest Road, which will require a 4-foot special exception to the fence height regulations.
- Fencing and sliding gates along Alpha Road and Hillcrest Road, are wrought iron.
- Alpha Road is considered a side-yard, therefore no request for a special exception to the fence height regulations is required.
- The subject site is a private school and childcare facility with majority of the surrounding properties to the north, south, and east all developed with single-family homes.
- As illustrated on the submitted site plan and elevations, the applicant is proposing to replace existing fencing and gates surrounding the property.
- Based upon staff's analysis of the surrounding properties, vegetation and chain link fencing will serve as a screening mechanism along Peyton Drive and residential homes to the south.
- Both Alpha Road and Hillcrest Road, are identified as major thoroughfares.
- The applicant has the burden of proof in establishing that the special exception(s) to the fence regulations relating to height will not adversely affect the neighboring properties.
- Granting the special exceptions to the fence standards relating to height, with a condition that the applicant complies with the submitted site plan and elevations, would require the proposal to be constructed as shown on the submitted documents.

- 200' Radius Video:

Timeline:

- November 25, 2024: The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report.
- December 17, 2024: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **B**.
- December 24, 2024: Planning and Development Department Senior Planner emailed the applicant the following information:
- an attachment that provided the public hearing date and panel that will consider the application; the January 2, 2025, deadline to submit additional evidence for staff to factor into their analysis; and January 10, 2025, deadline to submit additional evidence to be incorporated into the board's docket materials.
 - the criteria/standard that the board will use in their decision to approve or deny the request; and
 - the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.
- January 2, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the January public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner and Transportation Engineer.

Speakers:

For: Margot Murphy, 3904 Elm St. Suite B, Dallas TX 75226
(Did not speak)

Against: No Speakers

Motion

I move that the Board of Adjustment **GRANT** the following applications listed on the uncontested docket because it appears, from our evaluation of the property and all relevant evidence that the applications satisfy all the requirements of the Dallas Development Code and are consistent with the general purpose and intent of the Code, as applicable, to wit:

BDA 245-006 – Application of Margot Murphy represented by Baldwin Associates, for a special exception to the fence height regulations along Peyton Drive, and a special exception to the fence height regulations along Hillcrest Road contained in the Dallas Development Code, is granted, subject to the following condition:

Compliance with height and fence location requirements illustrated in the most recent version of all submitted plans are required.

Maker:	Joe Cannon				
Second:	Nicholas Brooks				
Results:	5-0 Unanimously				Motion to grant (amended)
		Ayes:	-	5	Cheri Gambow, Sarah Lamb, Joe Cannon, Parker Graham and Nicholas Brooks
		Against:	-	0	

2. 6041 McCommas Boulevard

This item was moved to Individual Cases

BDA245-008(BT)

BUILDING OFFICIAL’S REPORT: Application of Spencer Estep for **(1)** a variance to the side-yard setback regulations at **6041 McCOMMAS BOULEVARD**. This property is more fully described as Block C/2874, Lot 10 and is zoned CD-11 (R-7.5 (A)), which requires a side-yard setback of 10-feet at the east side of the property. The applicant proposes to construct and/or maintain a single-family residential structure and provide a 5-foot 4-inch side-yard setback, which will require **(1)** a 4-foot 8-inches variance to the side-yard setback regulations.

LOCATION: 6041 McCommas Boulevard

APPLICANT: Spencer Estep

REQUEST:

(3) A request for a variance to the side-yard setback regulations on the east side.

STANDARDS OF REVIEW FOR A VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the board has the power to grant variances from the front-yard, **side-yard**, rear-yard, lot-width, lot-depth, lot-coverage, floor area for structures accessory to single-family uses, height, minimum sidewalks, off-street parking or off-street loading, or landscape regulations provided that the variance is:

- **not contrary to the public interest** when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- **necessary to permit development of a specific parcel of land** that differs from other parcels of land by being of such a restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- **not granted to relieve a self-created or personal hardship**, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code §51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

STAFF RECOMMENDATION:

Variance:

Denial

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest as no letters of opposition were received.
- B. Lot is not restrictive in area, shape, or slope; therefore, the approved conservation district regulations to ensure that new construction and remodeling is done in a manner that is compatible with the original architectural styles found in the conservation district can be developed on this lot in a manner commensurate with development upon other parcels of land in the same zoning conservation district.
- C. Not self-created nor is it a personal hardship.

BACKGROUND INFORMATION:

Zoning:

Site: CD-11 (M Streets East Conservation District)
North: R-7.5(A) (Single Family District)
East: CD-11 (M Streets East Conservation District)
South: CD-11 (M Streets East Conservation District)
West: CD-11 (M Streets East Conservation District)

Land Use:

The subject site and all surrounding properties are developed with single family uses.

Square Footage:

This lot contains of 7,975 square feet (0.183 of an acre)

BDA History:

No BDA history found within the last 5 years

GENERAL FACTS/STAFF ANALYSIS:

- The application of Spencer Estep for the property located at 6041 McCommas Boulevard focuses on 1 request relating to a variance to the side-yard setback regulations.
- The applicant is requesting a variance to the side-yard setback regulations. The applicant is proposing to construct and maintain a residential addition above an existing attached garage and provide a 5-foot 4-inch side-yard setback on the east side, which will require a 4-foot 8-inch variance to the side-yard setback regulations.
- It is imperative to note that CD-11 (M Streets East Conservation District) was approved on January 14, 2004 establishing the following setbacks:
- CD-11(d)(4) Side-yard - Minimum side yard for main structures is five feet on the west side and 10 feet on the east side.
- The subject site along with surroundings properties are all developed with single-family homes.
- The applicant has the burden of proof in establishing the following:
 - 1) That granting the variance to the side-yard setback regulations will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
 - 2) The variance is necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
 - 3) The variance would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.
- ELEMENT II SUBSTITUTE:

Dallas Development Code §51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

 - (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
 - (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
 - (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
 - (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
 - (v) the municipality considers the structure to be a nonconforming structure.

- Granting the variance to the side-yard setback regulations with a condition that the applicant complies with the submitted site plan and elevations, would require the proposal to be constructed as shown on the submitted documents.
- 200' Radius Video:

Timeline:

November 26, 2024: The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report.

December 17, 2024: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **B**.

December 24, 2024: The Development Services Department Senior Planner emailed the applicant the following information:

- an attachment that provided the public hearing date and panel that will consider the application; the January 2, 2025, deadline to submit additional evidence for staff to factor into their analysis; and January 10, 2025, deadline to submit additional evidence to be incorporated into the board's docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

January 2, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the January public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner and Transportation Engineer.

Speakers:

For: Spencer Estep, 9618 Losa Dr., Dallas TX 75218
Darren Dunn, 6041 McCommas Blvd., Dallas TX 75206

Against: No Speakers

Motion

I move that the Board of Adjustment, in Appeal No. BDA 245-008, on application of Spencer Estep, **GRANT** the 4-foot 8-inch variance to the side-yard setback regulations requested by this applicant because our evaluation of the property and testimony shows that the physical character of this property is such that a literal enforcement of the provisions of the Dallas Development Code, as amended, would result in unnecessary hardship to this applicant.

I further move that the following condition be imposed to further the purpose and intent of the Dallas Development Code:

Compliance with the most recent version of all submitted plans are required.

Maker:	Joe Cannon				
Second:	Nicholas Brooks				
Results:	5-0 Unanimously				Motion to grant
		Ayes:	-	5	Cheri Gambow, Sarah Lamb, Joe Cannon, Parker Graham & Nicholas Brooks
		Against:	-	0	

3. 3146 Clydedale Drive

This item was moved to Individual Cases

BDA245-014(BT)

BUILDING OFFICIAL’S REPORT: Application of Blanca Cardenas for **(1)** a variance to the side-yard setback regulations at **3146 CLYDEDALE DRIVE**. This property is more fully described as Block 6/5776, Lot 22 and is zoned R-7.5 (A), which requires a side-yard setback for of 5-feet. The applicant proposes to construct and/or maintain a single-family residential structure and provide a 0-foot side-yard setback, which will require **(1)** a 5-foot variance to the side-yard setback regulations.

LOCATION: 3146 Clydedale Drive

APPLICANT: Blanca Cardenas

REQUEST:

(4) A request for a variance to the side-yard setback regulations.

STANDARDS OF REVIEW FOR A VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the board has the power to grant variances from the front-yard, **side-yard**, rear-yard, lot-width, lot-depth, lot-coverage, floor area for structures accessory to single-family uses, height, minimum sidewalks, off-street parking or off-street loading, or landscape regulations provided that the variance is:

- **not contrary to the public interest** when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- **necessary to permit development of a specific parcel of land** that differs from other parcels of land by being of such a restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- **not granted to relieve a self-created or personal hardship**, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code §51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

(i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section

26.01 of the Texas Tax Code.

- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

STAFF RECOMMENDATION:

Variance:

Denial

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- D. Not contrary to the public interest as no letters of opposition were received.
- E. Subject site does not differ from other surrounding parcels of land by being of such a restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land in the same zoning. However, the subject site is less than the minimum 7,500 square feet (R-7.5(A)).
- F. This is a self-created hardship, constructed without permit approval and inspections.

BACKGROUND INFORMATION:

Zoning:

Site: R-7.5(A) (Single Family District)
North: MF-2(A) (Multifamily District)
East: R-7.5(A) (Single Family District)
South: R-7.5(A) (Single Family District)
West: R-7.5(A) (Single Family District)

Land Use:

The subject site and all surrounding properties are developed with single family uses.

Square Footage:

This lot contains of 6,798 square feet (0.156 of an acre)

BDA History:

No BDA history found in the last five years

GENERAL FACTS/STAFF ANALYSIS:

- The application of Blanca Cardenas for the property located at 3146 Clydedale Drive focuses on 1 request relating to a variance to the side-yard setback regulations.

- The applicant is requesting a variance to the side-yard setback regulations. The applicant is proposing to construct and maintain a residential addition and provide a 0-foot 0-inch side-yard setback, which will require a 5-foot 0-inch variance to the side-yard setback regulations.
- The subject site along with surroundings properties are all developed with single-family homes.
- It is imperative to note that the addition is complete without approved building permits on file.
- The applicant has the burden of proof in establishing the following:
 - 4) That granting the variance to the side-yard setback regulations will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
 - 5) The variance is necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
 - 6) The variance would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.
- ELEMENT II SUBSTITUTE:

Dallas Development Code §51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

 - (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
 - (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
 - (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
 - (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
 - (v) the municipality considers the structure to be a nonconforming structure.
- Granting the variance to the side-yard setback regulations with a condition that the applicant complies with the submitted site plan and elevations, would require the proposal to be constructed as shown on the submitted documents.
- 200' Radius Video:

Timeline:

December 2, 2024: The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report.

December 17, 2024: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **B**.

December 24, 2024: The Development Services Department Senior Planner emailed the applicant the following information:

- an attachment that provided the public hearing date and panel that will consider the application; the January 2, 2025, deadline to submit additional evidence for staff to factor into their analysis; and January 10, 2025, deadline to submit additional evidence to be incorporated into the board’s docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

January 2, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the January public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner and Transportation Engineer.

Speakers:

For: Blanca Cardenas, 3146 Clydedale Ave, Dallas TX

Against: No Speakers

Motion

I move that the Board of Adjustment, in Appeal No. BDA 245-014, **HOLD** this matter under advisement until February 19, 2025.

Maker:	Sarah Lamb				
Second:	Nicholas Brooks				
Results:	5-0 Unanimously				Motion to hold until February 19, 2025.
		Ayes:	-	5	Cheri Gambow, Sarah Lamb, Joe Cannon, Parker Graham & Nicholas Brooks
		Against:	-	0	

4. 1417 Lenway Street

This item was moved to Individual Cases

BDA245-001(CJ)

BUILDING OFFICIAL’S REPORT: Application of Jay Taylor for (1) a special exception for the handicapped to the to the single-family use regulations, and for (2) a special exception for the handicapped to the floor area regulations at **1417 Lenway Street**. This property is more fully described as Block 1/1175, Lot 1 and is zoned PD-595 (MF-2(A)), which limits the number of dwelling units to one, and prohibits an accessory structure to exceed 25 percent of the floor area of the main

structure. The applicant proposes to construct and/or maintain an additional dwelling unit (not for rent), which will require a (1) special exception for the handicapped to the single-family zoning use regulations, and (2) to construct and/or maintain a single family residential accessory structure with 504 square feet of floor area (28 percent of the 1806 square foot floor area of the main structure), which will require a 52.5 square foot special exception for the handicapped to the floor area regulations.

LOCATION: 1417 Lenway Street

APPLICANT: Jay Taylor

REQUEST:

- (1) A request for a handicapped person(s) for a special exception to the single-family zoning use regulations; and
- (2) A request for a handicapped person(s) for a special exception to the floor area regulations.

STANDARDS OF REVIEW FOR A SPECIAL EXCEPTIONS FOR THE HANDICAPPED:

Section 51A-1.107(b)(1) of the Development Code states that (1) the board of adjustment shall grant a special exception to any regulation in this chapter if, after a public hearing, the board finds that the exception is necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling. The term “handicapped person” means a person with a “handicap,” as that term is defined in the Federal Fair Housing Amendments Act of 1988, as amended.

(2) The board may impose reasonable conditions upon the granting of this special exception consistent with the purpose stated in this section

(3) This section does not authorize the board to grant a change in the use of a building or structure.

STAFF RECOMMENDATION:

1. Special Exceptions (2):

No staff recommendation is made on these requests.

BACKGROUND INFORMATION:

BDA History:

No BDA history found at 1417 Lenway Street within the last 5 years.

Square Footage:

This lot contains 7,274.52 of square feet or .167 acres.

This lot is zoned MF-2(A) which has a minimum lot size of 1,000 square feet per dwelling unit.

Site: PD-595 (MF-2(A)) Zoning District

North: PD-595 (MF-2(A)) Zoning District

East: PD-595 (MF-2(A)) Zoning District

South: PD-595 (MF-2(A)) Zoning District

West: PD-595 (MF-2(A)) Zoning District

Land Use:

The subject site and areas to the north, south, east, and west are zoned PD-595 (MF-2(A)).

GENERAL FACTS/STAFF ANALYSIS:

- The application of Jay Taylor for the property located at 1417 Lenway Street on two requests for the handicapped relating to the single-family zoning use regulations and the floor area regulations.
- The applicant proposes to construct and/or maintain an additional dwelling unit (not for rent), which will require a special exception for the handicapped to the single-family zoning use regulations.
- The applicant has stated that the additional dwelling unit (not for rent) will be used to provide housing for an older family member with a handicap.
- Secondly, the applicant is proposing to construct and/or maintain a single family residential accessory structure with 504 square feet of floor area (28 percent of the 1806 square foot floor area of the main structure), which will require a 52.5 square foot special exception for the handicapped to the floor area regulations
- The subject site has single street frontage on Lenway Street.
- The subject site along with surrounding properties to the north, south, east and west are zoned with uses permissible in Planned Development 595.
- The subject site currently has a partially developed residential structure and is located within an established neighborhood.
- If the board were to grant any or all of these requests and impose conditions that compliance with the most recent version of all submitted plans are required, and that the special exceptions expire when a handicapped person no longer resides on the property, the 504 square foot additional dwelling unit (not for rent) may be maintained for as long as the handicapped person resides on the site.
- 200' Radius Video: [BDA245-001 at 1417 Lenway Street](#)

Timeline:

November 22, 2024: The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report.

December 17, 2024: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **B**.

December 18, 2024: The Development Services Department Senior Planner emailed the applicant the following information:

- an attachment that provided the hearing date and panel that will consider the application; the January 2, 2025, deadline to submit additional evidence for staff to factor into their analysis ;and January 10, 2025, deadline to submit additional evidence to be incorporated into the board's docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

January 2, 2025: The Board of Adjustment staff review team meeting was held regarding this

request and other requests scheduled for the January public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.

Speakers:

For: Jay Taylor, 1033 E. 9th Street, Dallas TX 75203
Julie Saqueton, 5830 Meaders, Dallas TX 75230
Nicole Raphiel, 1600 Pennsylvania, Dallas TX 75215

Against: No Speakers

Motion

I move that the Board of Adjustment, in Appeal No. BDA 245-001, **HOLD** this matter under advisement until February 19, 2025, with instruction to staff to re-notice the case for a special exception to the single-family use regulations and for a variance to the floor are regulations.

Maker:	Sarah Lamb				
Second:	Parker Graham				
Results:	5-0 Unanimously				Motion to hold until February 19, 2025.
		Ayes:	-	5	Cheri Gambow, Sarah Lamb, Joe Cannon, Parker Graham & Nicholas Brooks
		Against:	-	0	

5. 4819 Melissa Lane

This item was moved to Individual Cases

BDA245-004(CJ)

BUILDING OFFICIAL’S REPORT: Application of Andrew Glover for **(1)** a variance to the interior east side-yard setback regulations, and for **(2)** a variance to the interior west side-yard setback regulations at **4819 Melissa Lane**. This property is more fully described as Block 3/6391, Lot 4 and is zoned R-1/2ac(A), which requires a 15-foot side-yard setback on interior lots. The applicant proposes to construct and/or maintain a single-family residential structure and provide an 11-foot 7-inch side-yard setback at the east side of the property, which will require **(1)** a 3-foot 5-inch variance to the side-yard setback regulations at the east side of the property, and to construct and/or maintain a single-family residential structure and provide a 10-foot side-yard setback at the west side of the property, which will require **(2)** a 5-foot variance to the side-yard setback regulations at the west side of the property.

LOCATION: 4819 Melissa Lane

APPLICANT: Crista and Andrew Glover

REPRESENTATIVE: Rob Baldwin

REQUEST:

- (3) A request for a variance to the side yard setback regulations for the east side of the property; and

- (4) A request for a variance to the side yard setback regulations for the west side of the property.

STANDARDS OF REVIEW FOR A VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the board has the power to grant variances from the front yard, **side yard**, rear yard, lot width, lot depth, lot coverage, floor area for structures accessory to single-family uses, height, minimum sidewalks, off-street parking or off-street loading, or landscape regulations provided that the variance is:

- **not contrary to the public interest** when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- **necessary to permit development of a specific parcel of land** that differs from other parcels of land by being of such a restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- **not granted to relieve a self-created or personal hardship**, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code §51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

STAFF RECOMMENDATION:

2. **Variance** to the side yard setback regulations to the **east side of the property**

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest as no letters of opposition were received before case reports were finalized and submitted.
- B. The subject site is not sloped or irregularly shaped. The subject site is also 25,700.4 sq ft or 0.59 ac. which is larger than the minimum lot size for residential use in the R-1/2ac(A)) zoning district (.5 ac or 21,780 sq ft.), however the NSO 1 Northaven Estates layer over the corresponding neighborhood requires a side-yard setback of 15-feet instead of the standard 10-foot setback required in the R-1/2ac(A) zoning district further decreasing the developable

area of the subject site; therefore, the property cannot be developed in a manner commensurate with development upon other parcels of land in the same zoning.

- C. Is not a self-created or personal hardship. The plans were approved under building permit #2402131142 on February 20, 2024 with 10-foot side yard setbacks.

3. **Variance** to the side yard setback regulations on the **west side of the property**

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest as no letters of opposition were received before case reports were finalized and submitted.
- B. The subject site is not sloped or irregularly shaped. The subject site is also 25,700.4 sq ft or 0.59 ac. which is larger than the minimum lot size for residential use in the R-1/2ac(A) zoning district (.5 ac or 21,780 sq ft.), however the NSO 1 Northaven Estates layer over the corresponding neighborhood requires a side-yard setback of 15-feet instead of the standard 10-foot setback required in the R-1/2ac(A) zoning district further decreasing the developable area of the subject site; therefore, the property cannot be developed in a manner commensurate with development upon other parcels of land in the same zoning.
- C. Is not a self-created or personal hardship. The plans were approved under building permit #2402131142 on February 20, 2024 with 10-foot side yard setbacks.

BACKGROUND INFORMATION:

BDA History:

No BDA history found at 4819 Melissa Lane within the last 5 years.

Square Footage:

This lot contains 25,700.4 of square feet or 0.59 ac.

This lot is zoned Conservation District #15 (R-1/2ac(A)) and which has a minimum lot size of 21,780 square feet or 0.50 ac.

Zoning:

<u>Site:</u>	R-1/2ac(A) - (NSO 1 Northaven Estates Overlay)
<u>North:</u>	R-1/2ac(A) - (NSO 1 Northaven Estates Overlay)
<u>South:</u>	R-1/2ac(A)
<u>East:</u>	R-1/2ac(A) - (NSO 1 Northaven Estates Overlay)
<u>West:</u>	R-1/2ac(A) - (NSO 1 Northaven Estates Overlay)

Land Use:

The subject site is currently developed with a single-family structure. The areas to the north, east, and west are developed with uses permissible in R-1/2ac(A) zoning district and under the NSO 1 Northaven Estates overlay. Areas to the south are zoned with single-family (R-1/2ac(A)) uses.

GENERAL FACTS/STAFF ANALYSIS:

- The application for Crista and Andrew Glover's property located at 4819 Melissa Lane focuses on 2 requests relating to the side yard setback regulations.

- The subject site is located in the R-1/2ac(A) - NSO-1 Northaven Estates layer which requires a 15-foot side yard setback; the standard side yard setback required in the R-1/2ac(A) zoning district is 10-feet.
- A request for a variance to the side yard setback regulations on the east side of the property of 3-feet 5-inches is made to construct and/or maintain a single-family residential structure; R-1/2ac(A) - NSO-1 Northaven Estates layer requires a 15-foot side yard setback.
- A request for a variance to the side yard setback regulations on the west side of the property of 5-feet is made to construct and/or maintain a single-family residential structure; R-1/2ac(A) - NSO-1 Northaven Estates layer requires a 15-foot side yard setback.
- It is imperative to note that the Building Inspections permitting office approved plans showing a 10-foot side yard setback under permit #2402131142 on February 20, 2024.
- The subject site is a mid-block lot and has single street frontage on Melissa Lane.
- The subject site along with surrounding properties to the north, south, east and west are zoned with residential uses.
- The subject site is currently developed with a single-family structure and located within an established neighborhood.

The applicant has the burden of proof in establishing the following:

- That granting the variance(s) will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- The variance(s) are necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- The variance(s) would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

The board may also consider Dallas Development Code **§51A-3.102(d)(10)(b)**, formerly known as **HB 1475** as grounds to determine whether compliance with the ordinance as applied to a structure that is the subject of the appeal would result in unnecessary hardship:

- (a) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 (Submission of Rolls to Taxing Units), Tax Code.
- (b) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (c) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (d) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (e) the municipality considers the structure to be a nonconforming structure.

- Granting the proposed variance below, with a condition that the applicant complies with the submitted site plan, would require the proposal to be constructed as shown on the submitted documents.
 - 3-foot 5-inch variance to the side yard setback regulations on the east side of the property.
 - 5-foot variance to the side yard setback regulations on the west side of the property.
- 200' Radius Video: [BDA245-004 at 4819 Melissa Lane](#)

Timeline:

December 2, 2024: The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report.

December 17, 2024: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **B**.

December 23, 2024: The Development Services Department Senior Planner emailed the applicant the following information:

- an attachment that provided the hearing date and panel that will consider the application; the January 2, 2025, deadline to submit additional evidence for staff to factor into their analysis ;and January 10, 2025, deadline to submit additional evidence to be incorporated into the board's docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

January 2, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the January public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.

Speakers:

For: Rob Baldwin, 3904 Elm Street Suite B, Dallas TX 75226
Andrew Glover, 4819 Melissa Lane, Dallas TX 75229

Against: John Hazelton, 4829 Melissa Lane, Dallas TX 75229
Subie Hazelton, 4829 Melissa Lane, Dallas TX 75229

Motion # 1

I move that the Board of Adjustment, in Appeal No. BDA 245-004, on application of Andrew Glover, **GRANT** the 3-foot 5-inch variance to the side-yard setback regulations at the east side of the property requested by this applicant because our evaluation of the property and testimony shows that the physical character of this property is such that a literal enforcement of the provisions of the Dallas Development Code, as amended, would result in unnecessary hardship to this applicant.

I further move that the following condition be imposed to further the purpose and intent of the Dallas Development Code:

Compliance with the most recent version of all submitted plans are required.

Maker:	Sarah Lamb				
Second:	Joe Cannon				
Results:	5-0 Unanimously				Motion to grant
		Ayes:	-	5	Cheri Gambow, Sarah Lamb, Joe Cannon, Parker Graham & Nicholas Brooks
		Against:	-	0	

Motion # 2

I move that the Board of Adjustment, in Appeal No. BDA 245-004, on application of Andrew Glover, **DENY** the variance to the side-yard setback regulations at the west side of the property requested by this applicant **with prejudice**, because our evaluation of the property and the testimony shows that the physical character of this property is such that a literal enforcement of the provisions of the Dallas Development Code, as amended, would NOT result in unnecessary hardship to this applicant.

Maker:	Sarah Lamb				
Second:	Nicholas Brooks				
Results:	5-0 Unanimously				Motion to deny with prejudice
		Ayes:	-	5	Cheri Gambow, Sarah Lamb, Joe Cannon, Parker Graham & Nicholas Brooks
		Against:	-	0	

6. 3031 Brooklyndell Avenue

This item was moved to Individual Cases

BDA245-012(CJ)

BUILDING OFFICIAL’S REPORT: Application of Rob Baldwin for **(1)** a variance to the front-yard setback regulations, for **(2)** a variance to the off-street parking regulations, and for **(3)** a special exception to the visibility obstruction regulations at **3031 Brooklyndell Avenue**. This property is more fully described as Block F/4519, Lot 5A, and is zoned R-7.5(A), which requires a front-yard setback of 25-feet, requires that a parking space must be located at least 20-feet from the right-of-way line adjacent to a street or alley if the space is in an enclosed structure and if the space faces upon or can be entered directly from the street or alley, and requires a 20-foot visibility obstruction triangle at driveway approaches. The applicant proposes to construct and/or maintain a single-family residential structure and provide a 5-foot front-yard setback, which will require **(1)** a 20-foot variance to the front-yard setback regulations, and to locate and maintain a parking space in an enclosed structure with a setback of 5-feet, which will require **(2)** a variance of 15-feet to the off-street parking regulations, and to construct and/or maintain a single-family residential structure located within the 20-foot visibility obstruction triangle at the driveway approach, which will require **(3)** a special exception to the visibility obstruction regulations at the driveway approach.

LOCATION: 3031 Brooklyndell Avenue

APPLICANT: Rob Baldwin

REQUEST:

- (5) A request for a variance to the front yard setback regulations;
- (6) A request for a variance to the off-street parking regulations; and
- (7) A special exception to the 20-foot visibility obstruction regulations at the driveway approach.

STANDARDS OF REVIEW FOR A VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the board has the power to grant variances from the **front yard**, side yard, rear yard, lot width, lot depth, lot coverage, floor area for structures accessory to single-family uses, height, minimum sidewalks, **off-street parking** or off-street loading, or landscape regulations provided that the variance is:

- **not contrary to the public interest** when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- **necessary to permit development of a specific parcel of land** that differs from other parcels of land by being of such a restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- **not granted to relieve a self-created or personal hardship**, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code § 51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

STANDARD OF REVIEW FOR A SPECIAL EXCEPTION TO VISUAL OBSTRUCTION REGULATIONS:

Section 51A-4.602(d)(3) of the Dallas Development Code states that the board may grant a special exception to the visual obstruction regulations when in the opinion of the board, **the special exception will not constitute a traffic hazard.**

STAFF RECOMMENDATION:

4. Special Exception (1):

No staff recommendation is made on this request.

5. Variance (1) to the Off-Street Parking regulations

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- D. Not contrary to the public interest as no letters of opposition were received before case reports were finalized and submitted.
- E. Though the subject site is not sloped or irregularly shaped, it is only 3345.408 sq ft. which is smaller than the minimum lot size for residential use in the R-7.5(A) zoning district (7,500 sq ft.); therefore, the property cannot be developed in a manner commensurate with development upon other parcels of land in the same zoning.
- F. Is not a self-created or personal hardship.

6. Variance (2) to the Front Yard Setback regulations

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest as no letters of opposition were received before case reports were finalized and submitted.
- B. Though the subject site is not sloped or irregularly shaped, it is only 3345.408 sq ft. which is smaller than the minimum lot size for residential use in the R-7.5(A) zoning district (7,500 sq ft.); therefore, the property cannot be developed in a manner commensurate with development upon other parcels of land in the same zoning.
- C. Is not a self-created or personal hardship.

BACKGROUND INFORMATION:

BDA History:

- No BDA history found at 3031 Brooklyndell Avenue in the last 5 years.

Square Footage:

- This lot contains 3,345.408 of square feet.
- This lot is zoned R-7.5(A) which has a minimum lot size of 7,500 square feet.

Zoning:

- Site: R-7.5(A) (Single Family District)
- North: R-7.5(A) (Single Family District)
- East: R-7.5(A) (Single Family District)
- South: R-7.5(A) (Single Family District)
- West: R-7.5(A) (Single Family District)

Land Use:

The subject site is vacant and surrounding properties to the north, south, east and west are

developed with single-family uses.

GENERAL FACTS/STAFF ANALYSIS:

- The application of Rob Baldwin for the property located at 3031 Brooklyndell Avenue focuses on 3 requests relating to front yard setback regulations, the off-street parking regulations, and the visual obstruction regulations.
- The applicant proposes to construct and/or maintain a single-family residential structure and provide a 5-foot front-yard setback, which will require a 20-foot variance to the front-yard setback regulations; R-7.5(A) requires a 25-foot front yard setback.
- Secondly, the applicant is proposing to locate and maintain a parking space in an enclosed structure with a setback of 5-feet, which will require a variance of 15-feet to the off-street parking regulations; A parking space must be at least 20 feet from the right-of-way line adjacent to a street or alley if the space is located in enclosed structure and if the space faces upon or can be entered directly from the street or alley.
- Lastly, the applicant proposes to construct and/or maintain a single-family residential structure located within the 20-foot visibility obstruction triangle at the driveway approach, which will require a special exception to the visibility obstruction regulations at the driveway approach.
- The subject site is vacant; properties to the north, south, east, and west are all developed with single-family homes.
- It is imperative to note that the subject site is a corner lot and has double street frontage along Brooklyndell Avenue and South Barnett Avenue.
- The subject site has two front yards along Brooklyndell Avenue and South Barnett Avenue due to block-face continuity; all requests (3) are proposed along South Barnett Avenue.
- The applicant has the burden of proof in establishing that the special exception to the visual obstruction regulations will not constitute a traffic hazard.
- Granting the special exceptions to the visual obstruction regulations with a condition that the applicant complies with the submitted site plan and elevations, would require the proposal to be constructed as shown on the submitted documents.

The applicant has the burden of proof in establishing the following:

- That granting the variance(s) will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- The variance(s) is/are necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- The variance(s) would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

The board may also consider Dallas Development Code **§ 51A-3.102(d)(10)(b)**, formerly known as **HB 1475** as grounds to determine whether compliance with the ordinance as applied to a structure that is the subject of the appeal would result in unnecessary hardship:

- (f) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 (Submission of Rolls to Taxing Units), Tax Code.
 - (g) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
 - (h) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
 - (i) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
 - (j) the municipality considers the structure to be a nonconforming structure.
- Granting the proposed variance(s) below, with a condition that the applicant complies with the submitted site plan, would require the proposal to be constructed as shown on the submitted documents.
 - 20-foot variance to the front yard setback regulations.
 - 15-foot variance to the off-street parking regulations.
 - 200' Radius Video: [BDA245-012 at 3031 Brooklyndell Avenue](#)

Timeline:

December 2, 2024: The applicant submitted an “Application/Appeal to the Board of Adjustment” and related documents which have been included as part of this case report.

December 17, 2024: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **B**.

December 23, 2024: The Development Services Department Senior Planner emailed the applicant the following information:

- an attachment that provided the hearing date and panel that will consider the application; the January 2, 2025, deadline to submit additional evidence for staff to factor into their analysis ;and January 10, 2025, deadline to submit additional evidence to be incorporated into the board’s docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

January 2, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the January public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.

January 3, 2025 Traffic Engineering group provided comments stating no objection to the

request.

Speakers:

For: No Speakers

Against: No Speakers

Motion

I move that the Board of Adjustment **GRANT** the following applications listed on the uncontested docket because it appears, from our evaluation of the property and all relevant evidence that the applications satisfy all the requirements of the Dallas Development Code and are consistent with the general purpose and intent of the Code, as applicable, to wit:

BDA 245-012 – Application of Rob Baldwin, for a variance to the front-yard setback regulations, a variance to the off-street parking regulations, and for a special exception from the visual obstruction regulations at the driveway approach contained in the Dallas Development Code, is granted, subject to the following condition:

Compliance with the most recent version of all submitted plans are required.

Maker:	Joe Cannon				
Second:	Nicholas Brooks				
Results:	5-0 Unanimously				Motion to grant
		Ayes:	-	5	Cheri Gambow, Sarah Lamb, Joe Cannon, Parker Graham & Nicholas Brooks
		Against:	-	0	

7. 6356 Denham Street

This item was moved to Individual Cases

BDA245-015(CJ)

BUILDING OFFICIAL’S REPORT: Application of Blanca Cardenas for **(1)** a special exception to the single-family use regulations and **(2)** a variance to the floor area for structures accessory to single-family uses regulations at **6356 Denham Street**. This property is more fully described as Block 6/6253, Lot 2, and is zoned R-7.5(A), which limits the number of dwelling units to one, and states that an accessory structure may not exceed 25 percent of the floor area of the main structure. The applicant proposes to construct and/or maintain an additional dwelling unit (not for rent), which will require **(1)** a special exception to the single-family zoning use regulations, and to construct and/or maintain a single family residential accessory structure with 464 square feet of floor area (28 percent of the 1678 square foot floor area of the main structure), which will require **(2)** a 44.5 square foot variance to the floor area regulations.

LOCATION: 6356 Denham Street

APPLICANT: Blanca Cardenas

REQUEST:

- (5) A request for a special exception to the single-family zoning use regulations; and
- (6) A request for a variance to the floor area regulations.

STANDARDS OF REVIEW FOR A SPECIAL EXCEPTION TO THE SINGLE-FAMILY ZONING

USE REGULATIONS: SEC. 51A-4.209(b)(6)(E)(i) of the Dallas Development Code states that the board of adjustment may grant a special exception to authorize an additional dwelling unit in any district when, in the opinion of the board, the additional dwelling unit will not:

- (aa) be used as rental accommodations; or
- (bb) adversely affect neighboring properties.

In granting this type of special exception, the board shall require the applicant to deed restrict the subject property to prevent use of the additional dwelling unit as rental accommodations.

STANDARDS OF REVIEW FOR A VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the board has the power to grant variances from the front yard, side yard, rear yard, lot width, lot depth, lot coverage, **floor area for structures accessory to single-family uses**, height, minimum sidewalks, off-street parking or off-street loading, or landscape regulations provided that the variance is:

- **not contrary to the public interest** when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- **necessary to permit development of a specific parcel of land** that differs from other parcels of land by being of such a restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- **not granted to relieve a self-created or personal hardship**, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code § 51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

STAFF RECOMMENDATION:

7. Special Exception (1):

No staff recommendation is made on this request.

8. Variance (1) to the floor area regulations

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- G. Not contrary to the public interest as no letters of opposition were received before case reports were finalized and submitted.
- H. Though the subject site is not sloped or irregularly shaped, it is 7405.2 sq ft. which is smaller than the minimum lot size for residential use in the R-7.5(A) zoning district (7,500 sq ft.); therefore, the property cannot be developed in a manner commensurate with development upon other parcels of land in the same zoning.
- I. Is not a self-created or personal hardship.

BACKGROUND INFORMATION:

BDA History:

No BDA history found at 6356 Denham Street within the last 5 years.

Square Footage:

This lot contains 7,405.2 of square feet or .17 acres.

This lot is zoned R-7.5(A) which has a minimum lot size of 7,500 square feet.

Site: R-7.5(A) Zoning District

North: R-7.5(A) Zoning District

East: R-7.5(A) Zoning District

South: R-7.5(A) Zoning District

West: R-7.5(A) Zoning District

Land Use:

The subject site and areas to the north, south, east, and west are zoned R-7.5(A).

GENERAL FACTS/STAFF ANALYSIS:

- The application of Blanca Cardenas for the property located at 6356 Denham Street on two requests relating to the single-family zoning use regulations and the floor area regulations.
- The applicant proposes to construct and/or maintain an additional dwelling unit (not for rent), which will require a special exception to the single-family zoning use regulations
- Secondly, the applicant is proposing to construct and/or maintain a single family residential accessory structure with 464 square feet of floor area (28 percent of the 1678 square foot floor area of the main structure), which will require a 44.5 square foot variance to the floor area regulations.
- The subject site has single street frontage on Denham Drive.
- The subject site along with surrounding properties to the north, south, east, and west are zoned with residential uses.

- The subject site is currently developed with a residential structure and located within an established neighborhood.
- The applicant has the burden of proof in establishing that the special exception to the sing-family zoning use regulations will not be used as rental accommodations or adversely affect the neighboring properties.
- The Dallas Development Code states that in granting this type of special exception, the board shall require the applicant to deed restrict the subject property to prevent the use of the additional dwelling unit as rental accommodations.
- The applicant has the burden of proof for the variance in establishing the following:
 - That granting the variance will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
 - The variance is necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
 - The variance would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

The board may also consider Dallas Development Code **§ 51A-3.102(d)(10)(b)**, formerly known as **HB 1475** as grounds to determine whether compliance with the ordinance as applied to a structure that is the subject of the appeal would result in unnecessary hardship:

- (k) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 (Submission of Rolls to Taxing Units), Tax Code.
 - (l) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
 - (m) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
 - (n) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
 - (o) the municipality considers the structure to be a nonconforming structure.
- Granting the proposed variance, with a condition that the applicant complies with the submitted site plan, would require the proposal to be constructed as shown on the submitted documents.
 - 44.5 square foot variance to the floor area regulations.
 - 200' Radius Video: [BDA245-015 at 6356 Denham Drive](#)

Timeline:

- December 2, 2024: The applicant submitted an “Application/Appeal to the Board of Adjustment” and related documents which have been included as part of this case report.
- December 17, 2024: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **B**.
- December 18, 2024: The Development Services Department Senior Planner emailed the applicant

the following information:

- an attachment that provided the hearing date and panel that will consider the application; the January 2, 2025, deadline to submit additional evidence for staff to factor into their analysis ;and January 10, 2025, deadline to submit additional evidence to be incorporated into the board’s docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

January 2, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the January public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.

Speakers:

For: Blanca Cardenas, 6356 Denham Street, Dallas TX

Against: Yolanda Williams (Did not speak)

Motion

I move that the Board of Adjustment in request No. BDA 245-015, **HOLD** this matter under advisement until February 19, 2025.

Maker:	Joe Cannon				
Second:	Nicholas Brooks				
Results:	5-0 Unanimously				Motion to hold until February 19, 2025.
		Ayes:	-	5	Cheri Gambow, Sarah Lamb, Joe Cannon, Parker Graham & Nicholas Brooks
		Against:	-	0	

HOLDOVER CASES

8. 6240 E. Mockingbird Lane

BDA234-139(CJ)

BUILDING OFFICIAL’S REPORT Application of Charles D. Corson for (1) a special exception to the sign regulations at **6240 E Mockingbird Lane**. This property is more fully described as Block B/2869, Lot 1A, and is zoned CR, which prohibits non-monument signs within 250 feet of either private property in a non-business zoning district or a public park of more than one acre. The applicant proposes to construct and/or maintain a detached premise non-monument sign on a nonresidential premise within 250 feet of either private property in a non-business zoning district or a public park of more than one acre, which will require (1) a special exception to the sign regulations,

LOCATION: 6240 E Mockingbird Lane

APPLICANT: Charles D. Corson

REQUEST:

(8) A request for a special exception to the sign regulations

STANDARD FOR DETACHED SIGN STANDARDS REGULATIONS & STANDARD FOR SPECIAL EXCEPTION TO SIGN STANDARD REGULATIONS:

Section 51A-7.304(b)(3) of the Dallas Development Code states that Non-monument signs are not allowed within 250 feet of either private property in a non-business zoning district or a public park of more than one acre. The board of adjustment may grant a special exception to this provision when, in the opinion of the board, the special exception will not adversely affect neighboring property.

STAFF RECOMMENDATION:

Special Exceptions (1):

No staff recommendation is made on this request.

BACKGROUND INFORMATION:

BDA History:

No BDA history found at 6240 E. Mockingbird Lane found in the last 5 years.

Square Footage:

This lot contains 8,189.28 of square feet.

This lot is zoned R-10(A) which has a minimum lot size of 10,000 square feet.

Zoning:

Site: Community Retail (CR)
North: R-7.5(A) (Single Family District)
East: Community Retail (CR)
South: PD 990 (Planned Development)
West: R-7.5(A) (Single Family District)

Land Use:

The subject site and surrounding properties to the east are zoned Community Retail, areas to the North and West are zoned R-7.5(A) and properties the south are developed with uses permitted under PD-990 use regulations.

GENERAL FACTS/STAFF ANALYSIS:

- The application Charles D. Corson for the property located at 6240 E Mockingbird Lane focuses on 1 request relating to the sign regulations.
- As gleaned from the submitted site plan and elevations, the applicant is proposing to maintain a detached premise non-monument sign on a nonresidential premise within 250 feet of either private property in a non-business zoning district that is larger than one acre.

- The subject site is a mid-block lot, and it has double street frontage on East Mockingbird Lane and Winton Street.
- The Dallas Development Code prohibits non-monument signs within 250 feet of either private property in a non-business zoning district or a public park of more than one acre.
- The applicant has the burden of proof in establishing that the special exception(s) to the sign regulations will not adversely affect the neighboring properties.
- Granting the special exceptions to the sign standards relating to sign regulations with a condition that the applicant complies with the submitted site plan and elevations, would require the proposal to be constructed as shown on the submitted documents.
- (200' radius video): [BDA234-139 at 6240 E. Mockingbird Ln.](#)

Timeline:

- October 17, 2024: The applicant submitted an “Application/Appeal to the Board of Adjustment” and related documents which have been included as part of this case report.
- November 4, 2024: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **B**.
- November 13, 2024: The Planning and Development Department Senior Planner emailed the applicant the following information:
- an attachment that provided the hearing date and panel that will consider the application; the November 22, 2024, deadline to submit additional evidence for staff to factor into their analysis; and December 6, 2024, deadline to submit additional evidence to be incorporated into the board’s docket materials.
 - the criteria/standard that the board will use in their decision to approve or deny the request; and
 - the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.
- December 4, 2024: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the December public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.
- December 18, 2024: The Board of Adjustment Panel C, at its public hearing held on Monday, December 16, 2024, moved to HOLD this matter under advisement until January 23, 2025.
- December 23, 2024: The Development Services Department Senior Planner emailed the applicant the following information:

- an attachment that provided the hearing date and panel that will consider the application; the January 2, 2025, deadline to submit additional evidence for staff to factor into their analysis ;and January 10, 2025, deadline to submit additional evidence to be incorporated into the board’s docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

January 2, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the January public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.

Speakers:

For: Charles D. Corson, 6240 E. Mockingbird, Dallas TX
Against: No Speakers

Motion

I move that the Board of Adjustment, in Appeal No. BDA 234-139, on application of Charles D. Corson, **GRANT** the request of this applicant to construct and maintain a detached premise non-monument sign to be located within 250 feet of private property in a non-business zoning district, as a special exception to the sign regulations contained in the Dallas Development Code, as amended, because our evaluation of the property and the testimony shows that this special exception will not adversely affect neighboring property.

I further move that the following condition be imposed to further the purpose and intent of the Dallas Development Code:

Compliance with the most recent version of all submitted plans are required.

Maker:	Nicholas Brooks				
Second:	Joe Cannon				
Results:	4-1				Motion to grant.
		Ayes:	-	4	Cheri Gambow, Joe Cannon, Parker Graham & Nicholas Brooks
		Against:	-	1	Sarah Lamb

ADJOURNMENT

After all business of the Board of Adjustment had been considered, Vice Chair Cheri Gambow moved to adjourn the meeting at 3:23 p.m.

Required Signature:
Mary Williams, Board Secretary
Planning and Development Department

Date

Required Signature:
Dr. Kameka Miller-Hoskins, Board Administrator
Planning and Development Department

Date

Required Signature:
Cheri Gambow, Vice Chair
Board of Adjustment

Date

FILE NUMBER: BDA245-020 (CJ)

BUILDING OFFICIAL'S REPORT: Application of Santos Martinez to (1) restore a nonconforming use at **1711 Botham Jean Boulevard**. This property is more fully described as Block 1/1089, Lot 9A, and is zoned PD-317 (Subdistrict 3), which limits the legal uses in a zoning district. The applicant proposes to restore a nonconforming alcoholic beverage establishment use, which will require (1) a special exception to the nonconforming use regulations.

LOCATION: 1711 Botham Jean Boulevard.

APPLICANT: Santos Martinez

REQUEST:

(1) A request for a special exception to the non-conforming use regulations.

STANDARDS OF REVIEW FOR A SPECIAL EXCEPTION TO THE NON-CONFORMING USE REGULATIONS:

The right to operate a nonconforming use ceases if the nonconforming use is discontinued for six months or more. **Section 51A-4.704(a)(2)** of the Dallas Development Code specifies that the board may grant a special exception to this provision only if the owner can show that there was a clear intent not to abandon the use even though the use was discontinued for six months or more.

STAFF RECOMMENDATION:

Special Exception (1):

No staff recommendation is made on this request.

BACKGROUND INFORMATION:

Zoning:

Site: Planned Development 317 (Subdistrict 3)
North: Planned Development 317 (Subdistrict 3)
South: Planned Development 317 (Subdistrict 3)
East: Planned Development 317 (Subdistrict 3)
West: Planned Development 317 (Subdistrict 3)

Land Use:

The subject site and all surrounding properties are developed with uses permissible in Planned Development 317(Subdistrict 3).

Square Footage:

This lot contains 20,995.92 of square feet or .482 acres and is zoned PD-317 (Subdistrict 3) which has no minimum lot size.

BDA History:

No BDA history found within the last 5 years.

GENERAL FACTS/STAFF ANALYSIS:

- The application submitted by Santos Martinez for the property located at 1711 Botham Jean Boulevard focuses on one request for a special exception to the non-conforming use regulations.
- The applicant is requesting to restore a non-conforming alcoholic beverage establishment use at 1711 Botham Jean Boulevard.
- The subject site is currently developed with a non-residential structure and has double street frontage on Botham Jean Boulevard and McKee Street.
- Article 317 reverts to the Dallas Development code which states that the board may grant a special exception to the nonconforming use regulations only if the owner can show that there was a clear intent not to abandon the use even though the use was discontinued for six months or more.
- It is imperative to note that the last issued Certificate of Occupancy, with the land use of Alcoholic Beverage Establishment, was issued on 8/5/2015; Planned Development 317 allowed the non-conforming alcoholic beverage establishment use by right at that time.
- Article 317 was amended in February 2021 to require a specific use permit (SUP) for an alcoholic beverage establishment.

The applicant has the burden of proof in establishing the following:

- The applicant has the burden of proof in establishing that there was a clear intent not to abandon the use even though the use was discontinued for six months or more.
- Granting the special exception to the nonconforming use regulations to restore a nonconforming alcoholic beverage establishment use would require the proposal to be maintained as shown on the submitted documents.
- 200' Radius Video: [BDA245-020 at 1711 Botham Jean Boulevard](#)

Timeline:

December 18, 2024: The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report.

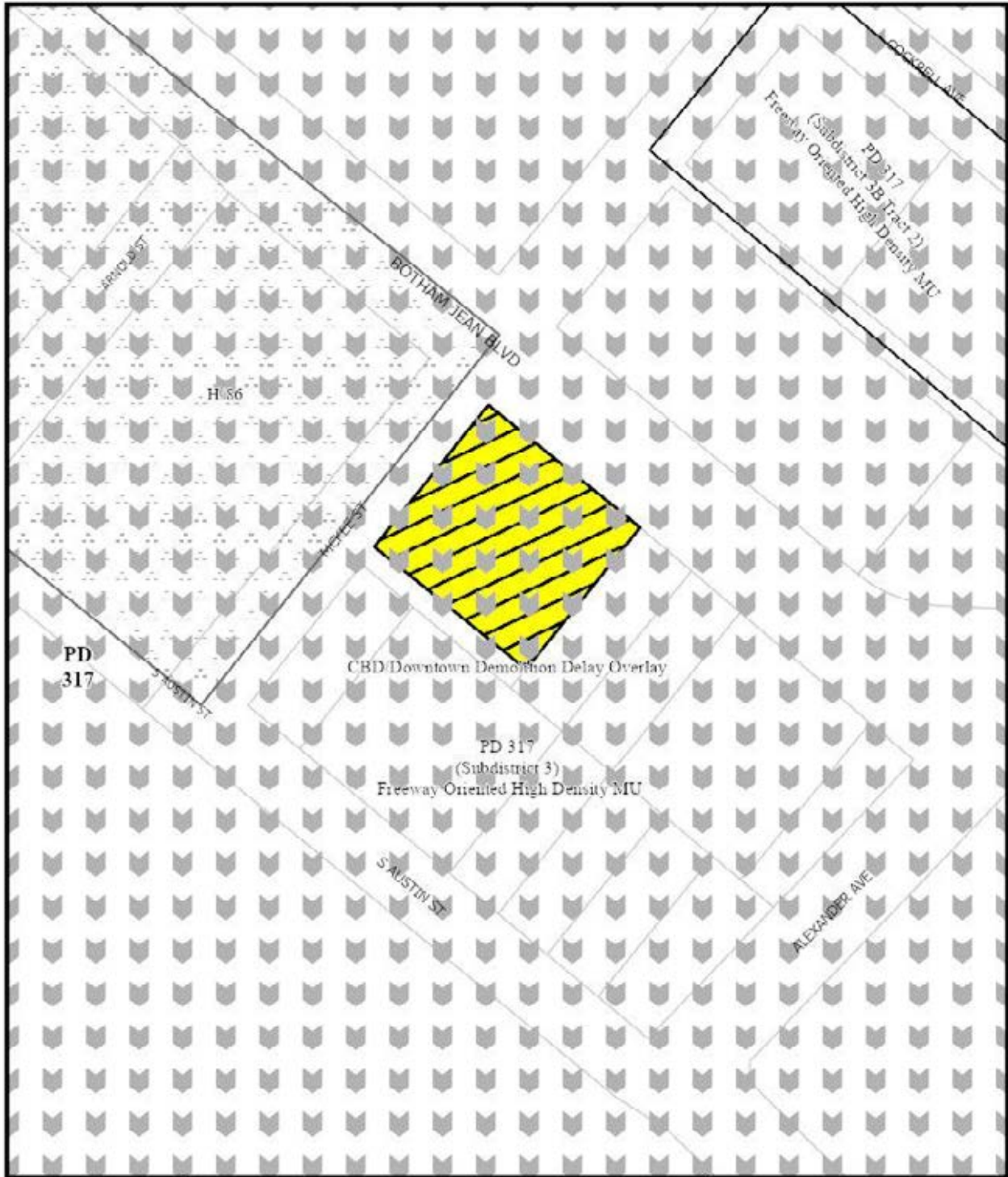
January 3, 2025: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **B**.

January 27, 2025: The Planning and Development Senior Planner emailed the applicant the following information:

- an attachment that provided the hearing date and panel that will consider the application; the January 31, 2025, deadline to submit additional evidence for staff to factor into their analysis ;and February 7, 2025, deadline to submit additional evidence to be incorporated into the board's docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

January 30, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the February public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.







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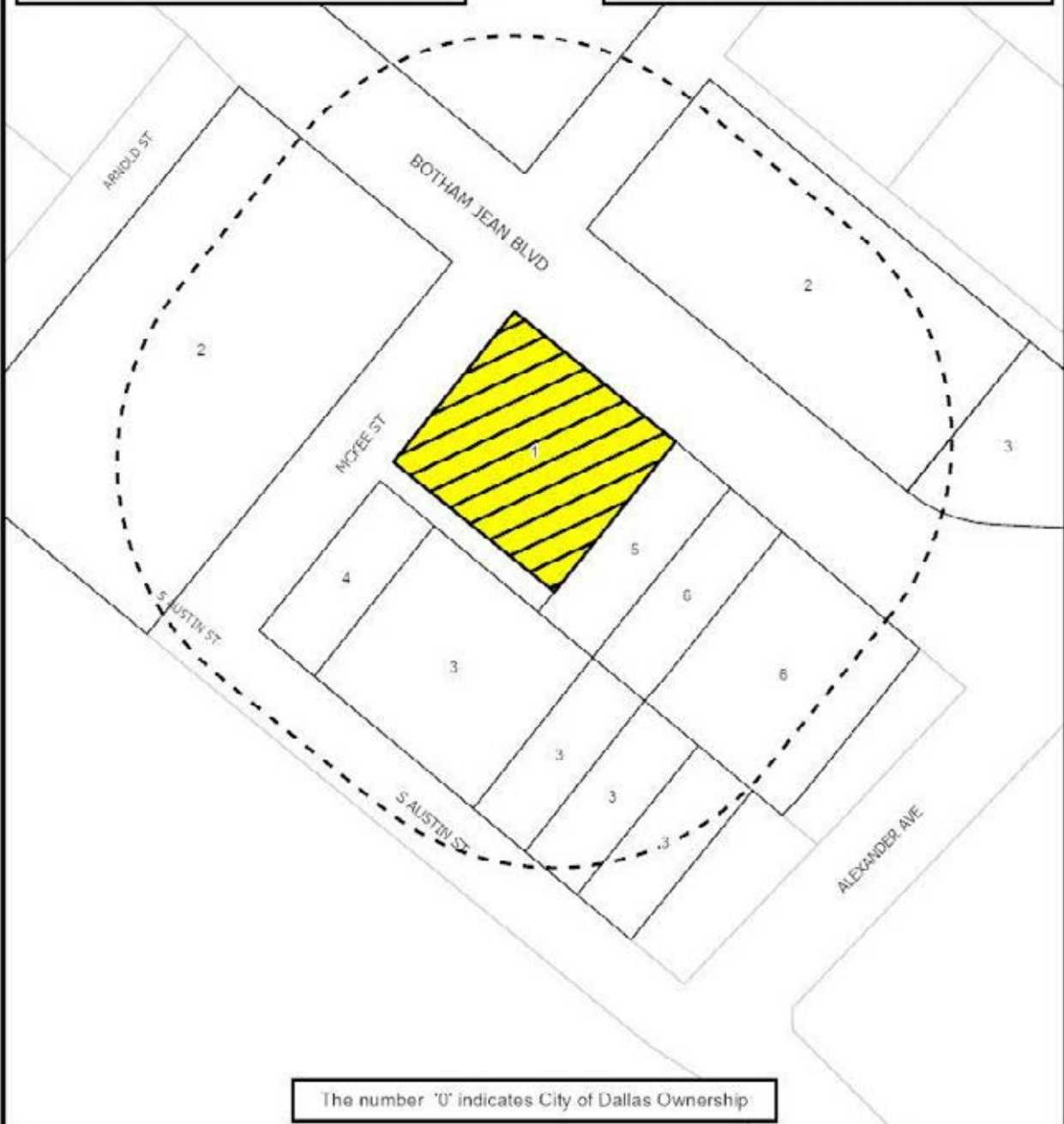
ZONING MAP

Case no: BDA245-020

Date: 01/28/2025

The area of request is hatched . Notification is sent to all property owners within the notification buffer area (shown by the dashed circle). Your property is not being rezoned if you are outside of the hatched area. If your property is not within the hatched area, you are receiving this notice only to let you know of the request.

El área de solicitud está sombreada . La notificación se envía a todos los propietarios dentro del área de notificación (que se muestra con un círculo discontinuo). Si su propiedad no será re-zonificada si está fuera del área sombreada. Si su propiedad no está dentro del área sombreada, recibió este aviso solo para informarle sobre la solicitud.

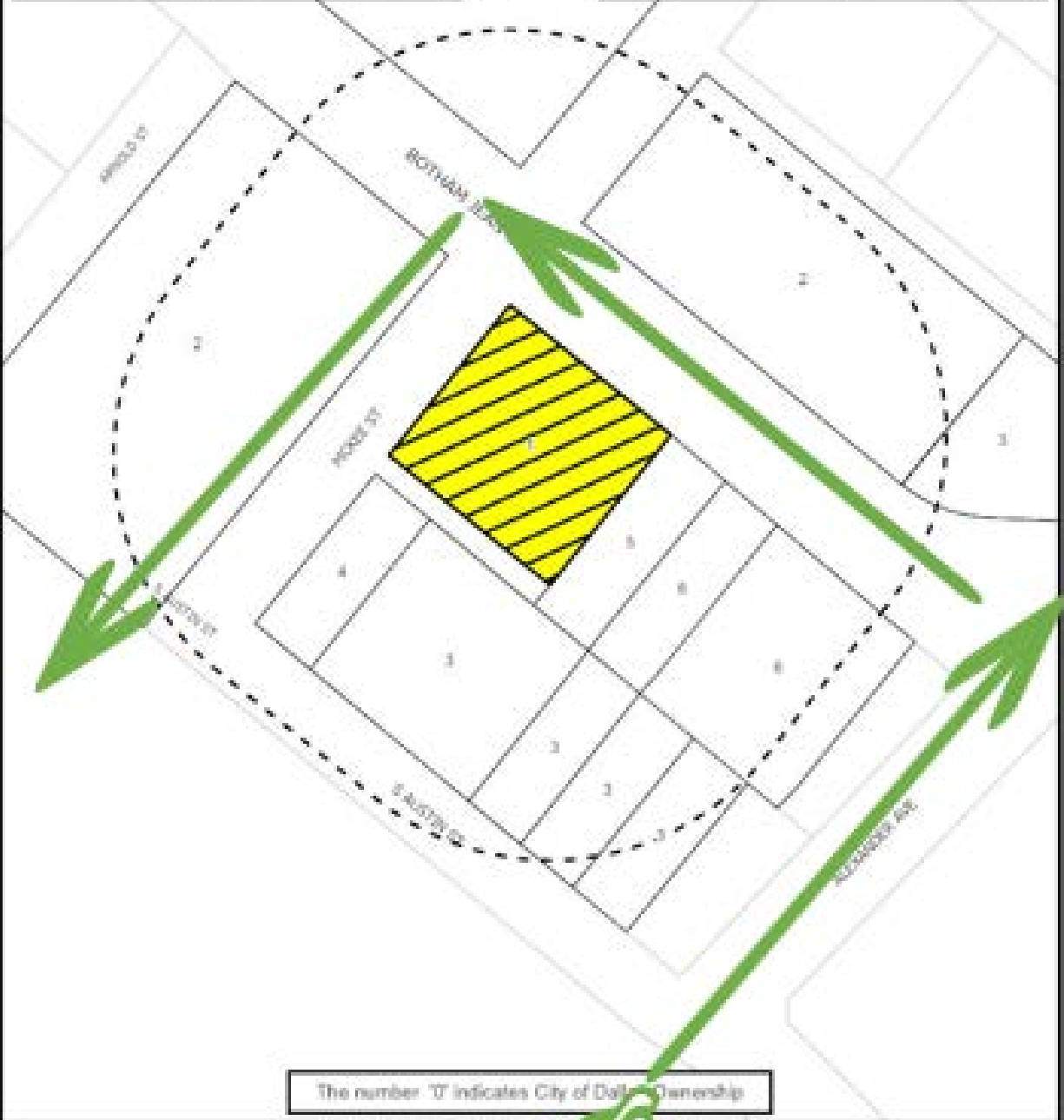


The number '0' indicates City of Dallas Ownership




 1:1,200	<h2>NOTIFICATION</h2>	Case no: BDA245-020
	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">200'</div> <div>AREA OF NOTIFICATION</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">6</div> <div>NUMBER OF PROPERTY OWNERS NOTIFIED</div> </div>	Date: 1/28/2025

The area of request is hatched . Notification is sent to all property owners within the notification buffer area (shown by the dashed circle). Your property is not being requested if you are outside of the hatched area. If your property is not within the hatched area, you are retaining this notice only to let you know of the request.

El área de solicitud está sombreada . La notificación se envía a todos los propietarios dentro del área de notificación (que se muestra con un círculo discontinuo). Su propiedad no será la solicitada si está fuera del área sombreada. Si su propiedad no está dentro del área sombreada, recibirá este aviso solo para informarle sobre la solicitud.



The number '7' indicates City of Dallas Ownership

 1:1,200	NOTIFICATION  200' AREA OF NOTIFICATION	Case no: <u>BDA245-020</u>
	 6 NUMBER OF PROPERTY OWNERS NOTIFIED	Date: <u>1/28/2025</u>

01/28/2025

Notification List of Property Owners

BDA245-020

6 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	1701 BOTHAM JEAN BLVD	CEDAR FOREST LLC
2	1601 BOTHAM JEAN BLVD	DALLAS COLLEGE
3	1724 S AUSTIN ST	OAK FOREST LLC
4	808 MCKEE ST	ELM FOREST LLC
5	1715 BOTHAM JEAN BLVD	PINE FOREST LLC
6	1717 BOTHAM JEAN BLVD	COMPANY ONE PARTNERS LLC



1:1,200

NOTIFICATION

200' AREA OF NOTIFICATION

6 NUMBER OF PROPERTY OWNERS NOTIFIED

Case no: **BDA245-020**

Date: **1/28/2025**

NOTICE OF PUBLIC HEARING

BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL B)

NOTICE IS HEREBY GIVEN that the BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL B) will hold a hearing as follows:

DATE: WEDNESDAY, FEBRUARY 19, 2025

BRIEFING: 10:30 a.m. via Videoconference and in 6ES, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0219>

HEARING: 1:00 p.m. via Videoconference and in 6ES, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0219>

The purpose of the hearing is to consider the following appeal(s) now pending before the Board of Adjustment.

BDA245-020(CJ) Application of Santos Martinez to (1) restore a nonconforming use at 1711 BOTHAM JEAN BOULEVARD. This property is more fully described as Block 1/1089, Lot 9A, and is zoned PD-317 (Subdistrict 3), which limits the legal uses in a zoning district. The applicant proposes to restore a nonconforming alcoholic beverage establishment use, which will require (1) a special exception to the nonconforming use regulations.

You have received this notice because you own property within 200 feet of the above property. You may be interested in attending the Board of Adjustment hearing to express your support for or opposition to the application. You may also contact the Board of Adjustment by email to BDAreply@dallas.gov. Letters will be accepted until 9:00 am the day of the hearing. If you are unable to attend the hearing. If you choose to respond, it is important that you let the Board know your reasons for being in favor of or in opposition to the application. The Board members are very interested in your opinion.

Note: Any materials (such as plans, elevations, etc.) included within this notice may be subject to change.

The Board of Adjustment hearing will be held by videoconference and in 6ES at City Hall. Individuals who wish to speak in accordance with the Board of Adjustment Rules of Procedure by joining the meeting virtually, must register online at <https://bit.ly/BDA-B-Register> by the close of business Tuesday, February 18, 2025. All virtual speakers will be required to show their video in order to address the board. In Person speakers can register at the hearing. Public Affairs and Outreach will also stream the public hearing on Spectrum Cable Channel 96 or 99; and bit.ly/cityofdallastv or YouTube.com/CityofDallasCityHall

Speakers at the meeting are allowed a maximum of three minutes to address the Board.

Additional information regarding the application may be obtained by calling Cambria Jordan, Senior Planner at (214) 948-4476, or Mary Williams, Board Secretary at (214) 670-4127. Si desea información en español, favor de llamar al teléfono a Mary Williams al (214) 670-4127.

Board of Adjustment
Planning & Development department
1500 Marilla Street 5CN Dallas TX 75201

PLEASE SEND REPLIES TO:
BDAreply@dallas.gov
Letters will be received until 9:00
am the day of the hearing.

PLEASE REGISTER AT:
<https://bit.ly/BDA-B-Register>



Development Services

"TOGETHER WE ARE BUILDING A SAFE AND UNITED DALLAS"

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA

245020
RECEIVED
DEC 18 REC'D
BY:

Data Relative to Subject Property: _____

Date: _____

Location address: 1711 Botham Jean Blvd

Zoning District: PD 317

Lot No.: 9A

Block No.: 1/1089

Acreage: .482

Census Tract: 204.02

Street Frontage (in Feet): 1) 140 2) 150 3) _____ 4) _____ 5) _____

To the Honorable Board of Adjustment:

Owner of Property (per Warranty Deed): Cedar Forest LLC

Applicant: Santos Martinez

Telephone: 214-684-2775

Mailing Address: 2489 Camino Plata Loop NE, Rio Rancho, NM

Zip Code: 87144

E-mail Address: santos@lasierrapg.com

Represented by: Santos Martinez

Telephone: 214-684-2775

Mailing Address: 2489 Camino Plata Loop NE, Rio Rancho, NM

Zip Code: 87144

E-mail Address: santos@lasierrapg.com

Affirm that an appeal has been made for a Variance or Special Exception of _____

Reinstatement of non-conforming use _____

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to Grant the described appeal for the following reason:

Please see attached letter.

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared Santos Martinez

(Affiant/Applicant's name printed)

who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property

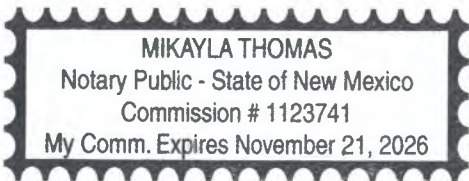
Respectfully submitted: _____

(Affiant/Applicant's signature)

Subscribed and sworn to before me this

8th day of November, 2024

Notary Public in and for Dallas County, Texas
New Mexico Sandoval



**MEMORANDUM OF
ACTION TAKEN BY THE
BOARD OF ADJUSTMENT**

Date of Hearing _____

Appeal was--Granted OR Denied

Remarks _____

Chairman

Building Official's Report

I hereby certify that Santos Martinez

did submit a request to (1) a special exception to restore a nonconforming use
at 1711 Botham Jean Blvd

BDA245-020(CJ) Application of Santos Martinez to (1) restore a nonconforming use at 1711 BOTHAM JEAN BOULEVARD. This property is more fully described as Block 1/1089, Lot 9A, and is zoned PD-317 (Subdistrict 3), which limits the legal uses in a zoning district. The applicant proposes to restore a nonconforming alcoholic beverage establishment use, which will require (1) a special exception to the nonconforming use regulations.

Sincerely,


M. Samuell Eskander, PE


CITY OF DALLAS
AFFIDAVIT

Appeal number: BDA 245-020

I, Cedar Forest LLC, Owner of the subject property
(Owner or "Grantee" of property as it appears on the Warranty Deed)

at: 1711 Botham Jean Blvd
(Address of property as stated on application)

Authorize: Santos Martinez
(Applicant's name as stated on application)

To pursue an appeal to the City of Dallas Zoning Board of Adjustment for the following request(s)

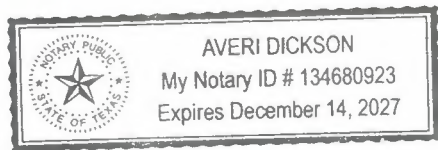
- Variance (specify below)
- Special Exception (specify below)
- Other Appeal (specify below)

Specify: Reinstatement of non-conforming use

Wilson Roe [Signature]
Print name of property owner or registered agent Signature of property owner or registered agent
agent Date 11-11-24

Before me, the undersigned, on this day personally appeared Wilson Roe

Who on his/her oath certifies that the above statements are true and correct to his/her best knowledge. Subscribed and sworn to before me this 11th day of November, 2024



[Signature]
Notary Public for Dallas County, Texas

Commission expires on 12/14/2027



CITY OF DALLAS

AFFIDAVIT

Appeal number: BDA 245-020

I, Cedar Forest LLC, Owner of the subject property
(Owner or "Grantee" of property as it appears on the Warranty Deed)

at: 1711 Botham Jean Blvd
(Address of property as stated on application)

Authorize: Santos Martinez
(Applicant's name as stated on application)

To pursue an appeal to the City of Dallas Zoning Board of Adjustment for the following request(s)

- Variance (specify below)
- Special Exception (specify below)
- Other Appeal (specify below)

Specify: Reinstatement of non-conforming use

Wilson Roe

Print name of property owner or registered agent

Signature of property owner or registered agent

agent Date 11-11-24

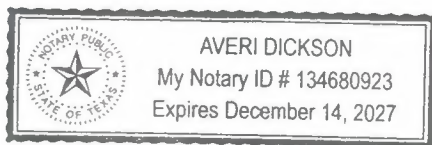
Before me, the undersigned, on this day personally appeared

Wilson Roe

Who on his/her oath certifies that the above statements are true and correct to his/her best

knowledge. Subscribed and sworn to before me this 11th day of

NOVEMBER, 2024



Notary Public for Dallas County, Texas

Commission expires on 12/14/2027



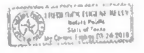
ORIGINAL
S 078-200 13

FILED AND RECORDED
OFFICE OF PUBLIC RECORDS
Dallas County, Texas
Dallas County, Texas
Dallas County, Texas
Dallas County, Texas

CERTIFICATE OF APPROVAL
Subdivision Administrator of
the City of Dallas, Texas, hereby certifies
that the attached plat and duly filed for approval
as an Administrative Plat with the Subdivision
Commissioner of the City of Dallas on the 19th
day of October, A.D. 1988, and same
was duly approved on the 19th day of
October, A.D. 1988, by said Administrator.

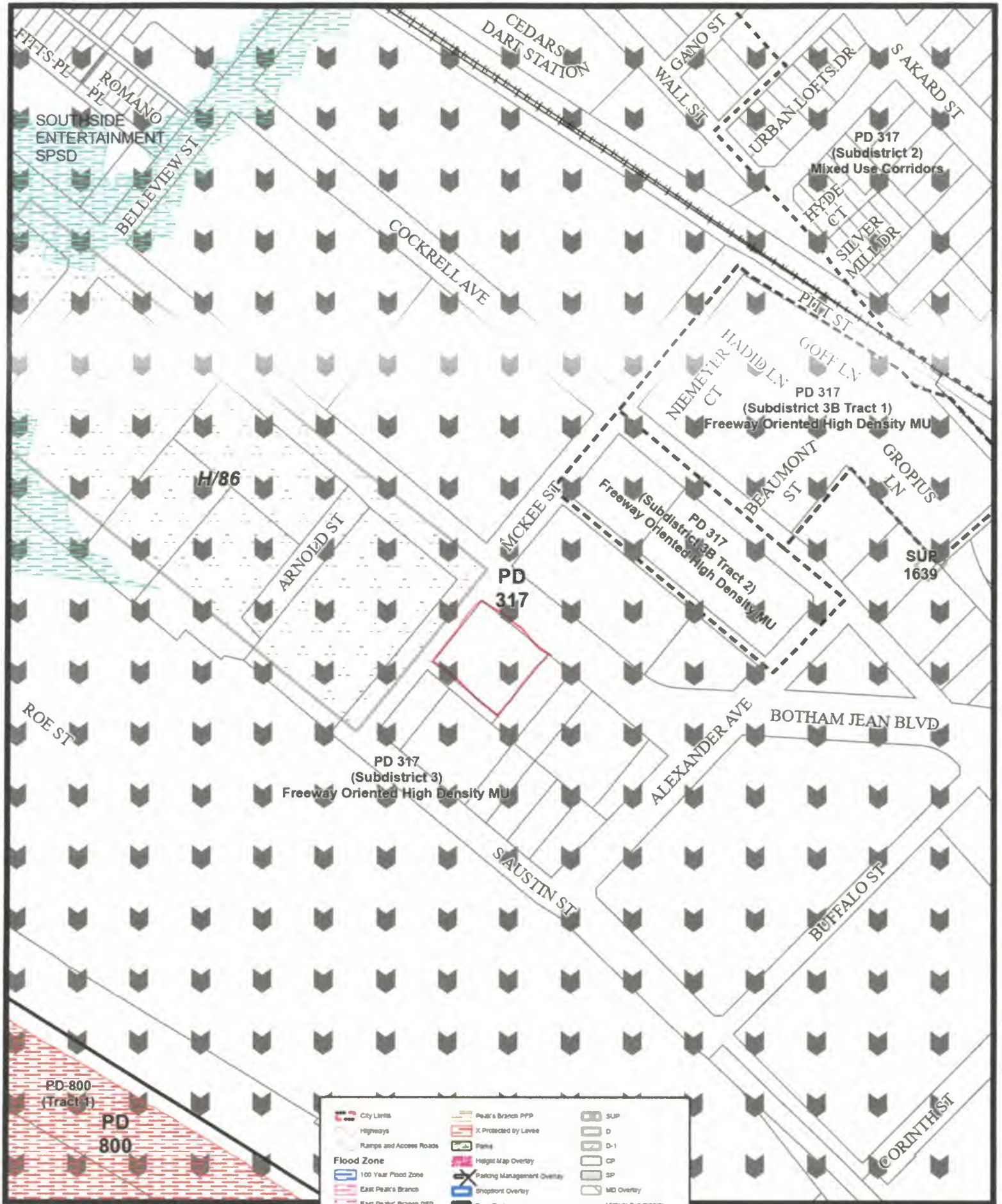
Robert Nelson
Subdivision Administrator

Attest:
Richard D. Kelly
History Public



ORIGINAL

ORIGINAL
S 078-200



1:2,600

Flood Zone		



November 8, 2024

Kameka Miller-Hoskins, Ph.D
Chief Planner
City of Dallas, Board of Adjustment
1500 Marilla, 5CN
Dallas, TX 75201

Dear PhD Miller-Hoskins,

The property owner seeks to reinstate nonconforming rights for an alcoholic beverage establishment at 1711 Botham Jean. There has been no clear intention of abandoning this use since the original tenant ceased operation during COVID. The property owner has entered into at least three leases for tenants to operate an alcoholic beverage establishment at this address since 2020. Copies of the executed leases are listed and enclosed as attachments.

The first certificate of occupancy for an alcoholic beverage establishment was obtained on August 5, 2015 for "Industry Alley". This was in conjunction with a remodel permit to create the finish out for this space. This tenant operated this establishment until they suffered an illness. An amended lease demonstrates the tenants request to change management in order to maintain the establishment (Exhibit A). This was coupled with a new certificate of occupancy for an alcoholic beverage establishment on March 2, 2020. This effort was ultimately unsuccessful as alcoholic beverage establishments were ordered to close by a public health order for COVID two weeks later.

A new lease was secured for a tenant to operate this establishment in December of 2020 (Exhibit B). The new tenant attempted to obtain a new certificate of occupancy for an alcoholic beverage establishment in 2021. This attempt was also unsuccessful and their application was cancelled.

Another lease was executed with a new tenant in June 2022 (Exhibit C). It was amended in 2023 to accommodate a name change (Exhibit D). This tenant began the process to secure a TABC license (Exhibit E) but was unsuccessful in obtaining a new certificate of occupancy.

A new application for a certificate of occupancy was submitted in October of 2024. This request is for an alcoholic beverage establishment.

This use has not been enlarged or diminished in floor area since it became nonconforming in February of 2021. All permit records and certificate of occupancy applications consistently list the floor area as 2113 square feet.



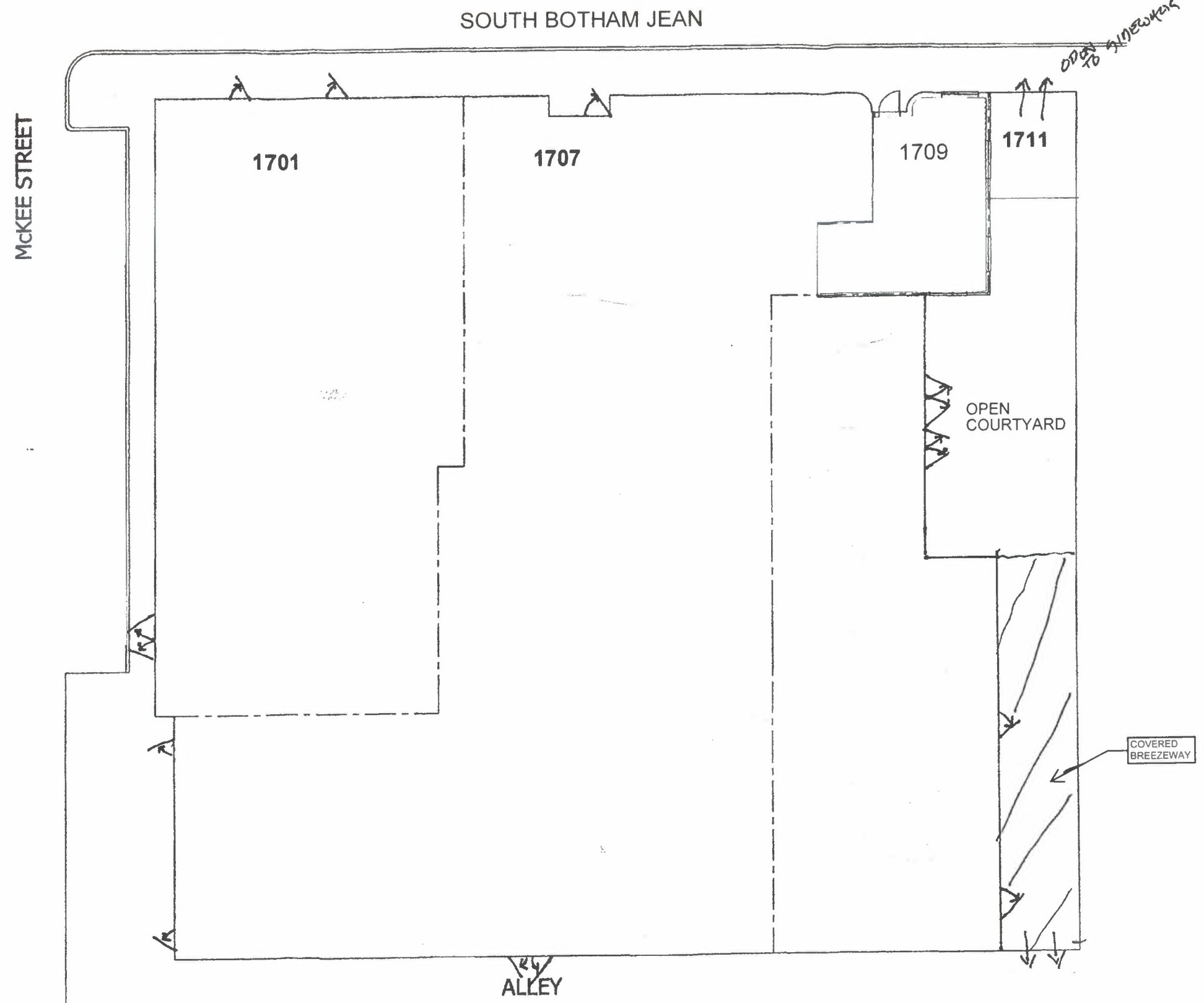
By entering into lease agreements for tenants to operate an alcoholic beverage establishment at this address, there is a clear intention to maintain the operation of this use. At no point has the property owner sought to remodel the space for a different use. No other applications for other uses have ever been submitted for this space since it began operations as an alcoholic beverage establishment.

The actions described in this letter demonstrate that there was never any intention to abandon this use.

Sincerely,

A handwritten signature in black ink, appearing to read "Santos T. Martinez", is written over a light gray horizontal line.

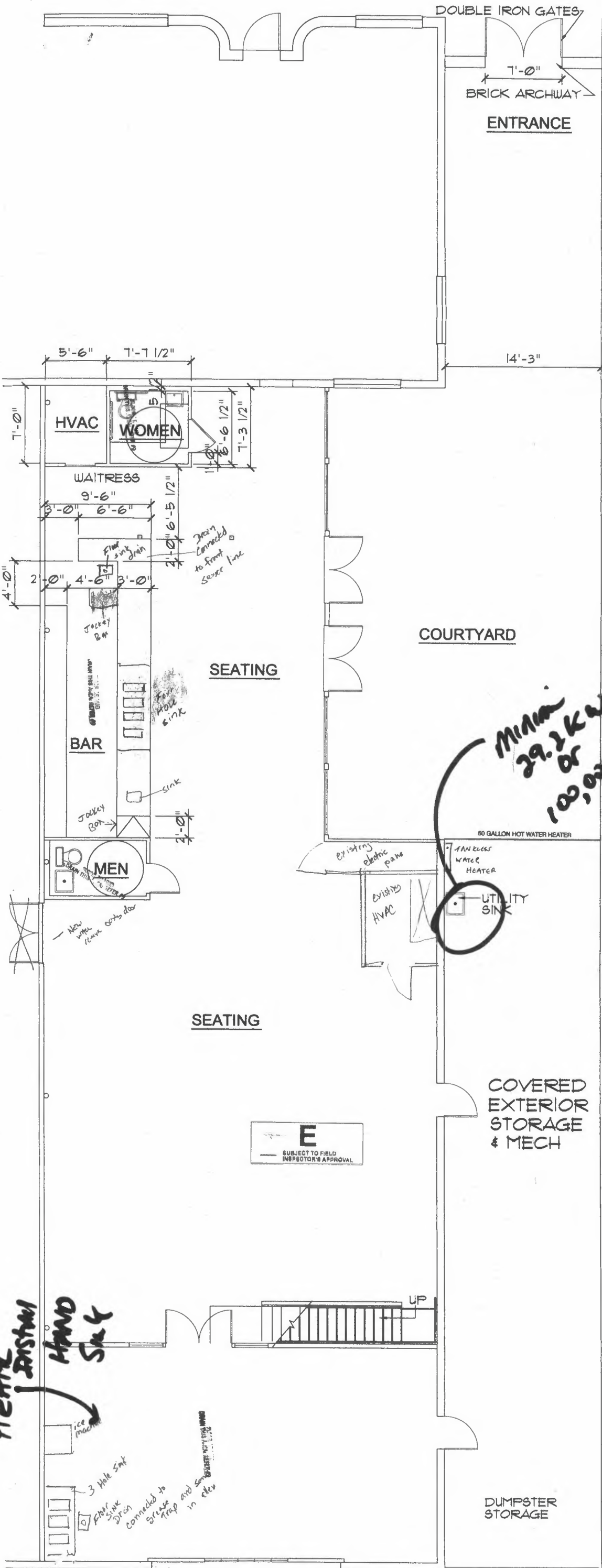
Santos T. Martinez
Authorized representative



© Proprietary business of Crystal Beach Group, LLC
 NOT TO BE COPIED, REPRODUCED OR
 TRANSMITTED IN ANY FORM OR BY ANY MEANS
 WITHOUT WRITTEN PERMISSION.

01 $\frac{1}{8"} = 1'-0"$

SITE PLAN



"Environmental Area" shall be defined to cover food processing and service areas. Utensil washing areas, waitress stations, and/or bart. Requirements are as follows:

1. No exposed overhead utility piping except sprinkler heads.
2. Floors shall be sealed concrete, ceramic tile or other approved impervious material graded to a floor drain.
3. Walls up to 8 feet minimum height shall be covered with an impervious and rigid material, minimum being fiberglass reinforced polyester, or finished and painted a light color enamel.
4. Approved cove base at floor-wall junction shall be provided and shall be tight fitting.
5. Ceilings are required in all Environmental Areas. (See Stamp) They should be smooth easily cleanable surface, light in color or may be in lay in type metal grid acoustical tile. Painted ceilings should have little or no texturing on the surface.
6. All building, utility, and service window entrances to be insect and rodent proof with automatic closures.
7. All lights shall be shielded in work areas and provide 50 foot candles at work surfaces.
8. All lighting shall extend floor up behind all beverage dispensers, ice machines, or bag in box systems to reach 18 inches above highest work surface.

1. Hand sinks shall be in all food and dish handling areas within 25 linear feet with no obstructions. Metered faucets are not allowed.
2. At least a three-compartment stainless steel sink with drain board for manual washing is required, or a NSF approved commercial dishwasher.
3. All equipment for food handling shall be fabricated for durability and meet or exceed N.S.F. standards.
4. Any wood surface not used for food handling shall be covered with plastic laminate.
5. Separate storage cabinets shall be provided for non-food items.
6. Stainless steel sink minimum 14" deep or curb cleaning facility shall be provided with a minimum 6" curb. Wrap with FRP.
7. All mounted equipment shall have a minimum two-inch spacing or be spaced to wall.

- Walk-in coolers, floors, walls, and ceilings must be constructed of nonabsorbent material. Wood surfaces are not permitted. Drains must be located outside of coolers in accordance with the plumbing code.
1. Floor drains required at this area.
 2. All equipment must be hard plumbed to a sanitary sewer.
 3. Head of kitchen equipment that is less than 18" from ceiling or wall.
 4. Walk-in coverage area to be FRP or better floor up to 18" above top and sides of highest equipment.
 5. Floor-mounted equipment must be on six-inch high "bullet" legs, rollers, seated to the floor or on a smooth concrete or masonry platform. Space must be provided between walls, fixtures and other equipment to permit free access for cleaning. Gaps between equipment must be sealed.
 6. Exposed wood or particleboard is not permitted in food preparation areas, utensil washing areas or walk-in refrigerators.

7. Formica and similar plastic laminates may be used on shaving, serving counters and other fixtures not subject to soiling or splash. FRP must be applied to meet all other required standards. Use of plastic laminate on fixtures in areas subject to moisture, splash, grease, or frequent soiling is not allowed. Properly constructed easily cleanable equipment with stainless steel work surface is indicated in such areas.
8. For grease traps located inside the food establishment the lid shall be flush with the floor or the trap shall be located outside of the building.
9. Drains shall be provided as required or designated.
10. Condensate or drip lines shall have a minimum one inch gap to the drain receptacle.
11. Fire protection systems shall be covered or placed outside food handling areas.
12. Mechanically ventilate to the outside all rooms from which offensive odors, vapors, or fumes originate.

FLOOR PLAN

1/4" = 1'-0"

SUBJECT TO FIELD INSPECTOR'S APPROVAL
Plumbing

- RESTROOM**
1. Walls to 4 feet minimum height shall be covered with an impervious and rigid material, such as fiberglass reinforced polyester or better, light in color.
 2. Doors shall have automatic closures.
 3. Single mix faucets with hot and cold water shall be provided.
 4. Exhaust fans shall be provided.
 5. Floors shall be sealed concrete, ceramic tile or other approved impervious material.

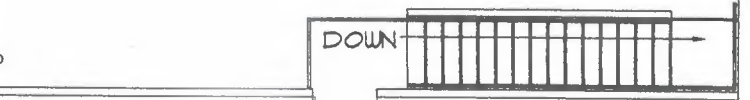
These electrical plans have been reviewed by the Building Inspection Division and are approved for the start of construction. The installation shall comply with 2011 NEC & Chapter 58 of the city code. Any deviation from these plans shall be approved by the building official. Date: 7/15/15. This approval does not admit to a violation of any city ordinance or state law.

E
SUBJECT TO FIELD INSPECTOR'S APPROVAL
ELECTRICAL ROUGH INSPECTION REQUIRED BEFORE COVERING.

PROVIDE FIELD INSPECTOR WITH LOAD CALCULATIONS
APPROVAL BASED UPON COMPLIANCE WITH ALL COMMENTS AND STAMPS, AND FIELD INSPECTIONS APPROVAL

REFERENCE ARTICLE 210.8 (B) FOR GFCI PROTECTION

REF. 2011 NEC Articles: 408.4, 250



An approved set of plans shall remain on construction site until work inspected and permit granted by the health authority.

UPPER LEVEL

CITY OF DALLAS
Sustainable Development & Construction Department
SUBJECT TO INSPECTION AND APPROVAL
By: [Signature] Date: 7/15/15
Approval of plans and/or specifications shall not be construed to sanction any violation of code.

BDA 245-020



November 8, 2024

Kameka Miller-Hoskins, Ph.D
Chief Planner
City of Dallas, Board of Adjustment
1500 Marilla, 5CN
Dallas, TX 75201

Dear PhD Miller-Hoskins,

The property owner seeks to reinstate nonconforming rights for an alcoholic beverage establishment at 1711 Botham Jean. There has been no clear intention of abandoning this use since the original tenant ceased operation during COVID. The property owner has entered into at least three leases for tenants to operate an alcoholic beverage establishment at this address since 2020. Copies of the executed leases are listed and enclosed as attachments.

The first certificate of occupancy for an alcoholic beverage establishment was obtained on August 5, 2015 for "Industry Alley". This was in conjunction with a remodel permit to create the finish out for this space. This tenant operated this establishment until they suffered an illness. An amended lease demonstrates the tenants request to change management in order to maintain the establishment (Exhibit A). This was coupled with a new certificate of occupancy for an alcoholic beverage establishment on March 2, 2020. This effort was ultimately unsuccessful as alcoholic beverage establishments were ordered to close by a public health order for COVID two weeks later.

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A new application for a certificate of occupancy was submitted in October of 2024. This request is for an alcoholic beverage establishment.

This use has not been enlarged or diminished in floor area since it became nonconforming in February of 2021. All permit records and certificate of occupancy applications consistently list the floor area as 2113 square feet.



By entering into lease agreements for tenants to operate an alcoholic beverage establishment at this address, there is a clear intention to maintain the operation of this use. At no point has the property owner sought to remodel the space for a different use. No other applications for other uses have ever been submitted for this space since it began operations as an alcoholic beverage establishment.

The actions described in this letter demonstrate that there was never any intention to abandon this use.

Sincerely,

A handwritten signature in black ink, appearing to read "Santos T. Martinez", is written over a light gray horizontal line.

Santos T. Martinez
Authorized representative

LEASE AGREEMENT

The State of Texas, County of Dallas

THIS LEASE AGREEMENT ("Agreement" or "Lease") is made and entered into and effective the 1st day of December, 2019, regardless of when actually executed by the parties hereto, by and between Company One Partners LLC located at 6814 Hammond Avenue, Dallas, Texas 75223 (hereinafter called "Lessor"), and IA Hospitality, LLC, DBA: Industry Alley Bar, located at 1711 South Lamar St. Dallas, Texas 75215, Jebadiah Thames located at 9687 FM 1651 Canton, Texas 75103, (hereinafter collectively called "Lessee").

WITNESSETH, that the said Lessor does by these presents Lease unto the said Lessee, and Lessee does hereby lease from Lessor, on all of the terms and conditions in this Agreement, the following described property, lying and being in the City of Dallas and County of Dallas, State of Texas, and being more particularly described as follows:


1711 South Lamar Street, Block 1/1089 of Roe Addition, [REDACTED]

1) The term of this Lease is for two (2) years beginning December 1, 2019 and ending November 30, 2021. Lessee may use the Leased Premises for a restaurant and/or bar, but for no other purpose.

2) The monthly rent payments shall be as follows:

[REDACTED]

3) [REDACTED]

- 4) Lessee shall be responsible for the direct payment of all utilities on a monthly basis for the full term of the lease; such obligation shall survive the expiration or termination of this Lease.
- 5) Lessor shall pay all ad valorem and any other taxes assessed against the Leased Premises, and the Lessor owned equipment, furnishings and fixtures as listed on the attached Lessor Owned Inventory, with respect to all tax periods during the term of the lease and Lessee agrees to reimburse Lessor for the same on or before the date taxes are due and payable by Lessor; such obligation shall survive the expiration or termination of this Lease. The tax payments are due on January 31st of each year. Estimated tax payments may also be paid monthly to Lessor should Lessee prefer.
- 6) Lessor shall keep in force and pay the premiums for casualty insurance on the Leased Premises during the term of the Lease, in form and amounts as Lessor deems appropriate in Lessor's discretion, and Lessee agrees to reimburse Lessor for such premiums on or before the dates such premiums are due and payable by Lessor; such obligation shall survive the expiration or termination of this Lease. Estimated reimbursement payments may also be paid monthly to Lessor should Lessee prefer.
- 7) 
- 8) All modifications to the existing buildings and changes of any type to the Leased Premises shall require the review and prior written consent of the Lessor, which may be withheld in Lessor's sole discretion.
- 9) Lessee shall have the responsibility for all maintenance and repairs to the Leased Premises (including but not limited to interior and exterior walls, ceiling, roof, floors, doors, windows, HVAC, electrical, plumbing, other mechanical and utility equipment and systems; and the Lessor owned equipment, furnishings and fixtures as listed on the attached Lessor Owned Inventory). As used herein, the term "repairs" shall mean all maintenance, repairs, replacements, alterations, additions and betterments, foreseen or unforeseen, ordinary or extraordinary, reasonably required to maintain the Leased Premises to the condition they were in on the effective date of this Lease.
- 10) Lessee shall secure from a good and responsible company or companies doing insurance business in the State of Texas, Commercial General Liability insurance and Liquor Liability insurance (including personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability, with a cross liability clause and a severability of interests clause to cover Lessee's indemnities set forth herein, and products and completed operations liability), both in limits not less than \$1,000,000.00 inclusive per occurrence and naming Lessor as an additional insured, and Worker's Compensation and Employer's

Liability insurance, with a waiver of subrogation endorsement, in form and amount as required by applicable law. Such insurance coverage shall be maintained in force and effect during the lease term and Lessee shall furnish Lessor with an original and current certificate of insurance evidencing such coverage.

- 11) The Lessee shall not assign or sublet the Leased Premises to another party without the prior written consent of the Lessor, which may be withheld in Lessor's sole discretion. Consolidation or merger by Lessee with another entity, or change of control of Lessee, or attempted transfer of any interest herein to an affiliate or subsidiary of Lessee shall constitute a prohibited assignment or subletting under this lease, unless Lessee shall have secured Lessor's prior written consent to same.
- 12) Lessor shall provide to the City of Dallas the parking agreement required by the city, on the terms that applied as of the effective date of this Lease, for the Leased Premises for the term of the lease.
- 13) At the termination of the Lease, Lessee shall deliver up the Leased Premises, including the Lessor owned equipment, furnishing and fixtures in the order and condition received with the exception of reasonable wear and tear. All improvements to the Leased Premises put in at the expense of Lessee and all trade fixtures put in at the expense of Lessee shall be the property of the Lessor and shall remain upon the property and be surrendered with the Leased Premises as a part thereof at the termination of this lease. Any personal property of Lessee not removed shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor may determine in its sole discretion.
- 14) Lessor shall not be liable to Lessee, or any of its agents, employees, servants, contractors or invitees, for any damage to persons or property due to the condition, state of repair, or any defect of the Leased Premises which may exist or subsequently occur, and Lessee, with respect to itself and its agents, employees, servants, contractors and invitees, hereby expressly assumes all risk and damage to persons and property, either proximate or remote, by reason of the present or future condition of the Leased Premises or the improvements thereon. LESSEE AGREES THAT IT WILL INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS, of, from and against all suits, claims, and actions of every kind by reason of any breach, violation or nonperformance of any covenant or condition on the part of the Lessee hereunder. Additionally, LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS, of, from and against all claims, actions, damages, liabilities, and expenses asserted against the Lessor on account of injuries to person or damage to property, when and to the extent that any such damage or injury may be caused, either proximate or remote, wholly or in part, by any act or omission, whether negligent or not, of Lessee or any of its agents, employees, servants, contractors or invitees (while such invitees are on the Leased Premises) or of any other person entering upon the Leased Premises with or without the express or implied invitation of Lessee, or if any such injury or damage may in any way arise from or out of the occupancy or use of the Leased Premises by Lessee, its agents, employees, servants,

contractors and invitees and any other persons; THE PROVISIONS OF THIS SENTENCE SHALL APPLY EVEN IF THE APPLICABLE CLAIM, ACTION, DAMAGE, LIABILITY OR EXPENSE ARISES FROM OR IS ATTRIBUTED TO THE NEGLIGENCE OF LESSOR. The provisions of this paragraph for the benefit of the Lessor shall also apply to, and be for the benefit of, the owners, members, officers, employees and agents of Lessor. The provisions of this paragraph shall survive the expiration or termination of this Lease.

- 15) As of the effective date, Lessee accepts the Leased Premises in its "AS IS" CONDITION WITH ALL FAULTS, including but not limited to the title and usability thereof, and assumes all risk, if any, resulting from any latent or patent defects or from the failure of the Leased Premises to comply with any legal requirements. Lessee acknowledges that Lessor has made no representations, covenants or warranties as to the physical condition of the Leased Premises, the availability or capacity of utilities, or the ability to conduct Lessee's business in the Leased Premises.
- 16) Lessee shall keep the Leased Premises and Lessor's interest therein free from any liens arising from any work performed, materials furnished, or obligations incurred by or on behalf of Lessee. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished to Lessee. Within thirty (30) days after the filing of any such lien, Lessee shall discharge and cancel such lien of record. If Lessee fails to so discharge such lien within thirty (30) days after written demand from Lessor, Lessor shall have the right, at Lessor's option, to pay the full amount of such lien without inquiry into the validity thereof, and Lessee shall reimburse Lessor upon demand for all amounts so paid by Lessor, plus any expenses and attorneys' fees incurred related thereto.
- 17) If the Leased Premises or any substantial portion thereof is damaged or destroyed by any casualty to the extent that, in Lessor's sole judgment, the repair of such damage or destruction would not be economically feasible or would require more than one hundred eighty (180) days after the date of such damage or destruction, or if the proceeds from Lessor's applicable insurance remaining after any required payment to any mortgagee are insufficient to repair such damage or destruction, Lessor shall have the right, in Lessor's sole discretion, to terminate this Lease by giving Lessee notice of such termination within sixty (60) days after the date of such damage or destruction. If the Leased Premises or any substantial portion thereof is taken by eminent domain (or by any conveyance in lieu thereof) to the extent that, in Lessor's sole judgment, the reconstruction of the remaining Leased Premises after the taking would not be economically feasible or would require more than one hundred eighty (180) days after the date of such taking, or if the proceeds from the taking remaining after any required payment to any mortgagee are insufficient for such reconstruction, Lessor shall have the right, in Lessor's sole discretion, to terminate this Lease by giving Lessee notice of such termination within sixty (60) days after the date of such taking.

18) All notices provided to be given under this agreement shall be in writing and shall be delivered (and shall be effective upon such delivery) in person or by certified mail or registered mail, or email, addressed to the proper party, at the following address (or such other address subsequently provided to the other party by notice hereunder):

LESSOR: Company One Partners LLC
Attention: Wilson Roe



LESSEE: IA Hospitality, LLC
DBA: Industry Alley Bar
Jebadiah Thames



- 19) This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- 20) This Agreement constitutes the sole and exclusive agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- 21) No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- 22) All agreements and covenants contained herein shall be binding upon the respective heirs, personal representatives and successors and permitted assigns of the parties hereto.
- 23) Joint and Several Liability. If the Lessee includes more than one individual and/or entity, each such individual or entity shall have full joint and several liability to pay Rent and to perform all other obligations hereunder, and Lessor may in its sole discretion bring suit against, settle with, or release any one or more of such individuals or entities, without impairing Lessor's rights to enforce such obligations against any other such individuals or entities.
- 24) Time is of the essence under this Lease. Every agreement contained in this Lease is, and shall be construed as, a separate and independent agreement. If any provision of

this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable, the remaining agreements contained in this Lease shall not be affected. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. All words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

25) Defaults and Remedies.

25.1) The occurrence of any one or more of the following events shall constitute an "Event of Default" (herein so called) of Lessee under this Lease: (a) if Lessee fails to pay any Rent hereunder as and when such Rent becomes due and such failure shall continue for more than five (5) days after Lessor gives Lessee written notice of past due Rent; (b) if Lessee fails to pay any Rent when due more than twice in any period of twelve (12) months; (c) if the Leased Premises become vacant, deserted, or abandoned for more than thirty (30) consecutive days; (d) if Lessee dissolves its business; (e) if any petition is filed by or against Lessee or any guarantor of this Lease under any present or future section or chapter of the Bankruptcy Code, or under any similar law or statute of the United States or any state thereof (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated within sixty (60) days of commencement), or if any order for relief shall be entered against Lessee or any guarantor of this Lease in any such proceedings; (f) if Lessee or any guarantor of this Lease becomes insolvent or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors; (g) if a receiver, custodian, or trustee is appointed for the Leased Premises or for all or substantially all of the assets of Lessee or of any guarantor of this Lease, which appointment is not vacated within sixty (60) days following the date of such appointment; (h) if Lessee fails to perform or observe any other provision of this Lease and such failure shall continue for more than thirty (30) days after Lessor gives Lessee notice of such failure, or, if such failure cannot be corrected within such thirty (30) day period, if Lessee does not commence to correct such default within said thirty (30) day period and thereafter diligently prosecute the correction of same to completion within a reasonable time (not to exceed an additional thirty (30) days); or (i) if Lessee fails to perform or observe the same provision of this Lease (other than payment of Rent) when due more than twice in any period of twelve (12) months.

25.2) Upon the occurrence of any Event of Default, Lessor shall have the right, at Lessor's option, to do any one or more of the following remedies without further notice or demand to Lessee:

(a) terminate this Lease, in which case Lessor shall have the immediate right, without any additional notice or demand, to enter upon and take possession of the Leased Premises and to expel or remove Lessee and its effects and change the locks without being liable for prosecution or any claim for damages therefor; and Lessee shall, and hereby agrees to, indemnify Lessor for all loss and damage which Lessor

suffers by reason of such termination, including damages in an amount equal to the total of (1) the costs of recovering the Leased Premises, reasonable attorneys' fees, and all other expenses incurred by Lessor in connection with Lessee's default; (2) the unpaid Rent earned as of the date of termination, plus interest at the applicable interest rate; (3) the total Rent which Lessor would have received under this Lease for the remainder of the term, but discounted to the then present value at a rate of six percent (6%) per annum, minus the fair market rental value for the balance of the term, determined as of the time of such default, discounted to the then present value at a rate of six percent (6%) per annum; and (4) all other sums of money and damages owing by Lessee to Lessor, all of the foregoing are plus interest, at the applicable interest rate; or

(b) enter upon and take possession of the Leased Premises without terminating this Lease and without being liable to prosecution or any claim for damages therefor, and, if Lessor elects, relet the Leased Premises on such terms as Lessor deems advisable. If Lessor elects to relet the Leased Premises, rent received by Lessor from such reletting shall be applied first, to the payment of any indebtedness other than Rent due hereunder from Lessee to Lessor (in such order as Lessor shall designate), second, to the payment of any cost of such reletting, including, without limitation, demolition, refurbishing and remodeling costs, rent concessions, removal of Lessee's property, reasonable attorneys' fees, advertising costs, brokerage fees and leasing commissions and third, to the payment of Rent due and unpaid hereunder (in such order as Lessor shall designate), and Lessee shall satisfy and pay to Lessor any deficiency upon demand therefor from time to time; provided, however, that Lessee shall not be entitled to any excess payments received by Lessor from such reletting. Lessor's failure to relet the Leased Premises shall not release or affect Lessee's liability for Rent or for damages; or

(c) enter the Leased Premises without terminating this Lease and without being liable for prosecution or any claim for damages therefor and enter upon the Leased Premises and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any costs or expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease (with interest to accrue on such amounts at the applicable interest rate from the date of demand until paid), and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action, WHETHER CAUSED BY THE NEGLIGENCE OF LESSOR OR OTHERWISE. Lessee shall reimburse Lessor immediately upon demand for any losses, costs or expenses which Lessor incurs in thus effecting Lessee's compliance under this Lease, with interest to accrue on such amounts at the applicable interest rate from the date of demand until paid, and Lessor shall not be liable to Lessee for any damages with respect thereto.

25.3) No agreement to accept a surrender of the Leased Premises and no act or omission by Lessor or Lessor's agents during the term of this Lease shall constitute an acceptance or surrender of the Leased Premises unless made in writing and signed by Lessor. No re-entry or taking possession of the Leased Premises by Lessor shall

constitute an election by Lessor to terminate this Lease unless a written notice of such intention is given to Lessee. No provision of this Lease shall be construed as an obligation upon Lessor to mitigate Lessor's damages under this Lease.

25.4) No repossession of or re-entering upon the Leased Premises or any part thereof pursuant to Section 25.2 above or otherwise and no reletting of the Leased Premises or any part thereof pursuant to said Section 25.2 shall relieve Lessee or any guarantor of its liabilities and obligations hereunder, all of which shall survive such repossession or re-entering. In the event of any such repossession of or re-entering upon the Leased Premises or any part thereof by reason of the occurrence of a default, Lessee will continue to pay to Lessor the Rent required to be paid by Lessee.

25.5) No provision of this Lease shall be deemed to have been waived by Lessor unless such waiver is in writing and signed by Lessor. Lessor's acceptance of Rent following an Event of Default hereunder shall not be construed as a waiver of such Event of Default. No custom or practice which may grow up between the parties in connection with the terms of this Lease shall be construed to waive or lessen Lessor's right to insist upon strict performance of the terms of this Lease, without a written notice thereof to Lessee from Lessor.

25.6) No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy set forth herein or otherwise available to Lessor at law or in equity, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. The exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies or constitute a forfeiture or waiver of Rent or damages accruing to Lessor by reason of any Event of Default under this Lease. In addition to the other remedies provided in this Lease and without limiting the preceding sentence, Lessor shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Lessor at law or in equity.

25.7) Lessee is granted no contractual right of termination by this Lease. The liability of Lessor to Lessee for any breach or default under this Lease shall be limited to the interest of Lessor in the Leased Premises as the same may then be encumbered, and Lessor (and the owners, members, officers, employees and agents of Lessor) shall not be personally liable for any deficiency. In no event shall Lessor be liable to Lessee for consequential, special or punitive damages by reason of a failure to perform (or a default) by Lessor hereunder or otherwise. In no event shall Lessee have the right to levy execution against any property of Lessor other than its interest in the Leased Premises as hereinbefore expressly provided.

26) Lessor shall have the right at any time during the term of this Lease to subject its interest in the Leased Premises and/or this Lease to any one or more mortgages

("Mortgage") and to renew, modify, consolidate, replace, extend and/or refinance any such Mortgage. Lessor shall be entitled to all of the proceeds from any such Mortgage. This Lease shall at all times be subordinate to any such Mortgage. The foregoing provisions shall be self-operative and no further instrument of subordination shall be required. If Lessor or a holder of a Mortgage ("Mortgage") desires confirmation of such subordination, Lessee shall promptly execute and deliver, within ten (10) days after written request therefor, without charge, any subordination agreement on Lessor's or Mortgagee's standard form, including but not limited to provisions therein regarding attornment and non-disturbance.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute the Agreement as of the day and year first above written.

LESSOR:
Company One Partners LLC

By: MR
Wilson Roc, Manager
Date: 6 Dec 2019

LESSEE:
IA Hospitality
DBA: Industry Alley Bar

By: Jebadiah Thames
Jebadiah Thames
Date: 12-6-19

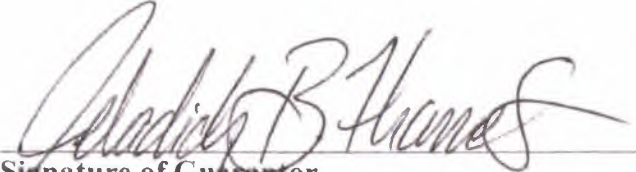
Attachments: Depiction of Leased Premises
Lessor Owned Inventory

The undersigned agrees that if Landlord shall employ an attorney to present, enforce or defend all of Landlord's rights or remedies hereunder, the undersigned shall pay any reasonable attorneys' fees incurred by Landlord in such connection.

This agreement shall be binding upon the undersigned and the heirs, legal representatives, successors and assigns (as applicable) of the undersigned, and shall inure to the benefit of Landlord and Landlord's successors and assigns.

EXECUTED this 6 day of December, 2019, to be effective the same day as the effective date of the Lease.

GUARANTOR(S):


Signature of Guarantor

Printed Name and Address:

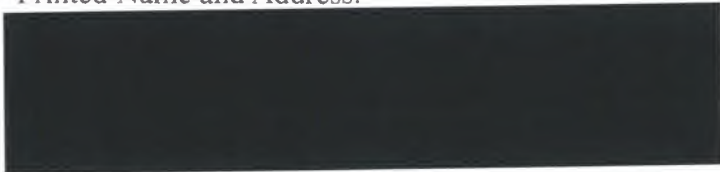




EXHIBIT B

LEASE AGREEMENT


The State of Texas, County of Dallas

THIS LEASE AGREEMENT ("Agreement" or "Lease") is made and entered into and effective the 1st day of December, 2020, regardless of when actually executed by the parties hereto, by and between Company One Partners LLC located at 6814 Hammond Avenue, Dallas, Texas 75223 (hereinafter called "Lessor"), and Black J.E.W. Enterprises, LLC, DBA: KOMMISSION, located at 1711 South Lamar St. Dallas, Texas 75215, Michael Sims, Christopher Lauth located at 952 Springtown Forney , Texas 75126, (hereinafter collectively called "Lessee").


WITNESSETH, that the said Lessor does by these presents Lease unto the said Lessee, and Lessee does hereby lease from Lessor, on all of the terms and conditions in this Agreement, the following described property, lying and being in the City of Dallas and County of Dallas, State of Texas, and being more particularly described as follows:

1711 South Lamar Street, Block 1/1089 of Roe Addition, 


1) The term of this Lease is for five (5) years beginning December 1, 2020 and ending November 30, 2025. Lessee may use the Leased Premises for a restaurant and/or bar, but for no other purpose.

2) The monthly rent payments shall be as follows:


3) 

- 4) Lessee shall be responsible for the direct payment of all utilities on a monthly basis for the full term of the lease; such obligation shall survive the expiration or termination of this Lease. Lessee shall pay \$250 per cleaning, for cleaning and trash pickup in the dumpster area if trash does not make it into the dumpster.
- 5) Lessor shall pay all ad valorem and any other taxes assessed against the Leased Premises, and the Lessor owned equipment, furnishings and fixtures as listed on the attached Lessor Owned Inventory, with respect to all tax periods during the term of the lease and Lessee agrees to reimburse Lessor for the same on or before the date taxes are due and payable by Lessor; such obligation shall survive the expiration or termination of this Lease. The tax payments are due on January 31st of each year. Estimated tax payments may also be paid monthly to Lessor should Lessee prefer.
- 6) Lessor shall keep in force and pay the premiums for casualty insurance on the Leased Premises during the term of the Lease, in form and amounts as Lessor deems appropriate in Lessor's discretion, and Lessee agrees to reimburse Lessor for such premiums on or before the dates such premiums are due and payable by Lessor; such obligation shall survive the expiration or termination of this Lease. Estimated reimbursement payments may also be paid monthly to Lessor should Lessee prefer.
- 7) 
- 8) All modifications to the existing buildings and changes of any type to the Leased Premises shall require the review and prior written consent of the Lessor, which may be withheld in Lessor's sole discretion.
- 9) Lessee shall have the responsibility for all maintenance and repairs to the Leased Premises (including but not limited to interior and exterior walls, ceiling, roof, floors, doors, windows, HVAC, electrical, plumbing, other mechanical and utility equipment and systems; and the Lessor owned equipment, furnishings and fixtures as listed on the attached Lessor Owned Inventory). As used herein, the term "repairs" shall mean all maintenance, repairs, replacements, alterations, additions and betterments, foreseen or unforeseen, ordinary or extraordinary, reasonably required to maintain the Leased Premises to the condition they were in on the effective date of this Lease.
- 10) Lessee shall secure from a good and responsible company or companies doing insurance business in the State of Texas. Commercial General Liability insurance and Liquor Liability insurance (including personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability, with a cross liability clause and a severability of interests clause to cover Lessee's indemnities set forth herein, and products and completed operations liability), both in limits not less than \$1,000,000.00 inclusive per occurrence and

naming Lessor as an additional insured, and Worker's Compensation and Employer's Liability insurance, with a waiver of subrogation endorsement, in form and amount as required by applicable law. Such insurance coverage shall be maintained in force and effect during the lease term and Lessee shall furnish Lessor with an original and current certificate of insurance evidencing such coverage.

- 11) The Lessee shall not assign or sublet the Leased Premises to another party without the prior written consent of the Lessor, which may be withheld in Lessor's sole discretion. Consolidation or merger by Lessee with another entity, or change of control of Lessee, or attempted transfer of any interest herein to an affiliate or subsidiary of Lessee shall constitute a prohibited assignment or subletting under this lease, unless Lessee shall have secured Lessor's prior written consent to same.
- 12) Lessor shall provide to the City of Dallas the parking agreement required by the city, on the terms that applied as of the effective date of this Lease, for the Leased Premises for the term of the lease.
- 13) Lessor has the right to terminate the lease if and when cigar smoke and or cigar smell becomes a problem for Lessor or surrounding tenants.
- 14) At the termination of the Lease, Lessee shall deliver up the Leased Premises, including the Lessor owned equipment, furnishings and fixtures in the order and condition received with the exception of reasonable wear and tear. All improvements to the Leased Premises put in at the expense of Lessee and all trade fixtures put in at the expense of Lessee shall be the property of the Lessor and shall remain upon the property and be surrendered with the Leased Premises as a part thereof at the termination of this lease. Any personal property of Lessee not removed shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor may determine in its sole discretion.
- 15) Lessor shall not be liable to Lessee, or any of its agents, employees, servants, contractors or invitees, for any damage to persons or property due to the condition, state of repair, or any defect of the Leased Premises which may exist or subsequently occur, and Lessee, with respect to itself and its agents, employees, servants, contractors and invitees, hereby expressly assumes all risk and damage to persons and property, either proximate or remote, by reason of the present or future condition of the Leased Premises or the improvements thereon. LESSEE AGREES THAT IT WILL INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS, of, from and against all suits, claims, and actions of every kind by reason of any breach, violation or nonperformance of any covenant or condition on the part of the Lessee hereunder. Additionally, LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS, of, from and against all claims, actions, damages, liabilities, and expenses asserted against the Lessor on account of injuries to person or damage to property, when and to the extent that any such damage or injury may be caused, either proximate or remote, wholly or in part, by any act or omission, whether negligent or not, of Lessee or any of its agents, employees, servants, contractors or

invitees (while such invitees are on the Leased Premises) or of any other person entering upon the Leased Premises with or without the express or implied invitation of Lessee, or if any such injury or damage may in any way arise from or out of the occupancy or use of the Leased Premises by Lessee, its agents, employees, servants, contractors and invitees and any other persons; THE PROVISIONS OF THIS SENTENCE SHALL APPLY EVEN IF THE APPLICABLE CLAIM, ACTION, DAMAGE, LIABILITY OR EXPENSE ARISES FROM OR IS ATTRIBUTED TO THE NEGLIGENCE OF LESSOR. The provisions of this paragraph for the benefit of the Lessor shall also apply to, and be for the benefit of, the owners, members, officers, employees and agents of Lessor. The provisions of this paragraph shall survive the expiration or termination of this Lease.

- 16) As of the effective date, Lessee accepts the Leased Premises in its "AS IS" CONDITION WITH ALL FAULTS, including but not limited to the title and usability thereof, and assumes all risk, if any, resulting from any latent or patent defects or from the failure of the Leased Premises to comply with any legal requirements. Lessee acknowledges that Lessor has made no representations, covenants or warranties as to the physical condition of the Leased Premises, the availability or capacity of utilities, or the ability to conduct Lessee's business in the Leased Premises.
- 17) Lessee shall keep the Leased Premises and Lessor's interest therein free from any liens arising from any work performed, materials furnished, or obligations incurred by or on behalf of Lessee. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished to Lessee. Within thirty (30) days after the filing of any such lien, Lessee shall discharge and cancel such lien of record. If Lessee fails to so discharge such lien within thirty (30) days after written demand from Lessor, Lessor shall have the right, at Lessor's option, to pay the full amount of such lien without inquiry into the validity thereof, and Lessee shall reimburse Lessor upon demand for all amounts so paid by Lessor, plus any expenses and attorneys' fees incurred related thereto.
- 18) If the Leased Premises or any substantial portion thereof is damaged or destroyed by any casualty to the extent that, in Lessor's sole judgment, the repair of such damage or destruction would not be economically feasible or would require more than one hundred eighty (180) days after the date of such damage or destruction, or if the proceeds from Lessor's applicable insurance remaining after any required payment to any mortgagee are insufficient to repair such damage or destruction, Lessor shall have the right, in Lessor's sole discretion, to terminate this Lease by giving Lessee notice of such termination within sixty (60) days after the date of such damage or destruction. If the Leased Premises or any substantial portion thereof is taken by eminent domain (or by any conveyance in lieu thereof) to the extent that, in Lessor's sole judgment, the reconstruction of the remaining Leased Premises after the taking would not be economically feasible or would require more than one hundred eighty (180) days after the date of such taking, or if the proceeds from the taking remaining after any required payment to any mortgagee are insufficient for such reconstruction,

Lessor shall have the right, in Lessor's sole discretion, to terminate this Lease by giving Lessee notice of such termination within sixty (60) days after the date of such taking.

- 19) All notices provided to be given under this agreement shall be in writing and shall be delivered (and shall be effective upon such delivery) in person or by certified mail or registered mail, or email, addressed to the proper party, at the following address (or such other address subsequently provided to the other party by notice hereunder):

LESSOR: Company One Partners LLC
Attention: Wilson Roe



LESSEE: Black J.E.W. Enterprises, LLC
DBA: KOMMISSION
Michael Sims
Christopher Lauth



- 20) This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- 21) This Agreement constitutes the sole and exclusive agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- 22) No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- 23) All agreements and covenants contained herein shall be binding upon the respective heirs, personal representatives and successors and permitted assigns of the parties hereto.
- 24) Joint and Several Liability. If the Lessee includes more than one individual and/or entity, each such individual or entity shall have full joint and several liability to pay Rent and to perform all other obligations hereunder, and Lessor may in its sole discretion bring suit against, settle with, or release any one or more of such

individuals or entities, without impairing Lessor's rights to enforce such obligations against any other such individuals or entities.

25) Time is of the essence under this Lease. Every agreement contained in this Lease is, and shall be construed as, a separate and independent agreement. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable, the remaining agreements contained in this Lease shall not be affected. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. All words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

26) Defaults and Remedies.

25.1) The occurrence of any one or more of the following events shall constitute an "Event of Default" (herein so called) of Lessee under this Lease: (a) if Lessee fails to pay any Rent hereunder as and when such Rent becomes due and such failure shall continue for more than five (5) days after Lessor gives Lessee written notice of past due Rent; (b) if Lessee fails to pay any Rent when due more than twice in any period of twelve (12) months; (c) if the Leased Premises become vacant, deserted, or abandoned for more than thirty (30) consecutive days; (d) if Lessee dissolves its business; (e) if any petition is filed by or against Lessee or any guarantor of this Lease under any present or future section or chapter of the Bankruptcy Code, or under any similar law or statute of the United States or any state thereof (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated within sixty (60) days of commencement), or if any order for relief shall be entered against Lessee or any guarantor of this Lease in any such proceedings; (f) if Lessee or any guarantor of this Lease becomes insolvent or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors; (g) if a receiver, custodian, or trustee is appointed for the Leased Premises or for all or substantially all of the assets of Lessee or of any guarantor of this Lease, which appointment is not vacated within sixty (60) days following the date of such appointment; (h) if Lessee fails to perform or observe any other provision of this Lease and such failure shall continue for more than thirty (30) days after Lessor gives Lessee notice of such failure, or, if such failure cannot be corrected within such thirty (30) day period, if Lessee does not commence to correct such default within said thirty (30) day period and thereafter diligently prosecute the correction of same to completion within a reasonable time (not to exceed an additional thirty (30) days); or (i) if Lessee fails to perform or observe the same provision of this Lease (other than payment of Rent) when due more than twice in any period of twelve (12) months.

25.2) Upon the occurrence of any Event of Default, Lessor shall have the right, at Lessor's option, to do any one or more of the following remedies without further notice or demand to Lessee:

(a) terminate this Lease, in which case Lessor shall have the immediate right, without any additional notice or demand, to enter upon and take possession of the Leased Premises and to expel or remove Lessee and its effects and change the locks without being liable for prosecution or any claim for damages therefor; and Lessee shall, and hereby agrees to, indemnify Lessor for all loss and damage which Lessor suffers by reason of such termination, including damages in an amount equal to the total of (1) the costs of recovering the Leased Premises, reasonable attorneys' fees, and all other expenses incurred by Lessor in connection with Lessee's default; (2) the unpaid Rent earned as of the date of termination, plus interest at the applicable interest rate; (3) the total Rent which Lessor would have received under this Lease for the remainder of the term, but discounted to the then present value at a rate of six percent (6%) per annum, minus the fair market rental value for the balance of the term, determined as of the time of such default, discounted to the then present value at a rate of six percent (6%) per annum; and (4) all other sums of money and damages owing by Lessee to Lessor, all of the foregoing are plus interest, at the applicable interest rate; or

(b) enter upon and take possession of the Leased Premises without terminating this Lease and without being liable to prosecution or any claim for damages therefor, and, if Lessor elects, relet the Leased Premises on such terms as Lessor deems advisable. If Lessor elects to relet the Leased Premises, rent received by Lessor from such reletting shall be applied first, to the payment of any indebtedness other than Rent due hereunder from Lessee to Lessor (in such order as Lessor shall designate), second, to the payment of any cost of such reletting, including, without limitation, demolition, refurbishing and remodeling costs, rent concessions, removal of Lessee's property, reasonable attorneys' fees, advertising costs, brokerage fees and leasing commissions and third, to the payment of Rent due and unpaid hereunder (in such order as Lessor shall designate), and Lessee shall satisfy and pay to Lessor any deficiency upon demand therefor from time to time; provided, however, that Lessee shall not be entitled to any excess payments received by Lessor from such reletting. Lessor's failure to relet the Leased Premises shall not release or affect Lessee's liability for Rent or for damages; or

(c) enter the Leased Premises without terminating this Lease and without being liable for prosecution or any claim for damages therefor and enter upon the Leased Premises and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any costs or expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease (with interest to accrue on such amounts at the applicable interest rate from the date of demand until paid), and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action, WHETHER CAUSED BY THE NEGLIGENCE OF LESSOR OR OTHERWISE. Lessee shall reimburse Lessor immediately upon demand for any losses, costs or expenses which Lessor incurs in thus effecting Lessee's compliance under this Lease, with interest to accrue on such amounts at the applicable interest rate from the date of demand until paid, and Lessor shall not be liable to Lessee for any damages with respect thereto.

25.3) No agreement to accept a surrender of the Leased Premises and no act or omission by Lessor or Lessor's agents during the term of this Lease shall constitute an acceptance or surrender of the Leased Premises unless made in writing and signed by Lessor. No re-entry or taking possession of the Leased Premises by Lessor shall constitute an election by Lessor to terminate this Lease unless a written notice of such intention is given to Lessee. No provision of this Lease shall be construed as an obligation upon Lessor to mitigate Lessor's damages under this Lease.

25.4) No repossession of or re-entering upon the Leased Premises or any part thereof pursuant to Section 25.2 above or otherwise and no reletting of the Leased Premises or any part thereof pursuant to said Section 25.2 shall relieve Lessee or any guarantor of its liabilities and obligations hereunder, all of which shall survive such repossession or re-entering. In the event of any such repossession of or re-entering upon the Leased Premises or any part thereof by reason of the occurrence of a default, Lessee will continue to pay to Lessor the Rent required to be paid by Lessee.

25.5) No provision of this Lease shall be deemed to have been waived by Lessor unless such waiver is in writing and signed by Lessor. Lessor's acceptance of Rent following an Event of Default hereunder shall not be construed as a waiver of such Event of Default. No custom or practice which may grow up between the parties in connection with the terms of this Lease shall be construed to waive or lessen Lessor's right to insist upon strict performance of the terms of this Lease, without a written notice thereof to Lessee from Lessor.

25.6) No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy set forth herein or otherwise available to Lessor at law or in equity, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. The exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies or constitute a forfeiture or waiver of Rent or damages accruing to Lessor by reason of any Event of Default under this Lease. In addition to the other remedies provided in this Lease and without limiting the preceding sentence, Lessor shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Lessor at law or in equity.

25.7) Lessee is granted no contractual right of termination by this Lease. The liability of Lessor to Lessee for any breach or default under this Lease shall be limited to the interest of Lessor in the Leased Premises as the same may then be encumbered, and Lessor (and the owners, members, officers, employees and agents of Lessor) shall not be personally liable for any deficiency. In no event shall Lessor be liable to Lessee for consequential, special or punitive damages by reason of a failure to

perform (or a default) by Lessor hereunder or otherwise. In no event shall Lessee have the right to levy execution against any property of Lessor other than its interest in the Leased Premises as hereinbefore expressly provided.

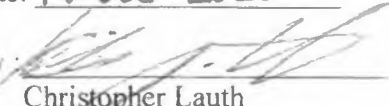
27) Lessor shall have the right at any time during the term of this Lease to subject its interest in the Leased Premises and/or this Lease to any one or more mortgages ("Mortgage") and to renew, modify, consolidate, replace, extend and/or refinance any such Mortgage. Lessor shall be entitled to all of the proceeds from any such Mortgage. This Lease shall at all times be subordinate to any such Mortgage. The foregoing provisions shall be self-operative and no further instrument of subordination shall be required. If Lessor or a holder of a Mortgage ("Mortgagee") desires confirmation of such subordination, Lessee shall promptly execute and deliver, within ten (10) days after written request therefor, without charge, any subordination agreement on Lessor's or Mortgagee's standard form, including but not limited to provisions therein regarding attornment and non-disturbance.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute the Agreement as of the day and year first above written.

LESSOR:
Company One Partners LLC

By: 
Wilson Roe, Manager
Date: 17 Dec 2020

LESSEE:
Black J.E.W. Enterprises LLC
DBA: KOMMISSION

By: _____
Micheal Sims
Date: 14 Dec 2020
By: 
Christopher Lauth
Date: 17 Dec 2020

Attachments: Depiction of Leased Premises
Lessor Owned Inventory

EXHIBIT C

LEASE AGREEMENT

The State of Texas, County of Dallas

THIS LEASE AGREEMENT ("Agreement" or "Lease") is made and entered into and effective the 1st day of June, 2022, regardless of when actually executed by the parties hereto, by and between Cedar Forest LLC located at 6814 Hammond Avenue, Dallas, Texas 75223 (hereinafter called "Lessor"), and Blaze Group, LLC. DBA: , located at 1400 Hi Line Dr. #2019 Dallas, Texas 75207 , located at, (hereinafter collectively called "Lessee").

WITNESSETH, that the said Lessor does by these presents Lease unto the said Lessee, and Lessee does hereby lease from Lessor, on all of the terms and conditions in this Agreement, the following described property, lying and being in the City of Dallas and County of Dallas, State of Texas, and being more particularly described as follows:

1711 Botham Jean Blvd, Block 1/1089 of Roe Addition, [REDACTED]

- 1) The term of this Lease is for five (5) years beginning June 1, 2022 and ending May 31, 2027. Lessee may use the Leased Premises for a restaurant and/or bar, but for no other purpose.
- 2) The monthly rent payments shall be as follows:
[REDACTED]
- 3) [REDACTED]
- 4) Lessee shall be responsible for the direct payment of all utilities on a monthly basis for the full term of the lease; such obligation shall survive the expiration or termination of this Lease. Lessee shall pay \$250 per cleaning, for cleaning and trash pickup in the dumpster area if trash does not make it into the dumpster.
- 5) Lessor shall pay all ad valorem and any other taxes assessed against the Leased Premises, and the Lessor owned equipment, furnishings and fixtures as listed on the attached Lessor Owned Inventory, with respect to all tax periods during the term of

the lease and Lessee agrees to reimburse Lessor for the same on or before the date taxes are due and payable by Lessor; such obligation shall survive the expiration or termination of this Lease. The tax payments are due on January 31st of each year. Estimated tax payments may also be paid monthly to Lessor should Lessee prefer.

- 6) Lessor shall keep in force and pay the premiums for casualty insurance on the Leased Premises during the term of the Lease, in form and amounts as Lessor deems appropriate in Lessor's discretion, and Lessee agrees to reimburse Lessor for such premiums on or before the dates such premiums are due and payable by Lessor; such obligation shall survive the expiration or termination of this Lease. Estimated reimbursement payments may also be paid monthly to Lessor should Lessee prefer.

7)



- 8) All modifications to the existing buildings and changes of any type to the Leased Premises shall require the review and prior written consent of the Lessor, which may be withheld in Lessor's sole discretion.

- 9) Lessee shall have the responsibility for all maintenance and repairs to the Leased Premises (including but not limited to interior and exterior walls, ceiling, roof, floors, doors, windows, HVAC, electrical, plumbing, other mechanical and utility equipment and systems; and the Lessor owned equipment, furnishings and fixtures as listed on the attached Lessor Owned Inventory). As used herein, the term "repairs" shall mean all maintenance, repairs, replacements, alterations, additions and betterments, foreseen or unforeseen, ordinary or extraordinary, reasonably required to maintain the Leased Premises to the condition they were in on the effective date of this Lease.

- 10) Lessee shall secure from a good and responsible company or companies doing insurance business in the State of Texas, Commercial General Liability insurance and Liquor Liability insurance (including personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability, with a cross liability clause and a severability of interests clause to cover Lessee's indemnities set forth herein, and products and completed operations liability), both in limits not less than \$1,000,000.00 inclusive per occurrence and naming Lessor as an additional insured, and Worker's Compensation and Employer's Liability insurance, with a waiver of subrogation endorsement, in form and amount as required by applicable law. Such insurance coverage shall be maintained in force and effect during the lease term and Lessee shall furnish Lessor with an original and current certificate of insurance evidencing such coverage.

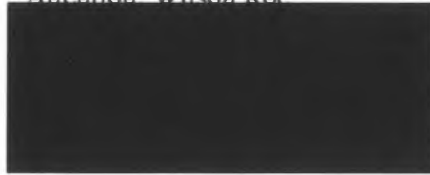
- 11) The Lessee shall not assign or sublet the Leased Premises to another party without the prior written consent of the Lessor, which may be withheld in Lessor's sole

discretion. Consolidation or merger by Lessee with another entity, or change of control of Lessee, or attempted transfer of any interest herein to an affiliate or subsidiary of Lessee shall constitute a prohibited assignment or subletting under this lease, unless Lessee shall have secured Lessor's prior written consent to same.

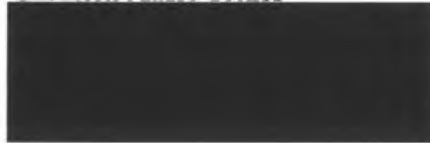
- 12) Lessor shall provide to the City of Dallas the parking agreement required by the city, on the terms that applied as of the effective date of this Lease, for the Leased Premises for the term of the lease.
- 13) At the termination of the Lease, Lessee shall deliver up the Leased Premises, including the Lessor owned equipment, furnishing and fixtures in the order and condition received with the exception of reasonable wear and tear. All improvements to the Leased Premises put in at the expense of Lessee and all trade fixtures put in at the expense of Lessee shall be the property of the Lessor and shall remain upon the property and be surrendered with the Leased Premises as a part thereof at the termination of this lease. Any personal property of Lessee not removed shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor may determine in its sole discretion.
- 14) Lessor shall not be liable to Lessee, or any of its agents, employees, servants, contractors or invitees, for any damage to persons or property due to the condition, state of repair, or any defect of the Leased Premises which may exist or subsequently occur, and Lessee, with respect to itself and its agents, employees, servants, contractors and invitees, hereby expressly assumes all risk and damage to persons and property, either proximate or remote, by reason of the present or future condition of the Leased Premises or the improvements thereon. LESSEE AGREES THAT IT WILL INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS, of, from and against all suits, claims, and actions of every kind by reason of any breach, violation or nonperformance of any covenant or condition on the part of the Lessee hereunder. Additionally, LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS, of, from and against all claims, actions, damages, liabilities, and expenses asserted against the Lessor on account of injuries to person or damage to property, when and to the extent that any such damage or injury may be caused, either proximate or remote, wholly or in part, by any act or omission, whether negligent or not, of Lessee or any of its agents, employees, servants, contractors or invitees (while such invitees are on the Leased Premises) or of any other person entering upon the Leased Premises with or without the express or implied invitation of Lessee, or if any such injury or damage may in any way arise from or out of the occupancy or use of the Leased Premises by Lessee, its agents, employees, servants, contractors and invitees and any other persons; THE PROVISIONS OF THIS SENTENCE SHALL APPLY EVEN IF THE APPLICABLE CLAIM, ACTION, DAMAGE, LIABILITY OR EXPENSE ARISES FROM OR IS ATTRIBUTED TO THE NEGLIGENCE OF LESSOR. The provisions of this paragraph for the benefit of the Lessor shall also apply to, and be for the benefit of, the owners, members, officers, employees and agents of Lessor. The provisions of this paragraph shall survive the expiration or termination of this Lease.

- 15) As of the effective date, Lessee accepts the Leased Premises in its "AS IS" CONDITION WITH ALL FAULTS, including but not limited to the title and usability thereof, and assumes all risk, if any, resulting from any latent or patent defects or from the failure of the Leased Premises to comply with any legal requirements. Lessee acknowledges that Lessor has made no representations, covenants or warranties as to the physical condition of the Leased Premises, the availability or capacity of utilities, or the ability to conduct Lessee's business in the Leased Premises.
- 16) Lessee shall keep the Leased Premises and Lessor's interest therein free from any liens arising from any work performed, materials furnished, or obligations incurred by or on behalf of Lessee. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished to Lessee. Within thirty (30) days after the filing of any such lien, Lessee shall discharge and cancel such lien of record. If Lessee fails to so discharge such lien within thirty (30) days after written demand from Lessor, Lessor shall have the right, at Lessor's option, to pay the full amount of such lien without inquiry into the validity thereof, and Lessee shall reimburse Lessor upon demand for all amounts so paid by Lessor, plus any expenses and attorneys' fees incurred related thereto.
- 17) If the Leased Premises or any substantial portion thereof is damaged or destroyed by any casualty to the extent that, in Lessor's sole judgment, the repair of such damage or destruction would not be economically feasible or would require more than one hundred eighty (180) days after the date of such damage or destruction, or if the proceeds from Lessor's applicable insurance remaining after any required payment to any mortgagee are insufficient to repair such damage or destruction, Lessor shall have the right, in Lessor's sole discretion, to terminate this Lease by giving Lessee notice of such termination within sixty (60) days after the date of such damage or destruction. If the Leased Premises or any substantial portion thereof is taken by eminent domain (or by any conveyance in lieu thereof) to the extent that, in Lessor's sole judgment, the reconstruction of the remaining Leased Premises after the taking would not be economically feasible or would require more than one hundred eighty (180) days after the date of such taking, or if the proceeds from the taking remaining after any required payment to any mortgagee are insufficient for such reconstruction, Lessor shall have the right, in Lessor's sole discretion, to terminate this Lease by giving Lessee notice of such termination within sixty (60) days after the date of such taking.
- 18) All notices provided to be given under this agreement shall be in writing and shall be delivered (and shall be effective upon such delivery) in person or by certified mail or registered mail, or email, addressed to the proper party, at the following address (or such other address subsequently provided to the other party by notice hereunder):

LESSOR: Cedar Forest LLC
Attention: Wilson Roe



LESSEE: Blaze Group , LLC
Shedrick Andre Settles



- 19) This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- 20) This Agreement constitutes the sole and exclusive agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- 21) No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- 22) All agreements and covenants contained herein shall be binding upon the respective heirs, personal representatives and successors and permitted assigns of the parties hereto.
- 23) Joint and Several Liability. If the Lessee includes more than one individual and/or entity, each such individual or entity shall have full joint and several liability to pay Rent and to perform all other obligations hereunder, and Lessor may in its sole discretion bring suit against, settle with, or release any one or more of such individuals or entities, without impairing Lessor's rights to enforce such obligations against any other such individuals or entities.
- 24) Time is of the essence under this Lease. Every agreement contained in this Lease is, and shall be construed as, a separate and independent agreement. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable, the remaining agreements contained in this Lease shall not be affected. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. All words used in this Lease, regardless of the number or gender in which they are used.

shall be deemed to include any other number and any other gender as the context may require.

25) Defaults and Remedies.

25.1) The occurrence of any one or more of the following events shall constitute an "Event of Default" (herein so called) of Lessee under this Lease: (a) if Lessee fails to pay any Rent hereunder as and when such Rent becomes due and such failure shall continue for more than five (5) days after Lessor gives Lessee written notice of past due Rent; (b) if Lessee fails to pay any Rent when due more than twice in any period of twelve (12) months; (c) if the Leased Premises become vacant, deserted, or abandoned for more than thirty (30) consecutive days; (d) if Lessee dissolves its business; (e) if any petition is filed by or against Lessee or any guarantor of this Lease under any present or future section or chapter of the Bankruptcy Code, or under any similar law or statute of the United States or any state thereof (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated within sixty (60) days of commencement), or if any order for relief shall be entered against Lessee or any guarantor of this Lease in any such proceedings; (f) if Lessee or any guarantor of this Lease becomes insolvent or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors; (g) if a receiver, custodian, or trustee is appointed for the Leased Premises or for all or substantially all of the assets of Lessee or of any guarantor of this Lease, which appointment is not vacated within sixty (60) days following the date of such appointment; (h) if Lessee fails to perform or observe any other provision of this Lease and such failure shall continue for more than thirty (30) days after Lessor gives Lessee notice of such failure, or, if such failure cannot be corrected within such thirty (30) day period, if Lessee does not commence to correct such default within said thirty (30) day period and thereafter diligently prosecute the correction of same to completion within a reasonable time (not to exceed an additional thirty (30) days); or (i) if Lessee fails to perform or observe the same provision of this Lease (other than payment of Rent) when due more than twice in any period of twelve (12) months.

25.2) Upon the occurrence of any Event of Default, Lessor shall have the right, at Lessor's option, to do any one or more of the following remedies without further notice or demand to Lessee:

(a) terminate this Lease, in which case Lessor shall have the immediate right, without any additional notice or demand, to enter upon and take possession of the Leased Premises and to expel or remove Lessee and its effects and change the locks without being liable for prosecution or any claim for damages therefor; and Lessee shall, and hereby agrees to, indemnify Lessor for all loss and damage which Lessor suffers by reason of such termination, including damages in an amount equal to the total of (1) the costs of recovering the Leased Premises, reasonable attorneys' fees, and all other expenses incurred by Lessor in connection with Lessee's default; (2) the unpaid Rent earned as of the date of termination, plus interest at the applicable interest rate; (3) the total Rent which Lessor would have received under this Lease for

the remainder of the term, but discounted to the then present value at a rate of six percent (6%) per annum, minus the fair market rental value for the balance of the term, determined as of the time of such default, discounted to the then present value at a rate of six percent (6%) per annum; and (4) all other sums of money and damages owing by Lessee to Lessor, all of the foregoing are plus interest, at the applicable interest rate; or

(b) enter upon and take possession of the Leased Premises without terminating this Lease and without being liable to prosecution or any claim for damages therefor, and, if Lessor elects, relet the Leased Premises on such terms as Lessor deems advisable. If Lessor elects to relet the Leased Premises, rent received by Lessor from such reletting shall be applied first, to the payment of any indebtedness other than Rent due hereunder from Lessee to Lessor (in such order as Lessor shall designate), second, to the payment of any cost of such reletting, including, without limitation, demolition, refurbishing and remodeling costs, rent concessions, removal of Lessee's property, reasonable attorneys' fees, advertising costs, brokerage fees and leasing commissions and third, to the payment of Rent due and unpaid hereunder (in such order as Lessor shall designate), and Lessee shall satisfy and pay to Lessor any deficiency upon demand therefor from time to time; provided, however, that Lessee shall not be entitled to any excess payments received by Lessor from such reletting. Lessor's failure to relet the Leased Premises shall not release or affect Lessee's liability for Rent or for damages; or

(c) enter the Leased Premises without terminating this Lease and without being liable for prosecution or any claim for damages therefor and enter upon the Leased Premises and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any costs or expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease (with interest to accrue on such amounts at the applicable interest rate from the date of demand until paid), and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action, WHETHER CAUSED BY THE NEGLIGENCE OF LESSOR OR OTHERWISE. Lessee shall reimburse Lessor immediately upon demand for any losses, costs or expenses which Lessor incurs in thus effecting Lessee's compliance under this Lease, with interest to accrue on such amounts at the applicable interest rate from the date of demand until paid, and Lessor shall not be liable to Lessee for any damages with respect thereto.

25.3) No agreement to accept a surrender of the Leased Premises and no act or omission by Lessor or Lessor's agents during the term of this Lease shall constitute an acceptance or surrender of the Leased Premises unless made in writing and signed by Lessor. No re-entry or taking possession of the Leased Premises by Lessor shall constitute an election by Lessor to terminate this Lease unless a written notice of such intention is given to Lessee. No provision of this Lease shall be construed as an obligation upon Lessor to mitigate Lessor's damages under this Lease.

25.4) No repossession of or re-entering upon the Leased Premises or any part thereof pursuant to Section 25.2 above or otherwise and no reletting of the Leased Premises or any part thereof pursuant to said Section 25.2 shall relieve Lessee or any guarantor of its liabilities and obligations hereunder, all of which shall survive such repossession or re-entering. In the event of any such repossession of or re-entering upon the Leased Premises or any part thereof by reason of the occurrence of a default, Lessee will continue to pay to Lessor the Rent required to be paid by Lessee.

25.5) No provision of this Lease shall be deemed to have been waived by Lessor unless such waiver is in writing and signed by Lessor. Lessor's acceptance of Rent following an Event of Default hereunder shall not be construed as a waiver of such Event of Default. No custom or practice which may grow up between the parties in connection with the terms of this Lease shall be construed to waive or lessen Lessor's right to insist upon strict performance of the terms of this Lease, without a written notice thereof to Lessee from Lessor.

25.6) No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy set forth herein or otherwise available to Lessor at law or in equity, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. The exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies or constitute a forfeiture or waiver of Rent or damages accruing to Lessor by reason of any Event of Default under this Lease. In addition to the other remedies provided in this Lease and without limiting the preceding sentence, Lessor shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Lessor at law or in equity.

25.7) Lessee is granted no contractual right of termination by this Lease. The liability of Lessor to Lessee for any breach or default under this Lease shall be limited to the interest of Lessor in the Leased Premises as the same may then be encumbered, and Lessor (and the owners, members, officers, employees and agents of Lessor) shall not be personally liable for any deficiency. In no event shall Lessor be liable to Lessee for consequential, special or punitive damages by reason of a failure to perform (or a default) by Lessor hereunder or otherwise. In no event shall Lessee have the right to levy execution against any property of Lessor other than its interest in the Leased Premises as hereinbefore expressly provided.

26) Lessor shall have the right at any time during the term of this Lease to subject its interest in the Leased Premises and/or this Lease to any one or more mortgages ("Mortgage") and to renew, modify, consolidate, replace, extend and/or refinance any such Mortgage. Lessor shall be entitled to all of the proceeds from any such Mortgage. This Lease shall at all times be subordinate to any such Mortgage. The foregoing provisions shall be self-operative and no further instrument of

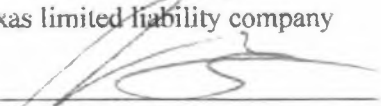
subordination shall be required. If Lessor or a holder of a Mortgage ("Mortgagee") desires confirmation of such subordination, Lessee shall promptly execute and deliver, within ten (10) days after written request therefor, without charge, any subordination agreement on Lessor's or Mortgagee's standard form, including but not limited to provisions therein regarding attornment and non-disturbance.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute the Agreement as of the day and year first above written.

LESSOR:
CEDAR FOREST LLC,
a Texas limited liability company

LESSEE:
BLAZE GROUP LLC,
a Texas limited liability company

By: TWENTY ONE LAND COMPANY LLC,
a Texas limited liability company, its Manager

By: 
Shedrick Andre Settles
Manager

By: 
Wilson Roe
Manager

Attachments: Depiction of Leased Premises

GUARANTY

In order to induce CEDAR FOREST, ("Landlord"), to execute that certain Lease (the "Lease") with BLAZE ("Tenant"), a Texas L.L.C., for certain Leased Premises located at 1711 Botham Jean . Dallas, Texas 75215, the undersigned (whether one or more than one) has guaranteed, and by this instrument does hereby guarantee, the payment and performance of all liabilities, obligations and duties (including, but not limited to, payment of rent) imposed upon Tenant under the terms of the Lease, as if the undersigned has executed the Lease as Tenant hereunder.

The undersigned hereby waives notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices of default by Tenant under the Lease, and waives diligence, presentment and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby.

The undersigned further agrees that Landlord shall not be first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against the undersigned. Suit may be brought and maintained against the undersigned by Landlord to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other person. The liability of the undersigned shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord or agreed upon by Landlord and Tenant, and shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of Tenant or its estate in bankruptcy, or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the federal Bankruptcy Act, or any similar law or statute of the United States or any state thereof. Landlord and Tenant, without notice to or consent by the undersigned, may at any time or times enter into such extensions, renewals, amendments, assignments, subleases, or other covenants with respect to the Lease as they may deem appropriate, and the undersigned shall not be released thereby, but shall continue to be fully liable for the payment and performance of all liabilities, obligations and duties of Tenant under the Lease as so extended, renewed, amended, assigned or otherwise modified.

It is understood that other agreements similar to this guaranty may, at Landlord's sole option and discretion, be executed by other persons with respect to the Lease. This guaranty shall be cumulative of any such agreements and the liabilities and obligations of the undersigned hereunder shall in no event be affected or diminished by reason of such other agreements. Moreover, in the event Landlord obtains another signature of more than one guarantor on this page or by obtaining additional guarantee agreements, or both, the undersigned agrees that Landlord, in Landlord's sole discretion, may (i) bring suit against all guarantors of the Lease jointly and severally or against any one or more of them, (ii) compound or settle with any one or more of the guarantors for such consideration as Landlord may deem proper, and (iii) release one or more of the guarantors from liability. The undersigned further agrees that no such action shall impair the rights of Landlord to enforce the Lease against any remaining guarantor or guarantors, including the undersigned.

The undersigned agrees that if Landlord shall employ an attorney to present, enforce or defend all of Landlord's rights or remedies hereunder, the undersigned shall pay any reasonable attorneys' fees incurred by Landlord in such connection.

This agreement shall be binding upon the undersigned and the heirs, legal representatives, successors and assigns (as applicable) of the undersigned, and shall inure to the benefit of Landlord and Landlord's successors and assigns.

EXECUTED this 8th day of June, 2022, to be effective the same day as the effective date of the Lease.

GUARANTOR(S):



Signature of Guarantor

SHEDRICK ANDRE SETTLES



EXHIBIT D

BDA 245-020

LEASE ADDENDUM

THIS ADDENDUM is a modification to the existing Lease Agreements dated the 1st day of June, 2022, for 1711 Botham Jean , Dallas, TX 75215, by and between Cedar Forest L.L.C., "Lessor", and Blaze Group LLC., "Lessee".

WITNESSETH

In further consideration of the representations made in the by Lessee with Lessor, and in further consideration of the rent reserved and the covenants contained in the Lease Agreement, it is agreed that said Lease Agreement is hereby modified, but only as hereinafter specifically set forth:

1. **LESSEE NAME CHANGE:** Lessee name change to COBA DALLAS L.L.C..

Except as modified by this Addendum, the terms, conditions, obligations and covenants of the Lease Agreement remain in effect and are fully enforceable.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person thereunto duly authorized and their respective seals to be hereunto affixed this 1st day of May, 2023.

LESSOR:

Cedar Forest LLC,
a Texas limited liability company

By: TWENTY ONE LAND COMPANY LLC,
a Texas limited liability company, its Manager

By: 
Wilson Roe
Manager



CITY OF DALLAS

AFFIDAVIT OF REVENUE FROM THE SALE OR SERVICE OF ALCOHOLIC BEVERAGES

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority personally appeared the affiant, who, being by my duly sworn, deposes as follows:

"My name is REMIKUN AYODELE. I am an applicant for a certificate of occupancy for a ALCOHOLIC BEVERAGE ESTABLISHMENT establishment located at 1711 BOTHAM JEAN BLVD that will sell or serve alcoholic beverages as defined in the Texas Alcoholic Beverage Code (TABC). I swear and affirm that the establishment does or will derive the following percentage of the establishment's gross quarterly (three-month) revenue from the sale or service of alcoholic beverages (check only one):

OFF-PREMISE CONSUMPTION

- Less than 50 percent
- 50 percent or more

ON-PREMISE CONSUMPTION

Wet Area

- Less than 75 percent
- 75 percent or more

Mixed Beverage Area

- less than 35 percent
- 35 percent or more without a TABC food or beverage certificate
- any amount of sales or service with a TABC food or beverage certificate
- any amount of sales or service by a fraternal or veterans organization with a TABC private club permit

"I understand and agree, upon request, to supply the building official within 30 days with all records needed to document the percentage of gross revenue derived from the sale or service of alcoholic beverages, including all sales tax returns filed with the Texas Comptroller of Public Accounts and all reports or applications filed with the Texas Alcoholic Beverage Commission. If the requested records are not supplied, I understand that the certificate of occupancy will be revoked.

"I understand and agree that the City of Dallas may revoke the certificate of occupancy if at any time this establishment derives more of its gross quarterly (three-month) revenue from the sale or service of alcoholic beverages than indicated above.

"I understand and agree that I will provide the City of Dallas a new affidavit of revenue from the sale or service of alcoholic beverages if the information in this affidavit changes."

Signature: _____

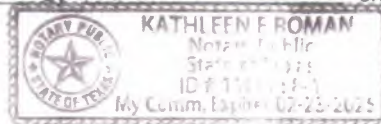
Printed name: REMIKUN AYODELE

Title: MANAGER
(if applicable)

Business entity: COBA DALLAS LLC
(if applicable)

This affidavit was acknowledged before me on _____
COBA DALLAS LLC

by REMIKUN AYODELE on behalf of _____



Kathleen E Roman
NOTARY PUBLIC



TEXAS ALCOHOLIC BEVERAGE COMMISSION
Texans Helping Businesses & Protecting Communities

Required Certifications

Join TABC in the fight against human trafficking

L-CERT (7/2022)

Submit this form to the proper officials to obtain certification for the type of license/permit for which you are applying as required by TX Alc. Bev. Code, Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13. This Required Certifications form must be submitted with your Initial Application form.
 Contact your local TABC office for assistance.

LOCATION INFORMATION

1. Trade Name of Location (Name of restaurant, bar, store, etc.) Coba Dallas			
2. Owner of Business/Applicant (Name of Corporation, LLC, etc.) Coba Dallas LLC			
3. Type of Owner <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Other: _____			
4. Location Address 1711 Botham Jean Blvd			
City Dallas	County Dallas	State Tx	Zip Code 75215
5. Mailing Address 1711 Botham Jean Blvd			
City Dallas	County	State Tx	Zip Code 75215
6. Business Telephone Number	Alternate Telephone Number (214) 734-2767	E-mail Address Remilekynayodele92@gmail.com	
7. Application for:			
<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Reinstatement	License/Permit Number	<input type="checkbox"/> Reinstatement and Change of Trade Name
	<input type="checkbox"/> Change of Location	License/Permit Number	<input type="checkbox"/> Change of Location and Trade Name
8A. Type of Off-Premise Retailer License/Permit:			
<input type="checkbox"/> BF Retail Dealer's Off-Premise License	<input type="checkbox"/> E Local Cartage Permit	<input type="checkbox"/> P Package Store Permit	
<input type="checkbox"/> BQ Wine and Malt Beverage Retail Dealer's Off-Premise Permit	<input type="checkbox"/> ET Third-Party Local Cartage Permit	<input type="checkbox"/> Q Wine Only Package Store	
<input type="checkbox"/> LP Local Distributor's Permit			
8B. Type of On-Premise Retailer License/Permit			
<input type="checkbox"/> BE Retail Dealer's On-Premise License	<input type="checkbox"/> E Local Cartage Permit	<input checked="" type="checkbox"/> MB Mixed Beverage	
<input type="checkbox"/> BG Wine and Malt Beverage Retail Dealer's On-Premise Permit	<input type="checkbox"/> FB Food and Beverage Certificate	<input type="checkbox"/> WP Waterpark Permit	
<input type="checkbox"/> BP Brewpub License	<input checked="" type="checkbox"/> LH Late Hours Certificate		
8C. Type of Wholesaler's, Distributor's, or Manufacturer's License/Permit			
<input type="checkbox"/> BB General Distributor's License	<input type="checkbox"/> D Distillers and Rectifiers Permit - allows on-premise consumption	<input type="checkbox"/> S Nonresident Seller's Permit	
<input type="checkbox"/> BC Branch Distributor's License	<input type="checkbox"/> DS Out-of-State Winery Direct Shipper's Permit	<input type="checkbox"/> SD Brewer's Self-Distribution License	
<input type="checkbox"/> BN Nonresident Brewer's License	<input type="checkbox"/> G Winery - allows on-premise consumption	<input type="checkbox"/> W Wholesaler's Permit	
<input type="checkbox"/> BW Brewer's License	<input type="checkbox"/> J Bonded Warehouse	<input type="checkbox"/> X General Class B Wholesaler Permit	
<input type="checkbox"/> JD Bonded Warehouse (Dry Area)			
9. For On or OFF-Premise Applicants, Indicate Primary Business Type at this Location			
<input checked="" type="checkbox"/> Bar	<input type="checkbox"/> Grocery/Market	<input type="checkbox"/> Package Store	<input type="checkbox"/> Sexually Oriented
<input type="checkbox"/> Civic Center	<input type="checkbox"/> Hotel	<input type="checkbox"/> Public Entertainment Fac. (PEF as defined in Sec. 108.73)	<input type="checkbox"/> Sporting Arena
<input type="checkbox"/> Convenience Store	<input type="checkbox"/> Motel	<input type="checkbox"/> Racetrack	
<input type="checkbox"/> Delivery Company	<input type="checkbox"/> Movie Theater	<input type="checkbox"/> Restaurant	

Trade Name: Coba Dallas

Location Address: 1711 Botham Jean Blvd

City: Dallas

County: Dallas

Off-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit requests certification, the city secretary shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary: P, Q, BF, BQ

TX Alc. Bev. Code, Section 11.37 & 61.37

CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
<input type="checkbox"/> BF	The legal sale of malt beverages for off-premise consumption only <input type="checkbox"/> greater than 5% alcohol by volume OR <input type="checkbox"/> 5% or less alcohol by volume
<input type="checkbox"/> BF, BQ, Q	The legal sale of malt beverages and wine for off-premise consumption only
<input type="checkbox"/> BF, BQ, Q, P	The legal sale of all alcoholic beverages for off-premise consumption only

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN

HERE _____, _____, TEXAS
 City Secretary/Clerk City

SEAL

On-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit requests certification, the city secretary shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary (FOR MB, MB/FB, BG, BG/FB, BE, & BE/FB)

TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
<input checked="" type="checkbox"/> MB	Mixed Beverage Permit
<input type="checkbox"/> MB/FB	Mixed Beverage Restaurant Permit with required Food and Beverage Certificate
<input type="checkbox"/> BG*	Wine and Malt Beverage Retail Dealer's On-Premise Permit
<input type="checkbox"/> BG/FB*	Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate
<input type="checkbox"/> BE*	Retail Dealer's On-Premise License
<input type="checkbox"/> BE/FB*	Retail Dealer's On-Premise License with required Food and Beverage Certificate
*Mark box on right for BE and/or BE/FB	<input type="checkbox"/> greater than 5% alcohol by volume OR <input type="checkbox"/> 5% or less alcohol by volume
*Mark box on right for any of the following license or permit types BG, BG/FB BE, BE/FB	Election for given location was held for: <input type="checkbox"/> legal sale of malt beverage/wine (17%) on-premise AFTER Sept. 1, 1999 OR <input type="checkbox"/> legal sale of malt beverage/wine (14%) on-premise BEFORE Sept. 1, 1999

SIGN

HERE _____, _____, TEXAS
 City Secretary/Clerk City

SEAL

Certification for Late Hours Certificate (LH)

TX Alc. Bev. Code, Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

<input type="checkbox"/>	The governing body of this city or county has by ordinance or order authorized the sale of <i>mixed beverages</i> between midnight and 2:00 A.M.;
<input type="checkbox"/>	The governing body of this city or county has by ordinance or order authorized the sale of <i>malt beverage</i> between midnight and _____ A.M.;
<input type="checkbox"/>	The population of the city or county where premises are located was 500,000 or more according to the 24 th Decennial Census of the United States as released by the Bureau of the Census on April 1, 2020;
<input type="checkbox"/>	The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2020).

SIGN

HERE _____, _____, TEXAS
 City Secretary/Clerk City

SEAL

Trade Name: Coba Dallas

Location Address: 1711 Botham Jean Blvd

City: Dallas

County: Dallas

Off-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit requests certification, the county clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order.

Certificate of County Clerk: P, Q, BF, BQ

TX Alc. Bev. Code, Section 11.37 & 61.37

CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
<input type="checkbox"/> BF	The legal sale of malt beverages for off-premise consumption only <input type="checkbox"/> greater than 5% alcohol by volume OR <input type="checkbox"/> 5% or less alcohol by volume
<input type="checkbox"/> BF, BQ, Q	The legal sale of malt beverages and wine for off-premise consumption only
<input type="checkbox"/> BF, BQ, Q, P	The legal sale of all alcoholic beverages for off-premise consumption only

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN

HERE _____ County Clerk _____ County

SEAL

On-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit requests certification, the county clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order.

Certificate of County Clerk (FOR MB, MB/FB, BG, BG/FB, BE, & BE/FB)

TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this 21 day of AUG, 2023 that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
<input checked="" type="checkbox"/> MB	Mixed Beverage Permit
<input type="checkbox"/> MB/FB	Mixed Beverage Restaurant Permit with required Food and Beverage Certificate
<input type="checkbox"/> BG*	Wine and Malt Beverage Retail Dealer's On-Premise Permit
<input type="checkbox"/> BG/FB*	Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate
<input type="checkbox"/> BE*	Retail Dealer's On-Premise License
<input type="checkbox"/> BE/FB*	Retail Dealer's On-Premise License with required Food and Beverage Certificate
*Mark box on right for BE and/or BE/FB	
<input type="checkbox"/> greater than 5% alcohol by volume	
OR	
<input type="checkbox"/> 5% or less alcohol by volume	
*Mark box on right for any of the following	
Election for given location was held for:	
<input type="checkbox"/> legal sale of malt beverage/wine (17%) on-premise AFTER Sept. 1, 1999	
<input type="checkbox"/> legal sale of malt beverage/wine (14%) on-premise BEFORE Sept. 1, 1999	

SIGN

HERE _____ County Clerk JOHN WARREN _____ County Dallas

DEPUTY

SEAL

Certification for Late Hours Certificate (LH)

TX Alc. Bev. Code, Chapters 29 & 70 et seq.

I hereby certify on this 21 day of AUG, 2023 that one of the below is correct:

<input checked="" type="checkbox"/>	The governing body of this city or county has by ordinance or order authorized the sale of <i>mixed beverages</i> between midnight and 2:00 A.M.;
<input type="checkbox"/>	OR
<input type="checkbox"/>	The governing body of this city or county has by ordinance or order authorized the sale of <i>malt beverage</i> between midnight and _____ A.M.;
<input type="checkbox"/>	OR
<input type="checkbox"/>	The population of the city or county where premises are located was 500,000 or more according to the 24 th Decennial Census of the United States as released by the Bureau of the Census on April 1, 2020;
<input type="checkbox"/>	OR
<input type="checkbox"/>	The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2020).

SIGN

HERE _____ County Clerk JOHN WARREN _____ County Dallas

DEPUTY

SEAL

BDA245-000

Trade Name: Coba Dallas

Location Address: 1711 Botham Jean Blvd

City: Dallas

County: Dallas

**Publisher's Affidavit for All Applicants Except BN, DS, S
TX Alc. Bev. Code, Section 11.39 and 61.38**

Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>	
Signature of publisher or designee Sworn to and subscribed before me on this date (MM/DD/YYYY)	
Signature of Notary Public	
SEAL	

ATTACH PRINTED
COPY OF THE
NOTICE HERE

[Click here to see example of newspaper publication](#)

Comptroller of Public Accounts Certificate for All Applicants

TX Alc. Bev. Code, Section 11.46 (b) & 61.42 (b)

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit and that none of the persons making this application are indebted to the State of Texas.

Sales Tax Permit Number 32088990125 Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____ **FIELD OFFICE** _____ **SEAL**

FILE NUMBER: BDA245-025(CJ)

BUILDING OFFICIAL'S REPORT: Application of Sameet Madhani represented by Neeraj Kumar for **(1)** a variance to the rear-yard setback regulations; **(2)** a variance to the off-street parking regulations; and **(3)** a variance to the side-yard setback regulations at **4519 Cabell Drive**. This property is more fully described as Block 6/1597, Lot 6, and is zoned MF-2(A), which requires a rear yard setback of 10-feet, requires guest parking to be provided, and requires a side yard setback of 10-feet. The applicant proposes to construct and/or maintain a multifamily residential structure and provide a 4-foot 6-inch rear-yard setback, which will require **(1)** a 5-foot 6-inch variance to the rear-yard setback regulations, and to construct and/or maintain a residential multifamily structure and provide zero of the required 2-guest parking spaces, which will require **(2)** a 2-parking space variance to the required off-street parking regulations, and to construct and/or maintain a multifamily residential structure and provide a 5-foot side-yard setback, which will require **(3)** a 5-foot variance to the side-yard setback regulations.

LOCATION: 4519 Cabell Drive

APPLICANT: Sameet Madhani

REPRESENTATIVE: Neeraj Kumar

REQUEST:

- (1) A request for a variance to the rear-yard setback regulations;
- (2) A request for a variance to the off-street parking regulations; and
- (3) A request for a variance to the side-yard setback regulations.

STANDARDS OF REVIEW FOR A VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the board has the power to grant variances from the front yard, **side yard, rear yard**, lot width, lot depth, lot coverage, floor area for structures accessory to single-family uses, height, minimum sidewalks, **off-street parking** or off-street loading, or landscape regulations provided that the variance is:

- (A) **not contrary to the public interest** when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- (B) **necessary to permit development of a specific parcel of land** that differs from other parcels of land by being of such a restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- (C) **not granted to relieve a self-created or personal hardship**, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code § 51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

STAFF RECOMMENDATION:

1. Variance (1) to the **Rear Yard Setback** regulations

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest as no letters of opposition were received before case reports were finalized and submitted.
- B. The subject site is not sloped or irregularly shaped but the proposed 20-foot wide driveway restricts the size of the lot substantially and decreases the developable area of the lot to less than the standard minimum (1,200 square feet for 2 bedrooms); therefore, the property cannot be developed in a manner commensurate with development upon other parcels of land in the same zoning.
- C. Is not a self-created or personal hardship.

2. Variance (2) to the **Off-Street Parking** regulations

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest as no letters of opposition were received before case reports were finalized and submitted.
- B. The subject site is not sloped or irregularly shaped but the proposed 20-foot wide driveway restricts the size of the lot substantially and decreases the developable area of the lot to less than the standard minimum (1,200 square feet for 2 bedrooms); therefore, the property cannot be developed in a manner commensurate with development upon other parcels of land in the same zoning.
- C. Is not a self-created or personal hardship.

3. Variance (3) to the **Side Yard Setback** regulations

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest as no letters of opposition were received before case reports were finalized and submitted.
- B. The subject site is not sloped or irregularly shaped but the proposed 20-foot wide driveway restricts the size of the lot substantially and decreases the developable area of the lot to less than the standard minimum (1,200 square feet for 2 bedrooms); therefore, the property cannot be developed in a manner commensurate with development upon other parcels of land in the same zoning.
- C. Is not a self-created or personal hardship.

BACKGROUND INFORMATION:

BDA History:

- No BDA history found at 4519 Cabell Drive in the last 5 years.

Square Footage:

- This lot contains 7,840.8 of square feet.
- This lot is zoned MF-2(A), the minimum lot area per dwelling unit is as follows:
 - No separate bedroom - 800 square feet.
 - One bedroom - 1,000 square feet
 - Two bedrooms - 1,200 square feet
 - More than two bedrooms - add 150 square feet for each additional room

Zoning:

Site: MF-2(A) (Multi-Family District)
North: MF-2(A) (Multi-Family District)
East: MF-2(A) (Multi-Family District)
South: MF-2(A) (Multi-Family District)
West: MF-2(A) (Multi-Family District)

Land Use:

The subject site and surrounding properties to the north, south, east, and west are developed with uses permissible in the MF-2(A) zoning district.

GENERAL FACTS/STAFF ANALYSIS:

- The application of Sameet Madhani for the property located at 4519 Cabell Drive focuses on 3 requests relating to rear yard setback regulations, the off-street parking regulations, and the side yard setback regulations.
- The applicant proposes to construct and/or maintain a single-family residential structure and provide a 4-foot 6-inch rear-yard setback, which will require a 5-foot 6-inch variance

to the rear-yard setback regulations; MF-2(A) zoning district requires a 10-foot rear yard setback for multi-family residential structures.

- Secondly, the applicant is proposing to construct a residential multifamily structure and provide zero of the required 2-guest parking spaces.
- Lastly, the applicant proposes to construct and/or maintain a single-family residential structure and provide a 5-foot side-yard setback, which will require a 5-foot variance to the rear-yard setback regulations; MF-2(A) zoning district requires a 10-foot side yard setback for multi-family residential structures.
- The subject site is vacant; properties to the north, south, east, and west are all developed with multi-family residential structures.
- The subject site is a mid-block lot and has single street frontage along Cabell Drive.
- Per the site plan, the applicant is proposing to construct and maintain a multifamily residential structure that houses 6 units.
- Each of the proposed 6 units estimate at 1,561 square feet and have 2 bedrooms with 3 levels.
- The site plan also proposes a 20-foot wide driveway along the east side of the subject site.
- It is imperative to note that the subject site is approximately 50-feet wide and 158-feet deep.

The applicant has the burden of proof in establishing the following:

- That granting the variance(s) will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- The variance(s) is/are necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- The variance(s) would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

The board may also consider Dallas Development Code **§ 51A-3.102(d)(10)(b)**, formerly known as **HB 1475** as grounds to determine whether compliance with the ordinance as applied to a structure that is the subject of the appeal would result in unnecessary hardship:

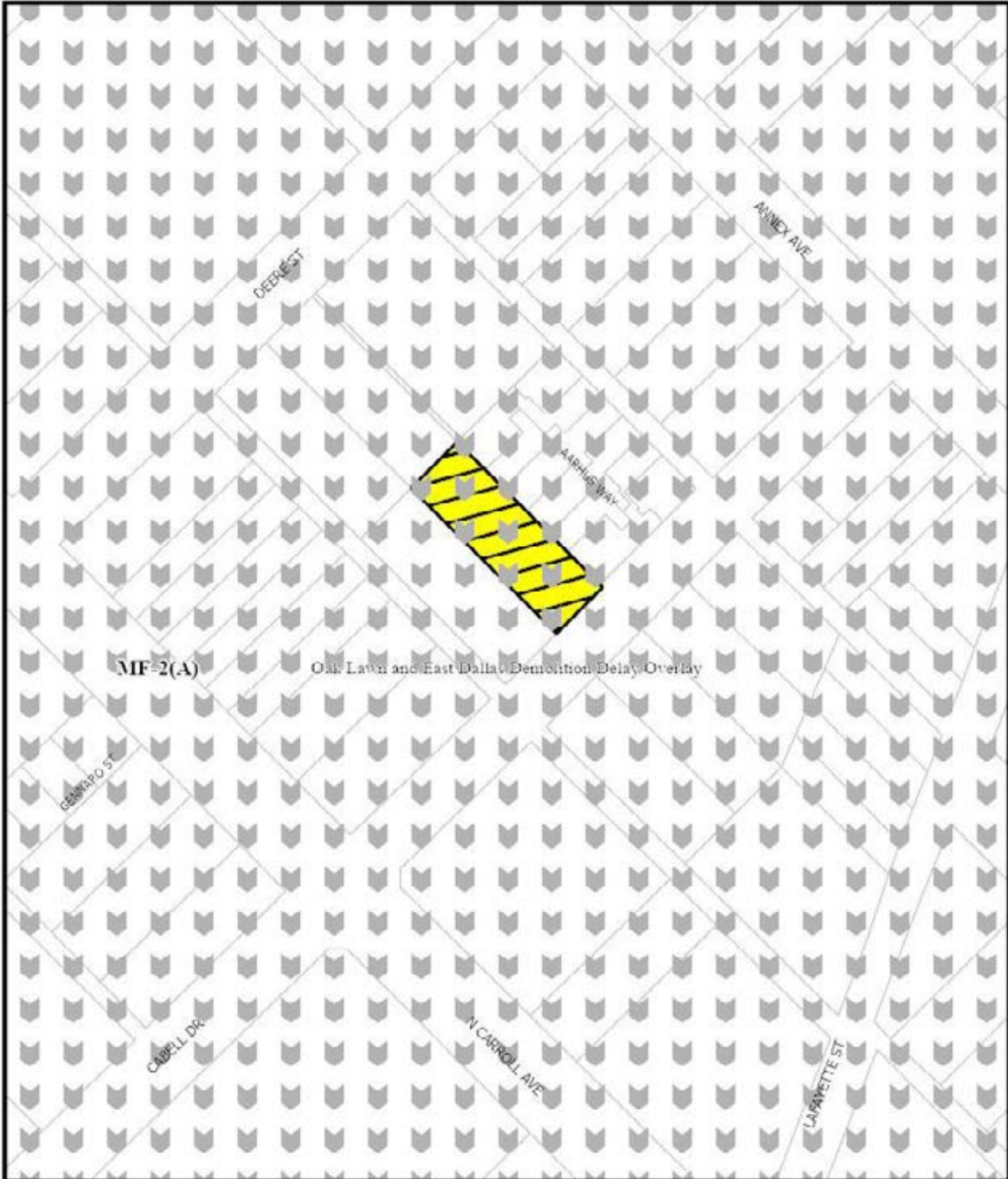
- (a) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 (Submission of Rolls to Taxing Units), Tax Code.
- (b) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (c) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.

- (d) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
 - (e) the municipality considers the structure to be a nonconforming structure.
- Granting the proposed variance(s) below, with a condition that the applicant complies with the submitted site plan, would require the proposal to be constructed as shown on the submitted documents.
 - 5-foot 6-inch variance to the rear yard setback regulations.
 - 2-parking space variance to the off-street parking regulations.
 - 5-foot variance to the side yard setback regulations.
 - 200' Radius Video: [BDA245-025 at 4519 Cabell Drive](#)

Timeline:

- December 23, 2024: The applicant submitted an “Application/Appeal to the Board of Adjustment” and related documents which have been included as part of this case report.
- January 3, 2025: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **B**.
- January 27, 2025: The Planning and Development Senior Planner emailed the applicant the following information:
- an attachment that provided the hearing date and panel that will consider the application; the January 31, 2025, deadline to submit additional evidence for staff to factor into their analysis ;and February 7, 2025, deadline to submit additional evidence to be incorporated into the board’s docket materials.
 - the criteria/standard that the board will use in their decision to approve or deny the request; and
 - the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.
- January 30, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the February public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.







1:1,200

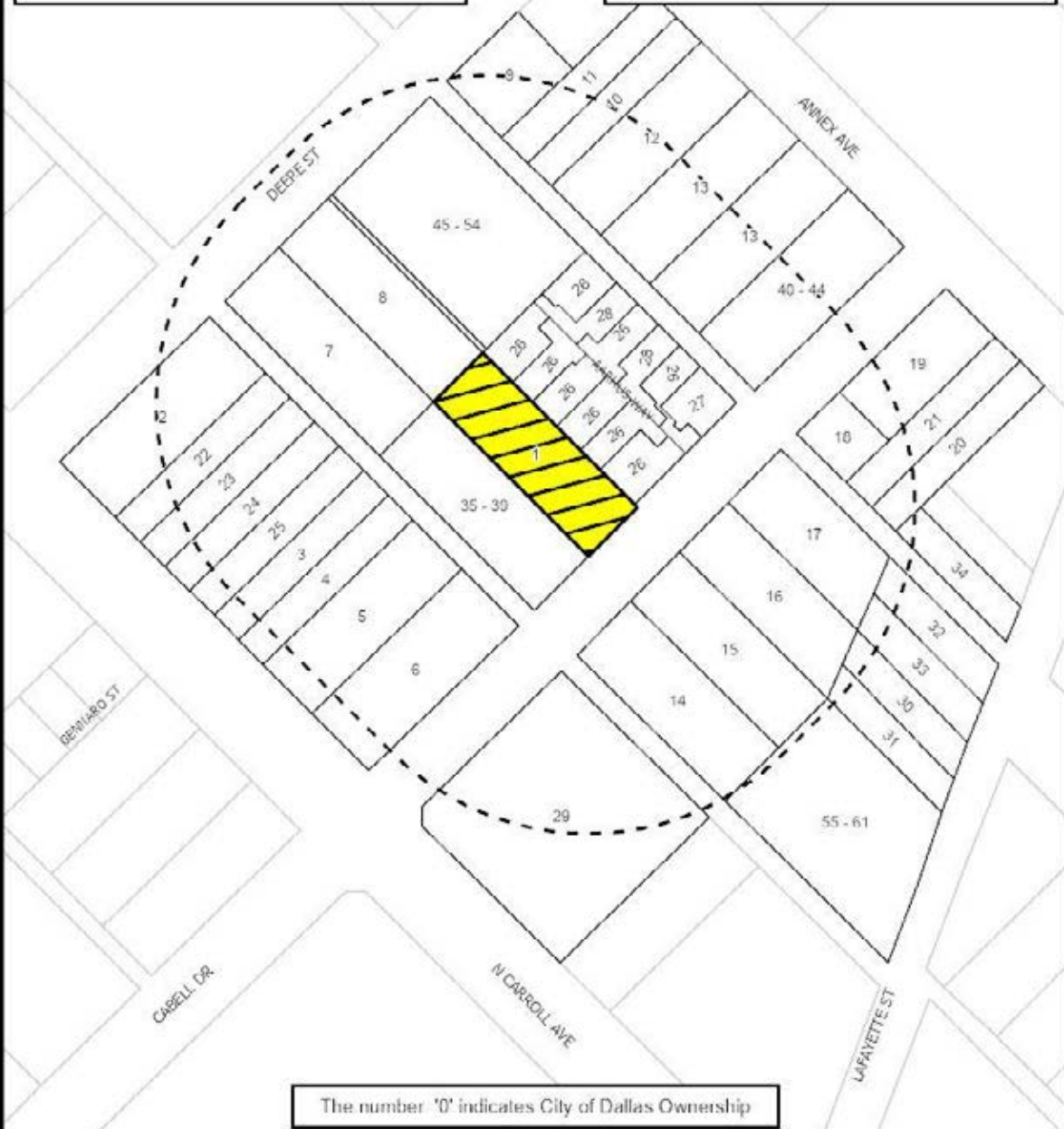
ZONING MAP

Case no: BDA245-025

Date: 01/28/2025


The area of request is hatched . Notification is sent to all property owners within the notification buffer area (shown by the dashed circle). Your property is not being rezoned if you are outside of the hatched area. If your property is not within the hatched area, you are receiving this notice only to let you know of the request.


El área de solicitud está sombreada . La notificación se envía a todos los propietarios dentro del área de notificación (que se muestra con un círculo discontinuo). Su propiedad no será rezonificada si está fuera del área sombreada. Si su propiedad no está dentro del área sombreada, recibió este aviso solo para informarle sobre la solicitud.



The number '0' indicates City of Dallas Ownership

 1:1,200	<h2>NOTIFICATION</h2>	Case no: BDA245-025
	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">200'</div> <div>AREA OF NOTIFICATION</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">61</div> <div>NUMBER OF PROPERTY OWNERS NOTIFIED</div> </div>	Date: 1/28/2025

The area of request is hatched . Notification is sent to all property owners within the notification buffer area (shown by the dashed circle). Your property is not being recorded if you are outside of the hatched area. If your property is not within the hatched area, you are receiving this notice only to let you know of the request.

El área de solicitud está sombreada . La notificación se envía a todos los propietarios dentro del área de notificación (que se muestra con un círculo discontinuo). Su propiedad no será le condeada si está fuera del área sombreada. Si su propiedad no está dentro del área sombreada, recibió este aviso solo para informarle sobre la solicitud.



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 1:1,200	NOTIFICATION		Case no: BDA245-025
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1
01/28/2025

Notification List of Property Owners

BDA245-025

61 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	4519 CABELL DR	4519 CABELL LLC
2	2222 N CARROLL AVE	HOUSING AUTHORITY OF THE CITY OF DALLAS
3	2210 N CARROLL AVE	VALDEMAR ISRAEL JR & DIANA C
4	2208 N CARROLL AVE	BUTCHER KALE NOLAN
5	2206 N CARROLL AVE	RAMIREZ JOSE F
6	2202 N CARROLL AVE	2202 N CARROLL LLC
7	4516 DEERE ST	CHAVEZ ESPERANZA
8	4518 DEERE ST	GONZALEZ DARIO
9	4532 DEERE ST	LOWERY CARL WESLEY
10	2217 ANNEX AVE	KIMBERLIE KAREN BECKER WAKE
11	2219 ANNEX AVE	BALLAS CARY
12	2215 ANNEX AVE	GONZALEZ PANTALEON &
13	2209 ANNEX AVE	SOLIDALLAS PROPERTIES INC
14	4514 CABELL DR	HEIRISE LLC SERIES B
15	4520 CABELL DR	CABELL TOWNHOMES II LLC
16	4526 CABELL DR	CABELL TOWNHOMES 11 LLC
17	4528 CABELL DR	GUERRERO ROGELIO
18	4532 CABELL DR	4532 CABELL INVESTORS LLC
19	2111 ANNEX AVE	ELIZONDO ADREN
20	2105 ANNEX AVE	MITCHELL DONALD R JR
21	2107 ANNEX AVE	DUNN ALEXANDRA & SHARON
22	2218 N CARROLL AVE	CDB FIESTA LLC
23	2216 N CARROLL AVE	BUTCHER KALE
24	2214 N CARROLL AVE	MICCI BRANDON
25	2212 N CARROLL AVE	FITZGERALD JAMIE L
26	2205 AARHUS WAY	EKCH LLC

01/28/2025

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	2204 AARHUS WAY	DUNMIRE KELSEY
28	2220 AARHUS WAY	EKCH LLC
29	2124 N CARROLL AVE	THE HOUSING AUTHORITY OF
30	4525 LAFAYETTE ST	HILL JADE
31	4523 LAFAYETTE ST	PELAYO JAZMINE
32	4529 LAFAYETTE ST	LINCK VICTOR JOHN
33	4527 LAFAYETTE ST	PASHIN JULIA
34	4537 LAFAYETTE ST	LIU SHIQI
35	4515 CABELL DR	BARON RICHARD &
36	4515 CABELL DR	COSTELLO CAMERON SCOTT
37	4515 CABELL DR	HAN BING
38	4515 CABELL DR	MEZA RIGOBERTO TORRES &
39	4515 CABELL DR	LIU YI
40	2201 ANNEX AVE	BRADY BRIAN CHRISTOPHER
41	2201 ANNEX AVE	GOEL ASHWIN KUMAR
42	2201 ANNEX AVE	JOSEPH MITHUN
43	2201 ANNEX AVE	HUNTSBERRY JASON R
44	2201 ANNEX AVE	CARO IRREVOCABLE TRUST THE
45	4522 DEERE ST	ONEAL RODNEY &
46	4522 DEERE ST	NOELL AMBER M & TODD E
47	4522 DEERE ST	IYA STEPHEN ISA
48	4522 DEERE ST	HUGHES SARAH E
49	4522 DEERE ST	TATUM PATRICK
50	4526 DEERE ST	KRUPPA BRIAN P
51	4526 DEERE ST	JB PROPERTIES & RENTALS LLC
52	4526 DEERE ST	CROWLEY COLLEEN A & THOMAS P
53	4526 DEERE ST	PATEL RAHUL
54	4526 DEERE ST	ZHAO LUCIAN &
55	4515 LAFAYETTE ST	ADAMS LARRY & MICHAEL MATHEWS
56	4515 LAFAYETTE ST	CLARK JODI L
57	4515 LAFAYETTE ST	KARLEN TIMOTHY EDWARD



1:1,200

NOTIFICATION

200' AREA OF NOTIFICATION
61 NUMBER OF PROPERTY OWNERS NOTIFIED

Case no: BDA245-025

Date: 1/28/2025

NOTICE OF PUBLIC HEARING

BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL B)

NOTICE IS HEREBY GIVEN that the BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL B) will hold a hearing as follows:

DATE: WEDNESDAY, FEBRUARY 19, 2025

BRIEFING: 10:30 a.m. via Videoconference and in 6ES, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0219>

HEARING: 1:00 p.m. via Videoconference and in 6ES, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0219>

The purpose of the hearing is to consider the following appeal(s) now pending before the Board of Adjustment.

BDA245-025(C.J) Application of Sameet Madhani represented by Neeraj Kumar for (1) a variance to the rear-yard setback regulations; (2) a variance to the off-street parking regulations; and (3) a variance to the side-yard setback regulations at 4519 CABELL DRIVE. This property is more fully described as Block 6/1597, Lot 6, and is zoned MF-2(A), which requires a rear yard setback of 10-feet, requires guest parking to be provided, and requires a side yard setback of 10-feet. The applicant proposes to construct and/or maintain a multifamily residential structure and provide a 4-foot 6-inch rear-yard setback, which will require (1) a 5-foot 6-inch variance to the rear-yard setback regulations, and to construct and/or maintain a residential multifamily structure and provide zero of the required 2-guest parking spaces, which will require (2) a 2-parking space variance to the required off-street parking regulations, and to construct and/or maintain a multifamily residential structure and provide a 5-foot side-yard setback, which will require (3) a 5-foot variance to the side-yard setback regulations.

You have received this notice because you own property within 200 feet of the above property. You may be interested in attending the Board of Adjustment hearing to express your support for or opposition to the application. You may also contact the Board of Adjustment by email to BDAREPLY@dallas.gov. Letters will be accepted until 9:00 am the day of the hearing, if you are unable to attend the hearing. If you choose to respond, it is important that you let the Board know your reasons for being in favor of or in opposition to the application. The Board members are very interested in your opinion.

Note: Any materials (such as plans, elevations, etc.) included within this notice may be subject to change.

The Board of Adjustment hearing will be held by videoconference and in 6ES at City Hall. Individuals who wish to speak in accordance with the Board of Adjustment Rules of Procedure by joining the meeting virtually, must register online at <https://bit.ly/BDA-B-Register> by the close of business Tuesday, February 18, 2025. All virtual speakers will be required to show their video in order to address the board. In Person speakers can register at the hearing. Public Affairs and Outreach will also stream the public hearing on Spectrum Cable Channel 96 or 99; and bit.ly/cityofdallastv or YouTube.com/CityofDallasCityHall

Speakers at the meeting are allowed a maximum of three minutes to address the Board.

Additional information regarding the application may be obtained by calling Cambria Jordan, Senior Planner at (214) 948-4476, or Mary Williams, Board Secretary at (214) 670-4127. Si desea información en español, favor de llamar al teléfono a Mary Williams al (214) 670-4127.

Board of Adjustment
Planning & Development Department
1500 Marilla Street 5CN Dallas TX 75201

PLEASE SEND REPLIES TO:
BDAREPLY@dallas.gov
Letters will be received until 9:00
am the day of the hearing.

PLEASE REGISTER AT:
<https://bit.ly/BDA-B-Register>



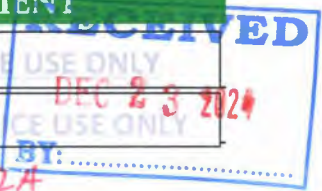
Development Services

"TOGETHER WE ARE BUILDING A SAFE AND UNITED DALLAS"

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA

245-025



Data Relative to Subject Property: _____

Date: _____

Location address: 4519 CABELL DRIVE, DALLAS, TEXAS

Zoning District: MF-2A

Lot No.: 6

Block No.: 6 / 1597

Acreage: 0.18 ACRES

Census Tract: _____

Street Frontage (in Feet): 1) 15'

2) _____

3) _____

4) _____

5) _____

To the Honorable Board of Adjustment:

Owner of Property (per Warranty Deed): 4519 CABELL LLC - Sameet Madhani

Applicant: SAMEET MADHANI

Telephone: 817.896.2446

Mailing Address: 2401 SALMON RUN LN, EULESS, TX

Zip Code: 76039

E-mail Address: sameetmadhani@gmail.com

Represented by: NEERAJ KUMAR

Telephone: 901.603.8765

Mailing Address: 2494 BUNNELS FORK ROAD, FRISCO, TX

Zip Code: 75036

E-mail Address: nkumar@designgroupmemphis.com

Affirm that an appeal has been made for a Variance 5', or Special Exception of TO ALLOW WITH THE SETBACK OF 5' AT REAR

2) 2 guest parking reduction
add. info - total # units = 6

4'6"

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to Grant the described appeal for the following reason:

A VARIANCE IS REQUESTED FOR LESS SET BACK AT THE REAR WHICH IS 5' BECAUSE HAVING 10' REAR SETBACK AND 20' DRIVEWAY WILL LEAVE BUILDING DEPTH ONLY 20'.

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared _____

SAMEET MADHANI

(Affiant/Applicant's name printed)

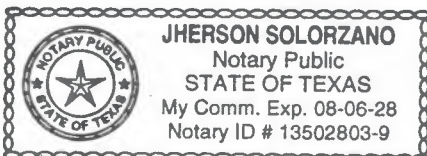
who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property

Respectfully submitted: _____

(Affiant/Applicant's signature)

Subscribed and sworn to before me this 23 day of December, 2024

Notary Public in and for Dallas County, Texas



MEMORANDUM OF
ACTION TAKEN BY THE
BOARD OF ADJUSTMENT

Date of Hearing _____

Appeal was--Granted OR Denied

Remarks _____

Chairman

Building Official's Report

I hereby certify that Sameet Madhani
represented by NEERAJ KUMAR
did submit a request for (1) a variance to the rear yard setback regulations, and for (2) a
variance to the off-street parking demand regulations, and for (3) a
variance to the side-yard setback regulations
at 4519 Cabell Drive

BDA245-025(CJ) Application of Sameet Madhani represented by Neeraj Kumar for (1) a variance to the rear-yard setback regulations; (2) a variance to the off-street parking regulations; and (3) a variance to the side-yard setback regulations at 4519 CABELL DRIVE. This property is more fully described as Block 6/1597, Lot 6, and is zoned MF-2(A), which requires a rear yard setback of 10-feet, requires guest parking to be provided, and requires a side yard setback of 10-feet. The applicant proposes to construct and/or maintain a multifamily residential structure and provide a 4-foot 6-inch rear-yard setback, which will require (1) a 5-foot 6-inch variance to the rear-yard setback regulations, and to construct and/or maintain a residential multifamily structure and provide zero of the required 2-guest parking spaces, which will require (2) a 2-parking space variance to the required off-street parking regulations, and to construct and/or maintain a multifamily residential structure and provide a 5-foot side-yard setback, which will require (3) a 5-foot variance to the side-yard setback regulations.

Sincerely,


M. Samuell Eskander, PE



Appeal number: BDA 245-025

I, 4519 Cabell LLC (SAMEET MADHANI), Owner of the subject property
(Owner or "Grantor" of property as it appears on the Warranty Deed)

at: 4519 CABELL DRIVE DALLAS TEXAS
(Address of property as stated on application)

Authorize: Neeraj Kumar
(Applicant's name as stated on application)

To pursue an appeal to the City of Dallas Zoning Board of Adjustment for the following request(s)

- Variance (specify below)
- Special Exception (specify below)
- Other Appeal (specify below)

Specify: ¹⁾ A VARIANCE IS REQUESTED FOR LESS SET BACK AT THE REAR WHICH IS 5' BECAUSE HAVING 10' REAR SETBACK AND 20' DRIVEWAY WILL LEAVE BUILDING DEPTH ONLY 20' 2) 2 guest parking reduction

SAMEET MADHANI
Print name of property owner or registered agent

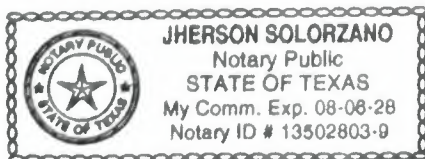
[Signature]
Signature of property owner or registered agent

agent Date 11/18/24

Before me, the undersigned, on this day personally appeared Sameet Madhani

Who on his/her oath certifies that the above statements are true and correct to his/her best

knowledge. Subscribed and sworn to before me this 18th day of November, 2024



[Signature]
Notary Public for Dallas County, Texas

Commission expires on 8/6/28



AFFIDAVIT

Appeal number: BDA 245-025

I, 4519 Cabell LLC (SAMEET MADHANI), Owner of the subject property
(Owner or "Grantee" of property as it appears on the Warranty Deed)

at: 4519 CABELL DRIVE, DALLAS, TEXAS
(Address of property as stated on application)

Authorize: Neeraj Kumar
(Applicant's name as stated on application)

To pursue an appeal to the City of Dallas Zoning Board of Adjustment for the following request(s)

- Variance (specify below)
- Special Exception (specify below)
- Other Appeal (specify below)

Specify: ¹⁾ A VARIANCE IS REQUESTED FOR LESS SET BACK AT THE REAR WHICH IS 5' BECAUSE HAVING 10' REAR SETBACK AND 20' DRIVEWAY WILL LEAVE BUILDING DEPTH ONLY 20'. ²⁾ 2 guest parking

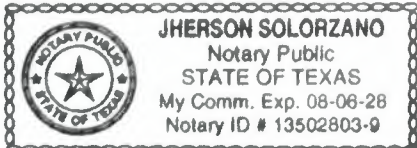
SAMEET MADHANI
Print name of property owner or registered agent
agent Date 11/18/24

[Signature]
Signature of property owner or registered

reduction

Before me, the undersigned, on this day personally appeared Sameet Madhani

Who on his/her oath certifies that the above statements are true and correct to his/her best knowledge. Subscribed and sworn to before me this 18th day of November, 2024



[Signature]
Commission expires on 8/6/28

MAP OF ELK HILL ADDITION

to the city of Dallas, Texas. By Jno. R. West Jr. Surveyor of Dallas County Texas.
Scale 200'-1"



THE STATE OF TEXAS |
COUNTY OF DALLAS |

KNOW ALL MEN BY THESE PRESENTS, that we, Mrs Sarah F. Jones and F. M. Dannelly of said County and State aforesaid do hereby adopt the within Map as a true and correct representation of the Elk Hill Addition to the City of Dallas Texas and hereby dedicate for the use and benefit of the public forever the streets and alleys shown therein reserving unto ourselves and our assigns all rights to construct street railways, sewer, water and gas mains, and electric light and telephone lines over and through the Streets and Alleys on our respective portions of said Addition.

WITNESS our hands this 31st day of May, 1905.

Mrs. S. F. Jones
F. M. Dannelly.

THE STATE OF TEXAS |
COUNTY OF DALLAS |

Before me, A. F. Jones a Notary Public in and for Dallas County in the State of Texas, on this day personally appeared Mrs. S.F. Jones and F.M. Dannelly known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 8th day of June, 1905.

(L S)

A. F. Jones, Notary Public, Dallas County, Texas.

I hereby certify that the foregoing map and deed of dedication was filed in my office for record August 19th 1905, at 12:55 o'clock P. M. and was duly recorded August 23, 1905.

Frank R. Shanks, County Clerk, of Dallas County, Texas.

By D. C. Whiteley, Deputy.

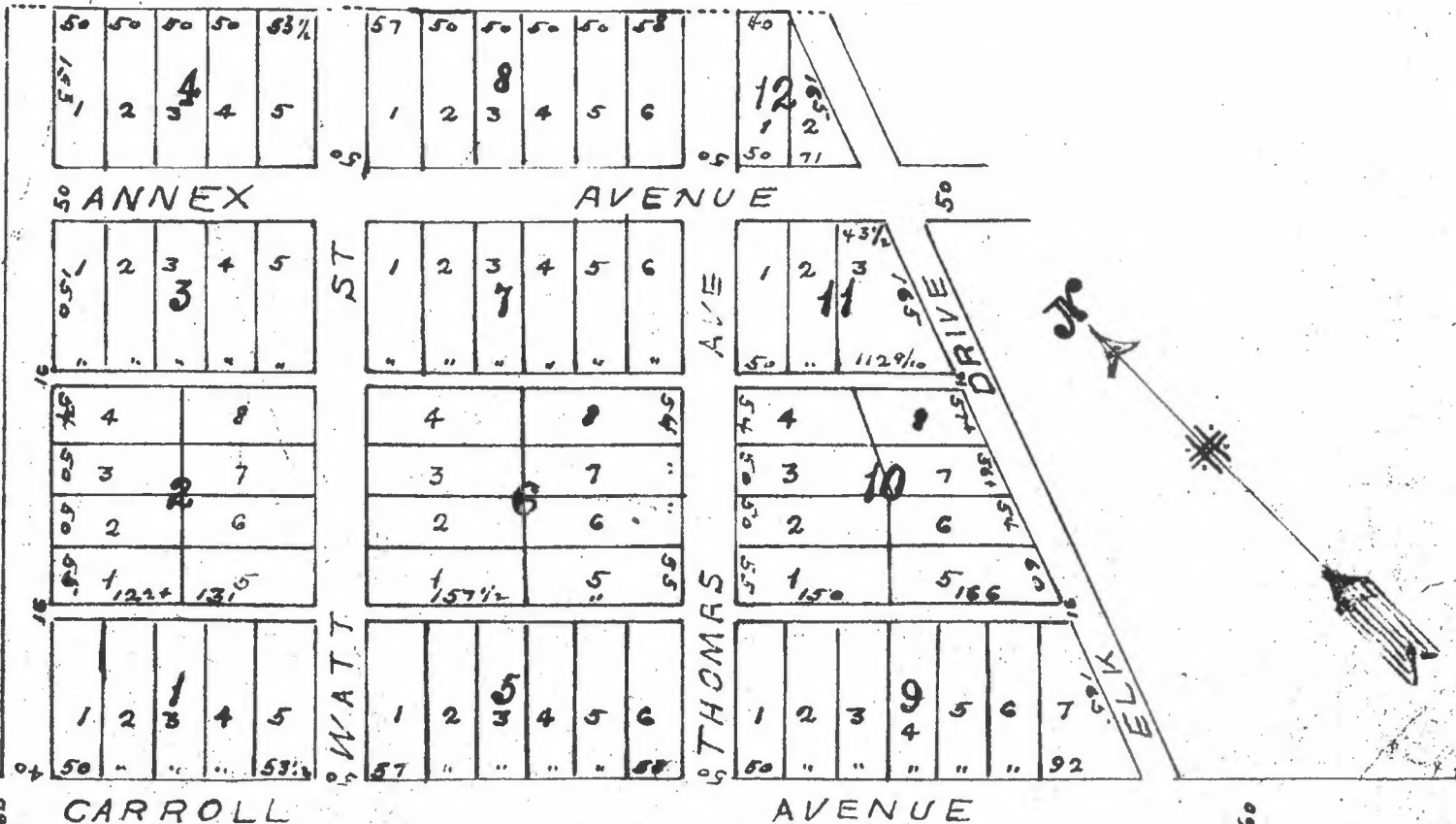


BDA245-025

ELK HILL ADDITION

TO THE CITY OF DALLAS TEXAS

FILED AUGUST 19, 1905. RECORDED VOL "1" PAGE 85



Scale 200' = 1"

SHIPPED DATE: 8-2-90 RECEIVED DATE: 7-11-90

CITY OF DALLAS PLAT BOOKS

ANNEXED SURVEY: J. GRIGSBY ORD. NO. ABST. 495

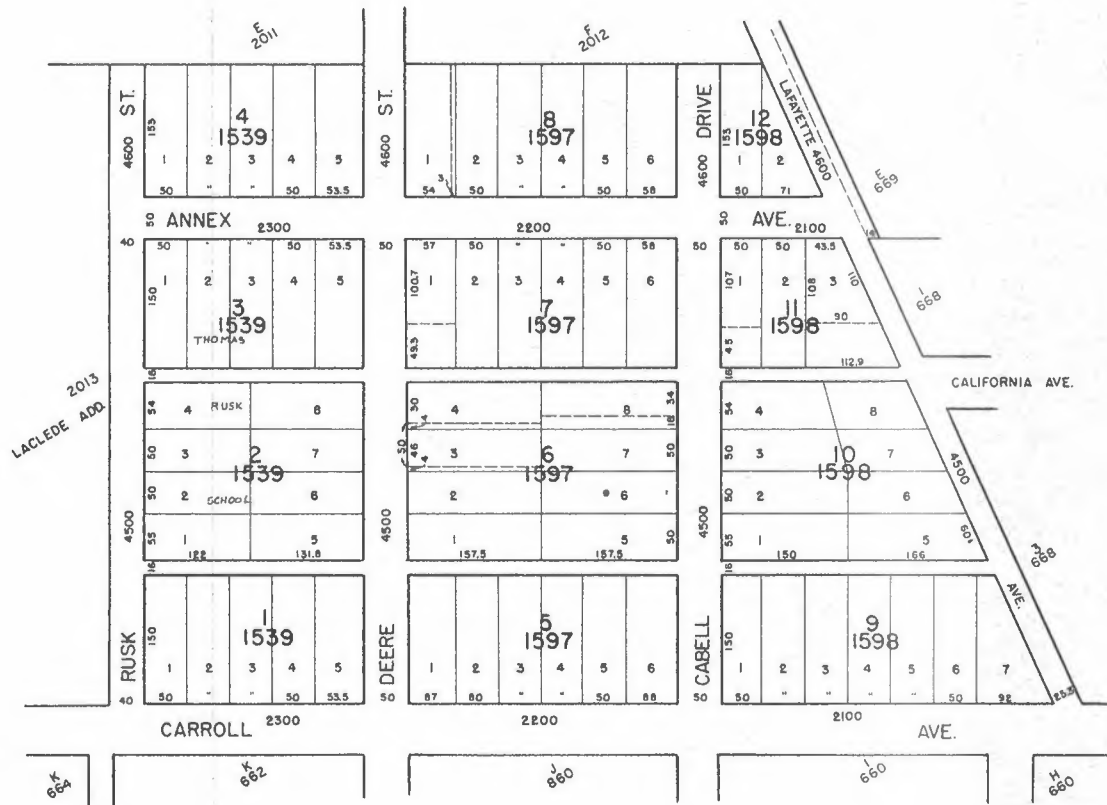
ADDITION: ELK HILL

BLOCKS: 1-4, 5-8, 9-12
1539, 1597, 1598

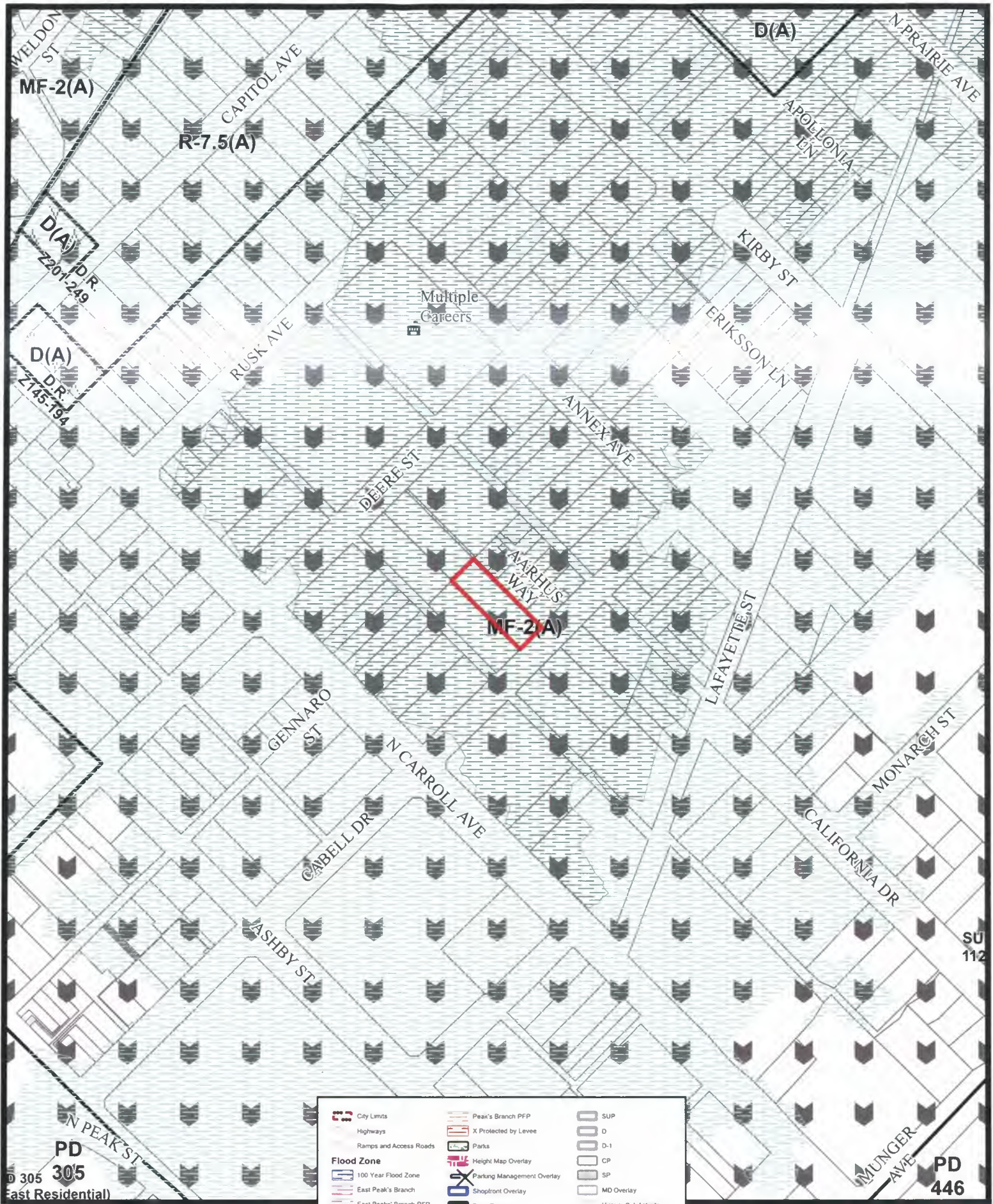
SCALE: 100 FT. EQUALS 1 INCH

SCHOOL DISTRICT: DALLAS

70



BDA245-025



PD 305
East Residential

PD 446

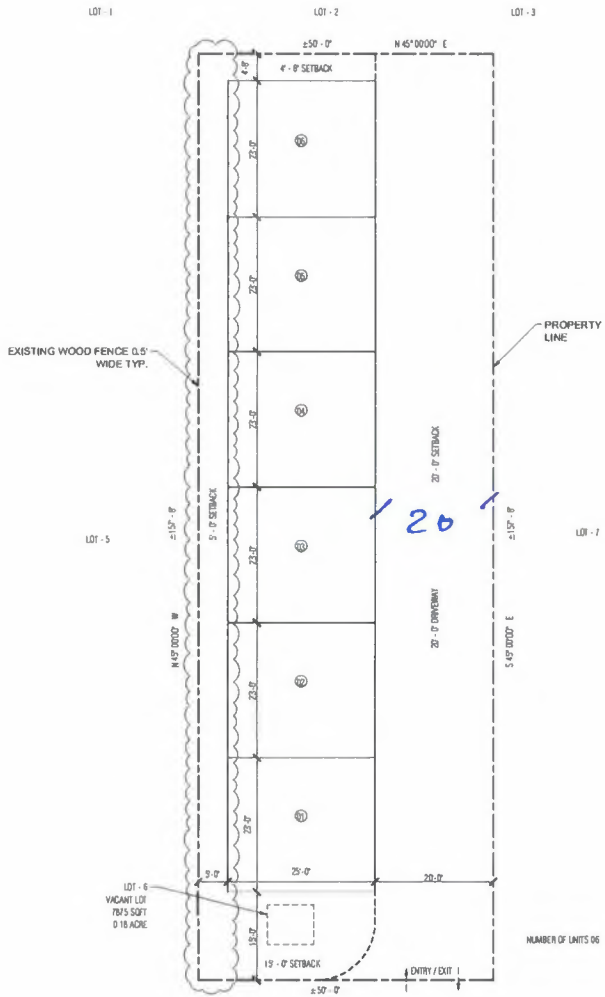
	City Limits		Peak's Branch PFP		SUP
	Highways		X Protected by Levee		D
	Ramps and Access Roads		Parks		D-1
	Flood Zone		Height Map Overlay		CP
	100 Year Flood Zone		Parking Management Overlay		SP
	East Peak's Branch		Shopfront Overlay		MD Overlay
	East Peak's Branch PFP		Base Zoning		Historic Subdistricts
	Floodway		PD193 Oak Lawn		Historic Overlay
	Mill Creek		Dallas Environmental Corridors		CD Subdistricts
	Mill Creek PFP		DDO Overlay		PD Subdistricts
	Peak's Branch		Deer Restrictions		NSO Subdistricts



1:2,400

Case ID: **BD245-025**
Printed: 12/13/2024

1A SITE PLAN
SCALE 1" = 10'



S#	NO	SIZE OF UNITS	AREA
01		25 FT X 23 FT	S/S SQ FT
02		25 FT X 23 FT	S/S SQ FT
03		25 FT X 23 FT	S/S SQ FT
04		25 FT X 23 FT	S/S SQ FT
05		25 FT X 23 FT	S/S SQ FT
06		25 FT X 23 FT	S/S SQ FT
TOTAL NUMBER OF UNITS -		6	

2A AREA CALCULATION OF UNITS

DESIGN GROUP LLC
 2484 BLANCKE C. FORK ROAD
 FORT WORTH, TX 76106
 Telephone: 301.603.8765
 E-Mail: n.lumora@designgroupmemphis.com

DALLAS TOWNHOMES
 4519 CABELL DRIVE,
 DALLAS, TEXAS

VARIANCE

NO	DATE	NAME / SIGNATURE
01	06/11/2024	PRELIMINARY SITE PLAN
02	11/15/2024	VARIANCE

SITE PLAN

DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

A100

FD0245-025

EMPHIS-025

A301

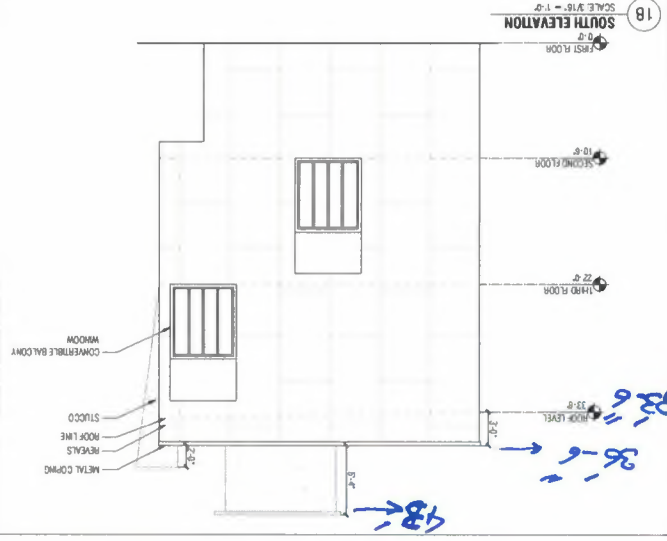
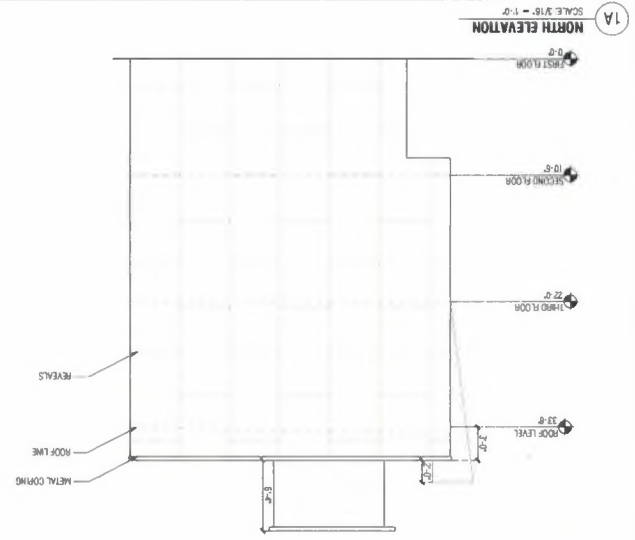
DATE	11/13/2014	PROJECT	VARIANCE
BY	REVISION	DESCRIPTION	
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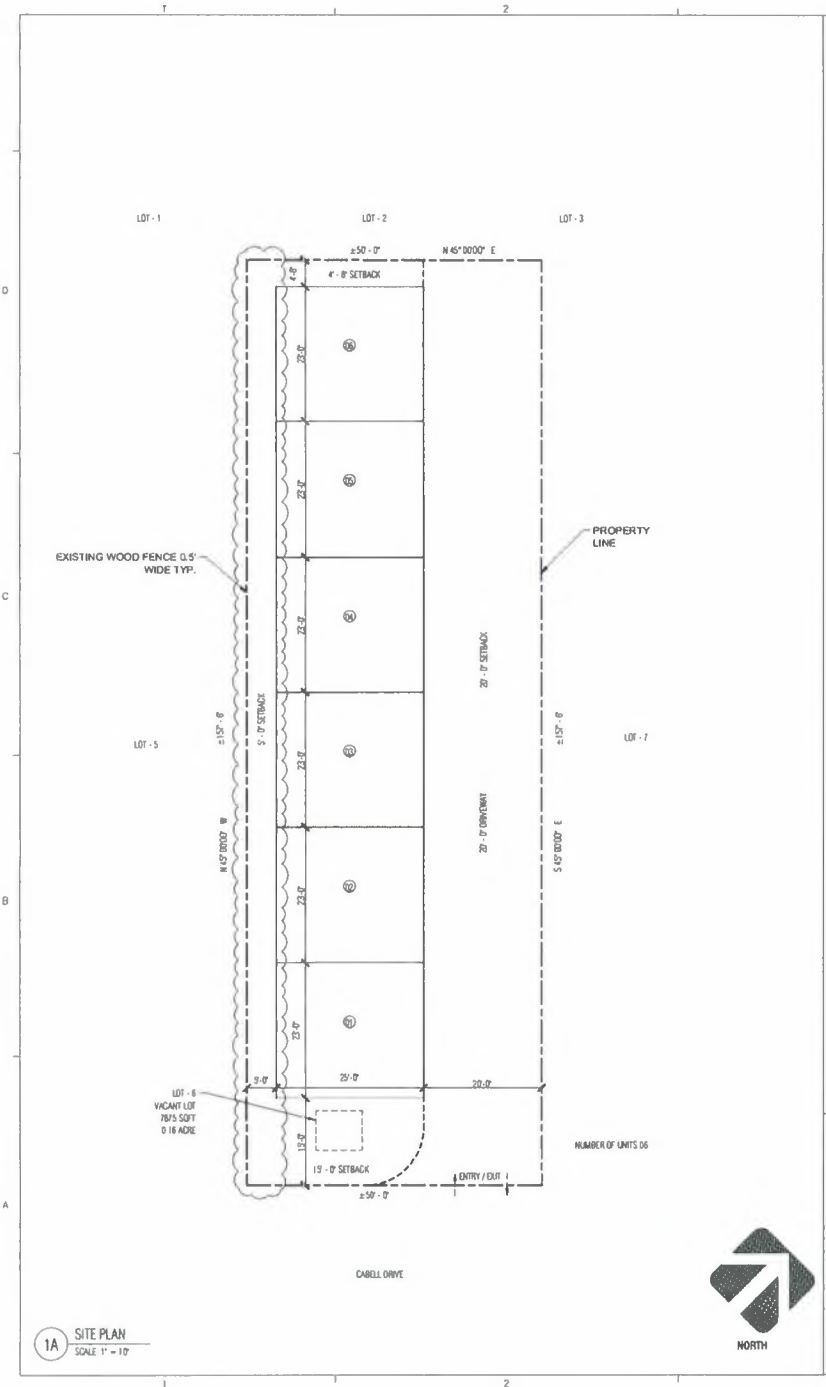
EXTERIOR ELEVATIONS

VARIANCE

DALLAS TOWNHOMES
4519 CABELL DRIVE,
DALLAS, TEXAS

DESIGN GROUP LLC
2494 BUNNELL'S FORK ROAD
TRISTON, TX 75036
Telephone: 501.803.8755
E-Mail: rkumar@designgroupmemphis.com





1A SITE PLAN
SCALE 1" = 10'



2A AREA CALCULATION OF UNITS

FD245-02S

DESIGN GROUP LLC
2494 BONNELLS FORK ROAD
FISCO, TX 75040
Telephone: 301.603.8765
E-Mail: niumor@designgroupmemphis.com

DALLAS TOWNHOMES
4519 CABELL DRIVE,
DALLAS, TEXAS

VARIANCE

NO.	DATE	REVISION
01	08/15/2024	PRELIMINARY SEE PLAN
02	11/20/2024	VARIANCE

DRAWING NAME
SITE PLAN

DRAWN BY: Yuhua
CHECKED BY:
APPROVED BY:

DRAWING NUMBER
A100

DESIGN GROUP LLC

2424 BUNNELL DRIVE, PHASE 1
 PLEASANTON, TEXAS 75075
 Telephone: 281.633.8888

E-Mail: humar.Boas@designgroupllc.com

DALLAS TOWNHOMES

4519 CABELL DRIVE,
 DALLAS, TEXAS

VARIANCE

NO.	DATE	ISSUE/REVISION
01	05/24/24	PRELIMINARY ELEVATIONS
02	11/02/24	VARIANCE
03	12/03/24	SEE PLAN SET

DRAWING NAME
EXTERIOR ELEVATIONS

DRAWN BY: vshah
 CHECKED BY:
 APPROVED BY:

DRAWING NUMBER
A300

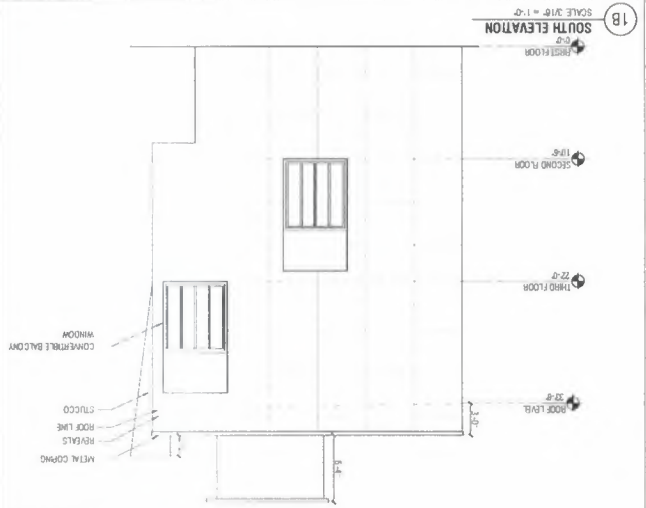
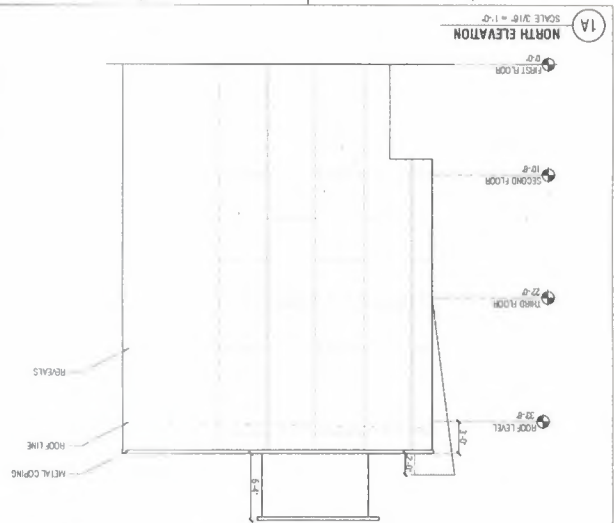


1B WEST ELEVATION
 SCALE: 3/16" = 1'-0"



1A EAST ELEVATION
 SCALE: 3/16" = 1'-0"

BOARD 245-025



BDA245-025

A301

DESIGNED BY
EXTERIOR ELEVATIONS

VARIANCE

DALLAS TOWNHOMES
4519 CABELL DRIVE,
DALLAS, TEXAS

DESIGN GROUP LLC

2104 BUNN'S FORK ROAD
Frisco, TX 75035
Telephone: 972.503.8765

E-mail: rsuarez@designgroupempire.com

DESIGN GROUP LLC
 2494 BUNNELS FORK ROAD
 FRISCO, TX 75036
 Telephone: 907.603.8785
 E-Mail: nkhumar@designgroupmemphis.com

DALLAS TOWNHOMES
 4519 CABELL DRIVE,
 DALLAS, TEXAS

VARIANCE

NO. DATE ISSUE/REVISION
 01 09/29/2024 PERMITS/PLAN DRAWING
 02 11/20/2024 VARIANCE

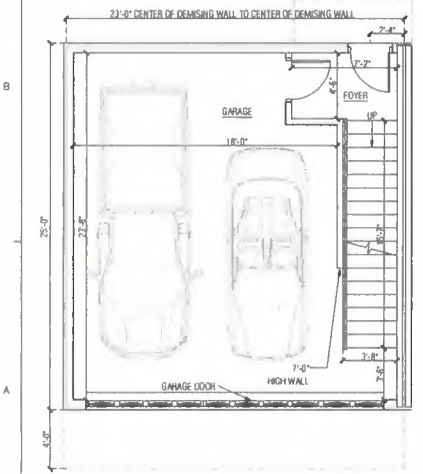
DRAWING NAME
**FIRST, SECOND AND
 THIRD FLOOR PLAN**

DRAWN BY: VAM/WH
 CHECKED BY:
 APPROVED BY:
 DRAWING NUMBER:

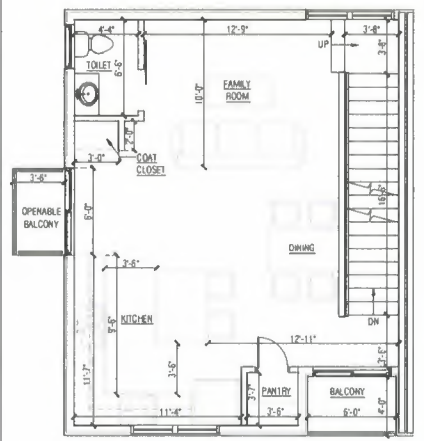
A101



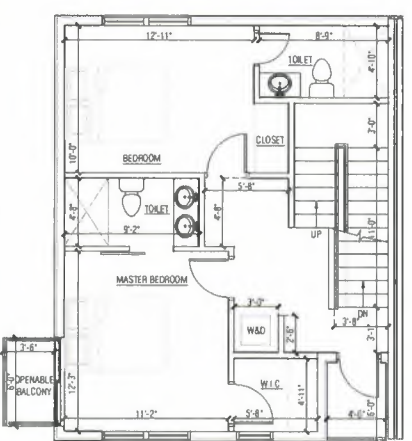
FIRST FLOOR AREA	SECOND FLOOR AREA	THIRD FLOOR AREA
HEATED AREA : 90 SQ. FT	HEATED AREA : 480 SQ. FT	HEATED AREA : 483 SQ. FT
UNHEATED AREA : 509 SQ. FT	UNHEATED AREA : 45 SQ. FT	UNHEATED AREA : 42 SQ. FT
GARAGE : 421 SQ. FT FRONT PORCH : 88 SQ. FT	BALCONY : 45 SQ. FT	BALCONY : 42 SQ. FT
TOTAL UNDER ROOF AREA : 511 SQ. FT	TOTAL UNDER ROOF AREA : 525 SQ. FT	TOTAL UNDER ROOF AREA : 525 SQ. FT



1A FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0"



2A SECOND FLOOR PLAN
 SCALE: 1/4" = 1'-0"



3A THIRD FLOOR PLAN
 SCALE: 1/4" = 1'-0"

BODAS-025

FILE NUMBER: BDA234-155(CJ)

BUILDING OFFICIAL'S REPORT: Application of Benjamin Larthey for **(1)** a special exception to the fence height regulations, and for **(2)** a special exception to the visibility obstruction regulations at **929 Brookwood Drive**. This property is more fully described as Block 3/5982, Lot 23, and is zoned R-7.5(A), which limits the height of a fence in the front yard to 4-feet and requires a 20-foot visibility triangle at the intersection of an alley and an adjacent street curb line. The applicant proposes to construct and/or maintain an 15-foot high fence in a required front-yard, which will require **(1)** an 11-foot special exception to the fence height regulations, and to construct and/or maintain a single-family residential fence structure in a required visibility obstruction triangle at an alley and Brookwood Drive, which will require **(2)** a special exception to the visibility obstruction regulations at the intersection of an alley and street.

LOCATION: 929 Brookwood Drive

APPLICANT: Benjamin Larthey

REQUEST:

- (1) A request for a special exception to the fence height regulations; and
- (2) A special exception to the 20-foot visibility obstruction regulations at the intersection of an alley and street.

STANDARD OF REVIEW FOR A SPECIAL EXCEPTION TO FENCE HEIGHT STANDARD REGULATIONS:

Section 51A-4.602(a)(11) of the Dallas Development Code states that the board may grant a special exception to the fence standard regulations when in the opinion of the board, **the special exception will not adversely affect neighboring property.**

STANDARD OF REVIEW FOR A SPECIAL EXCEPTION TO VISUAL OBSTRUCTION REGULATIONS:

Section 51A-4.602(d)(3) of the Dallas Development Code states that the board may grant a special exception to the visual obstruction regulations when in the opinion of the board, **the special exception will not constitute a traffic hazard.**

STAFF RECOMMENDATION:

Special Exceptions (2):

No staff recommendation is made on these requests.

BACKGROUND INFORMATION:

BDA History:

- BDA234-155_FR1 was granted by Panel B on December 16, 2024

Square Footage:

- This lot contains 10,323.72 of square feet.
- This lot is zoned R-7.5(A) which has a minimum lot size of 7,500 square feet.

Zoning:

<u>Site:</u>	R-7.5(A) (Single Family District)
<u>North:</u>	R-7.5(A) (Single Family District)
<u>East:</u>	R-7.5(A) (Single Family District)
<u>South:</u>	R-7.5(A) (Single Family District)
<u>West:</u>	R-7.5(A) (Single Family District)

Land Use:

The subject site is vacant and surrounding properties to the north, south, east and west are developed with single-family uses.

GENERAL FACTS/STAFF ANALYSIS:

- The application of Benjamin Lartey for the property located at 929 Brookwood Drive focuses on 2 requests relating to fence height and visual obstruction regulations.
- The applicant proposes to construct and maintain a 15-foot fence in a required front yard, which will require an 11-foot special exception to the fence height regulations.
- Secondly, the applicant is proposing to maintain a single-family residential fence structure in a required 20-foot visibility obstruction triangle, which will require a special exception to the 20-foot visibility obstruction regulations at the intersection of the alley and Brookwood Drive.
- The subject site along with properties to the north, south, east, and west are all developed with single-family homes.
- It is imperative to note that the subject site has street frontage along Brookwood Drive and the alley.
- Based upon staff's analysis of the surrounding properties, there are a few homes within the neighborhood with fences and gates in the required front yard and/or some form of vegetation serving as a screening mechanism.
- The applicant has stated that the request for the special exception has been made to help make the lot a buildable lot.
- It has been confirmed that the fence is proposed and not existing.

- The Dallas Development Code states that in all residential districts except multifamily districts, a fence may not exceed four feet above grade when located in the required front yard.
- The applicant has the burden of proof in establishing that the special exception to the fence regulations relating to height will not adversely affect the neighboring properties.
- The applicant has the burden of proof in establishing that the special exception to the fence regulations regarding visual obstruction will not constitute a traffic hazard.
- Granting the special exceptions to the fence height standards and visual obstruction regulations with a condition that the applicant complies with the submitted site plan and elevations, would require the proposal to be constructed as shown on the submitted documents.
- 200' Radius Video:

Timeline:

November 25, 2024: The applicant submitted an “Application/Appeal to the Board of Adjustment” and related documents which have been included as part of this case report.

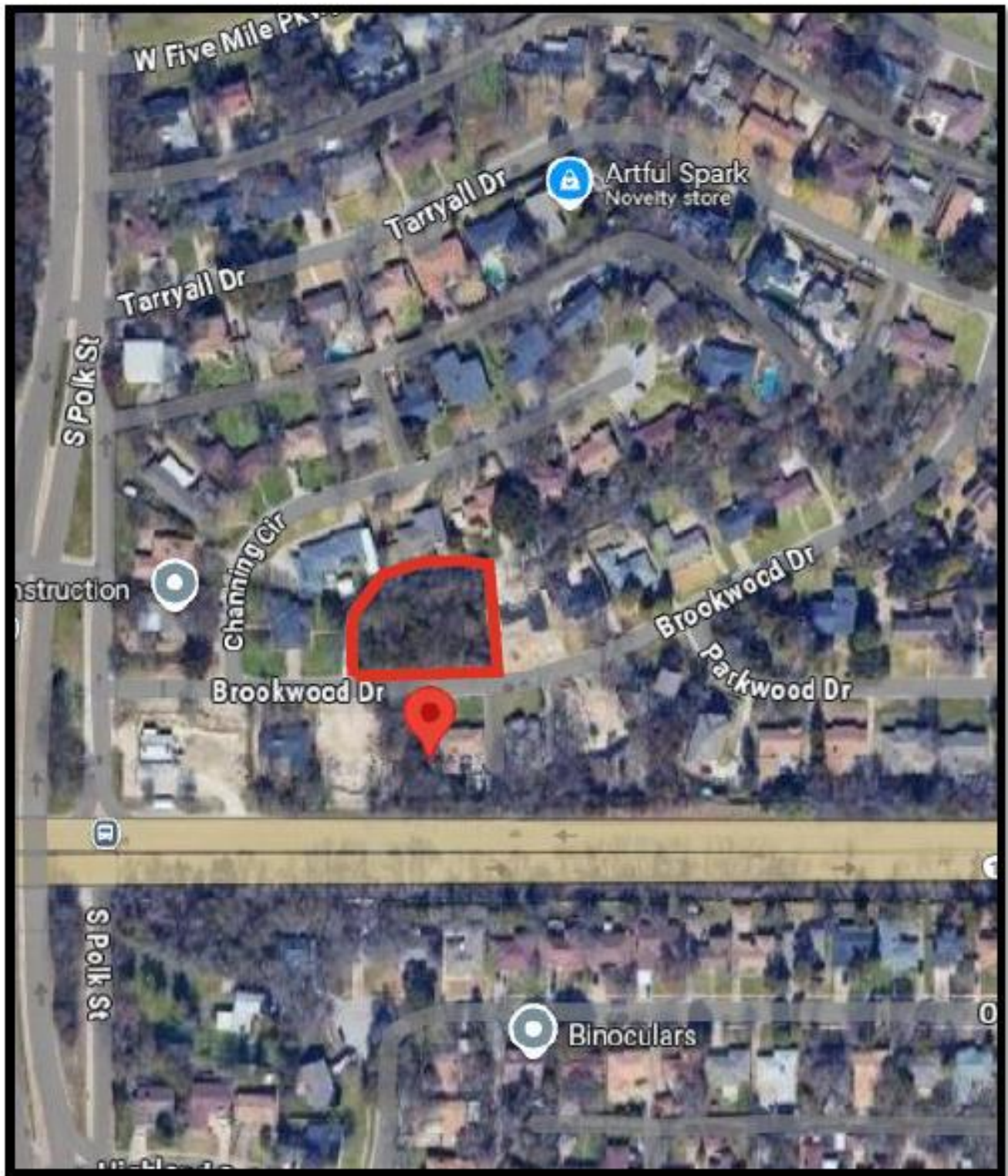
December 17, 2024: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **C in error**.

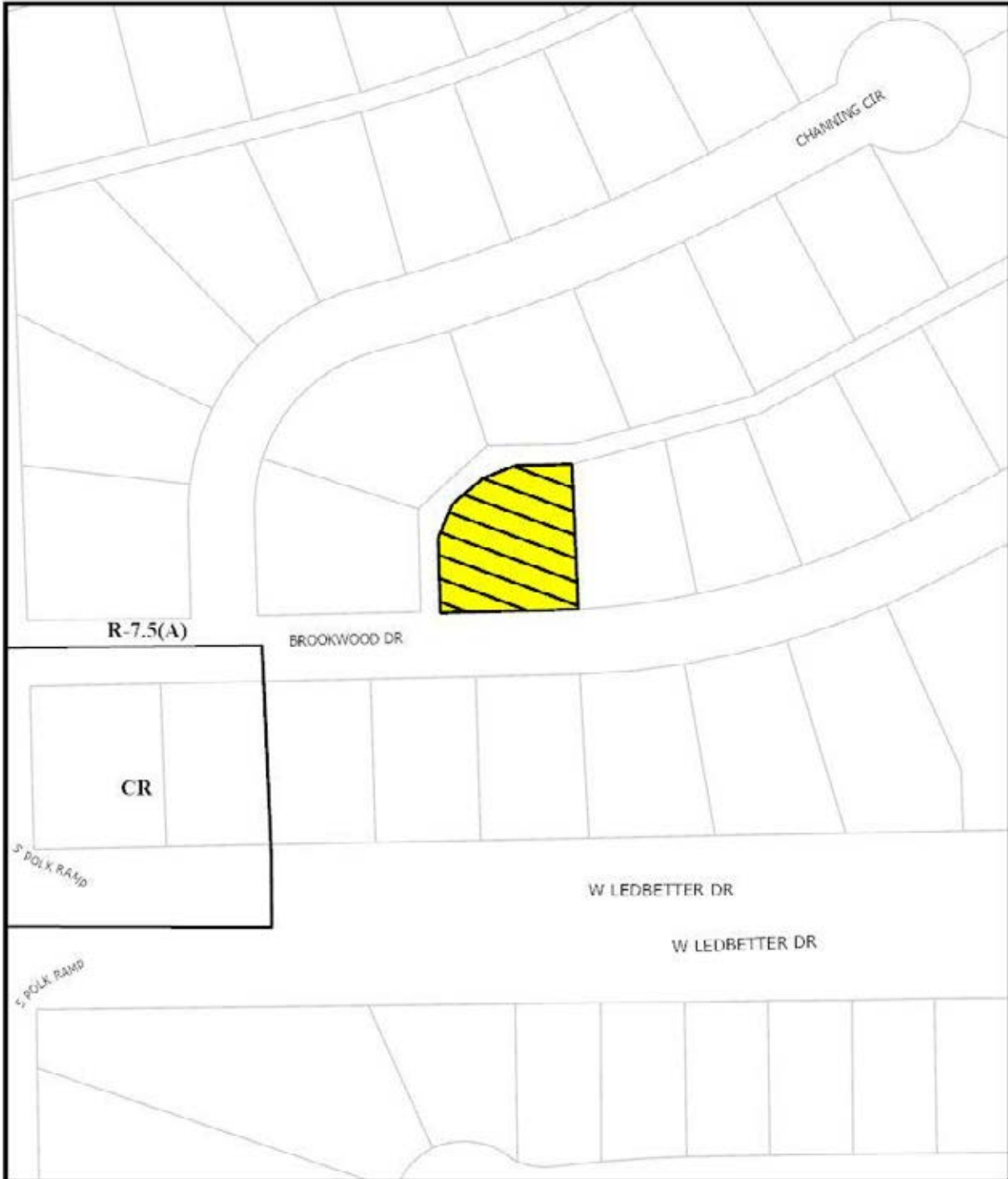
December 23, 2024: The Development Services Department Senior Planner emailed the applicant the following information:

- an attachment that provided the hearing date and panel that will consider the application; the January 2, 2025, deadline to submit additional evidence for staff to factor into their analysis ;and January 10, 2025, deadline to submit additional evidence to be incorporated into the board’s docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.


January 2, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the January public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.


- January 3, 2025 Traffic Engineering group provided comments stating that there are no objections in the event that specific conditions are met.
- January 23, 2025: The Board of Adjustment Panel **C**, at its public hearing held on Thursday, January 23, 2025, moved to HOLD this matter under advisement until February 19, 2025 to have it noticed to the correct Panel- **Panel B**.
- January 27, 2025: The Planning and Development Senior Planner emailed the applicant the following information:
- an attachment that provided the hearing date and panel that will consider the application; the January 31, 2025, deadline to submit additional evidence for staff to factor into their analysis; and February 7, 2025, deadline to submit additional evidence to be incorporated into the board's docket materials.
 - the criteria/standard that the board will use in their decision to approve or deny the request; and
 - the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.
- January 30, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the February public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.

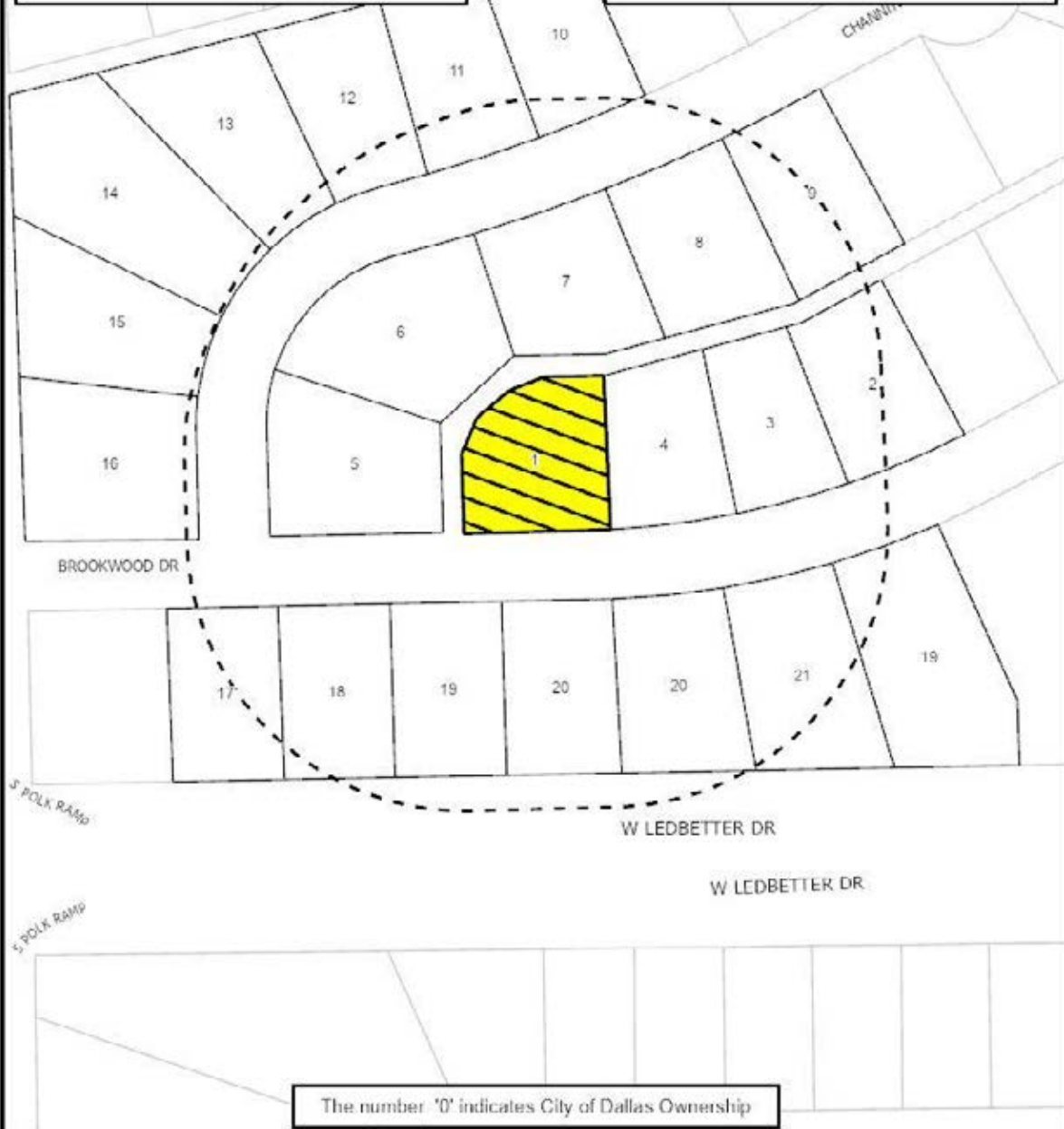




 1:1,200	<h2>ZONING MAP</h2>	Case no: <u>BDA234-155</u> Date: <u>12/19/2024</u>
--	---------------------	---

The area of request is hatched . Notification is sent to all property owners within the notification buffer area (shown by the dashed circle). Your property is not being rezoned if you are outside of the hatched area. If your property is not within the hatched area, you are receiving this notice only to let you know of the request.

El área de solicitud está sombreada . La notificación se envía a todos los propietarios dentro del área de notificación (que se muestra con un círculo discontinuo). Su propiedad no será re zonificada si está fuera del área sombreada. Si su propiedad no está dentro del área sombreada, recibió este aviso solo para informarle sobre la solicitud.



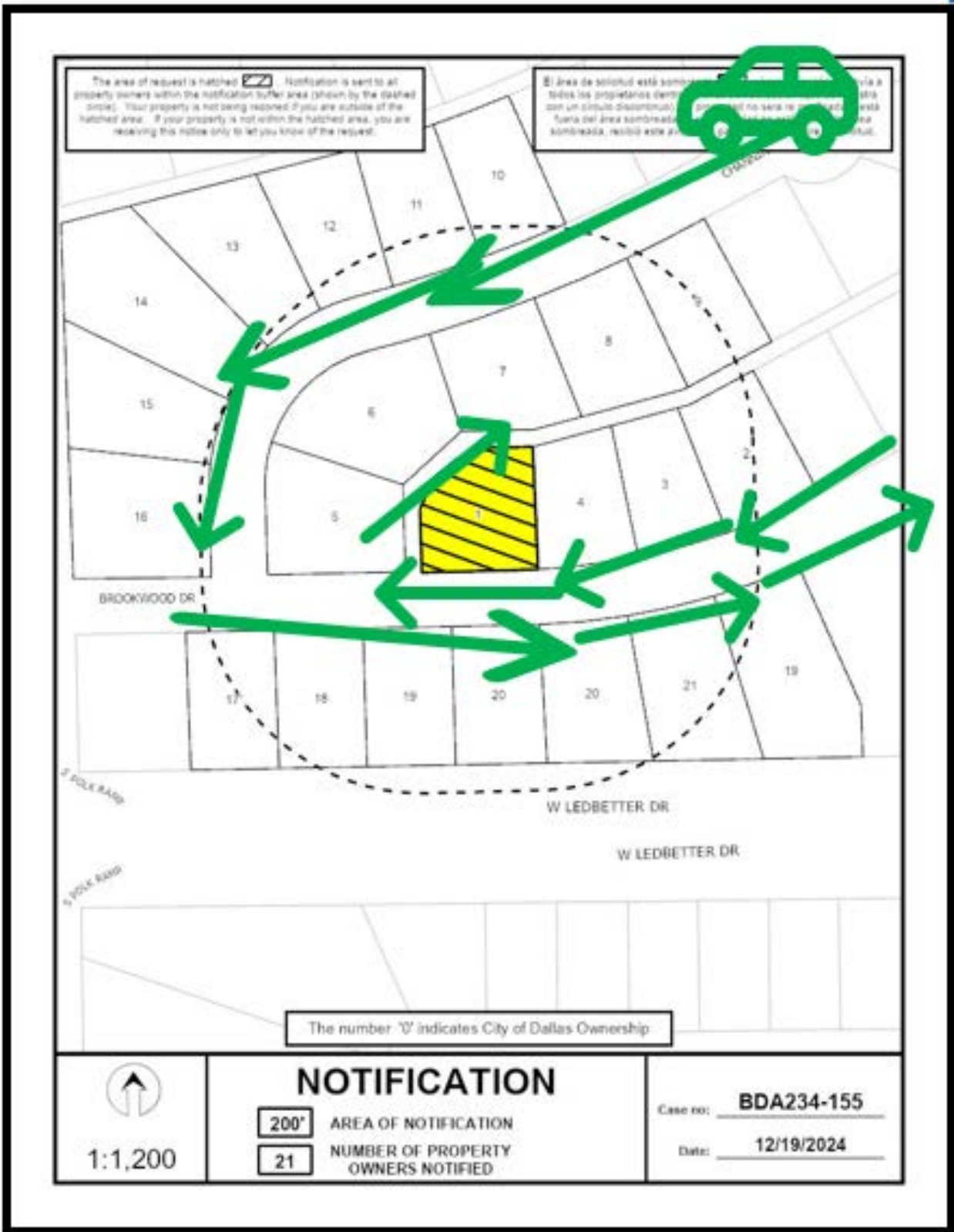
The number '0' indicates City of Dallas Ownership


1:1,200

NOTIFICATION

200' AREA OF NOTIFICATION
21 NUMBER OF PROPERTY OWNERS NOTIFIED

Case no: **BDA234-155**
 Date: **12/19/2024**



12/19/2024

Notification List of Property Owners

BDA234-155

21 Property Owners Notified

Label #	Address	Owner
1	929 BROOKWOOD DR	MAMBA 23 REALTY LLC
2	911 BROOKWOOD DR	MICASA HOLDINGS LLC
3	917 BROOKWOOD DR	HD3 CUSTOM HOMES LLC
4	923 BROOKWOOD DR	HRS BUILD LLC
5	952 CHANNING CIR	CASTANEDA SCOTT &
6	942 CHANNING CIR	JACKSON RENADA MONEAK
7	932 CHANNING CIR	WILLIAMS CLARENCE M
8	926 CHANNING CIR	WALLACE DARWIN T &
9	920 CHANNING CIR	DELONEY EULA BYNUM &
10	927 CHANNING CIR	RANGEL MARIA &
11	933 CHANNING CIR	GOMEZ JOSE E &
12	939 CHANNING CIR	CURRY WILLIE EST OF
13	943 CHANNING CIR	GREER DIANA
14	947 CHANNING CIR	ESQUIVEL DANIEL HUMBERTO &
15	951 CHANNING CIR	HARRIS ROBBYE ANN EST OF
16	957 CHANNING CIR	VILLANUEVA IRENE O
17	1006 BROOKWOOD DR	TEJEDA SERAFIN SANCHEZ
18	942 BROOKWOOD DR	ROLLING LINCOLN C JR
19	936 BROOKWOOD DR	HD3 CUSTOM HOMES LLC
20	930 BROOKWOOD DR	PIER FRANCIS & MARCELL
21	918 BROOKWOOD DR	JARVIS LEONARD & OLLIE B



1:1,200

NOTIFICATION

200'

AREA OF NOTIFICATION

21

NUMBER OF PROPERTY OWNERS NOTIFIED

Case no: **BDA234-155**

Date: **12/19/2024**

NOTICE OF PUBLIC HEARING

BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL B)

NOTICE IS HEREBY GIVEN that the BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL B) will hold a hearing as follows:

DATE: WEDNESDAY, FEBRUARY 19, 2025

BRIEFING: 10:30 a.m. via Videoconference and in 6ES, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0219>

HEARING: 1:00 p.m. via Videoconference and in 6ES, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0219>

The purpose of the hearing is to consider the following appeal(s) now pending before the Board of Adjustment. This Case was held under advisement on January 23, 2025.

BDA234-155(C.J) Application of Benjamin Lartey for (1) a special exception to the fence height regulations, and for (2) a special exception to the visibility obstruction regulations at 929 BROOKWOOD DRIVE. This property is more fully described as Block 3/5982, Lot 23, and is zoned R-7.5(A), which limits the height of a fence in the front yard to 4-feet and requires a 20-foot visibility triangle at the intersection of an alley and an adjacent street curb line. The applicant proposes to construct and/or maintain an 15-foot high fence in a required front-yard, which will require (1) an 11-foot special exception to the fence height regulations, and to construct and/or maintain a single-family residential fence structure in a required visibility obstruction triangle at an alley and Brookwood Drive, which will require (2) a special exception to the visibility obstruction regulations at the intersection of an alley and street.

You have received this notice because you own property within 200 feet of the above property. You may be interested in attending the Board of Adjustment hearing to express your support for or opposition to the application. You may also contact the Board of Adjustment by email to BDAreply@dallas.gov. Letters will be accepted until 9:00 am the day of the hearing. If you are unable to attend the hearing. If you choose to respond, it is important that you let the Board know your reasons for being in favor of or in opposition to the application. The Board members are very interested in your opinion.

Note: Any materials (such as plans, elevations, etc.) included within this notice may be subject to change.

The Board of Adjustment hearing will be held by videoconference and in 6ES at City Hall. Individuals who wish to speak in accordance with the Board of Adjustment Rules of Procedure by joining the meeting virtually, must register online at <https://bit.ly/BDA-B-Register> by the close of business Tuesday, February 18, 2025. All virtual speakers will be required to show their video in order to address the board. In Person speakers can register at the hearing. Public Affairs and Outreach will also stream the public hearing on Spectrum Cable Channel 96 or 99; and bit.ly/cityofdallastv or [YouTube.com/CityofDallasCityHall](https://www.youtube.com/CityofDallasCityHall)

Speakers at the meeting are allowed a maximum of three minutes to address the Board.

Additional information regarding the application may be obtained by calling Cambria Jordan, Senior Planner at (214) 948-4476, or Mary Williams, Board Secretary at (214) 670-4127. Si desea información en español, favor de llamar al teléfono a Mary Williams al (214) 670-4127.

Board of Adjustment
Planning & Development department
1500 Marilla Street 5CN Dallas TX 75201

PLEASE SEND REPLIES TO:
BDAreply@dallas.gov
Letters will be received until 9:00
am the day of the hearing.

PLEASE REGISTER AT:
<https://bit.ly/BDA-B-Register>

REVIEW COMMENT SHEET
 BOARD OF ADJUSTMENT
 HEARING Thursday, January 23, 2025 (C)

- | | |
|---|---|
| <input type="checkbox"/> Has no objections | <input type="checkbox"/> BDA234- 149 |
| <input checked="" type="checkbox"/> Has no objections if certain conditions are met
(see comments below or attached) | <input checked="" type="checkbox"/> BDA234- 155 |
| <input type="checkbox"/> Recommends denial
(see comments below or attached) | <input type="checkbox"/> BDA245- 005 |
| <input type="checkbox"/> No Comments | <input type="checkbox"/> BDA245- 007 |
| | <input type="checkbox"/> BDA245- 010 |
| | <input type="checkbox"/> BDA245- 013 |

COMMENTS:

Applicant must provide a site plan to scale, showing
location of proposed fence relative to the edge of
pavement and dimensions of the encroachment into
the visibility triangles no less than 10 feet.

-
-
-
-
-
-
-
-

David Nevarez, P.E., PTOE, CFM, Engineering
 Name/Title/Department

January 3, 2025
 Date

Please respond to each case and provide comments that justify or elaborate on your response. Dockets distributed to the Board will indicate those who have attended the review team meeting and who have responded in writing with comments.



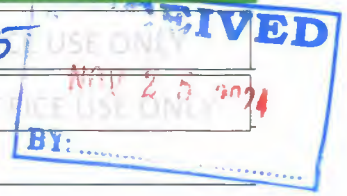
Development Services

"TOGETHER WE ARE BUILDING A SAFE AND UNITED DALLAS"

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA

234-155



Data Relative to Subject Property: _____

Date: _____

Location address: 429 Brookwood Dr Dallas, TX 75204 Zoning District: _____

Lot No.: 23 Block No.: 3/5982 Acreage: 0.237 Census Tract: 60.02

Street Frontage (in Feet): 1) _____ 2) _____ 3) _____ 4) _____ 5) _____

To the Honorable Board of Adjustment:

Owner of Property (per Warranty Deed): Mamba 23 Realty LLC

Applicant: Benjamin Lartey Telephone: 469-888-3384

Mailing Address: 6010 W Spring Creek Pkwy Suite 159 Zip Code: 75024

E-mail Address: bllartey@yahoo.com

Represented by: N/A Telephone: _____

Mailing Address: _____ Zip Code: _____

E-mail Address: _____

Affirm that an appeal has been made for a Variance or Special Exception of for a 8.5 foot retaining wall max, topped by a 6 feet iron fence in the front yard and in the visibility triangle

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to Grant the described appeal for the following reason:

A variance for a 8.5 foot retaining wall max, topped by a 6 feet iron fence in the front yard and in the visibility triangle. In order to make it a buildable lot by raising the grade on the hillside.

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared

Benjamin Lartey

(Affiant/Applicant's name printed)

who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property

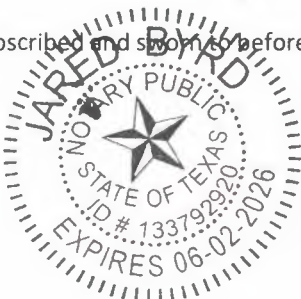
Respectfully submitted:

Benjamin Lartey
(Affiant/Applicant's signature)

Subscribed and sworn to before me this

25 day of November, 2024

Notary Public in and for Dallas County, Texas



MEMORANDUM OF
ACTION TAKEN BY THE
BOARD OF ADJUSTMENT

Date of Hearing _____

Appeal was--Granted OR Denied

Remarks _____

Chairman

Building Official's Report

I hereby certify that BENJAMIN LARTEY

did submit a request for (1) a special exception to the fence height regulations, and for (2) a special exception to the visibility obstruction regulations

at 929 Brookwood

BDA234-155(CJ) Application of Benjamin Larthey for (1) a special exception to the fence height regulations, and for (2) a special exception to the visibility obstruction regulations at 929 BROOKWOOD DRIVE. This property is more fully described as Block 3/5982, Lot 23, and is zoned R-7.5(A), which limits the height of a fence in the front yard to 4-feet and requires a 20-foot visibility triangle at the intersection of an alley and an adjacent street curb line. The applicant proposes to construct and/or maintain an 15-foot high fence in a required front-yard, which will require (1) an 11-foot special exception to the fence height regulations, and to construct and/or maintain a single-family residential fence structure in a required visibility obstruction triangle at an alley and Brookwood Drive, which will require (2) a special exception to the visibility obstruction regulations at the intersection of an alley and street.

Sincerely,


M. Samuell Eskander, PE

PLAN REVIEW CHECK LIST - BDA

LOCATION ADDRESS: 929 Brookwood Dr CASE NO. BDA: _____

APPLICANT: Benjamin Iartey INTAKE DATE: _____

REVIEWER: Sara PANEL: _____ HEARING DATE: _____

ACREAGE: 0.2 LOT: 23 BLOCK: 3/5982 STAFF REFERRAL: YES NO
 10,636 SQFT LAND USE: Single Family DEED RESTRICTIONS: YES # _____ NO _____ ZONING DISTRICT: R-7.5(A)

REQUIRED PLATTING: YES S# _____ NO _____ SHARED ACCESS YES _____ NO _____

COUNTY PLAT: YES _____ NO _____ CONSERVATION DISTRICT YES _____ NO

TYPE OF DEVELOPMENT S.E to Fence/Retaining wall ARTICLE XII FORM DISTRICTS YES _____ NO _____

DEMO PERMIT YES # _____ NO _____ CORNER LOT YES _____ NO _____

FLOOD PLAIN AREA YES _____ NO DOUBLE FRONTAGE YES _____ NO _____

VISIBILITY TRIANGLE 20' x 20' _____ 45' x 45' _____ THOROUGHFARE PLAN YES _____ NO

MAIN STRUCTURE		REQUIRED	PROPOSED			REQUIRED	PROPOSED
FRONT YARD SETBACK/51A-4.401		<u>25'</u> MIN	_____	SWIMMING POOL	YES	FRONT/SIDE/REAR	NO
SIDE YARD SETBACK/51A-4.402		<u>5'</u> MIN	_____	STORIES	_____	MAX	_____
REAR YARD SETBACK/51A-4.403		<u>5'</u> MIN	_____	FENCE HEIGHT/51A-4.602	_____	MAX	_____
SFD MAIN > 7,500 SQ. FT (TOTAL)		YES	NO	BUILDING HEIGHT	_____	MAX	_____
BUILDING FOOTPRINT		_____	_____	RPS/HT. PLANE REQUIRED	YES	RATIO	NO
LOT COVERAGE/51A-4.407		_____	MAX _____	LOT SIZE	_____	MIN	_____
ENCLOSED PARKING (MIN 20')	YES	FRONT/SIDE/REAR	NO	PARKING	_____	MIN	_____
				PARKING REDUCTION	_____	MIN	_____
ACCESSORY STRUCTURE		REQUIRED	PROPOSED			REQUIRED	PROPOSED
SQ. FT		_____	MAX _____	SIDE YARD SETBACK	_____	MIN	_____
HEIGHT		_____	MAX _____	REAR YARD SETBACK	_____	MIN	_____
25% OR LESS	YES	NO	50% TOTAL OR LESS	YES	NO	REAR 30%	YES
							NO

- o Landscape - Chapter 51A - 10.125 (a) (1)
- o Fireplace may project up to 2' in setback - 12 SF MAX.
- o Cantilevered roof eaves & Balconies - 5' MAX in front yard setback
- o Cantilevered roof eaves - 3' MAX in S&R setback.
- o BALCONIES may not project in S&R setback.
- o Visibility triangle 20' x 20' (Alley&Driveway) _____
- o Visibility triangle 45' x 45' (Corner lots) _____
- o Sidewalks, drive approach & curbs required on ALL site plans
- o Fence height measured from
 - SFD FYSB - top of fence to grade inside and outside (greater controls)
 - SFD S/RSB - top of fence to grade inside
 - ALL OTHERS - top of fence to grade inside
- o Drive approach radius MIN. 5' from P.L. - ALL NSFD
- o Driveway width MIN 10' - MAX 30'
- o No structure within 3' of alley
- o Structures < 5' from property line require 1 HR rating walls
- o N.I.C Pools, Fence & Gate
- o Wing wall & bldg foundation separation required to be located in setback
- o Accessory Buildings located in the Rear 30% of the lot
 - < 15' HT (or main midpoint if < than 15' in height)
 - 0' side yard
 - 0' rear yard (EXCEPTION - alley MIN 3' from r.o.w)

NOTES/COMMENTS: 1) put the name of owner of the property in the parentheses - 2) show the the document who is the owner of nam ba 23 Realty LLC
3) site plan 4) Elevation of The Fence 10/30/24

929 Brookwood

R-7.5 BUC 3/5982 LT 23



BOA23A-155

Global Land Surveying, Inc.

SERVING COLLIN, DALLAS AND DENTON COUNTIES SINCE 2002

'FLOOD INSURANCE RATE MAP'

JOB NO.: 21-09-035

ADDRESS: 929 BROOKWOOD DRIVE

LEGEND



SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD

ZONE A No base flood elevations determined

ZONE AE Base flood elevations determined

ZONE AH Flood depths of 1 to 3 feet usually areas of ponding; base flood elevations determined

ZONE AO Flood depths of 1 to 3 feet usually sheet flow on sloping terrain; average depths determined. For areas of aduval fan flooding, velocities also determined

ZONE A99 To be protected from 100 year flood by Federal flood protection system under construction; no base flood elevations determined

ZONE V Coastal flood with velocity hazard wave action; no base flood elevations determined

ZONE VE Coastal flood with velocity hazard wave action; base flood elevations determined



FLOODWAY AREAS IN ZONE AE



OTHER FLOOD AREAS

ZONE X Areas of 500 year flood areas of 100 year flood with average depths of less than 1 foot or with damage areas less than 1 square mile; and areas protected by levees from 100-year flood



OTHER AREAS

ZONE X Areas determined to be outside 500 year floodplain

ZONE D Areas in which flood hazards are undetermined

UNDEVELOPED COASTAL BARRIERS



Identified 1983 Coastal barrier areas are normally located within or adjacent to Special Flood Hazard Areas.



Identified 1991 Coastal barrier areas are normally located within or adjacent to Special Flood Hazard Areas.



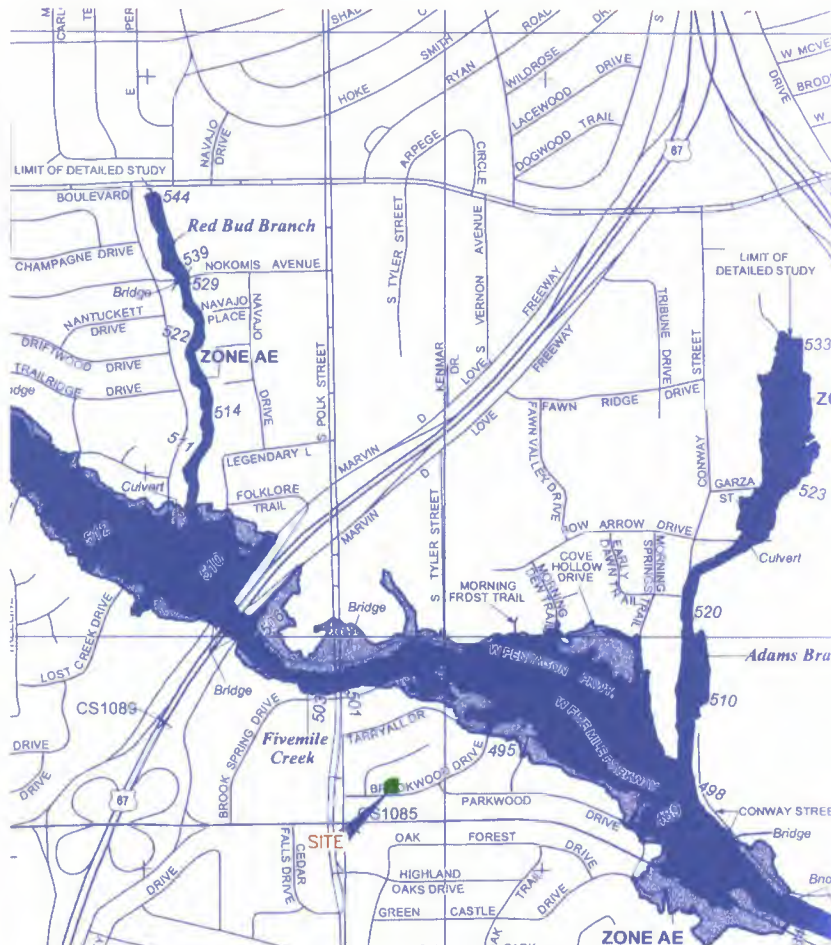
Otherwise Protected Areas



Floodplain boundary
Floodway Boundary
Zone D Boundary



Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0480K

FIRM FLOOD INSURANCE RATE MAP DALLAS COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 480 OF 725
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
DALLAS CITY OF	480171	0480	K

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
48113C0480K
MAP REVISED
JULY 7, 2014

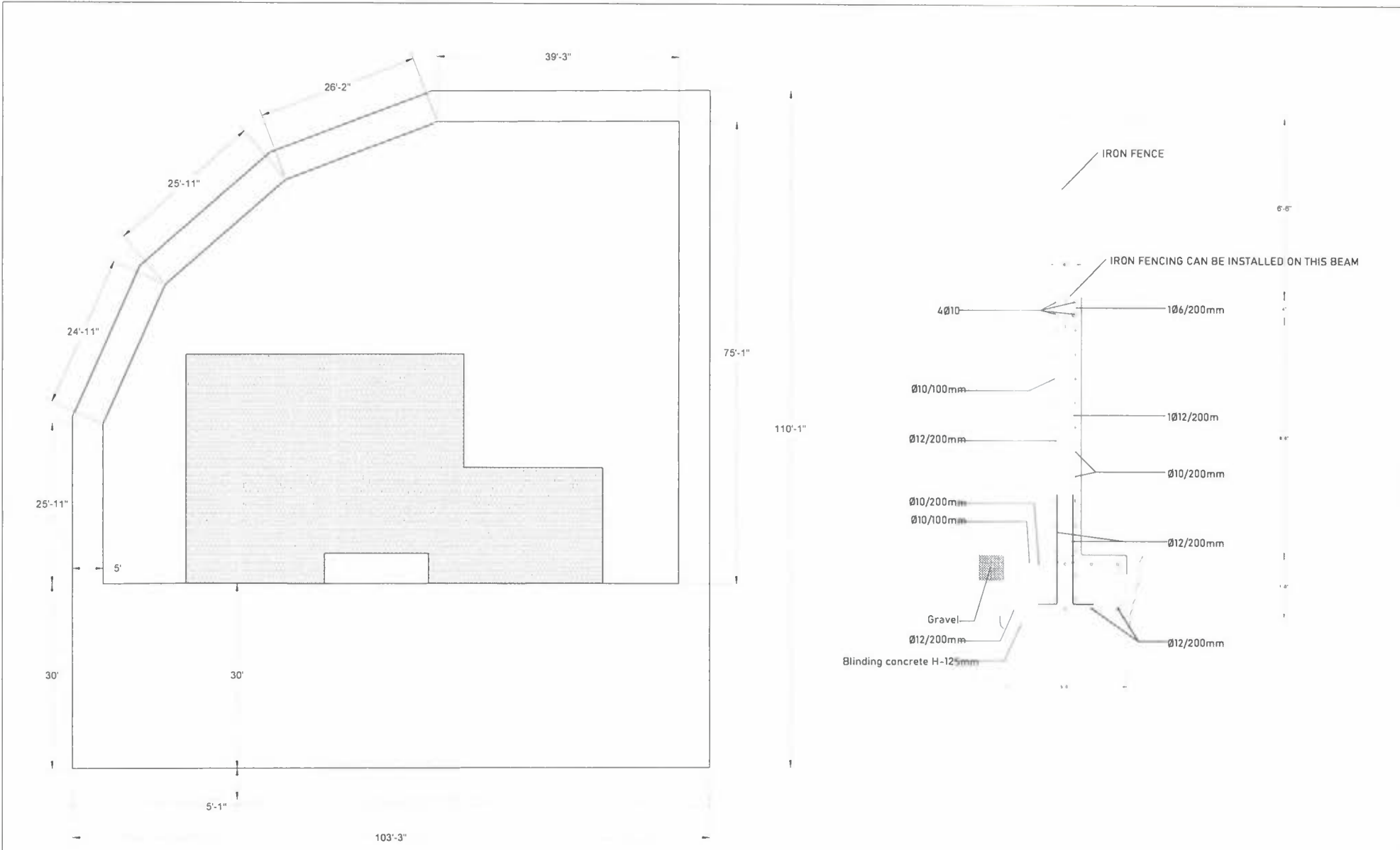
Federal Emergency Management Agency

BDA234-155

RETAINING WALL PROJECT

PROPOSED RESIDENCE AT 929,
BROOKWOOD DRIVE DALLAS,
TX 75224

BDA234-155



PROJECT:
**RETAINING WALL
 PROJECT**
 929 BROOKWOOD DRIVE DALLAS, TX 75224

CLIENT'S NAME

 CLIENT'S SEAL

 DATE

NOTES
 *THIS DRAWING MUST BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS.
 *NO DIMENSIONAL OR ANY OTHER CHANGE ALLOW WITHOUT ARCHITECT'S CONSENT.
 *IF ANY DISCREPANCY ON MEASUREMENTS OR DETAILS TO BE RECTIFIED BEFORE ANY SITE OPERATION.
 YES! COPYRIGHT RESERVED

NOTE	REVISION	REMARKS	DATE

DWG TITLE: SITE PLAN
 DWG NO: LARD01
 DWG SCALE: NOT TO SCALE
 DRAWN BY:
 DATE: 2024 09 17

CHECKED BY: ARCHITECT'S / ENGINEER SIGNATURE
 ARCHITECT'S SEAL
 DATE: 2024 09 17

BDA234-155

Wall Height Adjustments:

The height of the retaining wall is designed to be flexible and can be adjusted on-site to accommodate varying elevations. The maximum height of the retaining wall is as shown in the detailed drawing and should be used as a reference for installation.

Site-Specific Considerations:

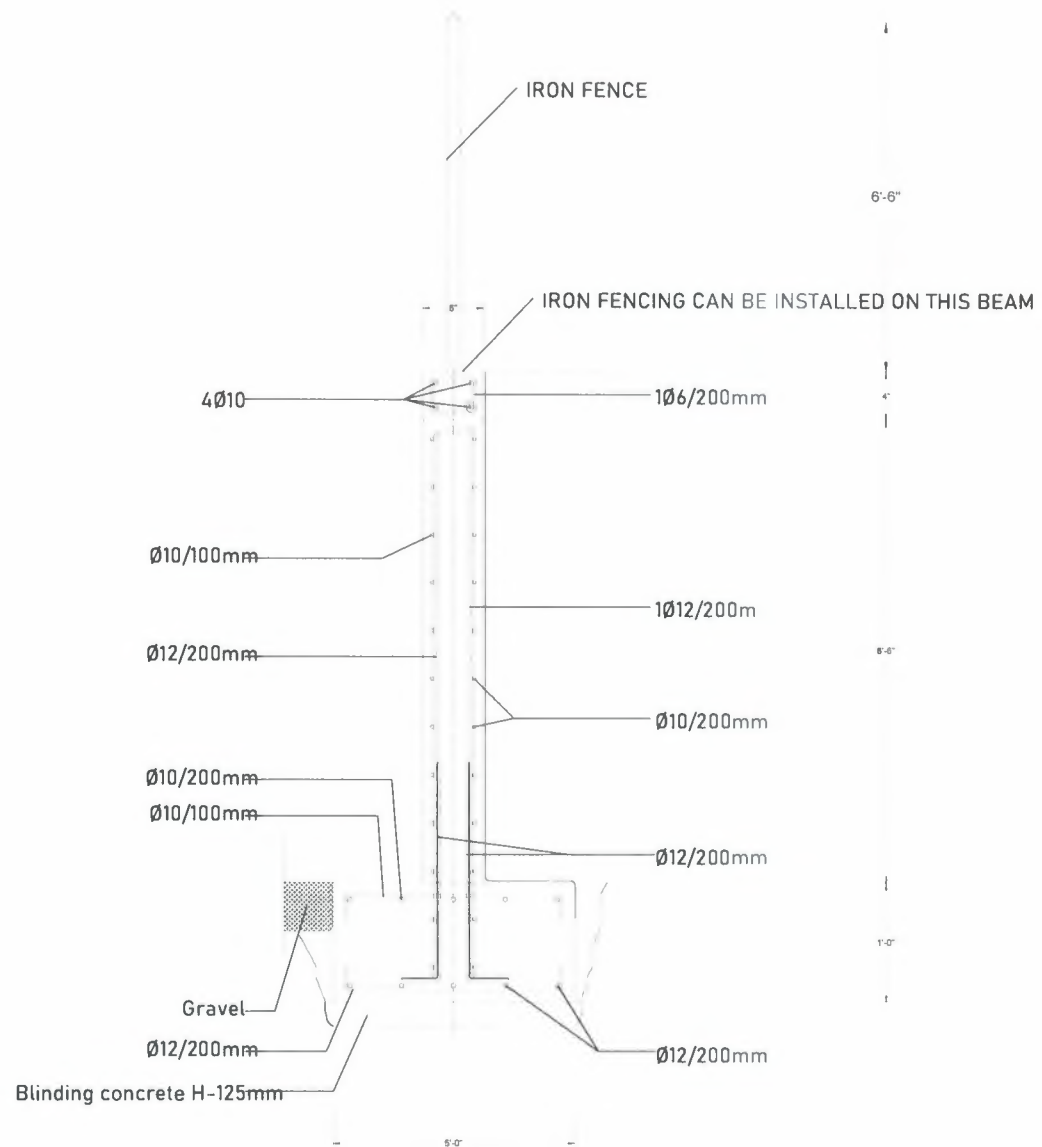
Any changes in wall height must be evaluated based on the site's topography and drainage requirements. Ensure that the structural integrity and design intent are maintained when modifying the height according to the site elevations.

Iron Fence Installation:

An iron fence can be securely installed on a small beam at the top of the retaining wall. This beam is positioned to provide support for the fence and will be placed during the wall's construction. However, the fence itself should only be installed after the retaining wall has been completed and cured to ensure stability and structural performance.

Construction Phases:

Construction of the retaining wall must follow the sequence outlined in the project specifications. The wall must be built first, allowing for any necessary adjustments on-site. The installation of the iron fence should occur once the wall has achieved its full strength.



PROJECT:
RETAINING WALL
PROJECT

929 BROOKWOOD DRIVE DALLAS, TX 75224

CLIENT'S NAME

CLIENT'S SEAL

DATE

NOTES

* THIS DRAWING MUST BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTURAL / STRUCTURAL DIMENSIONAL OR ANY OTHER CHANGE ALLOW WITHOUT ARCHITECT'S CONSENT
** IF ANY DISCREPANCY ON MEASUREMENTS OR DETAILS TO BE RECTIFIED BEFORE ANY SITE OPERATION
*** COPY RIGHT RESERVED

NO.	REVISION	REMARKS	DATE

DWG NO

DWG SCALE

DRAWN BY

DATE

RETAINING WALL SECTION

LAW02

NOT TO SCALE

2024 09 17

CHECKED BY

ARCHITECT'S / ENGINEER SIGNATURE

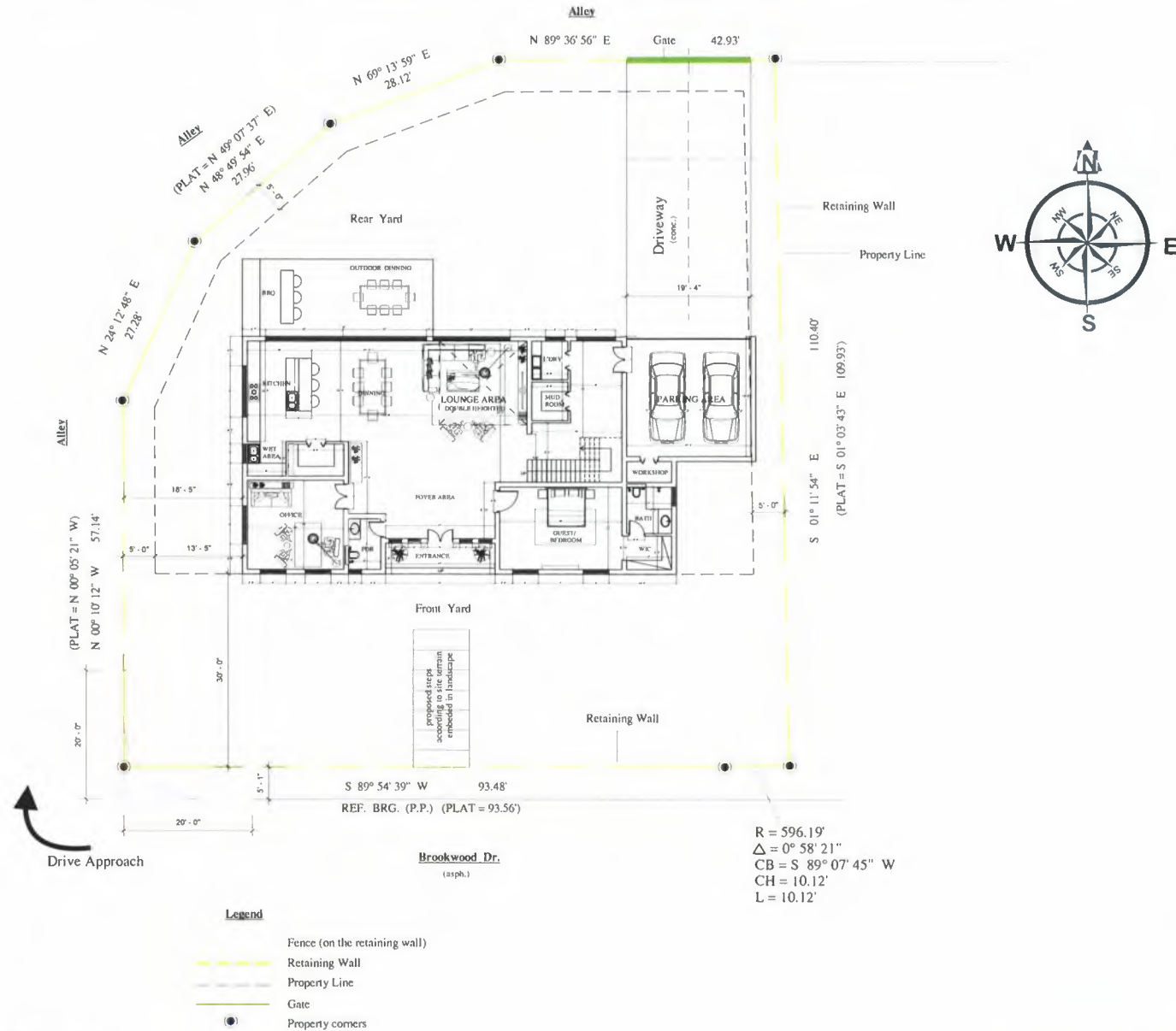
ARCHITECT'S SEAL

DATE

DATE 2024 09 17

BDA234-155

ADDRESS: 929 BROOKWOOD DRIVE DALLAS, TX 75224



CLIENT :
MAMBA 23 REALTY LLC

PROJECT :
BUILDING DEVELOPMENT

SHEET TITLE:
SITE PLAN

LOCATION :
929 BROOKWOOD DRIVE DALLAS, TX 75224

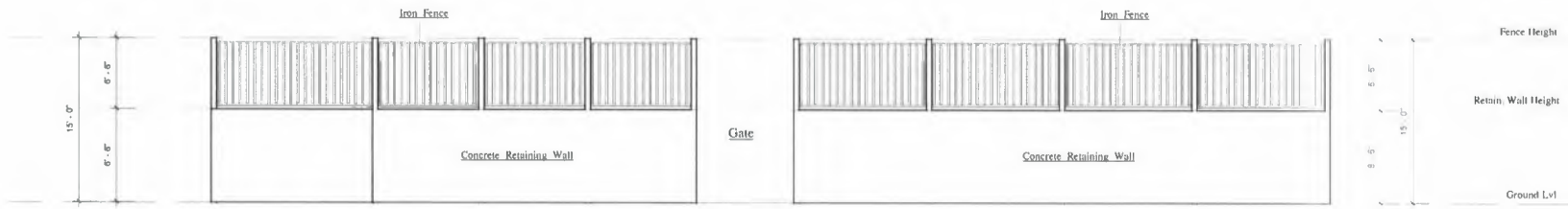
ARCHITECT:
Manix-arc
 manixarc01@gmail.com

DRAWN :	Manix
CHECKED :	Manix
DATE :	Nov., 2024
SCALE :	STATED

DRAW NO :
A101

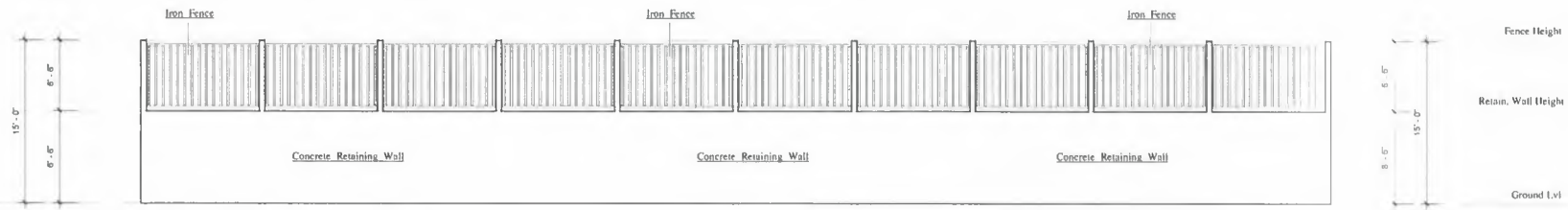
BDA234-155

1 Site Plan
 1/16" = 1'-0"



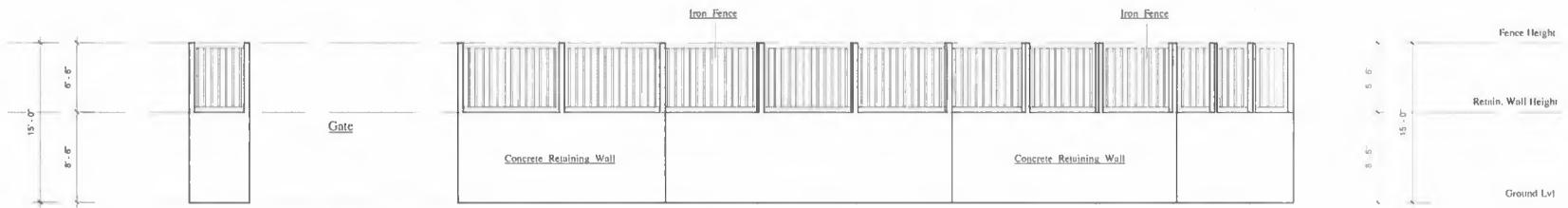
1 South side property fence elevation

3/32" = 1'-0"



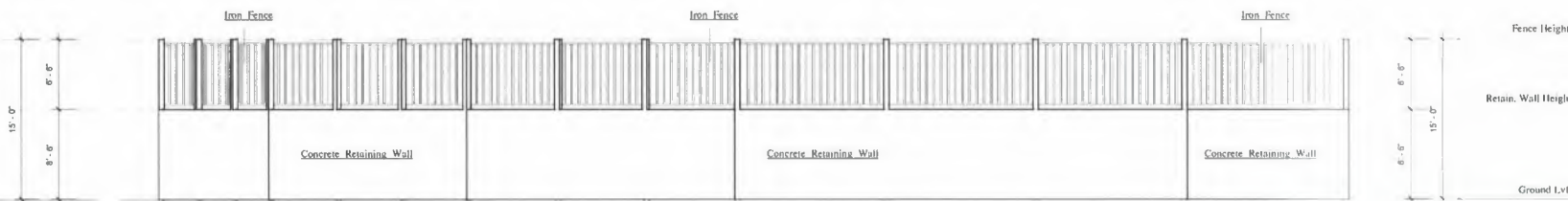
2 East side property fence elevation

3/32" = 1'-0"



3 North side property fence elevation

3/32" = 1'-0"



4 West side property fence elevation

3/32" = 1'-0"

CLIENT :

MAMBA 23 REALTY LLC

PROJECT :

BUILDING DEVELOPMENT

SHEET TITLE :

RETAINING WALL AND FENCE ELEVATION

LOCATION :

929 BROOKWOOD DRIVE DALLAS, TX 75224

ARCHITECT :

Manix-arc

manixarc01@gmail.com

DRAWN : Manix

CHECKED : Manix

DATE : Nov., 2024

SCALE : STATED

DRAW NO :

A102

BDA234-15S

FILE NUMBER: BDA245-001 (CJ)

BUILDING OFFICIAL'S REPORT: Application of Jay Taylor for **(1)** a special exception to the single-family use regulations, and for **(2)** a variance to the floor area for structures accessory to single-family uses regulations at **1417 Lenway Street**. This property is more fully described as Block 1/1175, Lot 1, and is zoned PD-595 (MF-2(A)), which limits the number of dwelling units to one, and prohibits an accessory structure to exceed 25 percent of the floor area of the main structure. The applicant proposes to construct and/or maintain an additional dwelling unit (not for rent), which will require a **(1)** special exception to the single-family zoning use regulations, and to construct and/or maintain a single family residential accessory structure with 504 square feet of floor area (28 percent of the 1,806 square foot floor area of the main structure), which will require **(2)** a 52.5 square foot variance to the floor area regulations.

LOCATION: 1417 Lenway Street

APPLICANT: Jay Taylor

REQUEST:

- (1) A request for a special exception to the single-family zoning use regulations; and
- (2) A request for a variance to the floor area for structures accessory to single-family uses regulations.

STANDARDS OF REVIEW FOR A SPECIAL EXCEPTION TO THE SINGLE-FAMILY ZONING USE REGULATIONS:

Section 51A-4.209(b)(6)(E)(i) of the Dallas Development Code states that the board of adjustment may grant a special exception to authorize an additional dwelling unit in any district when, in the opinion of the board, the additional dwelling unit will not:

- (aa) be used as rental accommodations; or
- (bb) adversely affect neighboring properties.

In granting this type of special exception, the board shall require the applicant to deed restrict the subject property to prevent use of the additional dwelling unit as rental accommodations.

STANDARDS OF REVIEW FOR A VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the board has the power to grant variances from the front yard, side yard, rear yard, lot width, lot depth, lot coverage, **floor area for structures accessory to single-family uses**, height, minimum sidewalks, off-street parking or off-street loading, or landscape regulations provided that the variance is:

- (A) **not contrary to the public interest** when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- (B) **necessary to permit development of a specific parcel of land** that differs from other parcels of land by being of such a restrictive area, shape, or slope, that it cannot be

developed in a manner commensurate with the development upon other parcels of land with the same zoning; and

- (C) **not granted to relieve a self-created or personal hardship**, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code § 51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

STAFF RECOMMENDATION:

1. Special Exceptions (1):
No staff recommendation is made on this request.
2. Variance (1) to the **floor area for structures accessory to single-family use** regulations

Denial

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest as no letters of opposition were received before case reports were finalized and submitted.
- B. The subject site is not restrictive via its size, shape or slope; therefore, the property can be developed in a manner commensurate with development upon other parcels of land in the same zoning.
- C. Is not a self-created or personal hardship.

BACKGROUND INFORMATION:

BDA History:

No BDA history found at 1417 Lenway Street within the last 5 years.

Square Footage:

This lot contains 7,274.52 of square feet or .167 acres.

This lot is zoned MF-2(A) which has a minimum lot size of 1,000 square feet per dwelling unit for single-family residential structures.

Site: PD-595 (MF-2(A)) Zoning District

North: PD-595 (MF-2(A)) Zoning District

East: PD-595 (MF-2(A)) Zoning District

South: PD-595 (MF-2(A)) Zoning District

West: PD-595 (MF-2(A)) Zoning District

Land Use:

The subject site and areas to the north, south, east, and west are zoned PD-595 (MF-2(A)).

GENERAL FACTS/STAFF ANALYSIS:

- The application of Jay Taylor for the property located at 1417 Lenway Street on two requests relating to the single-family zoning use regulations and the floor area for structures accessory to single-family uses regulations.
- The applicant proposes to construct and/or maintain an additional dwelling unit (not for rent), which will require a special exception to the single-family zoning use regulations.
- Secondly, the applicant is proposing to construct and/or maintain a single family residential accessory structure with 504 square feet of floor area (28 percent of the 1806 square foot floor area of the main structure), which will require a 52.5 square foot variance to the floor area regulations.
- The subject site has single street frontage on Lenway Street.
- The subject site along with surrounding properties to the north, south, east and west are zoned with uses permissible in Planned Development 595.
- The subject site currently has a partially developed residential structure and is located within an established neighborhood.
- The applicant has the burden of proof in establishing that granting the special exception to the single-family use regulations will not adversely affect neighboring properties.
- The applicant must also prove that, if granted, the additional dwelling unit will not be used as rental accommodations.
- Granting the special exceptions to the single-family use regulations with a condition that the applicant complies with the submitted site plan and elevations, would require the proposal to be constructed as shown on the submitted documents and require the applicant to deed restrict the subject property to prevent the additional dwelling unit as rental accommodations.

The applicant has the burden of proof in establishing the following:

- That granting the variance will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- The variance is necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- The variance would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

The board may also consider Dallas Development Code **§ 51A-3.102(d)(10)(b)**, formerly known as **HB 1475** as grounds to determine whether compliance with the ordinance as applied to a structure that is the subject of the appeal would result in unnecessary hardship:

- (a) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 (Submission of Rolls to Taxing Units), Tax Code.
- (b) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (c) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.

- (d) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (e) the municipality considers the structure to be a nonconforming structure.

- Granting the proposed variance below, with a condition that the applicant complies with the submitted site plan, would require the proposal to be constructed as shown on the submitted documents.
 - 52.5 square foot variance to the floor area regulations.

- 200' Radius Video: [BDA245-001 at 1417 Lenway Street](#)

Timeline:

November 22, 2024: The applicant submitted an “Application/Appeal to the Board of Adjustment” and related documents which have been included as part of this case report.

December 17, 2024: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **B**.

December 18, 2024: The Planning and Development Senior Planner emailed the applicant the following information:

- an attachment that provided the hearing date and panel that will consider the application; the January 2, 2025, deadline to submit additional evidence for staff to factor into their analysis ;and January 10, 2025, deadline to submit additional evidence to be incorporated into the board’s docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

January 2, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the January public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.

January 22, 2025: The Board of Adjustment Panel **B**, at its public hearing held on Wednesday, January 22, 2025, moved to HOLD this matter under advisement until February 19, 2025.

January 27, 2025: The Planning and Development Senior Planner emailed the applicant the following information:

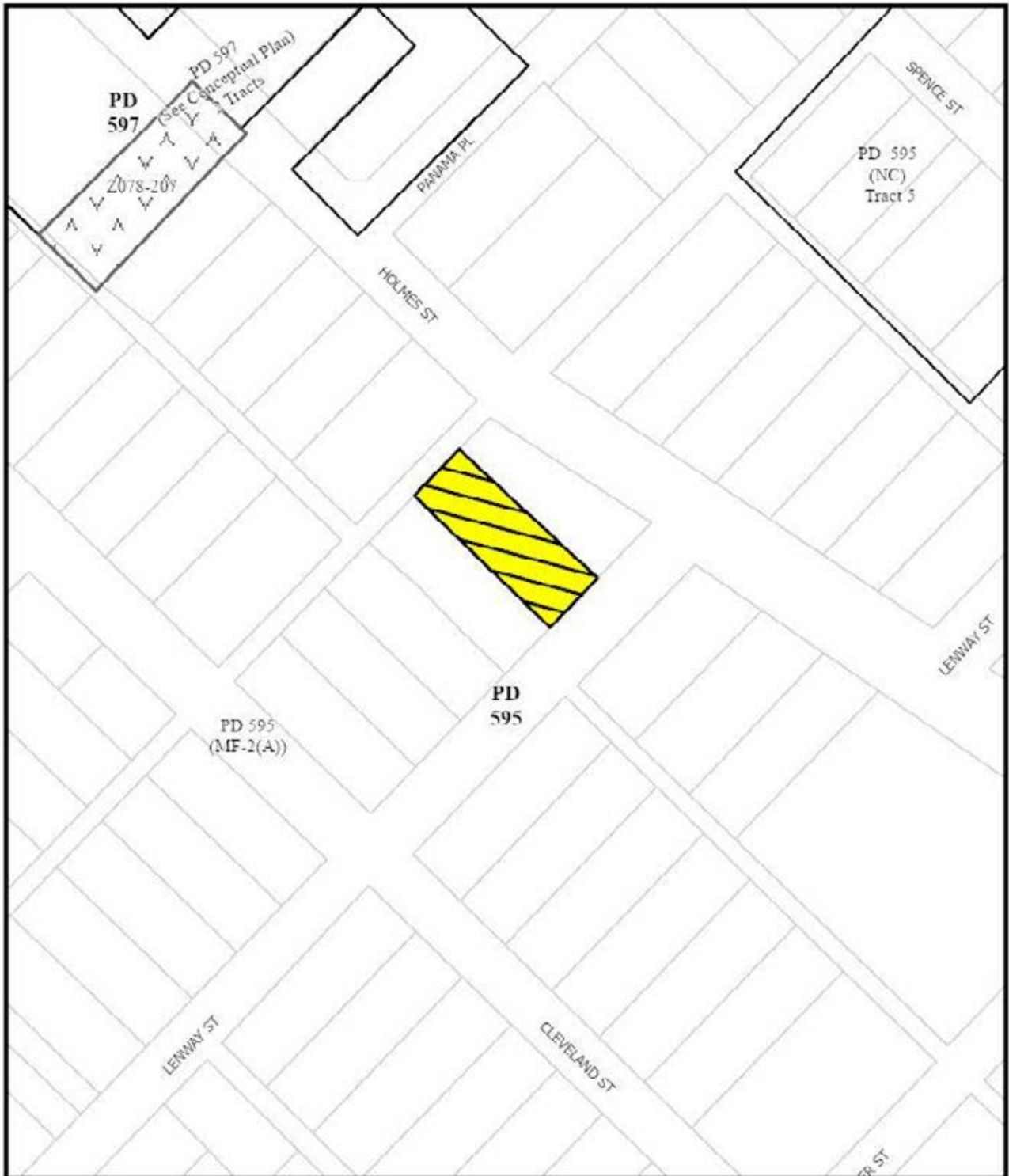
- an attachment that provided the hearing date and panel that will consider the application; the January 31, 2025, deadline to submit additional evidence for staff to factor into their analysis ;and

February 7, 2025, deadline to submit additional evidence to be incorporated into the board's docket materials.

- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

January 30, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the February public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.







1:1,200

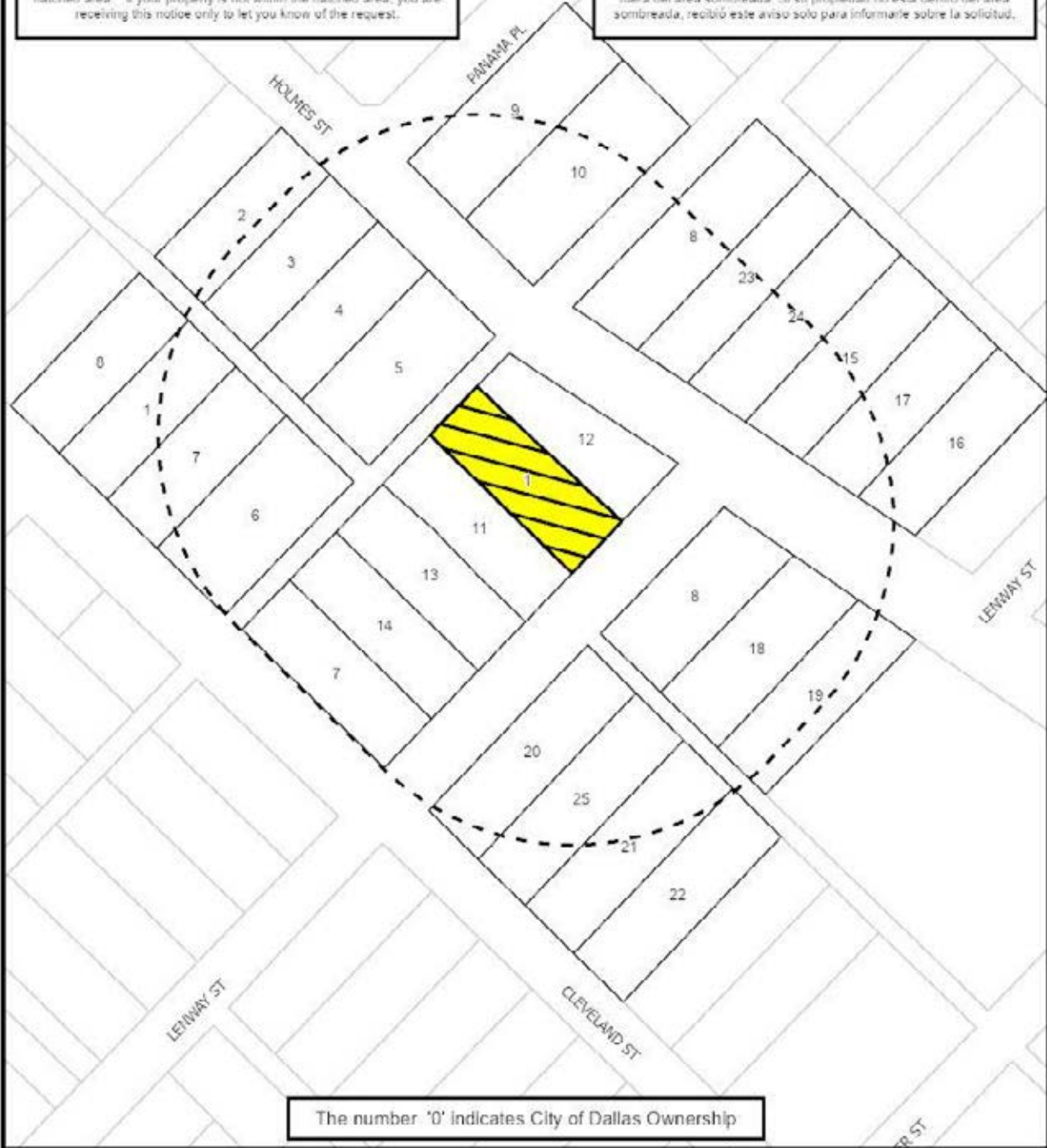
ZONING MAP

Case no: BDA245-001

Date: 12/19/2024

The area of request is hatched . Notification is sent to all property owners within the notification buffer area (shown by the dashed circle). Your property is not being rezoned if you are outside of the hatched area. If your property is not within the hatched area, you are receiving this notice only to let you know of the request.

El área de solicitud está sombreada . La notificación se envía a todos los propietarios dentro del área de notificación (que se muestra con un círculo discontinuo). Su propiedad no será re-zonificada si está fuera del área sombreada. Si su propiedad no está dentro del área sombreada, recibió este aviso solo para informarle sobre la solicitud.




The number '0' indicates City of Dallas Ownership



1:1,200

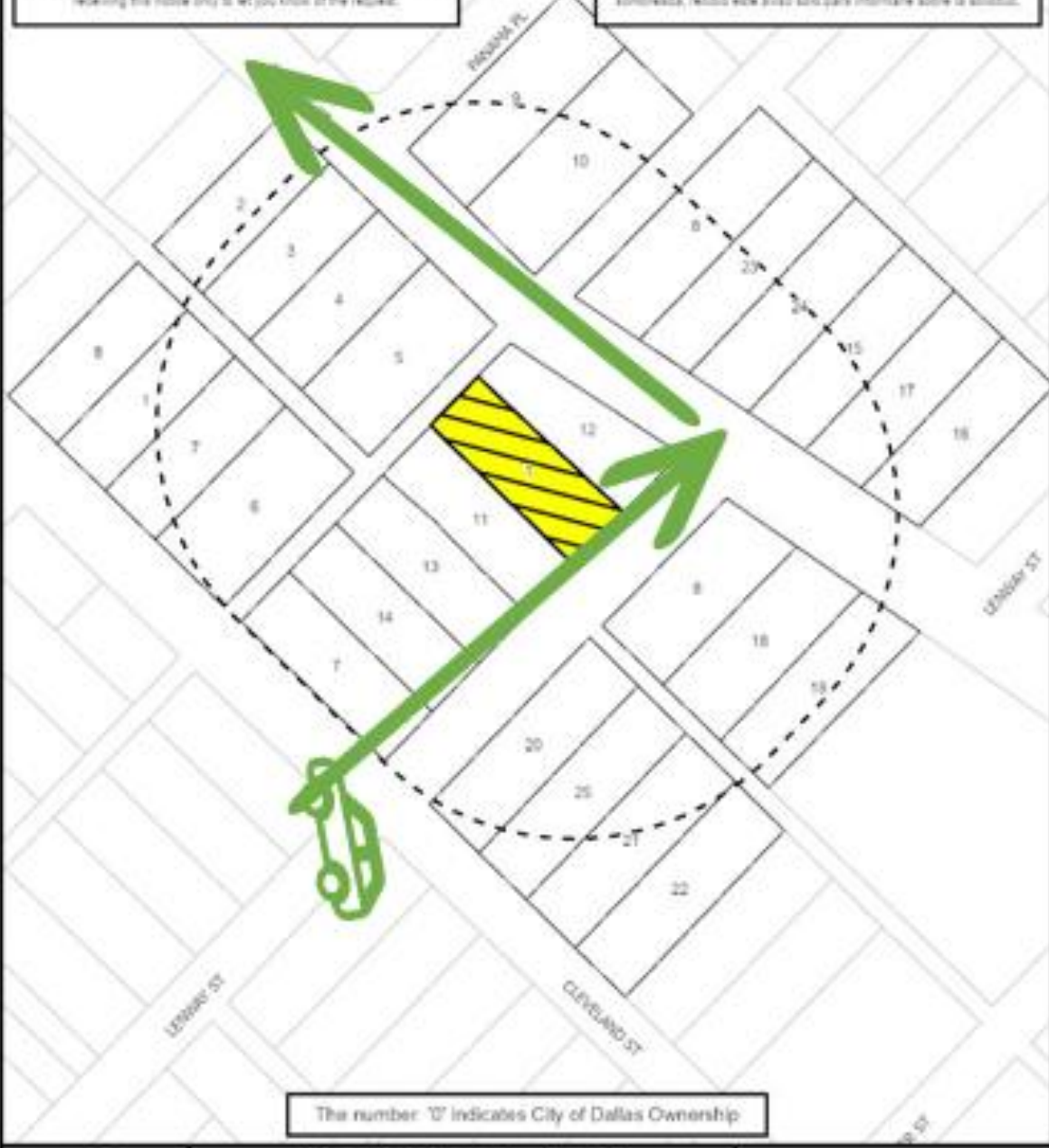
NOTIFICATION

200' AREA OF NOTIFICATION
25 NUMBER OF PROPERTY OWNERS NOTIFIED

Case no: **BDA245-001**
Date: **12/19/2024**

The area of request is hatched . Notification is sent to all property owners within the notification buffer area (shown by the dashed circle). Your property is not being rezoned if you are outside of the hatched area. If your property is not within the hatched area, you are receiving this notice only to let you know of the request.

El área de solicitud está sombreada . La notificación se envía a todos los propietarios dentro del área de notificación (que se muestra con un círculo discontinuo). Su propiedad no será re zonificada si está fuera del área sombreada. Si su propiedad no está dentro del área sombreada, recibirá este aviso solo para informarle sobre la solicitud.



 1:1,200	<h2>NOTIFICATION</h2>	Case no: BDA245-001
	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">200'</div> <div>AREA OF NOTIFICATION</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">25</div> <div>NUMBER OF PROPERTY OWNERS NOTIFIED</div> </div>	Date: 12/19/2024

12/19/2024

Notification List of Property Owners

BDA245-001

25 Property Owners Notified

Label #	Address	Owner
1	3228 CLEVELAND ST	1600 PENNSYLVANIA
2	3227 HOLMES ST	REYES MARCO
3	3303 HOLMES ST	PUEBLA HUGO
4	3305 HOLMES ST	RUIZ MAXIMINO
5	3309 HOLMES ST	MMCP LLC
6	3304 CLEVELAND ST	NEWSOME EMILY
7	3302 CLEVELAND ST	WFMF LLC
8	3224 CLEVELAND ST	SP 1600 PENN FOUNDATION
9	3300 HOLMES ST	TRINITY COMMUNITY HOLDING LLC
10	3306 HOLMES ST	MAY DONALD
11	1413 LENWAY ST	LEWIS LARRY DOUGLASS
12	1419 LENWAY ST	SANTOS SALAVIA
13	1409 LENWAY ST	FOREMAN BOBBY JOE &
14	1405 LENWAY ST	HARDING LEONARD ISAAC JR
15	3412 HOLMES ST	FIGUEROA ENRIQUE COYOTE &
16	3420 HOLMES ST	CAVADIAN PROPERTIES LLC
17	3416 HOLMES ST	WATSON EDDIE K
18	3505 HOLMES ST	DALLAS SOMERSET PROPERTIES LLC
19	3509 HOLMES ST	CASTRO ELIUD
20	3500 CLEVELAND ST	CHAPA JUAN RODOLFO &
21	3508 CLEVELAND ST	ARMSTEAD FELICIA ANITA
22	3512 CLEVELAND ST	DALLAS HOUSING ACQUISITION &
23	3404 HOLMES ST	LEE DOROTHY
24	3406 HOLMES ST	SPRIGGINS REGINA & JOHN
25	3502 CLEVELAND ST	MUMFORD CHRISTINA JO



1:1,200

NOTIFICATION

200'

AREA OF NOTIFICATION

25

NUMBER OF PROPERTY OWNERS NOTIFIED

Case no: BDA245-001

Date: 12/19/2024

NOTICE OF PUBLIC HEARING

BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL B)

NOTICE IS HEREBY GIVEN that the BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL B) will hold a hearing as follows:

DATE: WEDNESDAY, FEBRUARY 19, 2025

BRIEFING: 10:30 a.m. via Videoconference and in 6ES, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0219>

HEARING: 1:00 p.m. via Videoconference and in 6ES, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0219>

The purpose of the hearing is to consider the following appeal(s) now pending before the Board of Adjustment. This Case was held under advisement on January 23, 2025.

BDA245-001(CJ) Application of Jay Taylor for (1) a special exception to the single-family use regulations, and for (2) a variance to the floor area for structures accessory to single-family use regulations at 1417 LENWAY STREET. This property is more fully described as Block 1/1175, Lot 1, and is zoned PD-595 (MF-2(A)), which limits the number of dwelling units to one, and prohibits an accessory structure to exceed 25 percent of the floor area of the main structure. The applicant proposes to construct and/or maintain an additional dwelling unit (not for rent), which will require a (1) special exception to the single-family zoning use regulations, and to construct and/or maintain a single family residential accessory structure with 504 square feet of floor area (28 percent of the 1,806 square foot floor area of the main structure), which will require (2) a 52.5 square foot variance to the floor area regulations.

You have received this notice because you own property within 200 feet of the above property. You may be interested in attending the Board of Adjustment hearing to express your support for or opposition to the application. You may also contact the Board of Adjustment by email to BDAreply@dallas.gov. Letters will be accepted until 9:00 am the day of the hearing, if you are unable to attend the hearing. If you choose to respond, it is important that you let the Board know your reasons for being in favor of or in opposition to the application. The Board members are very interested in your opinion.

Note: Any materials (such as plans, elevations, etc.) included within this notice may be subject to change.

The Board of Adjustment hearing will be held by videoconference and in 6ES at City Hall. Individuals who wish to speak in accordance with the Board of Adjustment Rules of Procedure by joining the meeting virtually, must register online at <https://bit.ly/BDA-B-Register> by the close of business Tuesday, February 18, 2025. All virtual speakers will be required to show their video in order to address the board. In Person speakers can register at the hearing. Public Affairs and Outreach will also stream the public hearing on Spectrum Cable Channel 96 or 99; and bit.ly/cityofdallastv or YouTube.com/CityofDallasCityHall

Speakers at the meeting are allowed a maximum of three minutes to address the Board.

Additional information regarding the application may be obtained by calling Cambria Jordan, Senior Planner at (214) 948-4476, or Mary Williams, Board Secretary at (214) 670-4127. Si desea información en español, favor de llamar al teléfono a Mary Williams al (214) 670-4127.

Board of Adjustment,
Planning & Development Department
1500 Marilla Street 5CN Dallas TX 75201

PLEASE SEND REPLIES TO:

BDAreply@dallas.gov

Letters will be received until 9:00
am the day of the hearing.

PLEASE REGISTER AT:

<https://bit.ly/BDA-B-Register>



Development Services

"TOGETHER WE ARE BUILDING A SAFE AND UNITED DALLAS"

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA

248 RECEIVED
FOR OFFICE USE ONLY
TV 2 2 REC'D
BY:

Data Relative to Subject Property: 09/04/2024

Date:

Location address: 1417 Lenway

Zoning District: PD 595

Lot No.: _____ Block No.: 1/1175

Acreage: 7,300 SF

0.167 AC

Census Tract: _____

Street Frontage (in Feet): 1) 50' 2) 50' 3) _____ 4) _____ 5) _____

To the Honorable Board of Adjustment:

Owner of Property (per Warranty Deed): DR TERRY J FLOWERS

Applicant: Jay Taylor

Telephone: 9728167530

Mailing Address: 1033 E 9th St, Dallas TX

Zip Code: 75203

E-mail Address: jtaylor@juxtadesigns.com

Represented by: _____

Telephone: _____

Mailing Address: _____

Zip Code: _____

E-mail Address: _____

Affirm that an appeal has been made for a Variance or Special Exception of _____

authorizing an additional dwelling unit at 1417 Lenway AND VARIANCE EXCEEDING

25% JF

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to Grant the described appeal for the following reason:

To provide an affordable house with an additional dwelling unit for older senior family member

NOT TO BE USED FOR RENT JF

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared Jay Taylor

(Affiant/Applicant's name printed)

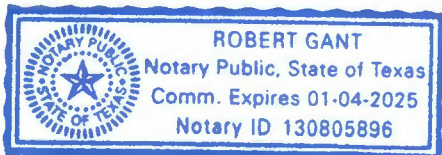
who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property

Respectfully submitted: _____

(Affiant/Applicant's signature)

Subscribed and sworn to before me this 24 day of September, 2024

Notary Public in and for Dallas County, Texas



MEMORANDUM OF
ACTION TAKEN BY THE
BOARD OF ADJUSTMENT

Date of Hearing _____

Appeal was--Granted OR Denied

Remarks _____

Chairman

Building Official's Report

I hereby certify that Jay Taylor

did submit a request for (1) a special exception to the single family regulations, and for (2) a variance to the floor area regulations.

at 1417 Lenway

BDA245-001(CJ) Application of Jay Taylor for (1) a special exception to the single-family use regulations, and for (2) a variance to the floor area for structures accessory to single-family uses regulations at 1417 LENWAY STREET. This property is more fully described as Block 1/1175, Lot 1, and is zoned PD-595 (MF-2(A)), which limits the number of dwelling units to one, and prohibits an accessory structure to exceed 25 percent of the floor area of the main structure. The applicant proposes to construct and/or maintain an additional dwelling unit (not for rent), which will require a (1) special exception to the single-family zoning use regulations, and to construct and/or maintain a single family residential accessory structure with 504 square feet of floor area (28 percent of the 1,806 square foot floor area of the main structure), which will require (2) a 52.5 square foot variance to the floor area regulations.

Sincerely,


M. Samuell Eskander, PE



November 01, 2024

Board of Adjustment
Dallas, Texas

PLANNING
ARCHITECTURE
DEVELOPMENT
COMMUNITY

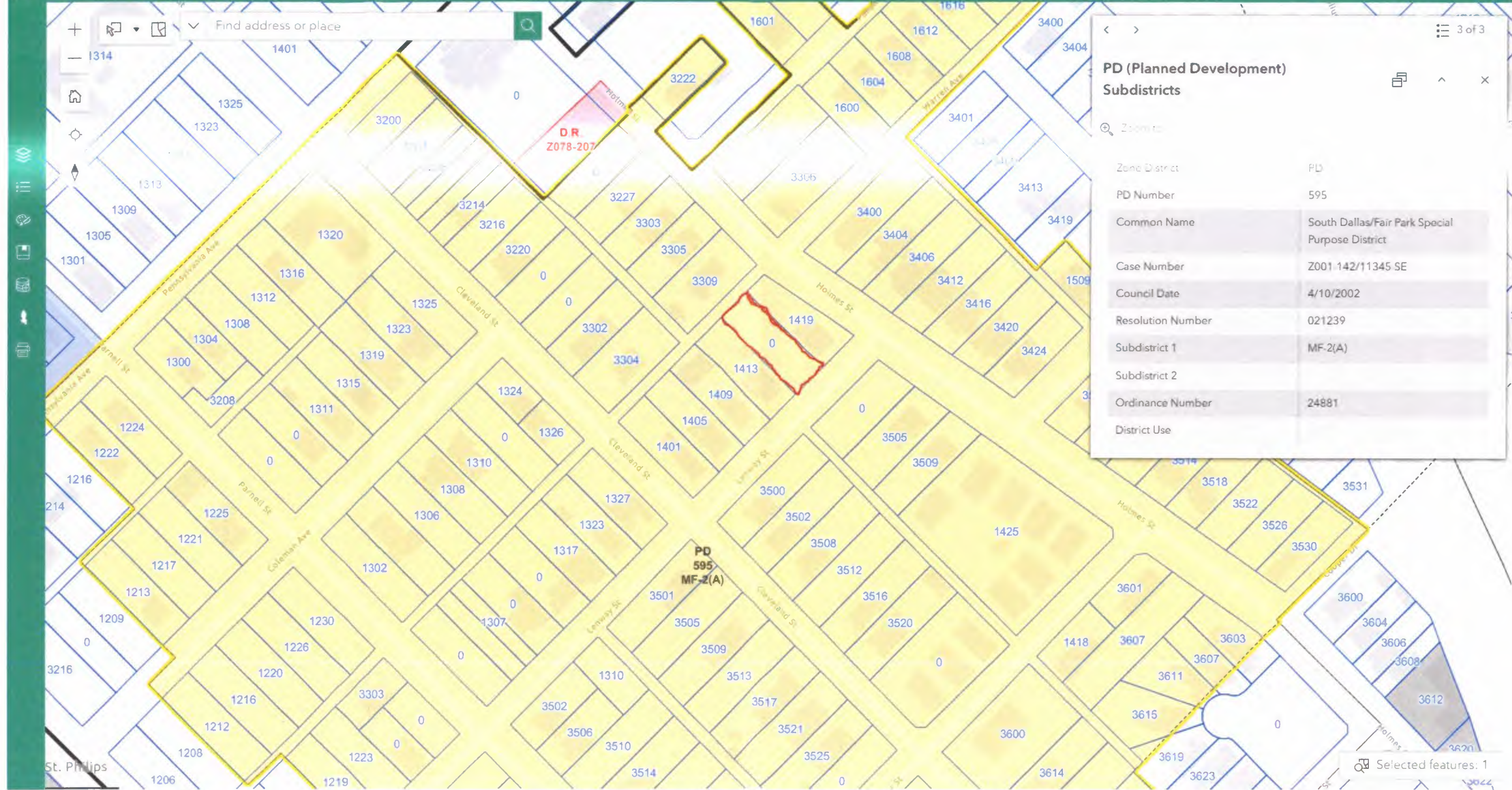
Re: Request to exceed 25% floor area

DALLAS
FORT WORTH
PLANO
MESQUITE
FORNEY
DUNCANVILLE
CEDAR HILL
HOUSTON
AUSTIN

Dear Board of Adjustment,
May I formally request the accessible dwelling unit floor area exceed the 25% floor area of the main house. Our goal is to make the ADU handicap accessible for a senior family member in a wheelchair. The current design of the ADU is 28% of the main floor area which is 48.5 square feet over the allowable 25% floor area. We feel that this extra square footage allows for easier mobility for the handicap family member. Thank you for any consideration you may give to this request.

Sincerely,
Jay Taylor

HARTFORD, CT
INGLEWOOD, CA
OKLAHOMA, OK



BDA245-001



1417

JUXTA

DESIGNER
 JET 1417-001
 1417-001
 04/18/24 11:35:03

STRUCTURAL ENGINEER

MEP ENGINEER

CIVIL ENGINEER

1417 LENWAY ST

1417 PLAN

REVISION

NO.	DESCRIPTION	DATE

JUSTA PROJECT NUMBER
0042

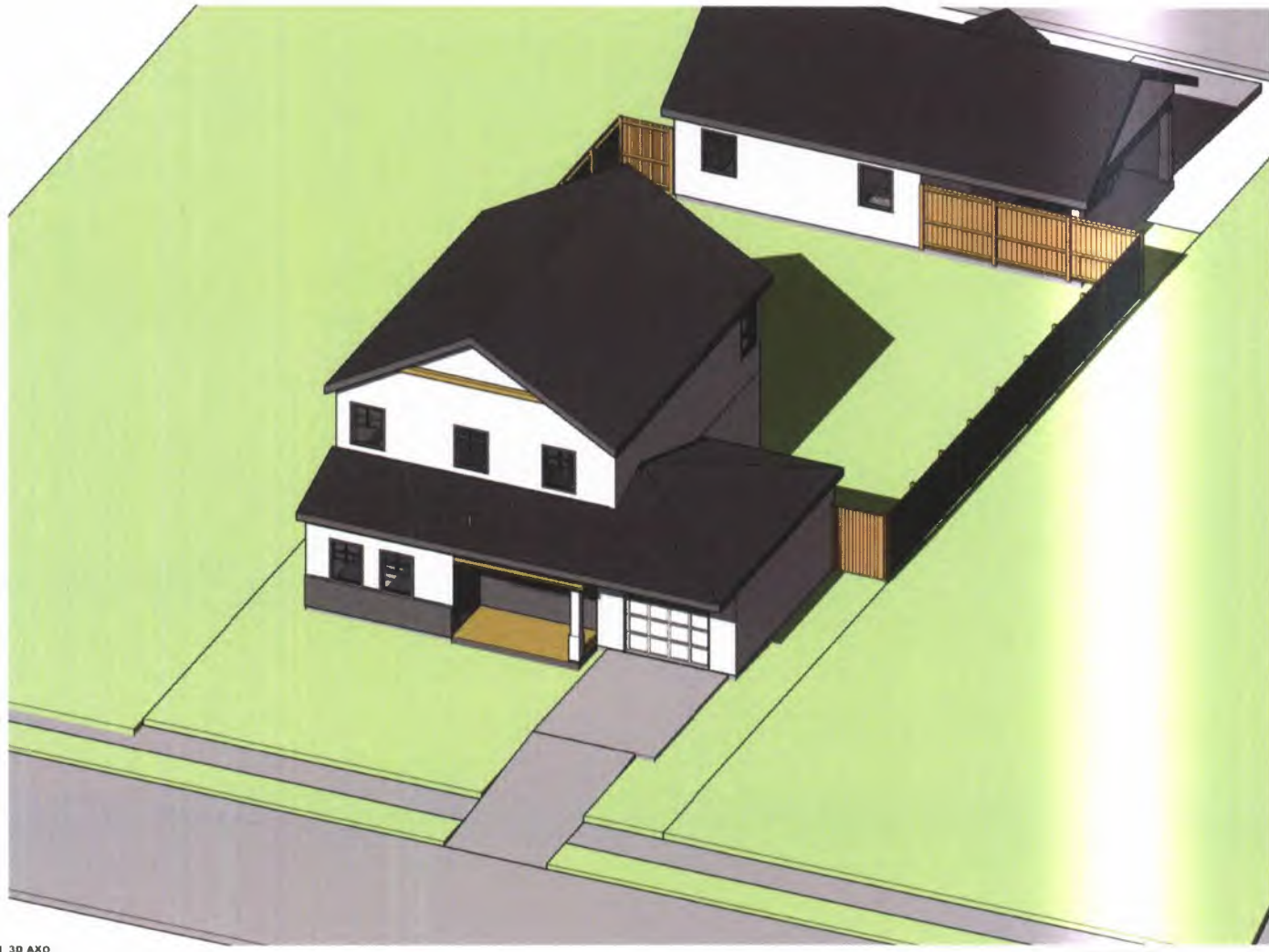
DATE
03/01/2024

ISSUE FOR REVIEW

SHEET TITLE
COVER SHEET

SHEET NO.
A0.00

BDA24S-001



1 3D AXO

JUXTA

DESIGNER
JAY FALCON
909.529.9999
ONLINE 14.7883

STRUCTURAL ENGINEER
REBEKAH BROWN
313.622.3333

MEP ENGINEER
RYAN BROWN
313.622.3333

CIVIL ENGINEER
RYAN BROWN
313.622.3333

1417 LENWAY ST

KEY PLAN

REVISION

PROJECT NUMBER:
0042

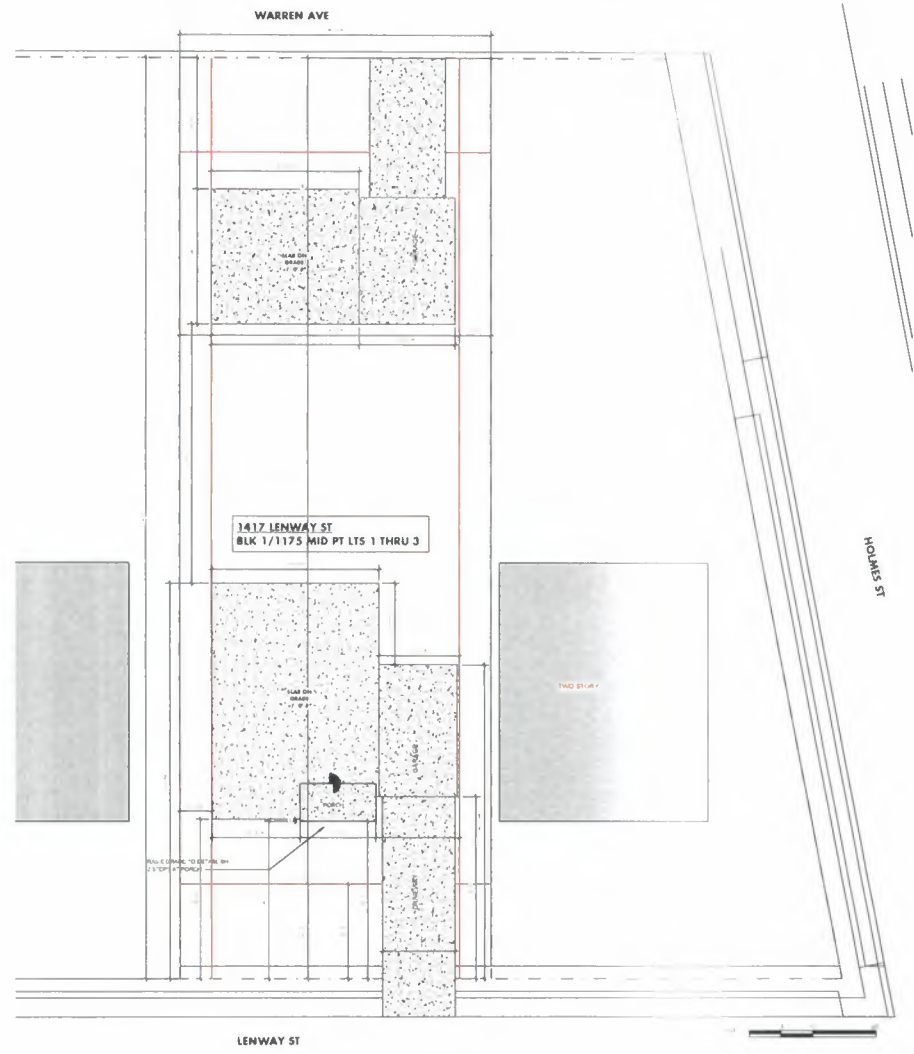
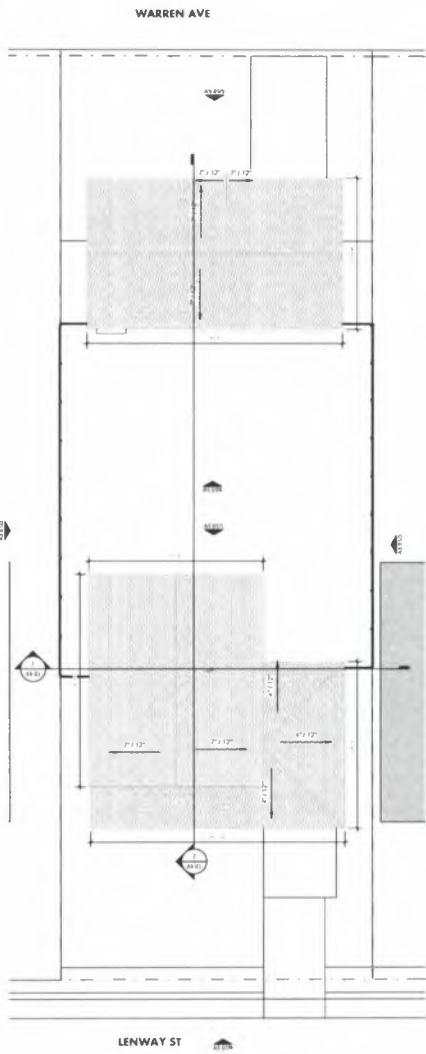
DATE:
03/01/2024

ISSUE:

DRY TITLE
AXO

SHEET NO.
A0.02

BDA 245-001



JUXTA

DESIGNER
 J. M. H. COLE
 1011 E. 10th
 DALLAS, TX 75202

STRUCTURAL ENGINEER
 J. M. H. COLE
 1011 E. 10th
 DALLAS, TX 75202

MEP ENGINEER
 J. M. H. COLE
 1011 E. 10th
 DALLAS, TX 75202

CIVIL ENGINEER
 J. M. H. COLE
 1011 E. 10th
 DALLAS, TX 75202

1417 LENWAY ST

NEXT PLAN

REVISION	DATE	BY	CHKD

ADD TO PROJECT NUMBER
0042

DATE
03/01/2024

ISSUE
ISSUE FOR REVIEW

SHEET TITLE
SITEPLAN AND GRADING

SHEET NO
A1.00

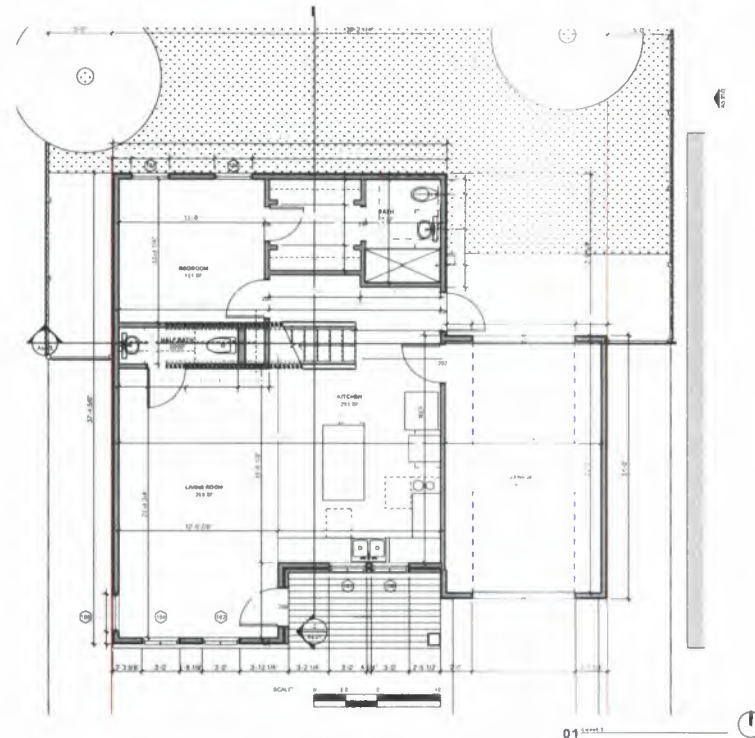
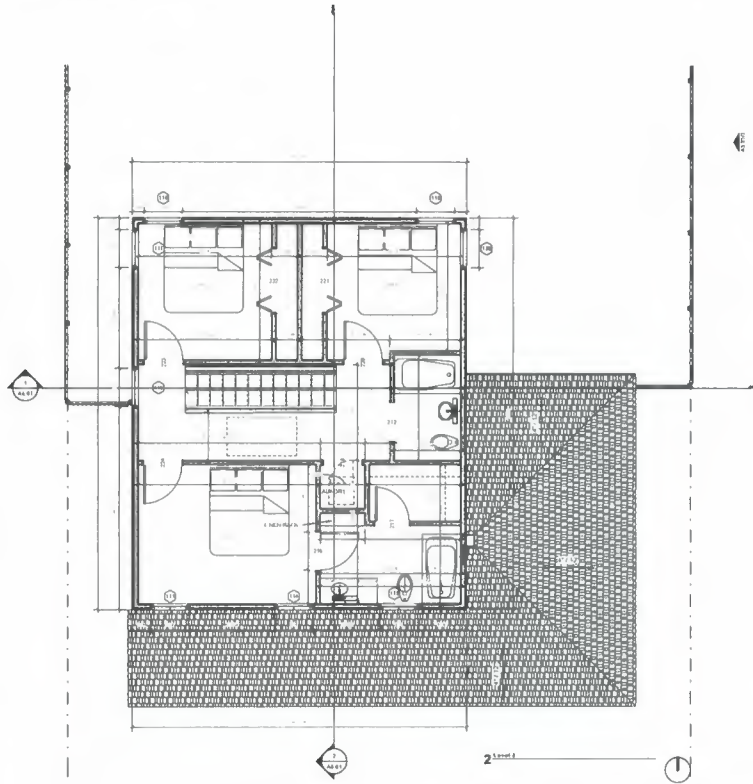
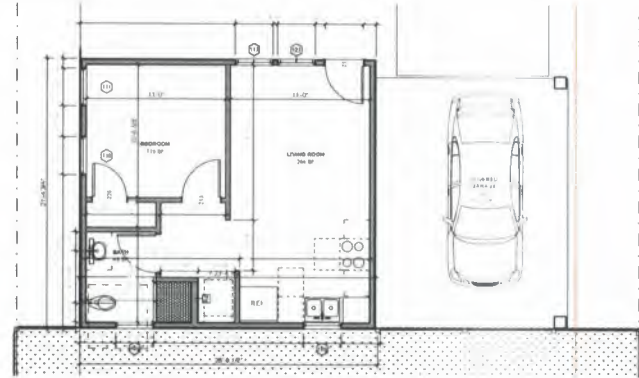
BDA245-001

SQUARE FOOTAGE AREA

MAIN HOUSE
A/C SQFT: 1,734 SF
GARAGE SQFT: 267 SF
TOTAL: 2,001 SQFT

PORCH: 72 SF

ADU UNIT
A/C SQFT: 500 SF
TOTAL SF: 500 SF



JUXTA

OBIDNER
JULY 14, 2024
03:01 PM
DALLAS, TX 75201
STRUCTURAL ENGINEER
MEP ENGINEER
CIVIL ENGINEER

1417 LENWAY ST

AS PLAN

REVISION

NO.	DESCRIPTION	DATE

PROJECT NUMBER
0042
DATE
03/01/2024
TITLE
ISSUE FOR REVIEW

SHEET TITLE
FLOORPLANS
SHEET NO.
A2.01

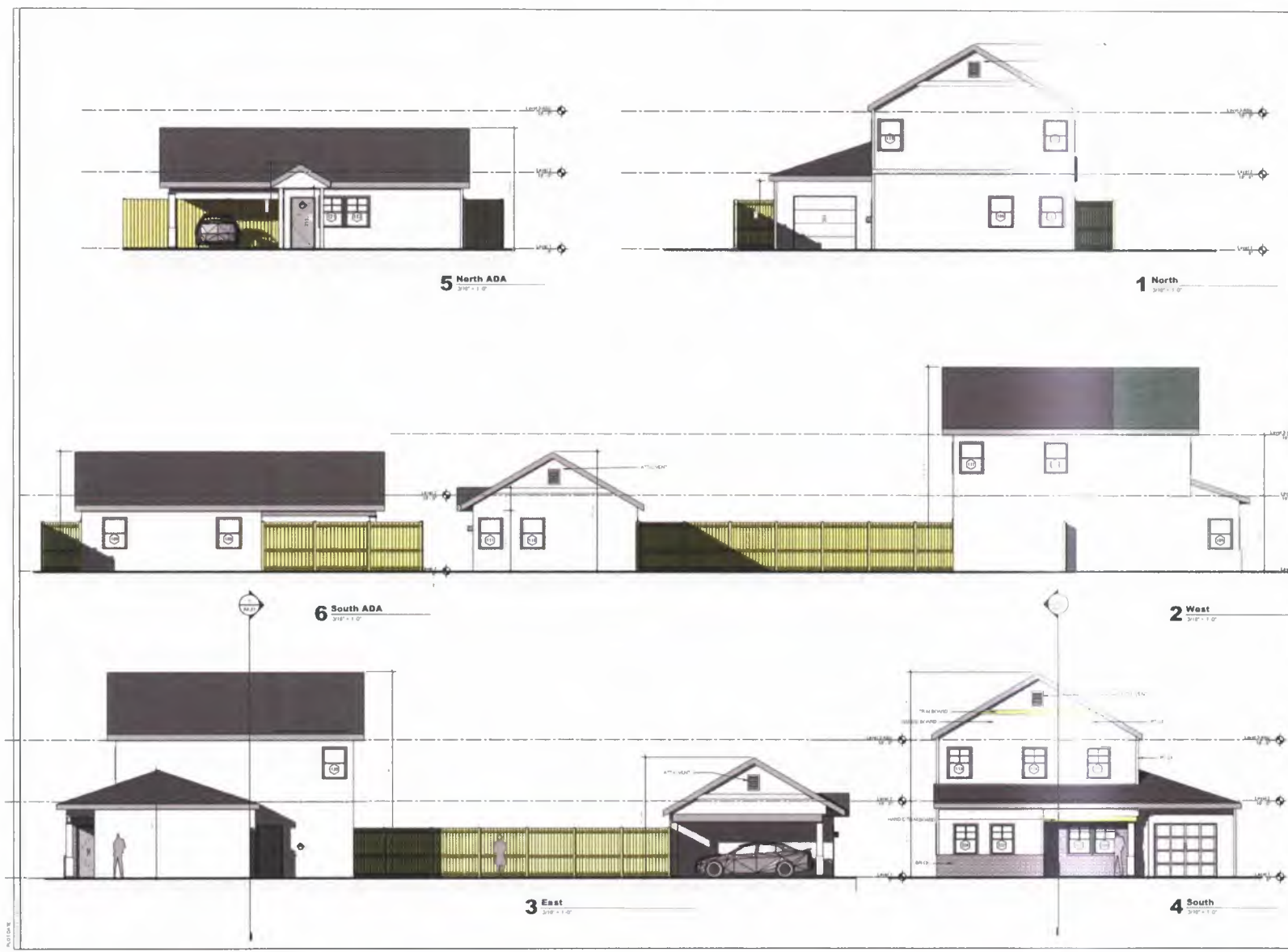
BDA245-001

JUXTA

DESIGNER
JUXTA LLC
10111 W. 11th Ave.
Denver, CO 80231

STRUCTURAL ENGINEER
MEP ENGINEER
CIVIL ENGINEER

1417 LENWAY ST



5 North ADA
3/10' x 1/2"

1 North
3/10' x 1/2"

6 South ADA
3/10' x 1/2"

2 West
3/10' x 1/2"

3 East
3/10' x 1/2"

4 South
3/10' x 1/2"

REVISION

JUXTA PROJECT NUMBER
0042
DATE
03/01/2024
GROUP
ISSUE FOR REVIEW
SHEET TITLE
ELEVATIONS

SHEET NO
A5.01

BDA245-001

FILE NUMBER: BDA245-014(BT)

BUILDING OFFICIAL'S REPORT: Application of Blanca Cardenas for **(1)** a variance to the side-yard setback regulations at **3146 CLYDEDALE DRIVE**. This property is more fully described as Block 6/5776, Lot 22 and is zoned R-7.5(A), which requires a side-yard setback for of 5-feet. The applicant proposes to construct and/or maintain a single-family residential structure and provide a 0-foot side-yard setback, which will require **(1)** a 5-foot variance to the side-yard setback regulations.

LOCATION: 3146 Clydedale Drive

APPLICANT: Blanca Cardenas

REQUEST:

- (1) A request for a variance to the side-yard setback regulations.

STANDARDS OF REVIEW FOR A VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the board has the power to grant variances from the front-yard, **side-yard**, rear-yard, lot-width, lot-depth, lot-coverage, floor area for structures accessory to single-family uses, height, minimum sidewalks, off-street parking or off-street loading, or landscape regulations provided that the variance is:

- (A) **not contrary to the public interest** when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- (B) **necessary to permit development of a specific parcel of land** that differs from other parcels of land by being of such a restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- (C) **not granted to relieve a self-created or personal hardship**, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code §51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.

- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

STAFF RECOMMENDATION:

Variance:

Denial

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest as no letters of opposition were received.
- B. Subject site does not differ from other surrounding parcels of land by being of such a restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land in the same zoning. However, the subject site is less than the minimum 7,500 square feet (R-7.5(A)).
- C. This is a self-created hardship, constructed without permit approval and inspections.

BACKGROUND INFORMATION:

Zoning:

Site: R-7.5(A) (Single Family District)
North: MF-2(A) (Multifamily District)
East: R-7.5(A) (Single Family District)
South: R-7.5(A) (Single Family District)
West: R-7.5(A) (Single Family District)

Land Use:

The subject site and all surrounding properties are developed with single family uses.

Square Footage:

This lot contains of 6,798 square feet (0.156 of an acre)

BDA History:

No BDA history found in the last five years

GENERAL FACTS/STAFF ANALYSIS:

- The application of Blanca Cardenas for the property located at 3146 Clydedale Drive focuses on 1 request relating to a variance to the side-yard setback regulations.
- The applicant is requesting a variance to the side-yard setback regulations. The applicant is proposing to construct and maintain a residential addition and provide a 0-foot 0-inch

side-yard setback, which will require a 5-foot 0-inch variance to the side-yard setback regulations.

- The subject site along with surroundings properties are all developed with single-family homes.
- It is imperative to note that the addition is complete without approved building permits on file.
- The applicant has the burden of proof in establishing the following:
 - 1) That granting the variance to the side-yard setback regulations will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
 - 2) The variance is necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
 - 3) The variance would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.
- ELEMENT II SUBSTITUTE:

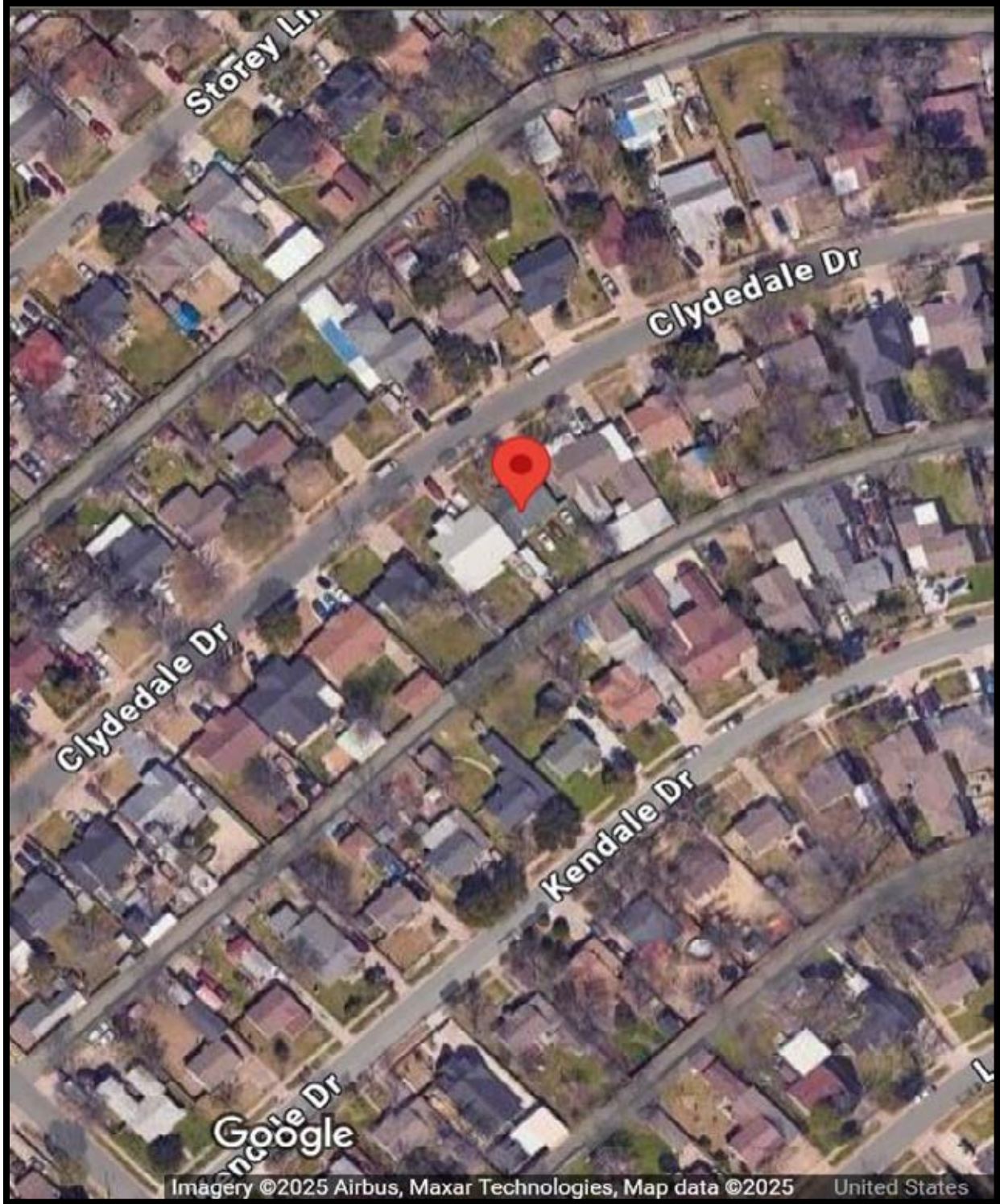
Dallas Development Code §51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:


 - (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
 - (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
 - (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
 - (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
 - (v) the municipality considers the structure to be a nonconforming structure.
- Granting the variance to the side-yard setback regulations with a condition that the applicant complies with the submitted site plan and elevations, would require the proposal to be constructed as shown on the submitted documents.
- 200' Radius Video: [BDA245-014 at 3146 Clydedale Dr](#)

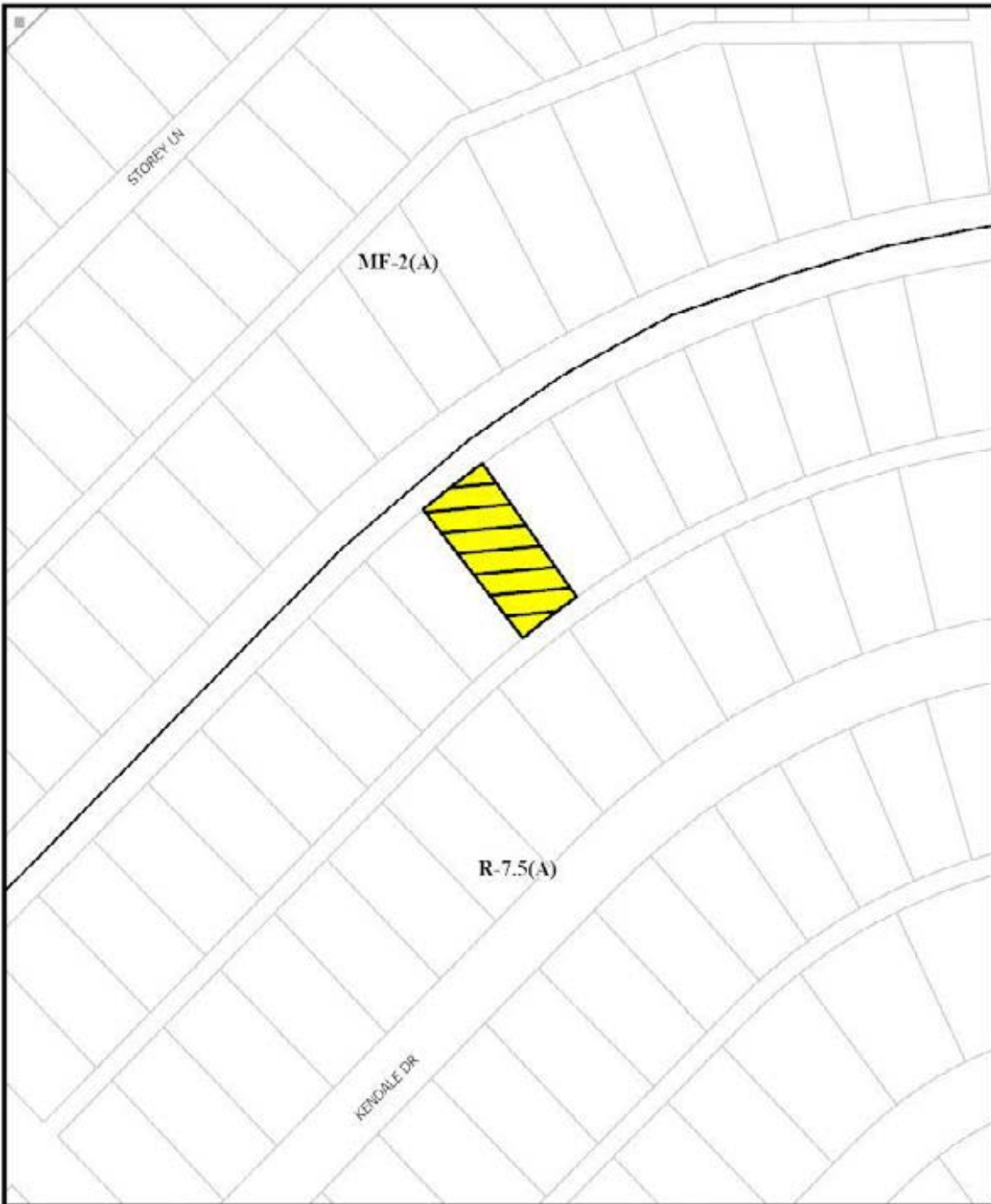
Timeline:

- December 2, 2024: The applicant submitted an “Application/Appeal to the Board of Adjustment” and related documents which have been included as part of this case report.
- December 17, 2024: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **B**.
- December 24, 2024: The Planning and Development Department Senior Planner emailed the applicant the following information:
- an attachment that provided the public hearing date and panel that will consider the application; the January 2, 2025, deadline to submit additional evidence for staff to factor into their analysis; and January 10, 2025, deadline to submit additional evidence to be incorporated into the board’s docket materials.
 - the criteria/standard that the board will use in their decision to approve or deny the request; and
 - the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.
- January 2, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the January public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner and Transportation Engineer.
- January 22, 2025: The Board of Adjustment Panel **B**, at its public hearing held on Wednesday, January 22, 2025, moved to **HOLD** this matter under advisement until **February 19, 2025**.
- January 24, 2024: Planning and Development Department Senior Planner emailed the applicant the following information:
- an attachment that provided the public hearing date and panel that will consider the application; the January 31, 2025, deadline to submit additional evidence for staff to factor into their analysis; and February 7, 2025, deadline to submit additional evidence to be incorporated into the board’s docket materials.
 - the criteria/standard that the board will use in their decision to approve or deny the request; and
 - the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

January 30, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the February public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner and Transportation Engineer.



 1:1,200	<h1>AERIAL MAP</h1>	Case no: <u>BDA245-014</u> Date: <u>12/20/2024</u>
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



1:1,200

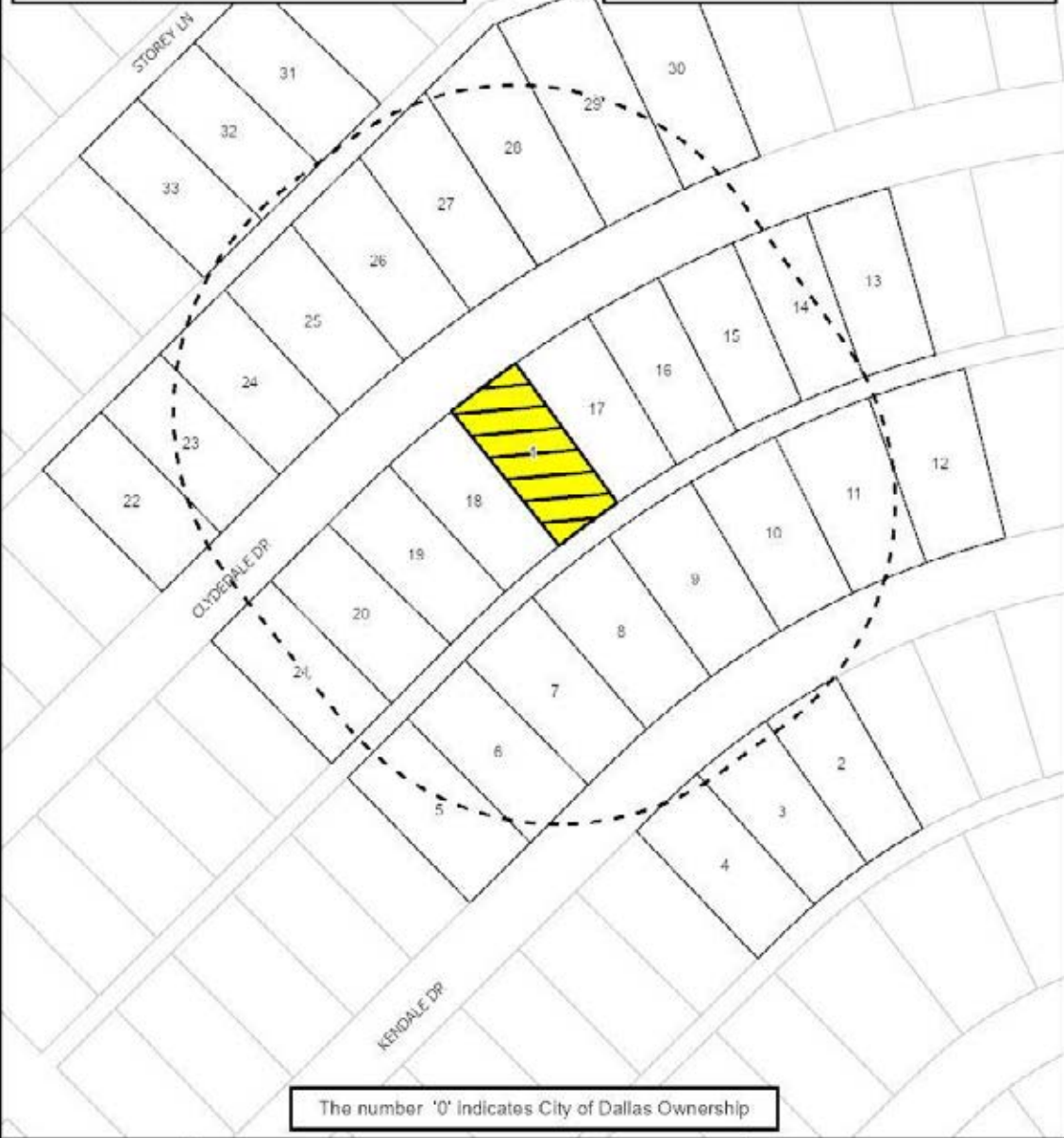
ZONING MAP

Case no: **BDA245-014**

Date: **12/20/2024**

The area of request is hatched  . Notification is sent to all property owners within the notification buffer area (shown by the dashed circle). Your property is not being rezoned if you are outside of the hatched area. If your property is not within the hatched area, you are receiving this notice only to let you know of the request.

El área de solicitud está sombreada  . La notificación se envía a todos los propietarios dentro del área de notificación (que se muestra con un círculo discontinuo). Su propiedad no será re zonificada si está fuera del área sombreada. Si su propiedad no está dentro del área sombreada, recibió este aviso solo para informarle sobre la solicitud.



 1:1,200	<h2>NOTIFICATION</h2>	Case no: BDA245-014
	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">200'</div> <div>AREA OF NOTIFICATION</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">33</div> <div>NUMBER OF PROPERTY OWNERS NOTIFIED</div> </div>	Date: 12/20/2024

Notification List of Property Owners

BDA245-014

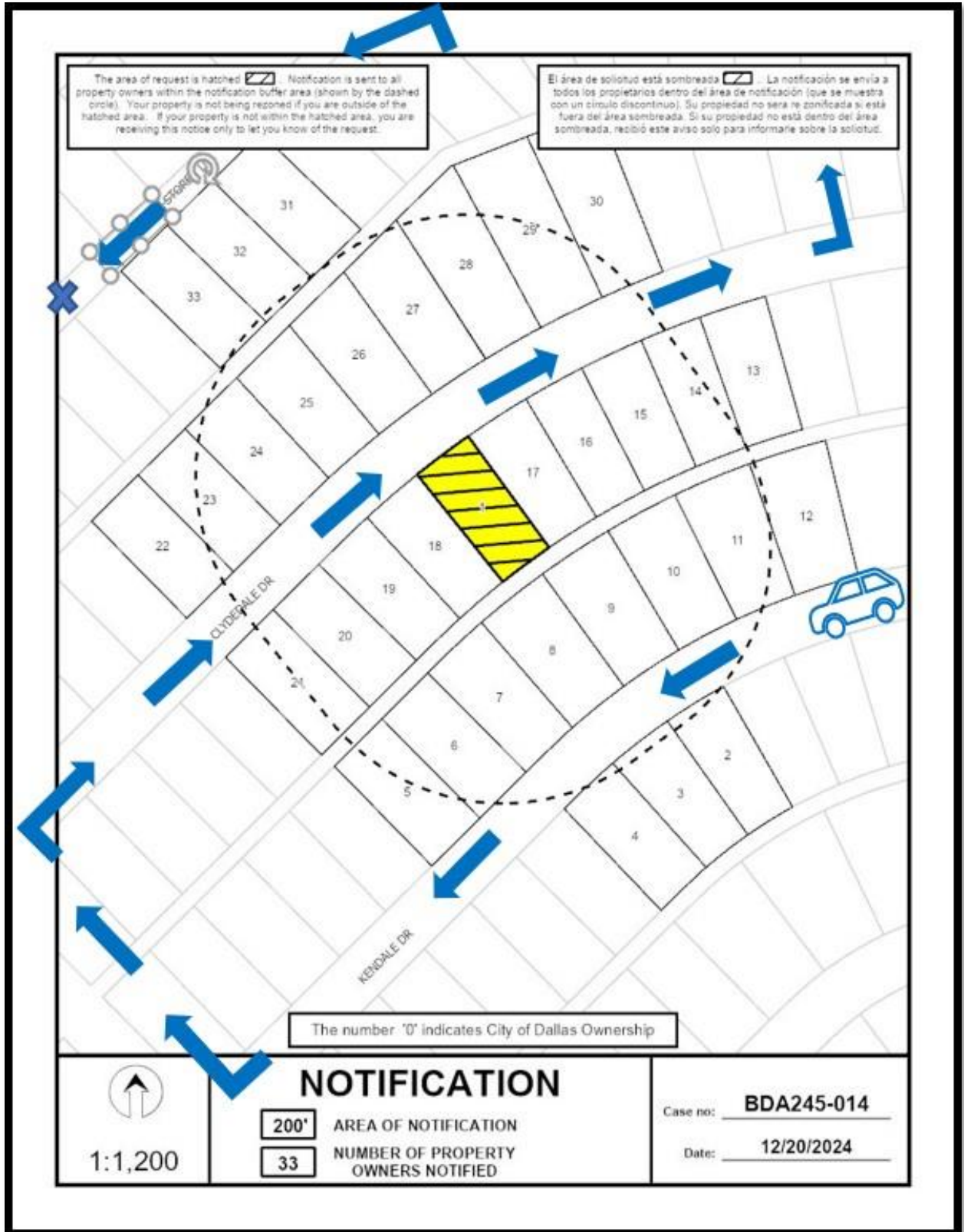
33 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	3146 CLYDEDALE DR	MENDEZ JUAN G &
2	3146 KENDALE DR	CARREON JOE LUCAS
3	3140 KENDALE DR	RODRIGUEZ JUAN & LUZ
4	3136 KENDALE DR	HERONS NEST AT CAMANO LLC
5	3127 KENDALE DR	OLMOS RIGOBERTO &
6	3131 KENDALE DR	MENDEZ JUAN
7	3137 KENDALE DR	SILVA HIPOLITO &
8	3141 KENDALE DR	RAMIREZ INOCENCIO &
9	3147 KENDALE DR	GAMEZ MARTIN & ANDREA
10	3151 KENDALE DR	JIMENEZ GUSTAVO & MARIA
11	3155 KENDALE DR	VILLEGAS MARIA DE LA LUZ &
12	3159 KENDALE DR	TINOCO JORGE
13	3212 CLYDEDALE DR	FLORES ANA LILIA
14	3206 CLYDEDALE DR	CAZARES MANUEL E &
15	3202 CLYDEDALE DR	MONSIVAIS MIGUEL
16	3154 CLYDEDALE DR	ADVENTURA HOMEX CHANGE
17	3150 CLYDEDALE DR	GONZALEZ JOSE FRANCISCO &
18	3140 CLYDEDALE DR	GONZALES LUIS J
19	3136 CLYDEDALE DR	AGUINAGA PEDRO
20	3130 CLYDEDALE DR	GARCIA PASCUAL & MARIA
21	3126 CLYDEDALE DR	VILLARREAL JOSE M
22	3127 CLYDEDALE DR	MENECES MARIO &
23	3131 CLYDEDALE DR	RODRIGUEZ AVELINO T &
24	3137 CLYDEDALE DR	LOPEZ CECILIO JUAREZ
25	3141 CLYDEDALE DR	RODRIGUEZ JUAN LUGO &
26	3147 CLYDEDALE DR	PEREZ SERGIO DIAZ ETAL

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	3151 CLYDEDALE DR	SANCHEZ MARGARITO & MARY
28	3155 CLYDEDALE DR	<u>RUIZ ANTONIO</u> GARDUNO
29	3203 CLYDEDALE DR	Taxpayer at
30	3207 CLYDEDALE DR	PEREZ JOSE G & MARIA E
31	3150 STOREY LN	SIERRA CASILDO
32	3146 STOREY LN	HERRERA EMILIANO
33	3140 STOREY LN	MENDOZA JOSE

 1:1,200	NOTIFICATION	Case no: <u>BDA245-014</u>
	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">200'</div> <div>AREA OF NOTIFICATION</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">33</div> <div>NUMBER OF PROPERTY OWNERS NOTIFIED</div> </div>	Date: <u>12/20/2024</u>

200' Radius Route Map



NOTICE OF PUBLIC HEARING

BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL B)

NOTICE IS HEREBY GIVEN that the BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL B) will hold a hearing as follows:

DATE: WEDNESDAY, FEBRUARY 19, 2025

BRIEFING: 10:30 a.m. via Videoconference and in 6ES, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0219>

HEARING: 1:00 p.m. via Videoconference and in 6ES, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0219>

The purpose of the hearing is to consider the following appeal(s) now pending before the Board of Adjustment. This Case was held under advisement on January 23, 2025.

BDA245-014(BT) Application of Blanca Cardenas for (1) a variance to the side-yard setback regulations at 3146 CLYDEDALE DRIVE. This property is more fully described as Block 6/5776, Lot 22, and is zoned R-7.5(A), which requires a side-yard setback of 5-feet. The applicant proposes to construct and/or maintain a single-family residential structure and provide a 0-foot side-yard setback, which will require (1) a 5-foot variance to the side-yard setback regulations.

You have received this notice because you own property within 200 feet of the above property. You may be interested in attending the Board of Adjustment hearing to express your support for or opposition to the application. You may also contact the Board of Adjustment by email to BDAreply@dallas.gov. Letters will be accepted until 9:00 am the day of the hearing, if you are unable to attend the hearing. If you choose to respond, it is important that you let the Board know your reasons for being in favor of or in opposition to the application. The Board members are very interested in your opinion.

Note: Any materials (such as plans, elevations, etc.) included within this notice may be subject to change.

The Board of Adjustment hearing will be held by videoconference and in 6ES at City Hall. Individuals who wish to speak in accordance with the Board of Adjustment Rules of Procedure by joining the meeting virtually, must register online at <https://bit.ly/BDA-B-Register> by the close of business Tuesday, February 18, 2025. All virtual speakers will be required to show their video in order to address the board. In Person speakers can register at the hearing. Public Affairs and Outreach will also stream the public hearing on Spectrum Cable Channel 96 or 99; and bit.ly/cityofdallastv or [YouTube.com/CityofDallasCityHall](https://www.youtube.com/CityofDallasCityHall)

Speakers at the meeting are allowed a maximum of three minutes to address the Board.

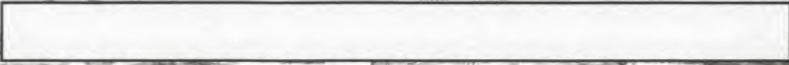
Additional information regarding the application may be obtained by calling Bryant Thompson, Senior Planner at (214) 948-4502, or Mary Williams, Board Secretary at (214) 670-4127. Si desea información en español, favor de llamar al teléfono a Mary Williams al (214) 670-4127.

Board of Adjustment
Planning & Development Department
1500 Marilla Street 5CN Dallas TX 75201

PLEASE SEND REPLIES TO:
BDAreply@dallas.gov
Letters will be received until 9:00
am the day of the hearing.

PLEASE REGISTER AT:
<https://bit.ly/BDA-B-Register>

Development Services



Case No.: BDA 245-014 **RECEIVED**
Date: DEC 02 REC'D
BY: _____

Data Relative to Subject Property: _____ Date: _____
Location address: 3146 Clydesdale Zoning District: R-7.5
Lot No.: 2 Block No.: 6/3774 Acreage: 0.156 Census Tract: _____
Street Frontage (in Feet): 1) 58' 2) _____ 3) _____ 4) _____ 5) _____

To the Honorable Board of Adjustment:

Owner of Property (per Warranty Deed): Juan C Mendez
Applicant: Blanca Cardenas Telephone: 469 9961545
Mailing Address: 1801 N. Hampton Rd. Desoto TX Zip Code: 75115
E-mail Address: susancardenas20@gmail.com
Represented by: _____ Telephone: _____
Mailing Address: _____ Zip Code: _____
E-mail Address: _____

Affirm that an appeal has been made for a Variance or Special Exception of requesting a variance for special set backs for an addition at 0 Ft. BC

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to Grant the described appeal for the following reason:
requesting a variance for special set back due to an addition

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared Blanca Cardenas
(Affiant/Applicant's name printed)

who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property

Respectfully submitted: Blanca Cardenas
(Affiant/Applicant's signature)

Subscribed and sworn to before me this 02 day of October, 2024



Jennifer Reyes
Notary Public in and for Dallas County, Texas

**MEMORANDUM OF
ACTION TAKEN BY THE
BOARD OF ADJUSTMENT**

Date of Hearing _____

Appeal was--Granted OR Denied

Remarks _____

Chairman

Building Official's Report

I hereby certify that BLANCA CARDENAS

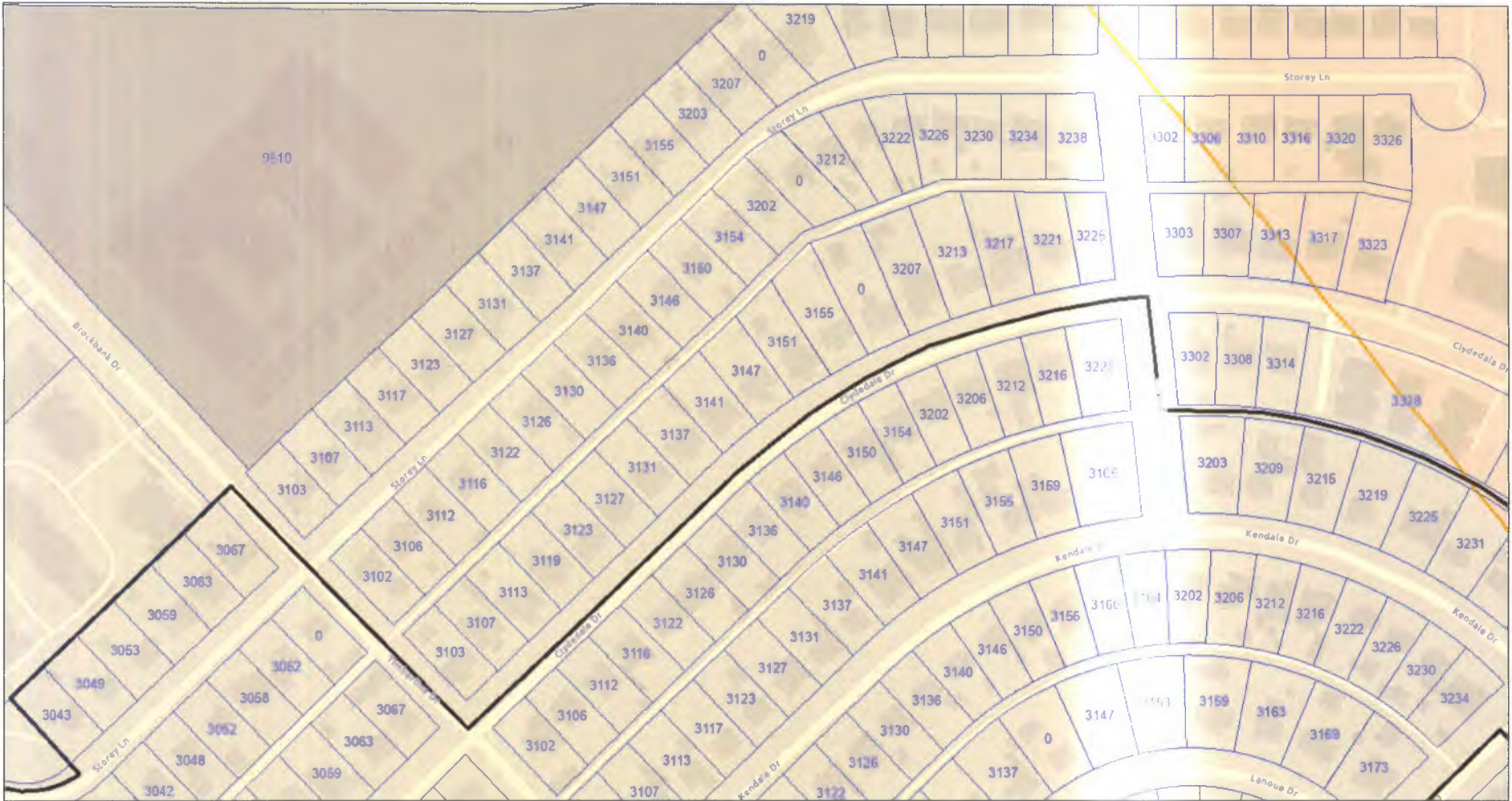
did submit a request for (1) a special exception to the side-yard setback regulations
at 3146 Clydedale Dr

BDA245-014(BT) Application of Blanca Cardenas for (1) a variance to the side-yard setback regulations at 3146 CLYDEDALE DRIVE. This property is more fully described as Block 6/5776, Lot 22, and is zoned R-7.5(A), which requires a side-yard setback of 5-feet. The applicant proposes to construct and/or maintain a single-family residential structure and provide a 0-foot side-yard setback, which will require (1) a 5-foot variance to the side-yard setback regulations.

Sincerely,

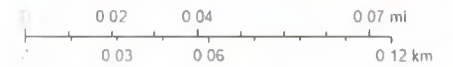

M. Samuell Eskander, PE

ArcGIS Web Map



11/12/2024, 10:19:47 AM

1:1,822



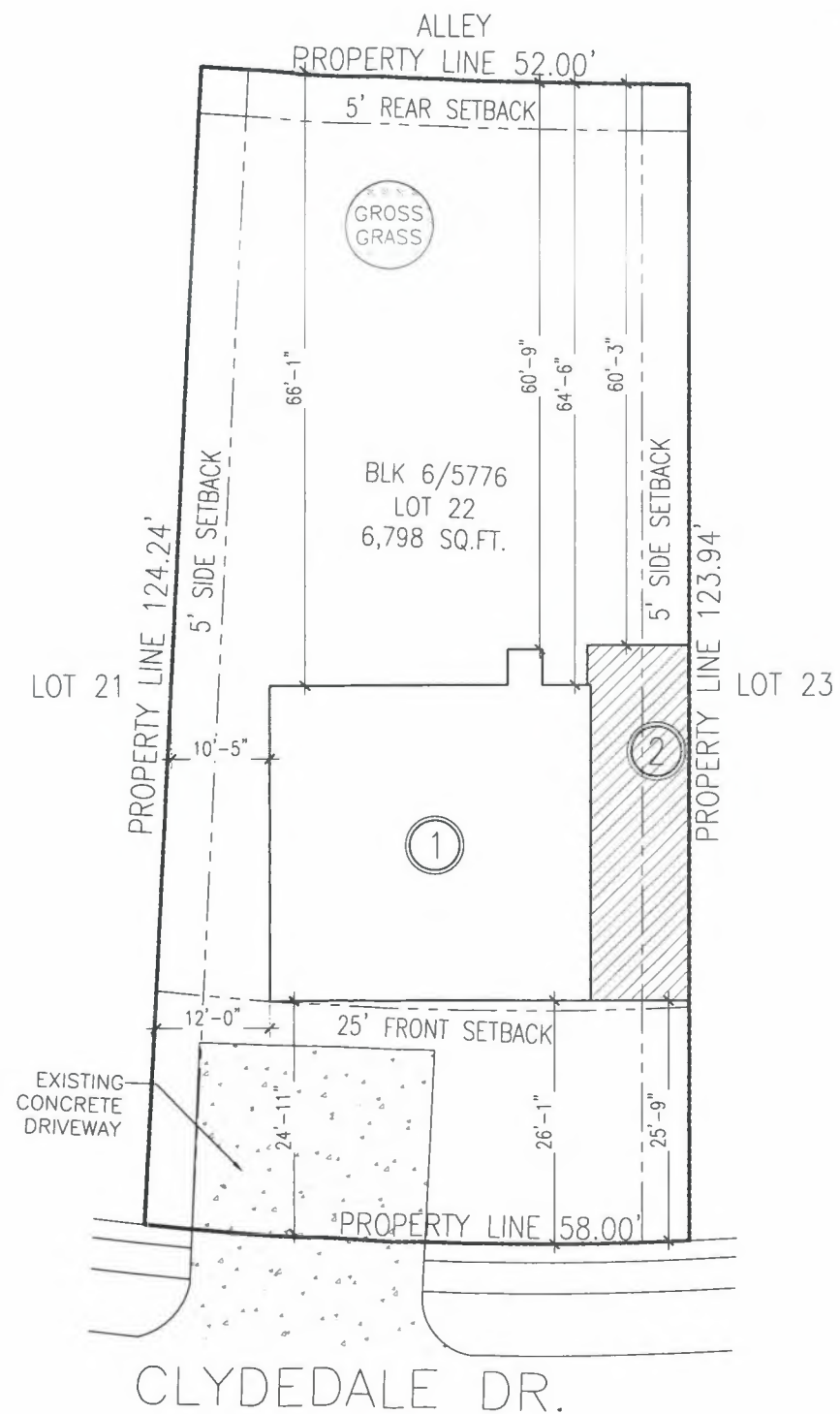
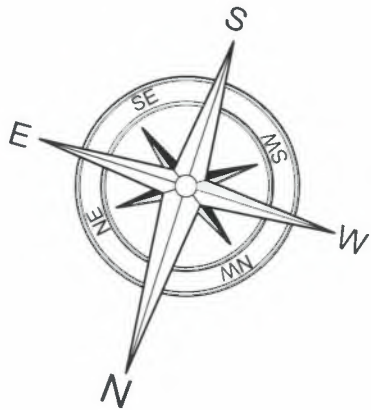
© Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, and OpenStreetMap contributors, and the GIS User Community

BDA 245-OK

CITY OF DALLAS PLAT BOOKS
 ANNEXED MAY 23 1945 ORD. NO. 3629 ADDITION COMMUNITY PLACE BLOCKS 2, 3, 6, 10, 13
 SURVEY DICKERSON PARKER ABST. 1113 SCALE 100 FT. EQUALS 1 INCH SCHOOL DIST. DALLAS
 5776

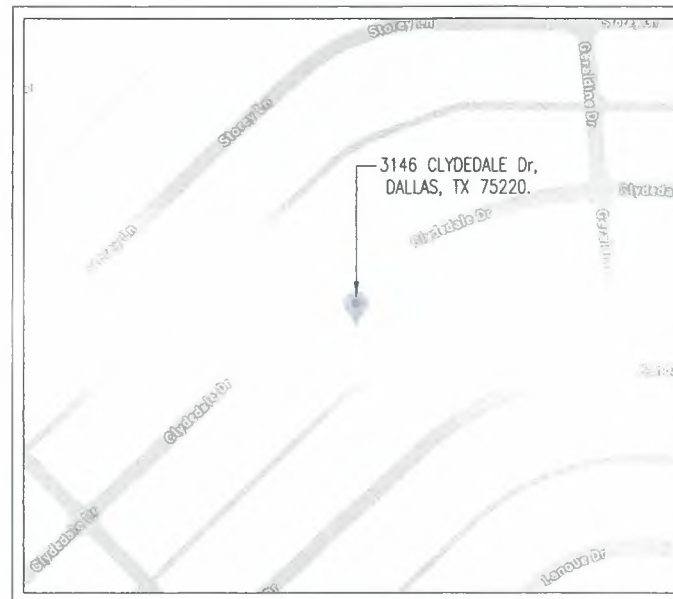


BOA245-014



SITE PLAN

SCALE 1" = 20'



VICINITY MAP

FOR REFERENCE ONLY

AREA DISTRIBUTION		
1	EXISTING LIVING AREA	1,176 SQ. FT.
2	PROPOSED LIVING AREA (ADDITION)	398 SQ. FT.
	TOTAL COVERAGE	1,574 SQ. FT.
	TOTAL LIVING AREA	1,574 SQ. FT.
	LOT AREA	6,798 SQ.FT.
	% LOT COVERAGE	23.15 %

LEGAL DESCRIPTION

- 1: COMMUNITY PLACE
- 2: BLK 6/5776 LOT 22
- 3:
- 4: INT201500018667 DD01222015 CO-DC
- 5: 5776 006 02200 1005776 006



rcplans@outlook.com

All the information in these plans is provided by the client and / or builder, the designer only limits himself to draw required plans for building permits and doesn't supervise construction or control of quality of materials, therefore the designer does not assume any type of responsibility derived from this project. The project owner is recommended to have professional supervision of a qualified architect or engineer for the review of plans and building's construction.

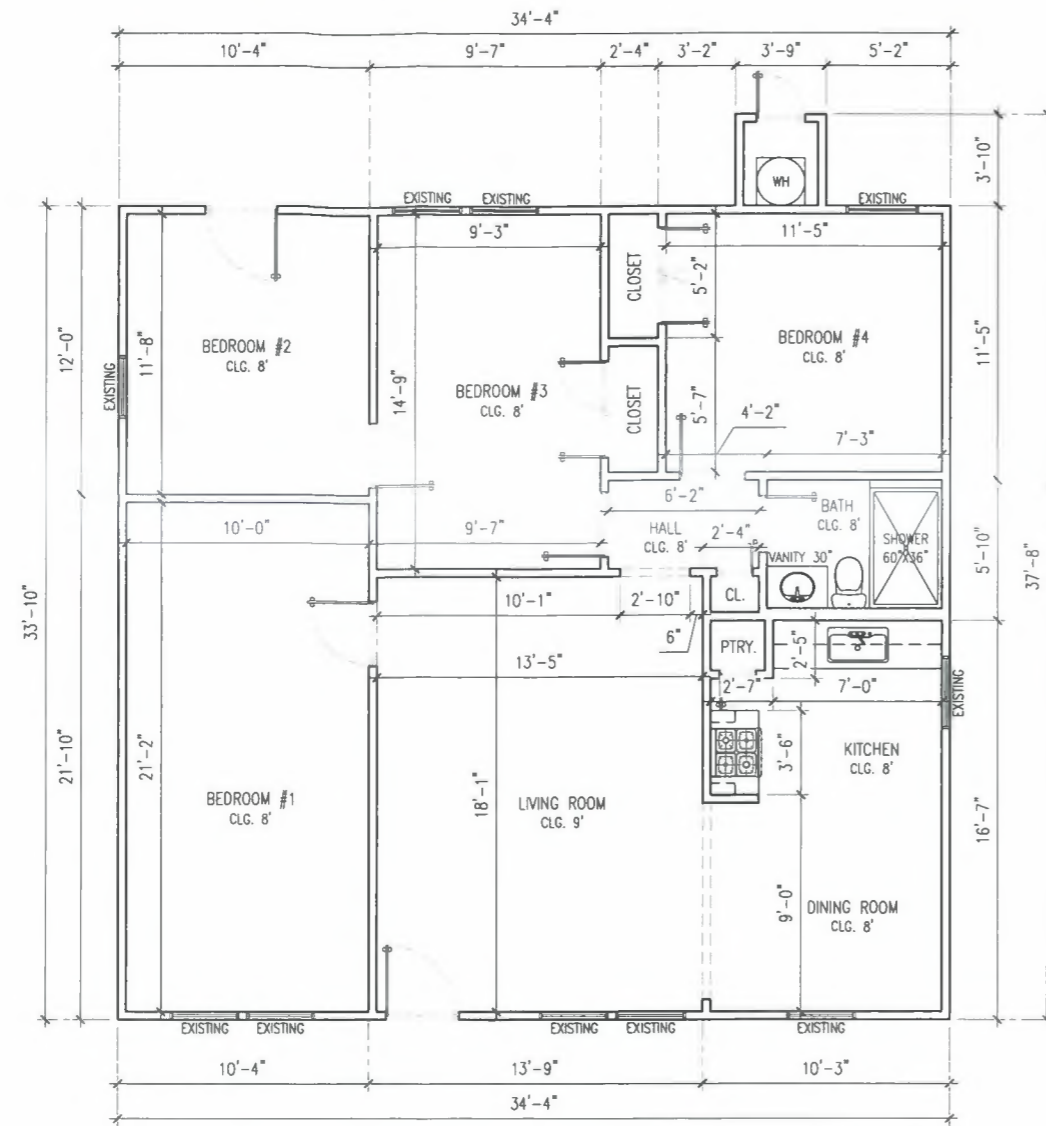
RESIDENTIAL ADDITION	SITE PLAN	RC PLANS	08/10/2024	1" = 20'
USE:	PLAN:	DRAWN BY:	DATE:	SCALE:

ADDRESS:

3146 CLYDEDALE DR, DALLAS, TX 75220

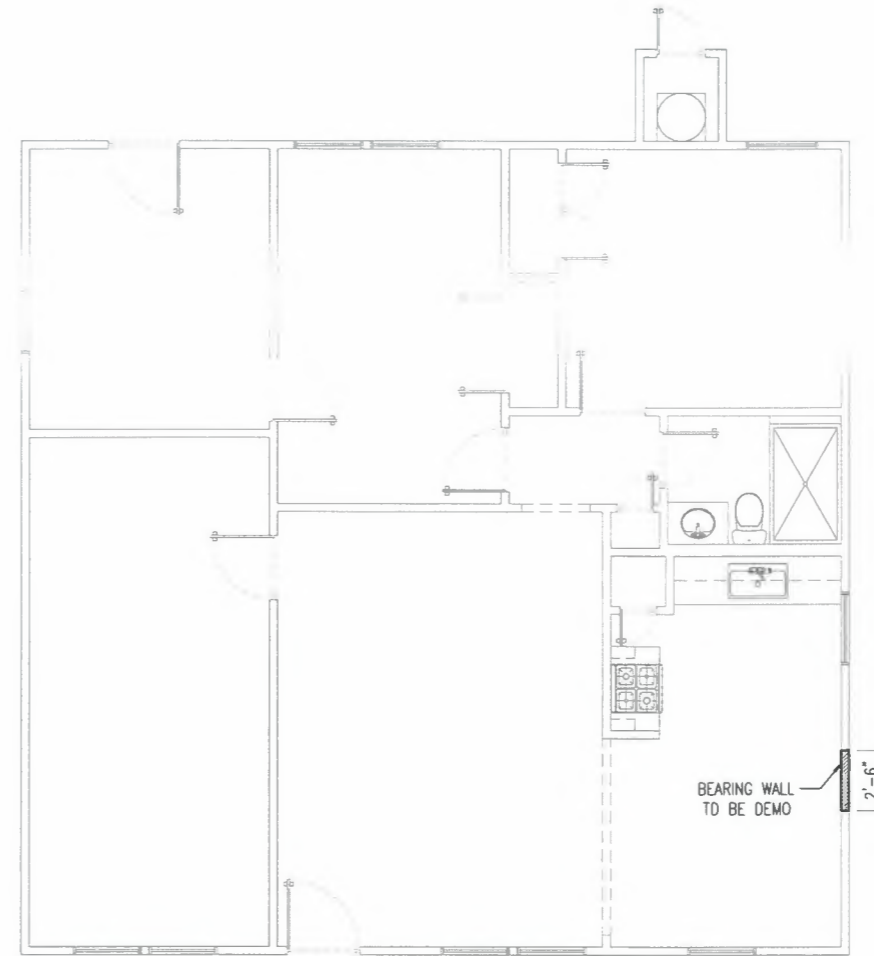
PAGE NUMBER:

01



EXISTING FLOOR PLAN

SCALE 1/8" = 1'-0"



DEMO PLAN

SCALE 1/8" = 1'-0"

SCOPE OF WORK	
ITEM	DESCRIPTION
A	PROPOSED LIVING ADDITION (398 SQ.FT.), MUST MATCH EXISTING MATERIALS IN SHAPE, COLOR, ETC., AND MUST COMPLY WITH RESIDENTIAL BUILDING CODE. THE ROOF AFFECTED BY THE ADDITION MUST BE RESTORED AFTER ASSEMBLY OF NEW FRAMING, ALL SHINGLES MUST BE IN GOOD CONDITION AFTER ROOF FINISHING.
B	WALL FINISH, EXTERIOR SIDING, FLOOR FINISH AND FOUNDATION TO BE REPAIRED AS NECESSARY. ALL WORK MUST COMPLY WITH CURRENT CITY BUILDING CODE
C	GENERAL ELECTRICAL FIXTURES TO BE REPAIRED AND UPDATED ACCORDING TO NEW LAYOUT, REWIRE WORK AND REPLACEMENT OF ELECTRICAL FIXTURES AT REMODELING SPACES. ALL WORKS MUST BE IN COMPLY WITH CURRENT ELECTRICAL CITY CODE
D	GENERAL PLUMBING ACCESSORIES AND LINES TO BE REPAIRED AND UPDATED ACCORDING TO NEW LAYOUT. ALL WORKS MUST BE IN COMPLY WITH CURRENT PLUMBING CITY CODE

ADOPTED CITY CODES:

- 2021 International Building Code
- 2021 International Residential Code
- 2021 International Energy Conversational Code
- 2021 International Fuel Gas Code
- 2021 International Mechanical Code
- 2021 International Plumbing Code
- 2021 International Existing Building Code
- 2021 International Fire Code
- 2020 National Electrical Code

DEMO PLAN LEGEND

SYMBOL	DESCRIPTION
	WALL TO BE DEMO



rcplans@outlook.com

All the information in these plans is provided by the client and / or builder. the designer only limits himself to draw required plans for building permits and doesn't supervise construction or control of quality of materials, therefore the designer does not assume any type of responsibility derived from this project. The project owner is recommended to have professional supervision of a qualified architect or engineer for the review of plans and building's construction.

USE:	RESIDENTIAL ADDITION
PLAN:	EXISTING & DEMO FLOOR PLAN
DRAWN BY:	RC PLANS
DATE:	08/10/2024
SCALE:	1/8" = 1'

ADDRESS:

3146 CLYDEDALE DR, DALLAS, TX 75220

PAGE NUMBER:

02

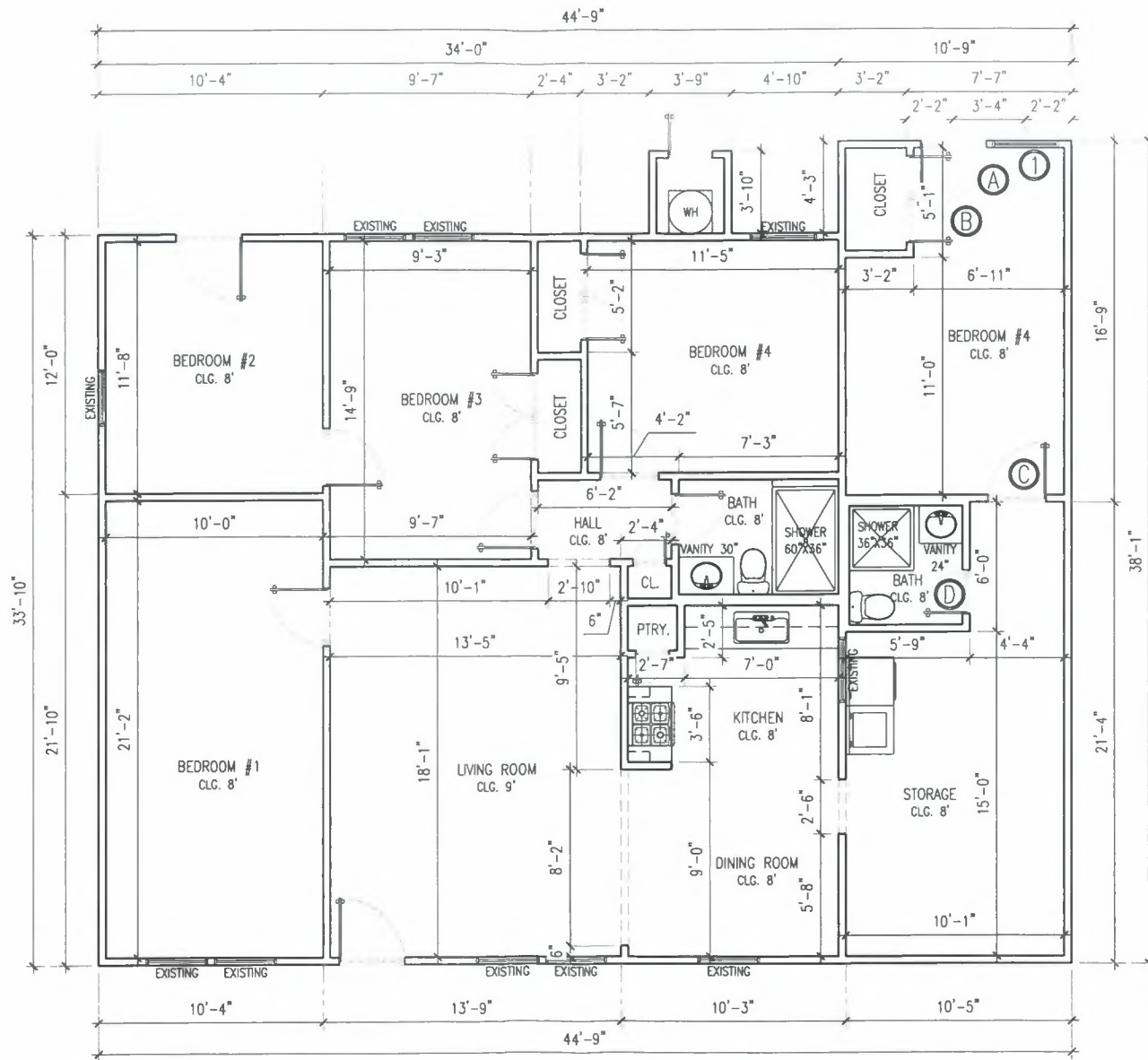
BD245-014

All the information in these plans is provided by the client and / or builder, the designer only limits himself to draw required plans for building permits and doesn't supervise construction or control of quality of materials, therefore the designer does not assume any type of responsibility derived from this project. The project owner is recommended to have professional supervision of a qualified architect or engineer for the review of plans and building's construction.

IECC 2021 GREEN/ENERGY CODE COMPLIANCE FOR HOME

ALL GREEN/ENERGY SYSTEMS MUST MEET THE REQUIREMENTS FROM THE CHAPTER 4 OF THE INTERNATIONAL ENERGY CONSERVATION CODE, REFERED TO RESIDENTIAL ENERGY EFFICIENCY. IF ANY ITEM IS NOT LISTED BELOW REFER TO THE MENTIONED CHAPTER.

- STORMWATER:**
 - 70% OF NON-ROOF AREA HAS VEGETATIVE LANDSCAPE, PERMEABLE PAVING OR SLOPED FOR RUNOFF TO A PERMANENT FILTRATION FEATURE.
- WATER EFFICIENCY:**
 - LAVATORY FAUCETS MUST HAVE AN AVERAGE FLOW RATE OF 2.0 GALLONS PER MINUTE OR LESS.
 - SHOWERS HEADS MUST HAVE AN AVERAGE FLOW RATE OF 2.0 GALLONS PER MINUTE OR LESS.
 - TOILETS MUST HAVE AN AVERAGE FLOW RATE OF:
 - LESS THAN OR EQUAL TO 1.3 GALLONS PER FLUSH.
 - DUAL FLUSH COMPLYING WITH ASME A 112.19.14.
 - COMPLY WITH US EPA WATER SENSE.
 - ENERGY STAR DISHWASHER.
 - ENERGY STAR CLOTHES WASHER.
- HEAT ISLAND MITIGATION:**
 - ENERGY STAR QUALIFIED ROOF SYSTEM FOR ROOF WITH SLOPE OF 2:12 OR GREATER.
 - RADIANT BARRIER IN ATTIC WITH CONVENTIONAL SHINGLES.
 - ENCAPSULATED FOAM INSULATION BETWEEN THE ROOF RAFTERS (R-22 OR GREATER)
 - WINDOWS AND DOORS MUST BE SEALED WITH FOAM OR CAULK
 - SILL PLATE MUST BE SEALED ON THE INSIDE WITH FOAM OR CAULK
 - ALL WALL PENETRATIONS TO THE EXTERIOR MUST BE SEALED WITH FOAM OR CAULK
 - BLOWER DOOR TESTING IS MANDATORY NOT TO EXCEED 4 AIR CHANGES PER HOUR AT 50 PASCALS
- DUCTS AND AIR SEALING**
 - DUCTS MUST BE TESTED AND VERIFIED TO HAVE TOTAL LEAKAGE OF NO MORE THAN 4 FT³/MIN PER 100 SQUARE FOOT (OR 3 CFM IF AIR HANDLER IS NOT INSTALLED), EXCEPT WHERE AIR HANDLER AND ALL DUCTS ARE LOCATED INSIDE CONDITIONED SPACE. AIR HANDLERS AND FILTER BOXES MUST ALSO BE PROPERLY SEALED.
 - HVAC AND DUCTWORK LOCATED OUTSIDE OF FIRE RATED ENVELOPE OF GARAGE.
 - THE BUILDING ENVELOPE IS REQUIRED TO BE PROPERLY SEALED AND TESTED, AND VERIFIED AS HAVING AN AIR LEAKAGE RATE NO HIGHER THAN 3 ACH AT 0.20 INCH W.G. (50 PASCALS).
 - SUPPLY AND RETURN DUCTS IN ATTICS SHALL BE SEALD AND INSULATED WITH R-8 WHEN DUCTS IS 3' OR GREATER, R-6 WHEN 3' OR LESS AND EXEMPT WHEN COMPLETELY INSIDE CONDITIONED SPACE.
- INSULATION:**
 - ALL WINDOWS FENESTRATION U-FACTOR FOR CITY MUST BE 0.35, SKYLIGHT U-FACTOR 0.55 AND GLAZED FENESTRATION SHGC 0.25.
 - CEILINGS MUST BE INSULATED WITH R-38, IF NO ATTIC SPACE R-30. THIS REDUCTION IS LIMITED TO 500 SQUARE FEET (46 M²) OR 20% OF THE TOTAL INSULATED CEILING AREA, WHICHEVER IS LESS.
 - ATTIC ACCESS LADDERS AND OR HATCHES, MUST BE INSULATED THE SAME AS THE ATTIC AND HAVE A WEATHER SEAL.
 - ALL EXTERIOR WALLS MUST BE INSULATED WITH R-20 CANITY OR R-13 CANITY WITH R-5 CONTINUOUS INSULATION OR HIGHER.
 - CRAWL SPACE WALLS MUST BE INSULATED WITH T-5 CONTINUOUS OR R-13 CAVITY INSULATION, WITH VAPOR BARRIER OVER EXPOSED EARTH.
 - PIER AND BEAM OR ANY OTHER RAISED FLOOR SYSTEM MUST BE INSULATED WITH R-19 INSULATION OR HIGHER.
- HVAC SYSTEMS**
 - TEMPERATURE CONTROLS MUST BE INSTALLED, INCLUDING A PROGRAMMABLE THERMOSTAT CONTROLLING THE PRIMARY HEATING AOD COOLING SYSTEM. MECHANICAL SYSTEM PIPING MUST BE INSULATED TO A MINIMUM OF R-3. HOT WATER PIPING 1/2" IN DIAMETER OR LARGER AND ALL HOT WATER PIPING IN CERTAIN APPLICATIONS MUST BE INSULATED TO R-3.
 - PIPES CARRYING FLUID OVER 104° OR BELOW 55° MUST BE INSULATED WITH R-13.
 - LIGHTNING:
 - A MINIMUM OF 75% OF LAMPS IN PERMANENTLY INSTALLED FIXTURES MUST BE HIGH-EFFICACY AS DEFINED IN THE IECC.



PROPOSED FLOOR PLAN
SCALE 1/8" = 1'-0"

WINDOW SCHEDULE			
ITEM	SIZE	QUANTITY	TYPE
1	3'-0" X 4'-0"	1	SH

SH = SINGLE HUNG

DOORS SCHEDULE			
ITEM	SIZE	QUANTITY	TYPE
A	3'-0" X 6'-8"	1	SHS/GLSS
B	5'-0" X 6'-8"	1	FR
C	2'-8" X 6'-8"	1	SHH
D	2'-0" X 6'-8"	1	SHH

SHH = SINGLE HINGED HOLLOW CORE
SHS = SINGLE HINGED SOLID CORE
FR = FRENCH DOOR
GLSS = GLASS PANEL

ADOPTED CITY CODES:

- 2021 International Building Code
- 2021 International Residential Code
- 2021 International Energy Conversational Code
- 2021 International Fuel Gas Code
- 2021 International Mechanical Code
- 2021 International Plumbing Code
- 2021 International Existing Building Code
- 2021 International Fire Code
- 2020 National Electrical Code

RESIDENTIAL ADDITION	FLOOR PLAN	RC PLANS	08/10/2024	1/8" = 1'
USE:	PLAN:	DRAWN BY:	DATE:	SCALE:

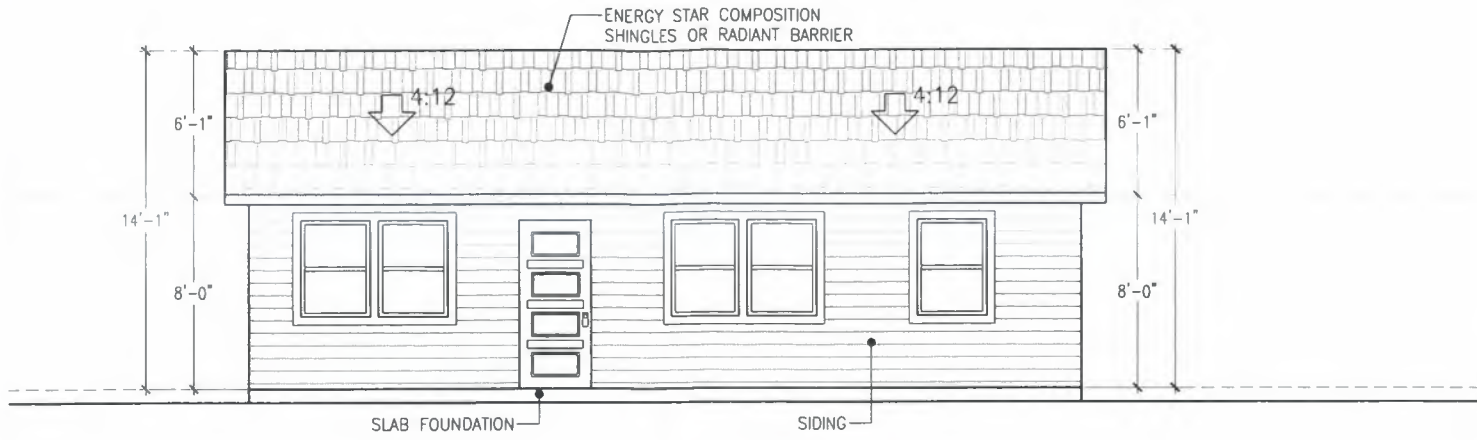
ADDRESS:
3146 CLYDEDALE DR, DALLAS, TX 75220

PAGE NUMBER:
03



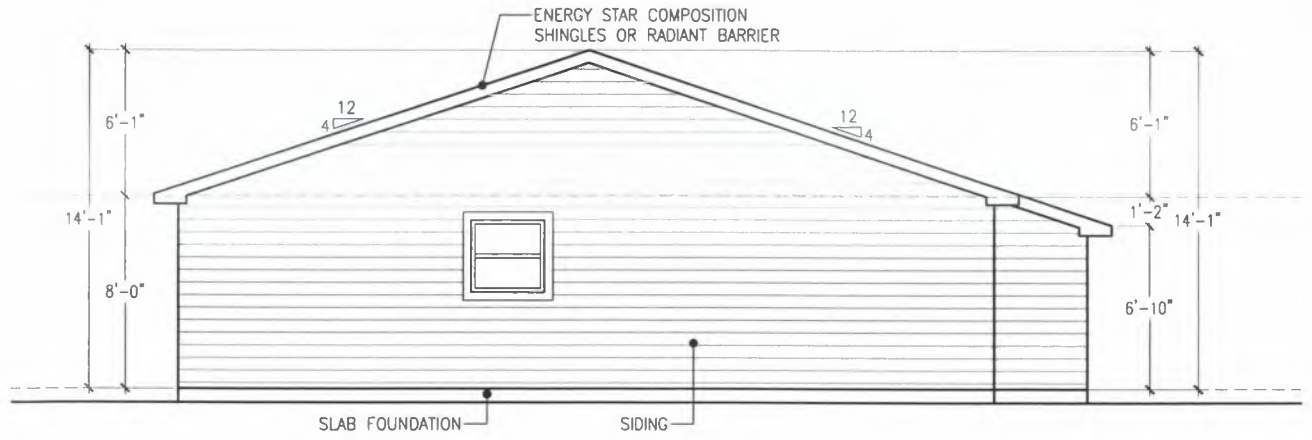
rcplans@outlook.com

All the information in these plans is provided by the client and / or builder, the designer only limits himself to draw required plans for building permits and doesn't supervise construction or control of quality of materials, therefore the designer does not assume any type of responsibility derived from this project. The project owner is recommended to have professional supervision of a qualified architect or engineer for the review of plans and building's construction.



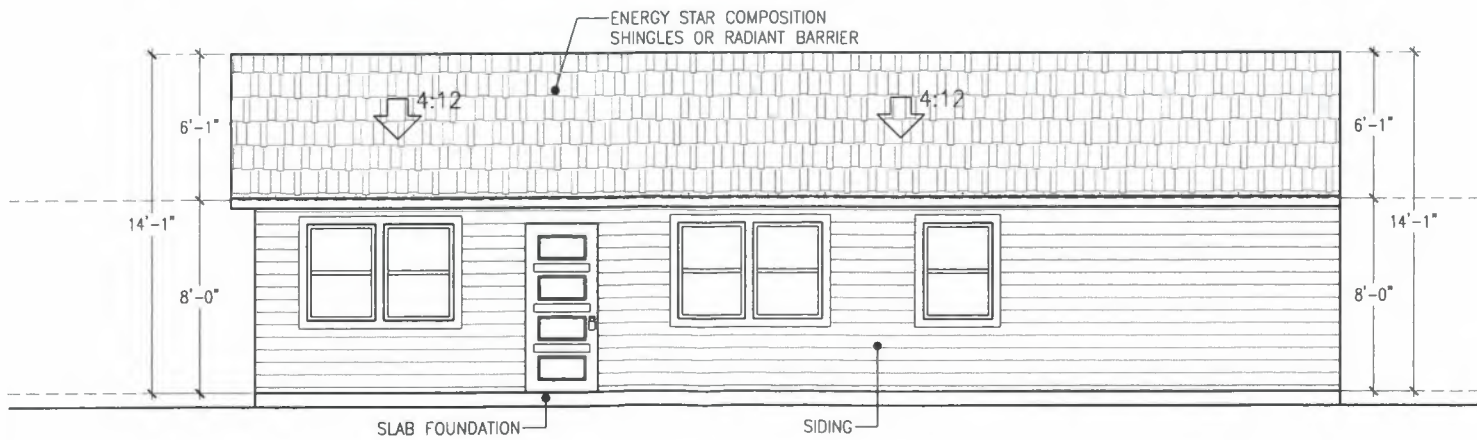
EXISTING FRONT ELEVATION

SCALE 1/8" = 1'-0"



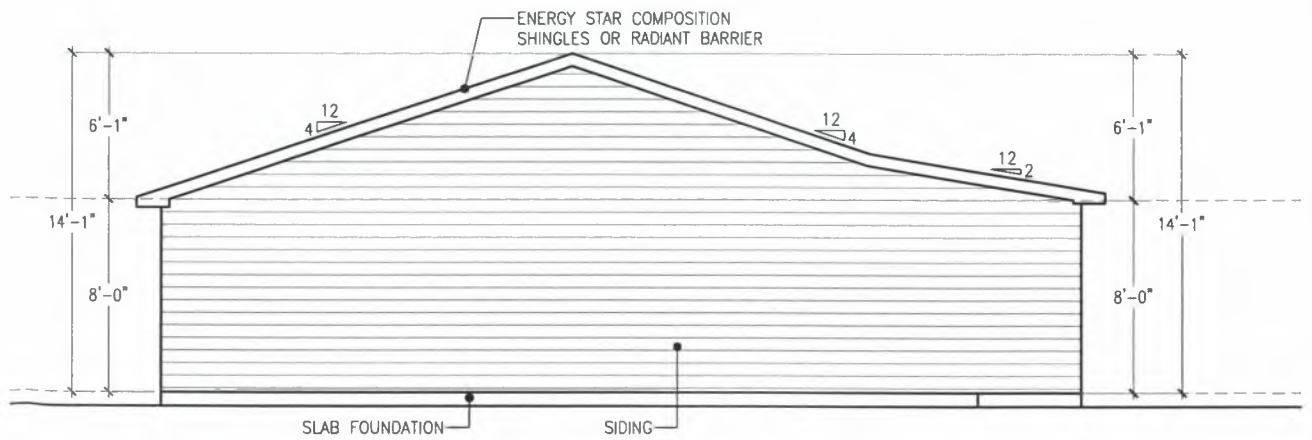
EXISTING RIGHT ELEVATION

SCALE 1/8" = 1'-0"



PROPOSED FRONT ELEVATION

SCALE 1/8" = 1'-0"



PROPOSED RIGHT ELEVATION

SCALE 1/8" = 1'-0"

RESIDENTIAL ADDITION	ELEVATIONS PLAN		
USE:	PLAN:	DRAWN BY: RC PLANS	DATE: 08/10/2024
			SCALE: 1/8" = 1'

ADDRESS:

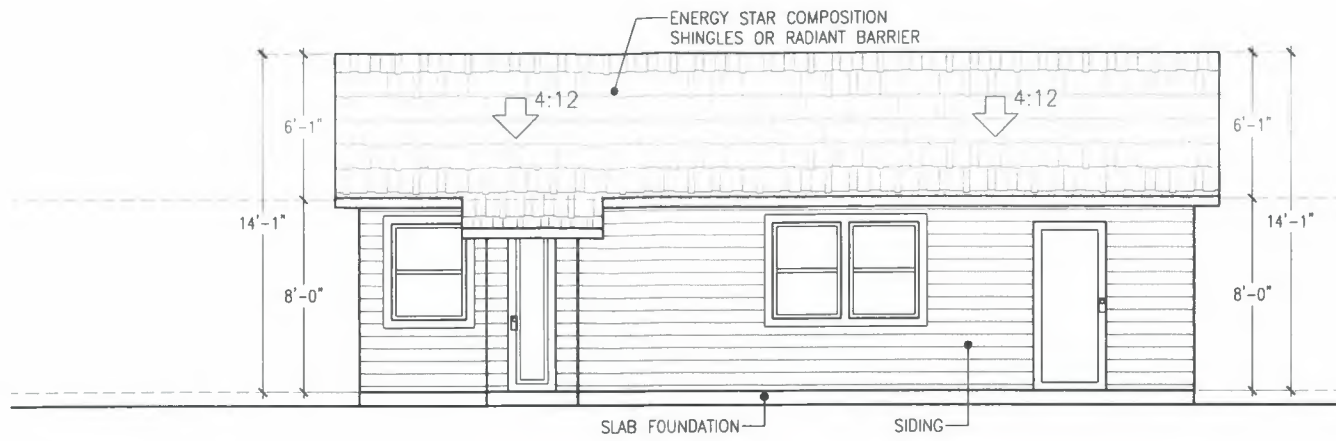
3146 CLYDEDALE DR, DALLAS, TX 75220

PAGE NUMBER:

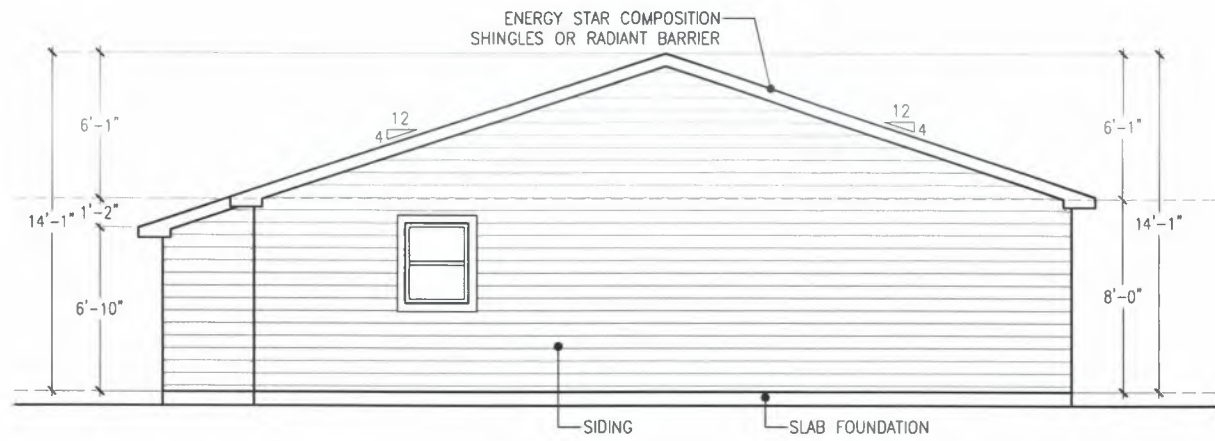
04

BDA245-014

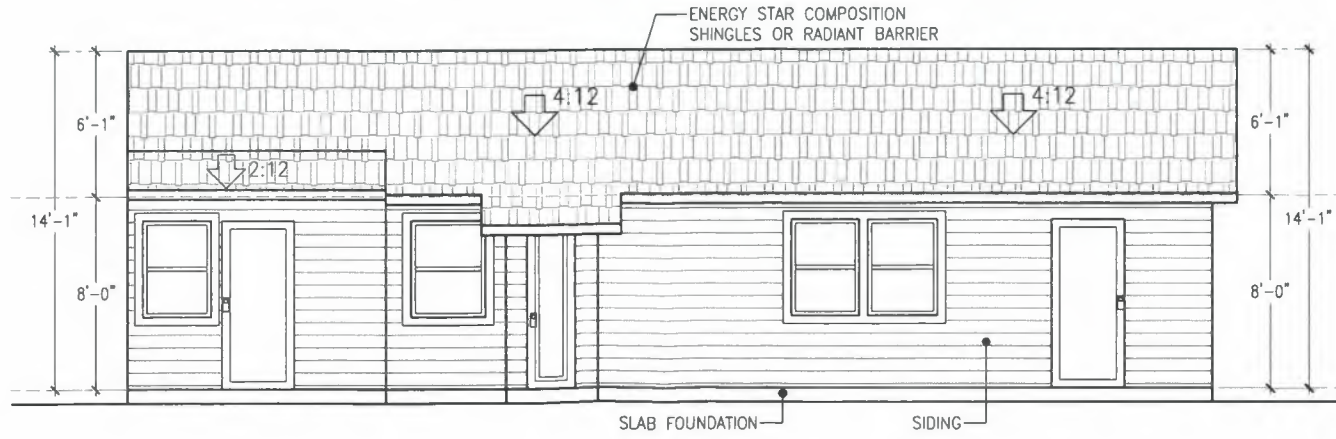
All the information in these plans is provided by the client and / or builder, the designer only limits himself to draw required plans for building permits and doesn't supervise construction or control of quality of materials, therefore the designer does not assume any type of responsibility derived from this project. The project owner is recommended to have professional supervision of a qualified architect or engineer for the review of plans and building's construction.



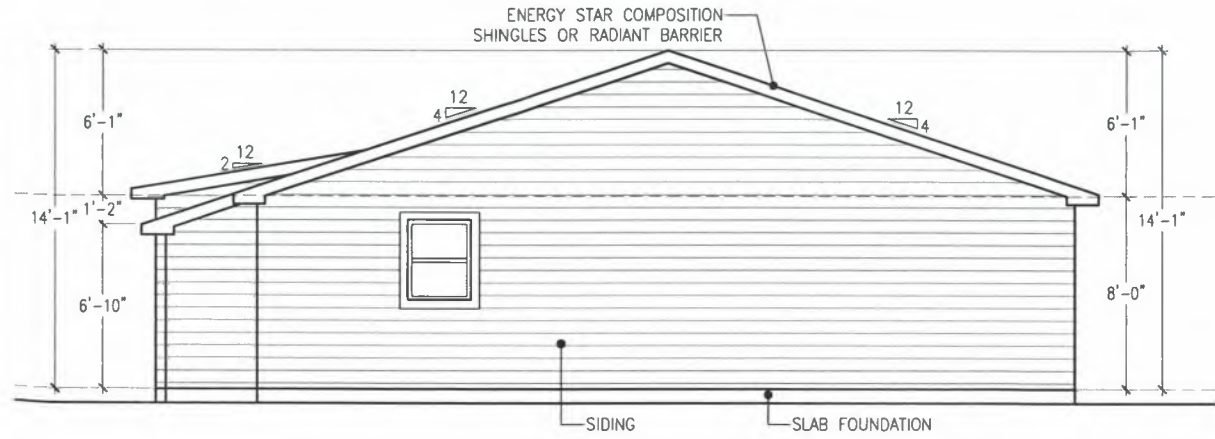
EXISTING REAR ELEVATION
SCALE 1/8" = 1'-0"



EXISTING LEFT ELEVATION
SCALE 1/8" = 1'-0"



PROPOSED REAR ELEVATION
SCALE 1/8" = 1'-0"



PROPOSED LEFT ELEVATION
SCALE 1/8" = 1'-0"

RESIDENTIAL ADDITION	ELEVATIONS PLAN	RC PLANS	08/10/2024	1/8" = 1'
USE:	PLAN:	DRAWN BY:	DATE:	SCALE:

ADDRESS:
3146 CLYDEDALE DR, DALLAS, TX 75220

PAGE NUMBER:
05

FILE NUMBER: BDA245-015 (CJ)

BUILDING OFFICIAL'S REPORT: Application of Blanca Cardenas for **(1)** a special exception to the single-family use regulations and **(2)** a variance to the floor area for structures accessory to single-family uses regulations at **6356 Denham Street**. This property is more fully described as Block 6/6253, Lot 2, and is zoned R-7.5(A), which limits the number of dwelling units to one, and states that an accessory structure may not exceed 25 percent of the floor area of the main structure. The applicant proposes to construct and/or maintain an additional dwelling unit (not for rent), which will require **(1)** a special exception to the single-family zoning use regulations, and to construct and/or maintain a single family residential accessory structure with 464 square feet of floor area (28 percent of the 1,678 square foot floor area of the main structure), which will require **(2)** a 44.5 square foot variance to the floor area regulations.

LOCATION: 6356 Denham Street

APPLICANT: Blanca Cardenas

REQUEST:

- (1) A request for a special exception to the single-family zoning use regulations; and
- (2) A request for a variance to the floor area for structures accessory to single-family uses regulations.

STANDARDS OF REVIEW FOR A SPECIAL EXCEPTION TO THE SINGLE-FAMILY ZONING USE REGULATIONS: SEC. 51A-4.209(b)(6)(E)(i) of the Dallas Development Code states that the board of adjustment may grant a special exception to authorize an additional dwelling unit in any district when, in the opinion of the board, the additional dwelling unit will not:

(aa) be used as rental accommodations; or

(bb) adversely affect neighboring properties.

In granting this type of special exception, the board shall require the applicant to deed restrict the subject property to prevent use of the additional dwelling unit as rental accommodations.

STANDARDS OF REVIEW FOR A VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the board has the power to grant variances from the front yard, side yard, rear yard, lot width, lot depth, lot coverage, **floor area for structures accessory to single-family uses**, height, minimum sidewalks, off-street parking or off-street loading, or landscape regulations provided that the variance is:

- (A) **not contrary to the public interest** when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- (B) **necessary to permit development of a specific parcel of land** that differs from other parcels of land by being of such a restrictive area, shape, or slope, that it cannot be

developed in a manner commensurate with the development upon other parcels of land with the same zoning; and

- (C) **not granted to relieve a self-created or personal hardship**, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code § 51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

STAFF RECOMMENDATION:

1. Special Exception (1):

No staff recommendation is made on this request.

2. Variance (1) to the floor area regulations

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest as no letters of opposition were received before case reports were finalized and submitted.
- B. Though the subject site is not sloped or irregularly shaped, it is 7405.2 sq ft. which is smaller than the minimum lot size for residential use in the R-7.5(A) zoning district (7,500 sq ft.); therefore, the property cannot be developed in a manner commensurate with development upon other parcels of land in the same zoning.
- C. Is not a self-created or personal hardship.

BACKGROUND INFORMATION:

BDA History:

No BDA history found at 6356 Denham Street within the last 5 years.

Square Footage:

This lot contains 7,405.2 of square feet or .17 acres.

This lot is zoned R-7.5(A) which has a minimum lot size of 7,500 square feet.

Site: R-7.5(A) Zoning District
North: R-7.5(A) Zoning District
East: R-7.5(A) Zoning District
South: R-7.5(A) Zoning District
West: R-7.5(A) Zoning District

Land Use:

The subject site and areas to the north, south, east, and west are zoned R-7.5(A).

GENERAL FACTS/STAFF ANALYSIS:

- The application of Blanca Cardenas for the property located at 6356 Denham Street on two requests relating to the single-family zoning use regulations and the floor area regulations.
- The applicant proposes to construct and/or maintain an additional dwelling unit (not for rent), which will require a special exception to the single-family zoning use regulations
- Secondly, the applicant is proposing to construct and/or maintain a single family residential accessory structure with 464 square feet of floor area (28 percent of the 1,678 square foot floor area of the main structure), which will require a 44.5 square foot variance to the floor area regulations.
- The subject site has single street frontage on Denham Drive.
- The subject site along with surrounding properties to the north, south, east, and west are zoned with residential uses.
- The subject site is currently developed with a residential structure and located within an established neighborhood.
- The applicant has the burden of proof in establishing that the special exception to the single-family zoning use regulations will not be used as rental accommodations or adversely affect the neighboring properties.
- The Dallas Development Code states that in granting this type of special exception, the board shall require the applicant to deed restrict the subject property to prevent the use of the additional dwelling unit as rental accommodations.
- Granting the special exceptions to the single-family use regulations with a condition that the applicant complies with the submitted site plan and elevations, would require the proposal to be constructed as shown on the submitted documents and require the applicant to deed restrict the subject property to prevent the additional dwelling unit as rental accommodations.
- The applicant has the burden of proof for the variance in establishing the following:

- That granting the variance will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- The variance is necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- The variance would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

The board may also consider Dallas Development Code **§ 51A-3.102(d)(10)(b)**, formerly known as **HB 1475** as grounds to determine whether compliance with the ordinance as applied to a structure that is the subject of the appeal would result in unnecessary hardship:

- (a) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 (Submission of Rolls to Taxing Units), Tax Code.
 - (b) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
 - (c) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
 - (d) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
 - (e) the municipality considers the structure to be a nonconforming structure.
- Granting the proposed variance, with a condition that the applicant complies with the submitted site plan, would require the proposal to be constructed as shown on the submitted documents.
 - 44.5 square foot variance to the floor area regulations.
 - 200' Radius Video: [BDA245-015 at 6356 Denham Drive](#)

Timeline:

- December 2, 2024: The applicant submitted an “Application/Appeal to the Board of Adjustment” and related documents which have been included as part of this case report.
- December 17, 2024: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **B**.
- December 18, 2024: The Planning and Development Senior Planner emailed the applicant the following information:
 - an attachment that provided the hearing date and panel that will consider the application; the January 2, 2025, deadline to submit additional evidence for staff to factor into their analysis ;and January 10, 2025, deadline to submit additional evidence to be incorporated into the board’s docket materials.

- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

January 2, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the January public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.

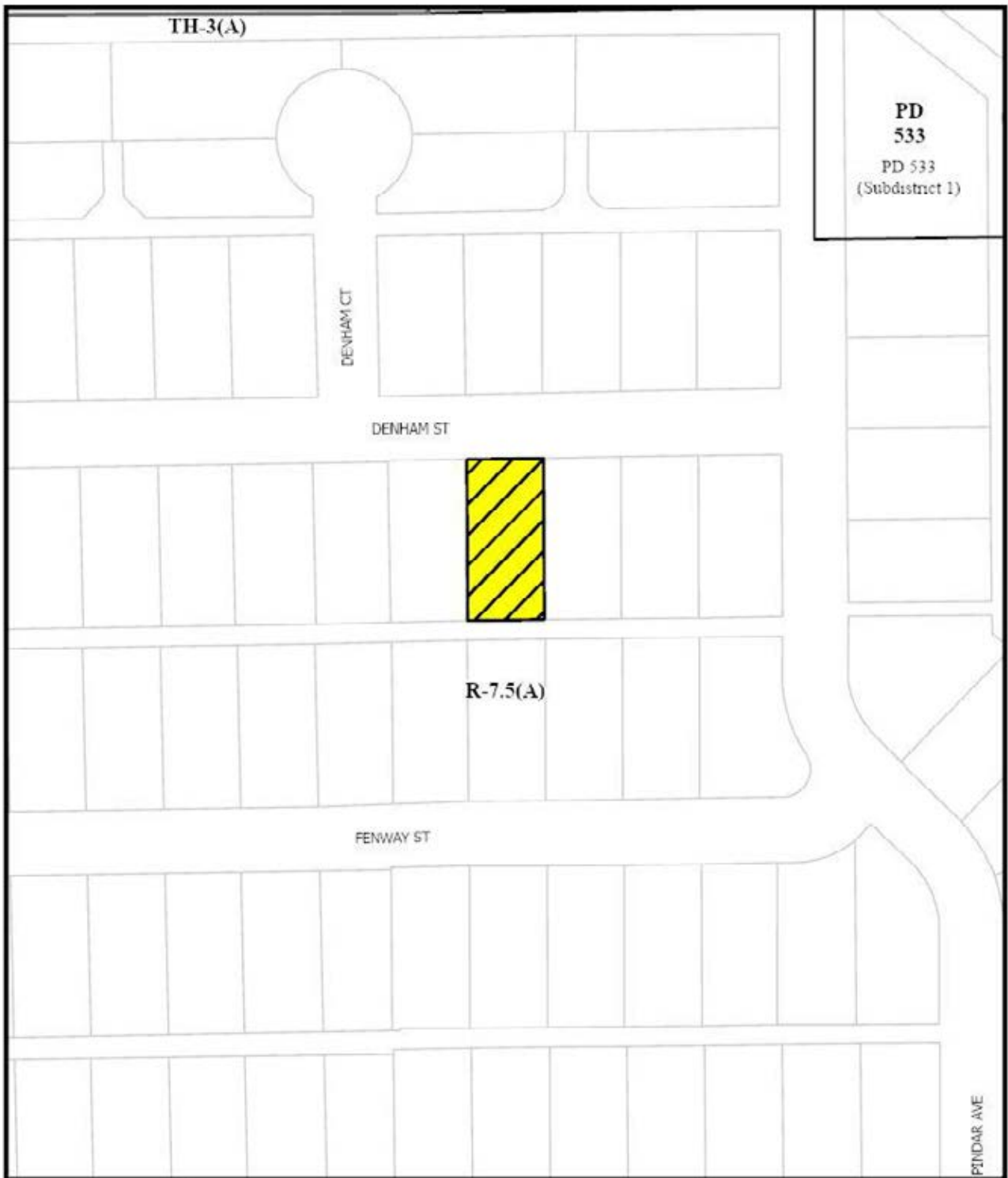
January 22, 2025: The Board of Adjustment Panel **B**, at its public hearing held on Wednesday, January 22, 2025, moved to HOLD this matter under advisement until February 19, 2025.

January 27, 2025: The Development Services Department Senior Planner emailed the applicant the following information:

- an attachment that provided the hearing date and panel that will consider the application; the January 31, 2025, deadline to submit additional evidence for staff to factor into their analysis ;and February 7, 2025, deadline to submit additional evidence to be incorporated into the board’s docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

January 30, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the February public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.







**PD
533**
PD 533
(Subdistrict 1)

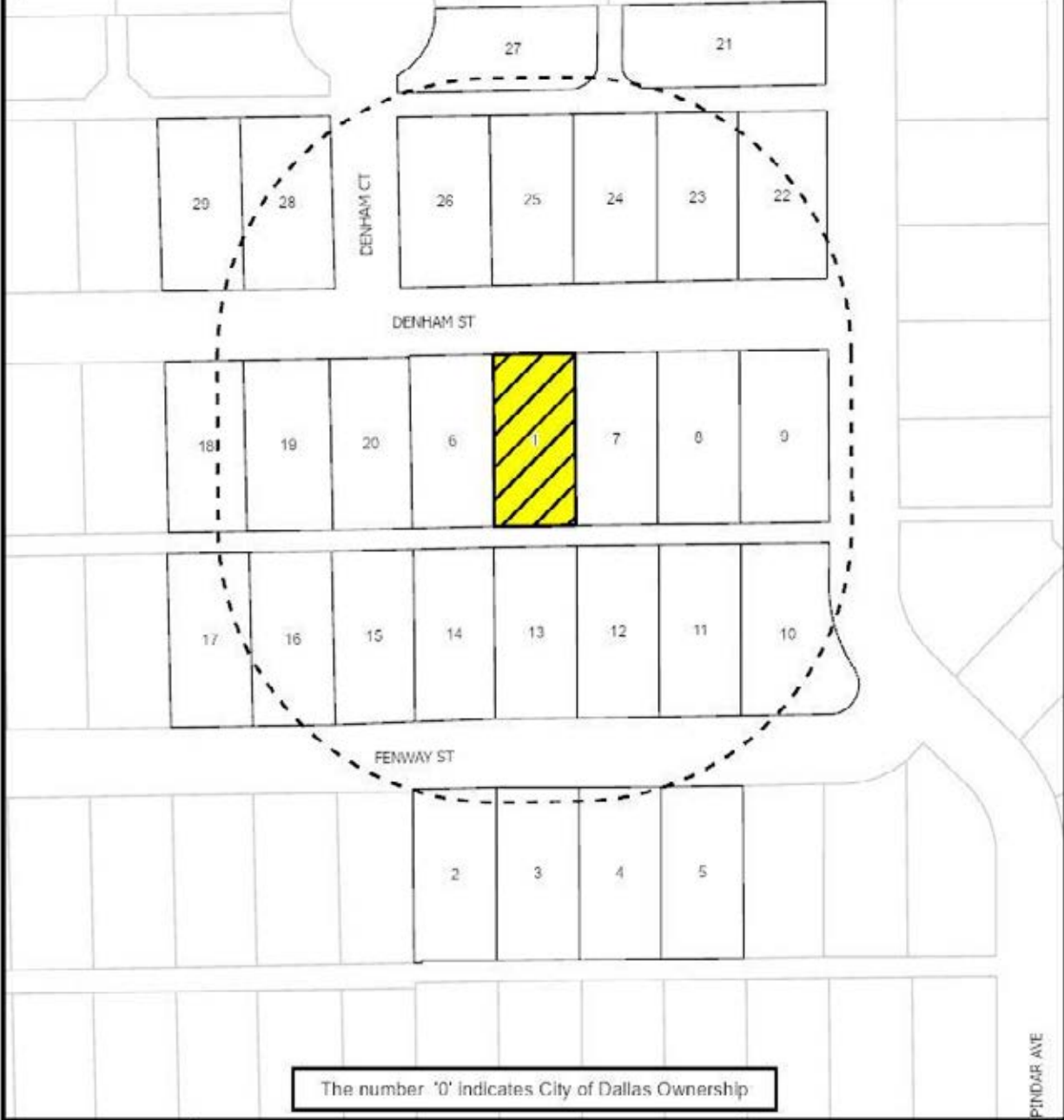

1:1,200

ZONING MAP

Case no: **BDA245-015**
Date: 12/20/2024


The area of request is hatched . Notification is sent to all property owners within the notification buffer area (shown by the dashed circle). Your property is not being rezoned if you are outside of the hatched area. If your property is not within the hatched area, you are receiving this notice only to let you know of the request.


El área de solicitud está sombreada . La notificación se envía a todos los propietarios dentro del área de notificación (que se muestra con un círculo discontinuo). Su propiedad no será rezonificada si está fuera del área sombreada. Si su propiedad no está dentro del área sombreada, recibió este aviso solo para informarle sobre la solicitud.

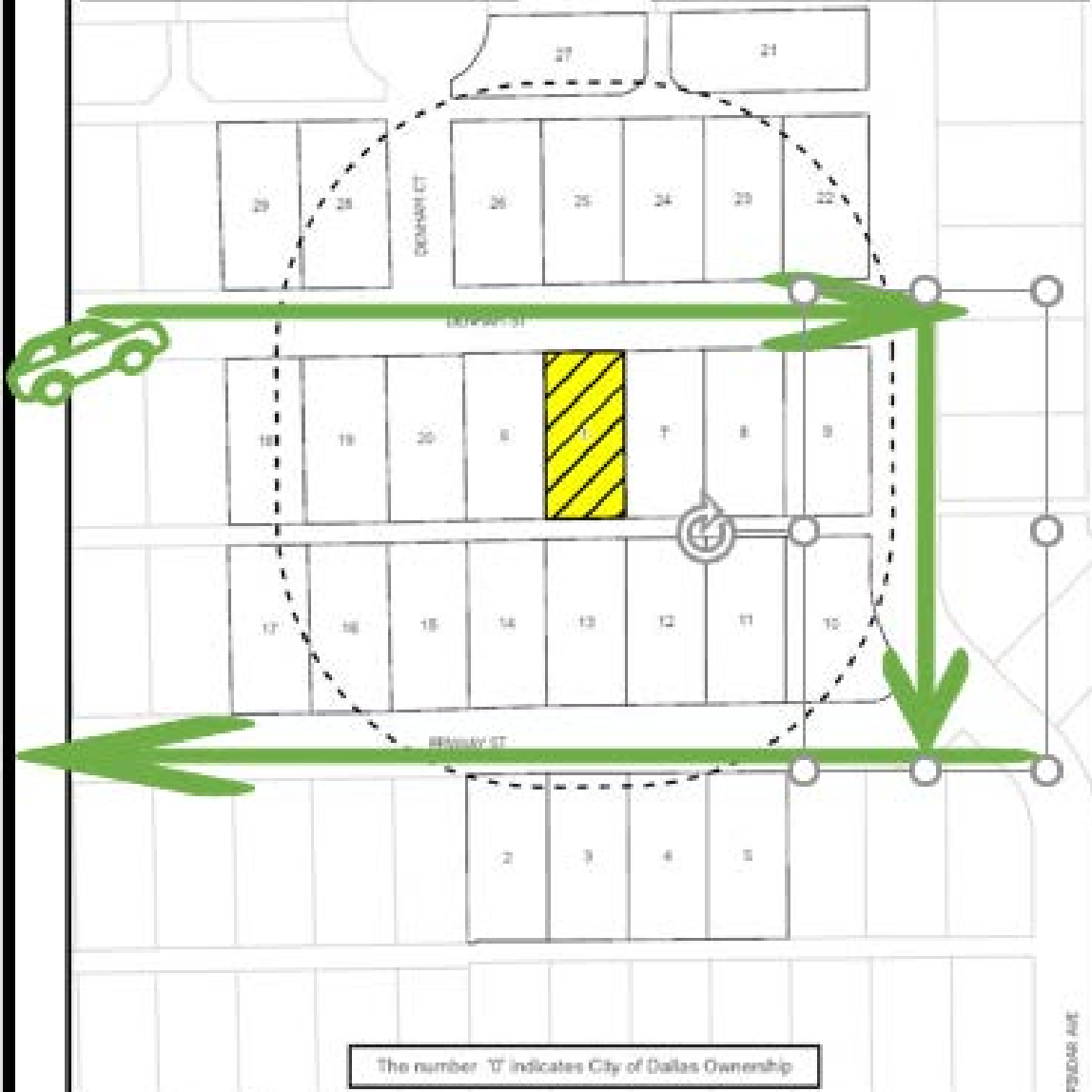


The number '0' indicates City of Dallas Ownership

 1:1,200	<h2>NOTIFICATION</h2>	Case no: BDA245-015
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">200'</div> AREA OF NOTIFICATION <div style="border: 1px solid black; padding: 2px; display: inline-block;">29</div> NUMBER OF PROPERTY OWNERS NOTIFIED	Date: 12/20/2024

The area of request is hatched . Notification is sent to all property owners within the notification buffer area (shown by the dashed circle). Your property is not being rezoned if you are outside of the hatched area. If your property is not within the hatched area, you are receiving this notice only so that you know of the request.

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The number 'T' indicates City of Dallas Ownership

 1:1,200	<h2>NOTIFICATION</h2>		Case no: BDA245-015
	200' AREA OF NOTIFICATION 29 NUMBER OF PROPERTY OWNERS NOTIFIED	Date: 12/20/2024	

1
12/20/2024

Notification List of Property Owners

BDA245-015

29 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	6356 DENHAM DR	SANCHEZ ELSA GUTIERREZ
2	6354 FENWAY ST	Taxpayer at
3	6358 FENWAY ST	MELLENDES J REYES
4	6364 FENWAY ST	MCCORMACK A F III
5	6368 FENWAY ST	WOODBERRY EULASTINE
6	6352 DENHAM DR	DESANTIAGO JOSE I ZAPATA &
7	6362 DENHAM DR	HERNANDEZ VICTOR J &
8	6366 DENHAM DR	WHITEHEAD WYONA WIGGINS
9	6372 DENHAM DR	NEALEY CHARLIE D EST OF
10	937 PINDAR AVE	BEASLEY BILLY R &
11	6367 FENWAY ST	BAHENA JUAN
12	6363 FENWAY ST	GONZALEZ RAMON G &
13	6357 FENWAY ST	HAGGERTY DORIS L
14	6353 FENWAY ST	IBARRA JOSE SALOME
15	6347 FENWAY ST	IBARRA JOSE
16	6339 FENWAY ST	GARCIA FRANCISCA OVALLE
17	6331 FENWAY ST	SALCEDO NANCY A CHAVEZ &
18	6330 DENHAM DR	ORTEGA HOMERO
19	6340 DENHAM DR	TAYLOR COY JUANITA
20	6346 DENHAM DR	ROBERSON MARY
21	1017 PINDAR AVE	MCKNIGHT TAMEIKA
22	1011 PINDAR AVE	Taxpayer at
23	6365 DENHAM DR	JORDAN ARTHUR N
24	6361 DENHAM DR	VILLA GIOVANNI
25	6355 DENHAM DR	ORTEGA ROMELIA &
26	6351 DENHAM DR	ROSS VIRNAS JO

12/20/2024

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	6343 DENHAM CT	MCAFEE PATRICIA A
28	6325 DENHAM DR	STANDMIRE JUDY B
29	6321 DENHAM DR	RANGEL ENRIQUE



1:1,200

NOTIFICATION

200' AREA OF NOTIFICATION
29 NUMBER OF PROPERTY OWNERS NOTIFIED

Case no: **BDA245-015**

Date: **12/20/2024**

NOTICE OF PUBLIC HEARING

BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL B)

NOTICE IS HEREBY GIVEN that the BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL B) will hold a hearing as follows:

DATE: WEDNESDAY, FEBRUARY 19, 2025

BRIEFING: 10:30 a.m. via Videoconference and in 6ES, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0219>

HEARING: 1:00 p.m. via Videoconference and in 6ES, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0219>

The purpose of the hearing is to consider the following appeal(s) now pending before the Board of Adjustment. This Case was held under advisement on January 23, 2025.

BDA245-015(CJ) Application of Blanca Cardenas for (1) a special exception to the single-family use regulations and (2) a variance to the floor area for structures accessory to single-family uses regulations at 6356 DENHAM STREET. This property is more fully described as Block 6/6253, Lot 2, and is zoned R-7.5(A), which limits the number of dwelling units to one, and states that an accessory structure may not exceed 25 percent of the floor area of the main structure. The applicant proposes to construct and/or maintain an additional dwelling unit (not for rent), which will require (1) a special exception to the single-family zoning use regulations, and to construct and/or maintain a single family residential accessory structure with 464 square feet of floor area (28 percent of the 1,678 square foot floor area of the main structure), which will require (2) a 44.5 square foot variance to the floor area regulations.

You have received this notice because you own property within 200 feet of the above property. You may be interested in attending the Board of Adjustment hearing to express your support for or opposition to the application. You may also contact the Board of Adjustment by email to BDAreply@dallas.gov. Letters will be accepted until 9:00 am the day of the hearing, if you are unable to attend the hearing. If you choose to respond, it is important that you let the Board know your reasons for being in favor of or in opposition to the application. The Board members are very interested in your opinion.

Note: Any materials (such as plans, elevations, etc.) included within this notice may be subject to change.

The Board of Adjustment hearing will be held by videoconference and in 6ES at City Hall. Individuals who wish to speak in accordance with the Board of Adjustment Rules of Procedure by joining the meeting virtually, must register online at <https://bit.ly/BDA-B-Register> by the close of business Tuesday, February 18, 2025. All virtual speakers will be required to show their video in order to address the board. In Person speakers can register at the hearing. Public Affairs and Outreach will also stream the public hearing on Spectrum Cable Channel 96 or 99; and bit.ly/cityofdallasty or YouTube.com/CityofDallasCityHall

Speakers at the meeting are allowed a maximum of three minutes to address the Board.

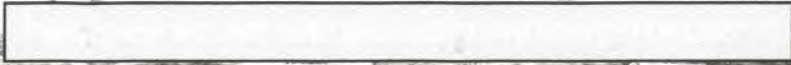
Additional information regarding the application may be obtained by calling Cambria Jordan, Senior Planner at (214) 948-4476, or Mary Williams, Board Secretary at (214) 670-4127. Si desea información en español, favor de llamar al teléfono a Mary Williams al (214) 670-4127.

Board of Adjustment
Planning & Development Department
1500 Marilla Street 5CN Dallas TX 75201

PLEASE SEND REPLIES TO:
BDAreply@dallas.gov
Letters will be received until 9:00 am
the day of the hearing.

PLEASE REGISTER AT:
<https://bit.ly/BDA-B-Register>

Development Services



Case No.: BDA 245-015 **RECEIVED**
Date: R-7.5 **DEC 02 REC'D**
BY:

Data Relative to Subject Property: _____ Date: _____
Location address: 6356 Denham Zoning District: _____
Lot No.: 2 Block No.: 4623 Acreage: 0.17 Census Tract: _____
Street Frontage (in Feet): 1) _____ 2) _____ 3) _____ 4) _____ 5) _____

To the Honorable Board of Adjustment:

Owner of Property (per Warranty Deed): Elsa Gotierrez
Applicant: Blanca Cardenas Telephone: 4699961545
Mailing Address: 1801 N. Hampton Zip Code: 75115
E-mail Address: susancardenas20@gmail.com
Represented by: _____ Telephone: _____
Mailing Address: _____ Zip Code: _____
E-mail Address: _____

Affirm that an appeal has been made for a Variance or Special Exception _____ of requesting a variance
for an ADU Additional Dwelling unit proposal
Not for rent bc

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to Grant the described appeal for the following reason:
Proposing for an ADU Additional Dwelling Unit

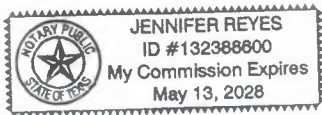
Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared Blanca Cardenas
(Affiant/Applicant's name printed)
who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property

Respectfully submitted: Blanca Cardenas
(Affiant/Applicant's signature)

Subscribed and sworn to before me this 8 day of 10, 2024



JuRC
Notary Public in and for Dallas County, Texas

**MEMORANDUM OF
ACTION TAKEN BY THE
BOARD OF ADJUSTMENT**

Date of Hearing _____

Appeal was--Granted OR Denied

Remarks _____

Chairman

Building Official's Report

I hereby certify that BLANCA CARDENAS

did submit a request for (1) a special exception to the single family regulations, and for (2) a variance to the floor area regulations

at 6356 Denham Dr

BDA245-015(CJ) Application of Blanca Cardenas for (1) a special exception to the single-family use regulations and (2) a variance to the floor area for structures accessory to single-family uses regulations at 6356 DENHAM STREET. This property is more fully described as Block 6/6253, Lot 2, and is zoned R-7.5(A), which limits the number of dwelling units to one, and states that an accessory structure may not exceed 25 percent of the floor area of the main structure. The applicant proposes to construct and/or maintain an additional dwelling unit (not for rent), which will require (1) a special exception to the single-family zoning use regulations, and to construct and/or maintain a single family residential accessory structure with 464 square feet of floor area (28 percent of the 1678 square foot floor area of the main structure), which will require (2) a 44.5 square foot variance to the floor area regulations.

Sincerely,


M. Samuell Eskander, PE

ArcGIS Web Map



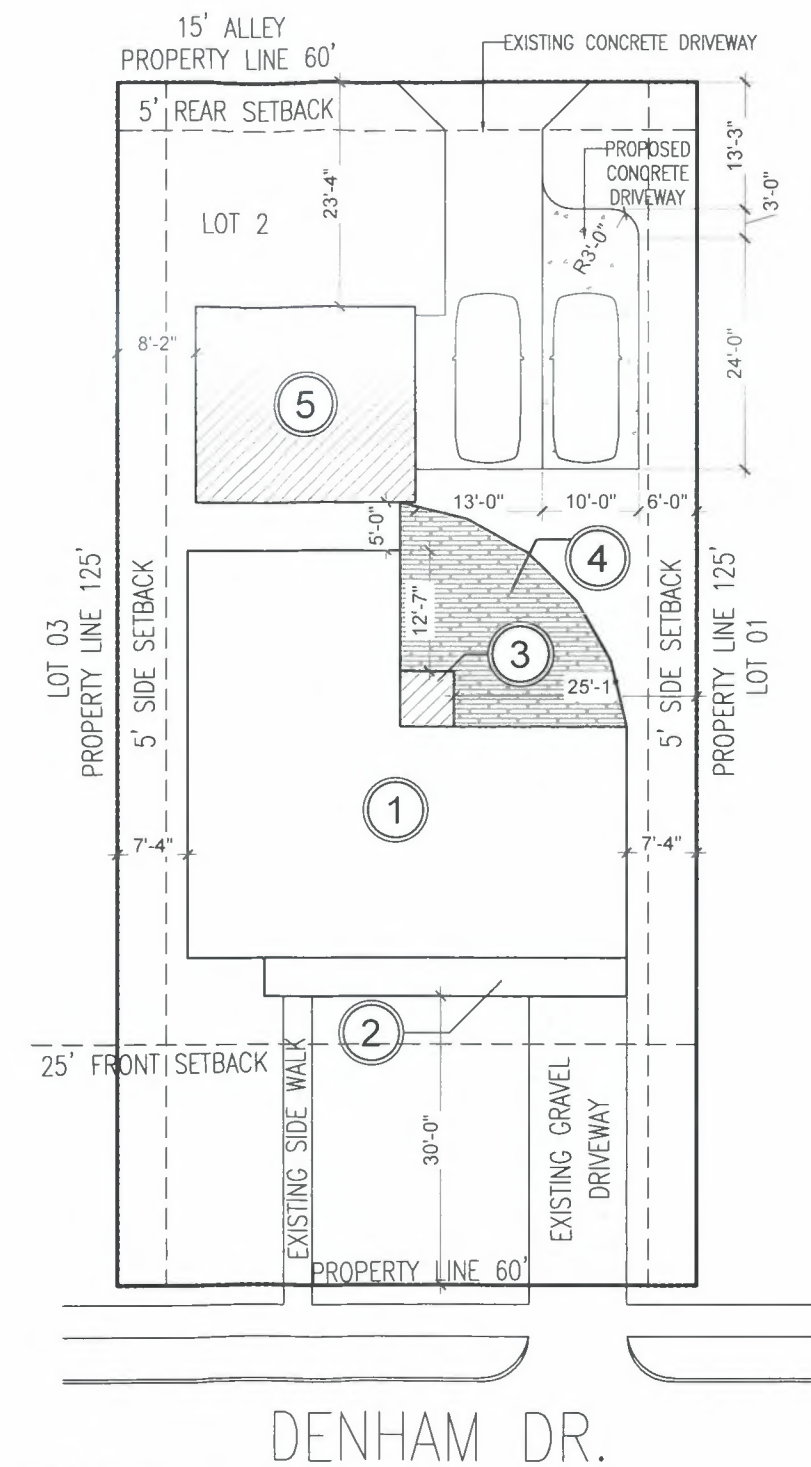
12/2/2024, 4:04:18 PM

1:1,822

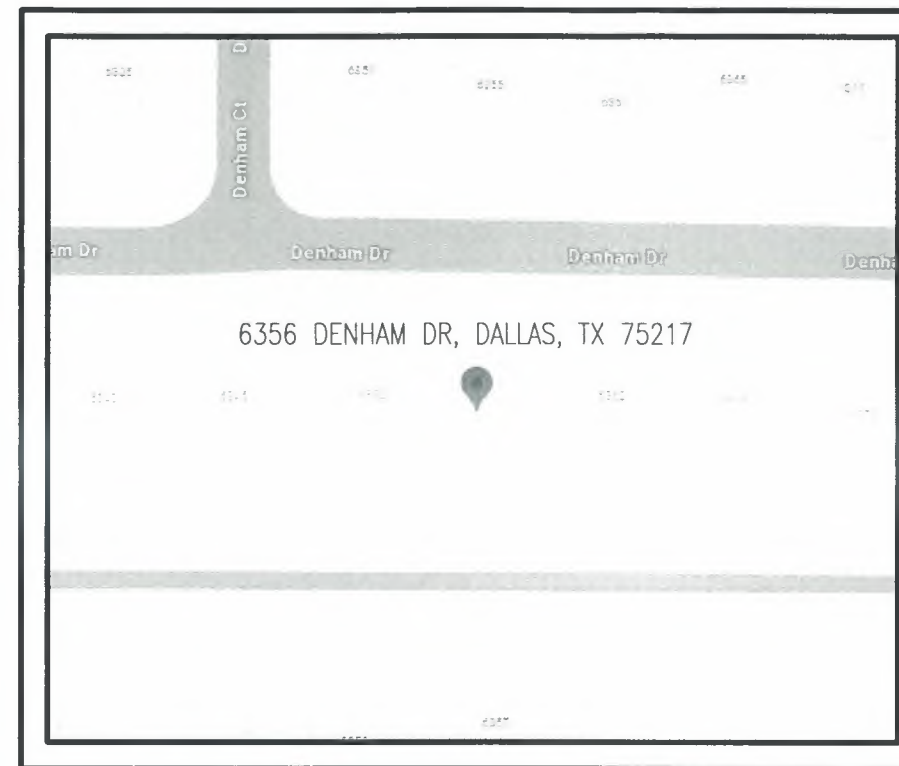
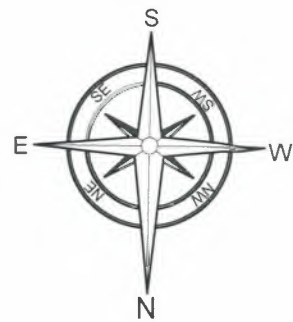


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

BDA245-015



SITE PLAN
SCALE 1" = 20'



VICINITY MAP

FOR REFERENCE ONLY
ZONING SF-6

AREA DISTRIBUTION		
1	EXISTING LIVING AREA	1,496 SQ. FT.
2	EXISTING FRONT PORCH	150 SQ. FT.
3	PROPOSED ADDITION LIVING	32 SQ. FT.
4	PROPOSED DECK	364 SQ. FT.
5	EXISTING GARAGE CONVERTING TO GUEST HOUSE	464 SQ. FT.

TOTAL LIVING AREA	1,992 SQ. FT.
TOTAL PROPOSED COVERAGE	2,506 SQ. FT.
LOT AREA	7,500 SQ. FT.
% LOT COVERAGE	33 %

LEGAL DESCRIPTION

- 1: EVERGREEN ACRES
- 2: BLK 6/6253 LT 2
- 3:
- 4: INT202400037432 DD02192024 CO-DC
- 5: 6253 006 00200 3006253 006



rcplans@outlook.com

All the information in these plans is provided by the client and / or builder. The designer only limits himself to draw required plans for building permits and doesn't supervise construction or control of quality of materials, therefore the designer does not assume any type of responsibility derived from this project. The project owner is recommended to have professional supervision of a qualified architect or engineer for the review of plans and building's construction.

RESIDENTIAL ADDITION	SITE PLAN	RC PLANS	08/14/2024	1"=20'
USE:	PLAN:	DRAWN BY:	DATE:	SCALE:

ADDRESS:

6356 DENHAM DR, DALLAS, TX 75217

PAGE NUMBER:

01



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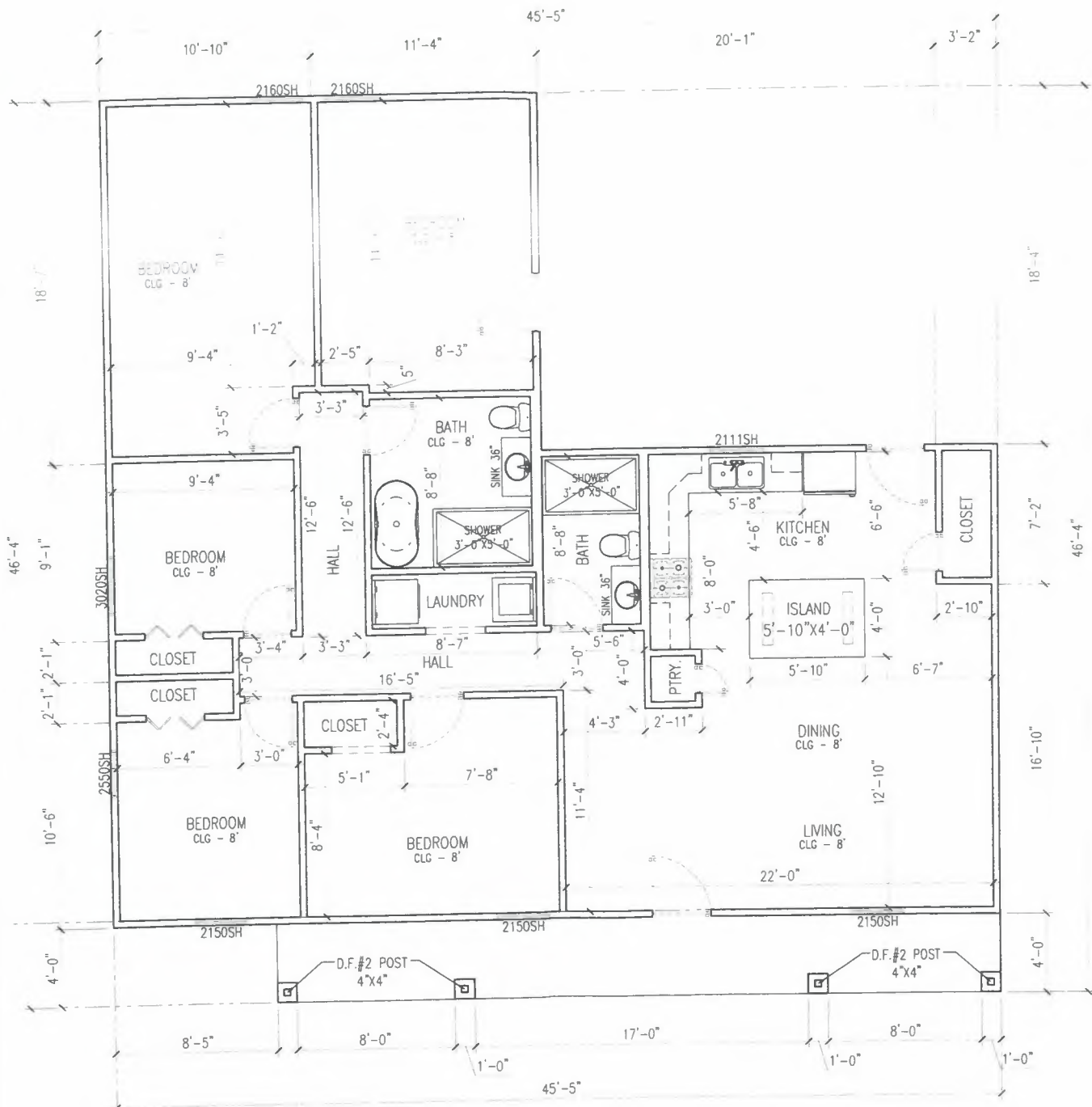
USE:	RESIDENTIAL ADDITION
PLAN:	PROPOSED FLOOR PLAN
DRAWN BY:	RC PLANS
DATE:	08/14/2024
SCALE:	1/8" = 1'-0"

ADDRESS:

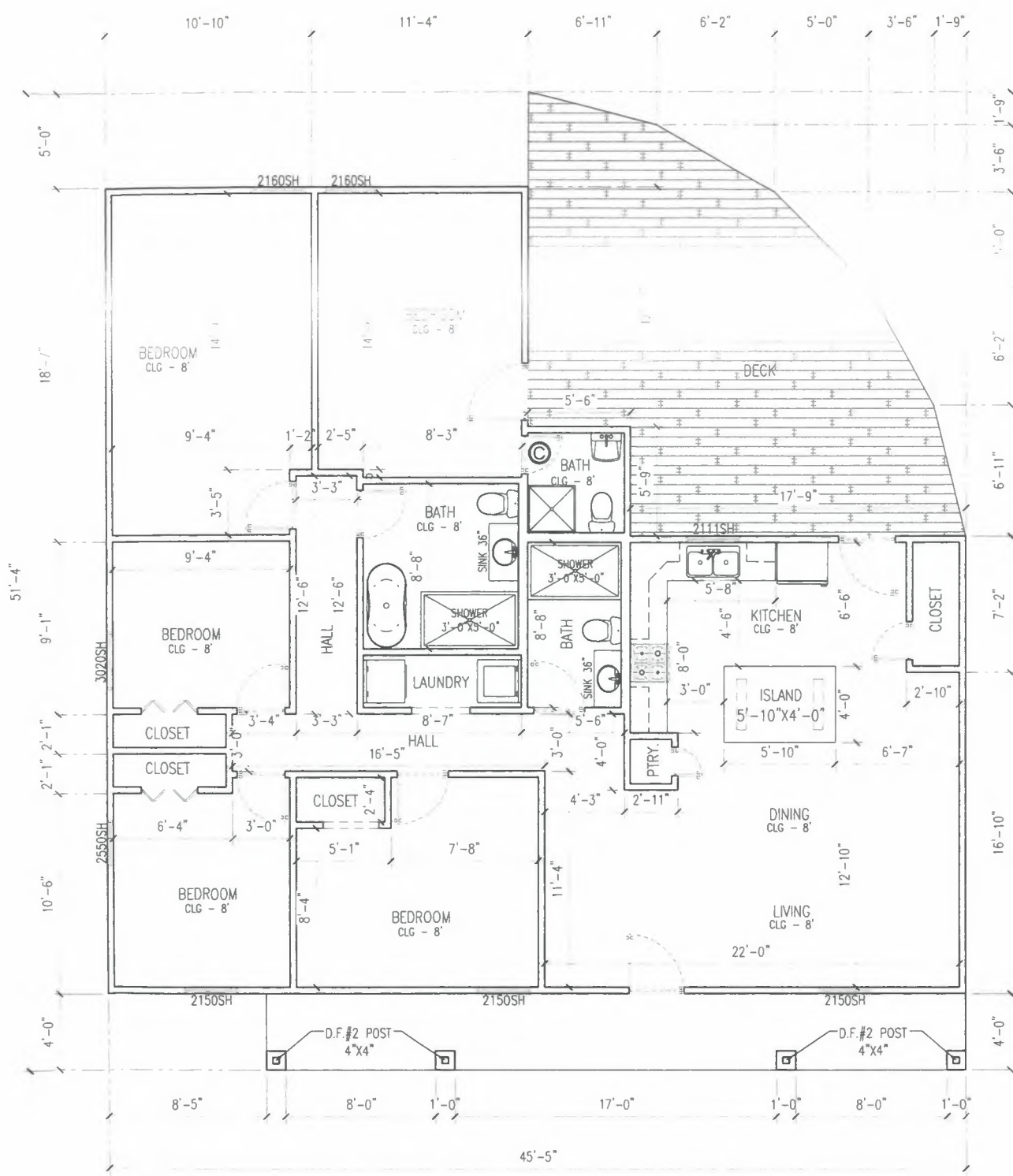
6356 DENHAM DR, DALLAS, TX 75217

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02

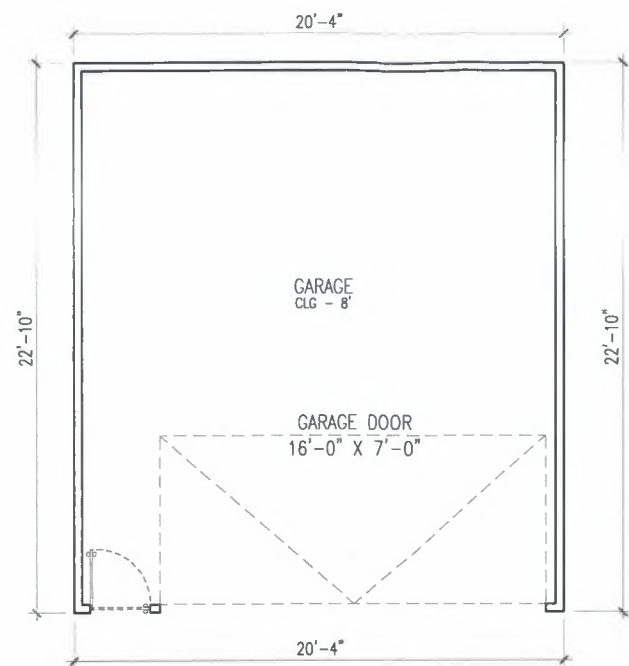


EXISTING FLOOR PLAN
SCALE 1/8" = 1'-0"

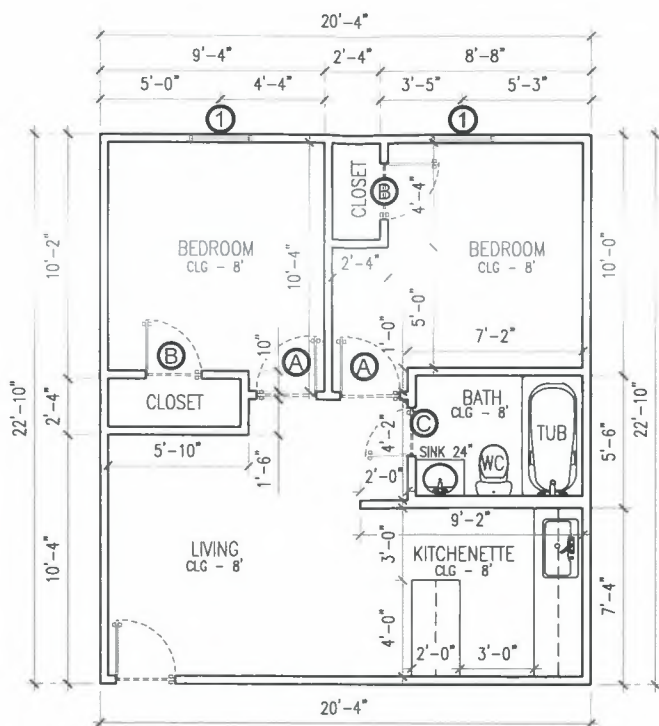


PROPOSED FLOOR PLAN
SCALE 1/8" = 1'-0"

BOA245-015



EXISTING GARAGE FLOOR PLAN SCALE 1/8" = 1'-0"



PROPOSED GUEST ROOM FLOOR PLAN SCALE 1/8" = 1'-0"

WINDOWS SCHEDULE			
ITEM	SIZE	QUANTITY	TYPE
1	3'-0" X 5'-0"	2	SH

SH = SINGLE HUNG

DOORS SCHEDULE			
ITEM	SIZE	QUANTITY	TYPE
A	2'-6" X 6'-8"	2	SHS
B	2'-4" X 6'-8"	2	SHH
C	2'-0" X 6'-8"	2	SHH

SHS = SINGLE HINGED SOLID CORE
SHH = SINGLE HINGED HOLLOW CORE

IECC 2021 GREEN/ENERGY CODE COMPLIANCE FOR HOME

ALL GREEN/ENERGY SYSTEMS MUST MEET THE REQUIREMENTS FROM THE CHAPTER 4 OF THE INTERNATIONAL ENERGY CONSERVATION CODE, REFERRED TO RESIDENTIAL ENERGY EFFICIENCY. IF ANY ITEM IS NOT LISTED BELOW REFER TO THE MENTIONED CHAPTER.

1. STORMWATER
1.1 70% OF NON-ROOF AREA HAS VEGETATIVE LANDSCAPE, PERMEABLE PAVING OR SLOPED FOR RUNOFF TO A PERMANENT FILTRATION FEATURE.

2. WATER EFFICIENCY
2.1 LAVATORY FAUCETS MUST HAVE AN AVERAGE FLOW RATE OF 2.0 GALLONS PER MINUTE OR LESS.
2.2 SHOWERS HEADS MUST HAVE AN AVERAGE FLOW RATE OF 2.0 GALLONS PER MINUTE OR LESS.
2.3 TOILETS MUST HAVE AN AVERAGE FLOW RATE OF:
2.3.1 LESS THAN OR EQUAL TO 1.3 GALLONS PER FLUSH
2.3.2 DUAL FLUSH COMPLYING WITH ASME A 112.18.14
2.3.3 COMPLY WITH US EPA WATER SENSE.
2.4 ENERGY STAR DISHWASHER
2.5 ENERGY STAR CLOTHES WASHER

3. HEAT ISLAND MITIGATION
3.1 ENERGY STAR QUALIFIED ROOF SYSTEM FOR ROOF WITH SLOPE OF 2:12 OR GREATER.
3.2 RADIANT BARRIER IN ATTIC WITH CONVENTIONAL SHINGLES.
3.3 ENCAPSULATED FOAM INSULATION BETWEEN THE ROOF RAFTERS (R-22 OR GREATER).
3.4 WINDOWS AND DOORS MUST BE SEALED WITH FOAM OR CAULK.
3.5 SILL PLATE MUST BE SEALED ON THE INSIDE WITH FOAM OR CAULK.
3.6 ALL WALL PENETRATIONS TO THE EXTERIOR MUST BE SEALED WITH FOAM OR CAULK.
3.7 BLOWER DOOR TESTING IS MANDATORY. NOT TO EXCEED 4 AIR CHANGES PER HOUR AT 50 PASCALS.

4. DUCTS AND AIR SEALING
4.1 DUCTS MUST BE TESTED AND VERIFIED TO HAVE TOTAL LEAKAGE OF NO MORE THAN 4 FT³ MIN PER 100 SQUARE FOOT FOR 30 CM F AIR HANDLER IS NOT INSTALLED. EXCEPT WHEAT AIR HANDLER AND ALL DUCTS ARE LOCATED INSIDE UNFINISHED SPACE OR UNFINISHED ATTIC.
4.2 ALL DUCTS MUST BE TESTED AND VERIFIED TO HAVE TOTAL LEAKAGE OF NO MORE THAN 4 FT³ MIN PER 100 SQUARE FOOT FOR 30 CM F AIR HANDLER IS NOT INSTALLED. EXCEPT WHEAT AIR HANDLER AND ALL DUCTS ARE LOCATED INSIDE UNFINISHED SPACE OR UNFINISHED ATTIC.
4.3 ALL DUCTS MUST BE TESTED AND VERIFIED TO HAVE TOTAL LEAKAGE OF NO MORE THAN 4 FT³ MIN PER 100 SQUARE FOOT FOR 30 CM F AIR HANDLER IS NOT INSTALLED. EXCEPT WHEAT AIR HANDLER AND ALL DUCTS ARE LOCATED INSIDE UNFINISHED SPACE OR UNFINISHED ATTIC.

5. INSULATION
5.1 ALL WINDOWS FENESTRATION U-FACTOR MUST BE 0.32. SKYLIGHT U-FACTOR 0.55 AND GLAZED FENESTRATION SHGC 0.25 MAX.
5.2 CEILINGS MUST BE INSULATED WITH R-49. IF NO ATTIC SPACE R-30. THIS REDUCTION IS LIMITED TO 500 SQUARE FEET (46 M²) OR 20% OF THE TOTAL INSULATED CEILING AREA, WHICHEVER IS LESS.
5.3 ATTIC ACCESS LADDERS AND OR HATCHES, MUST BE INSULATED THE SAME AS THE ATTIC AND HAVE A WEATHER SEAL.
5.4 ALL EXTERIOR WALLS MUST BE INSULATED WITH R-20 CAVITY OR R-13 CAVITY WITH R-5 CONTINUOUS INSULATION OR HIGHER.
5.5 CRAWL SPACE WALLS MUST BE INSULATED WITH T-5 CONTINUOUS OR R-19 CAVITY INSULATION WITH VAPOR BARRIER OVER EXPOSED EARTH.
5.6 PER AND BEAM OR ANY OTHER RAISED FLOOR SYSTEM MUST BE INSULATED WITH R-19 INSULATION OR HIGHER.

6. HVAC SYSTEMS
6.1 TEMPERATURE CONTROLS MUST BE INSTALLED INCLUDING A PROGRAMMABLE THERMOSTAT CONTROLLING THE PRIMARY HEATING AND COOLING SYSTEM.
6.2 MECHANICAL SYSTEM PIPING MUST BE INSULATED TO A MINIMUM OF R-3. HOT WATER PIPING 3/4" IN DIAMETER OR LARGER AND ALL HOT WATER PIPING IN CERTAIN APPLICATIONS MUST BE INSULATED TO R-3.
6.3 PIPES CARRYING FLUID OVER 104° OR BELOW 55° MUST BE INSULATED WITH R-13.
6.4 A MINIMUM OF 75% OF LAMPS IN PERMANENTLY INSTALLED FIXTURES MUST BE HIGH-EFFICACY AS DEFINED IN THE IECC.

SCOPE OF WORK	
ITEM	DESCRIPTION
A	AREA OF ADDITION CONTEMPLATES 32 SQ. FT. AREA OF REMODELING CONTEMPLATES 464 SQ. FT. THE REMODELING SHOULD BE BUILT IN ACCORDANCE WITH 2021 IRC REQUIREMENTS.
B	PROPOSED REMODELING, TILES, DRYWALL, FLOORS, AND ANY OTHER STRUCTURES WHICH ARE PROVIDED BY REMODELING MUST BE REBUILT TO MEET EXISTING CODE AND CONDITIONS.
C	WALL FINISH, FLOOR FINISH AND FOUNDATION TO BE REPAIRED AS NECESSARY. ALL WORK MUST COMPLY WITH CURRENT CITY BUILDING CODE.
D	THE ELECTRICAL WIRING AND ACCESSORIES TO BE REPLACED IN THEIR ENTIRETY MUST COMPLY WITH THE CURRENT CITY CODES.

CURRENT CITY CODES:

- 2021 International Building Code with local amendments
- 2021 International Energy Conservation Code with local Amendments
- 2021 International Fuel & Gas Code with local Amendments
- 2021 International Mechanical Code with local amendments
- 2021 International Plumbing Code with local amendments
- 2021 International Residential Code with local amendments
- 2020 National Electrical Code with local Amendments
- 2021 International Green Construction Code with local Amendments



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RESIDENTIAL ADDITION	PROPOSED FLOOR PLAN	RC PLANS	08/14/2024	1/8" = 1'-0"
USE:	PLAN:	DRAWN BY:	DATE:	SCALE:

ADDRESS:

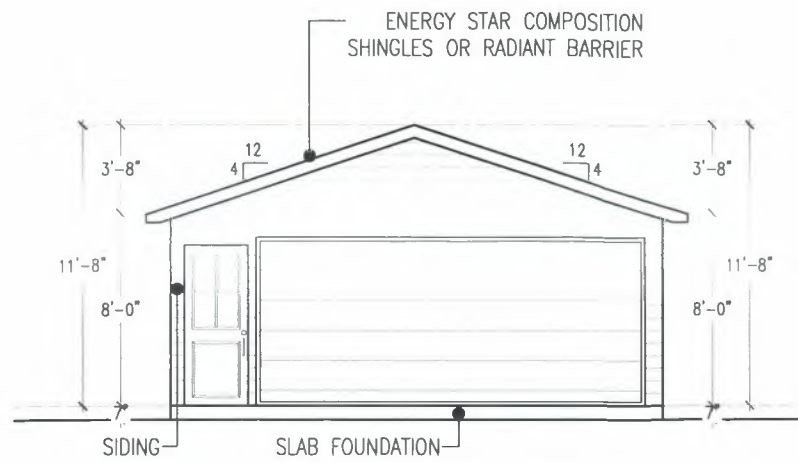
6356 DENHAM DR, DALLAS, TX 75217

PAGE NUMBER:

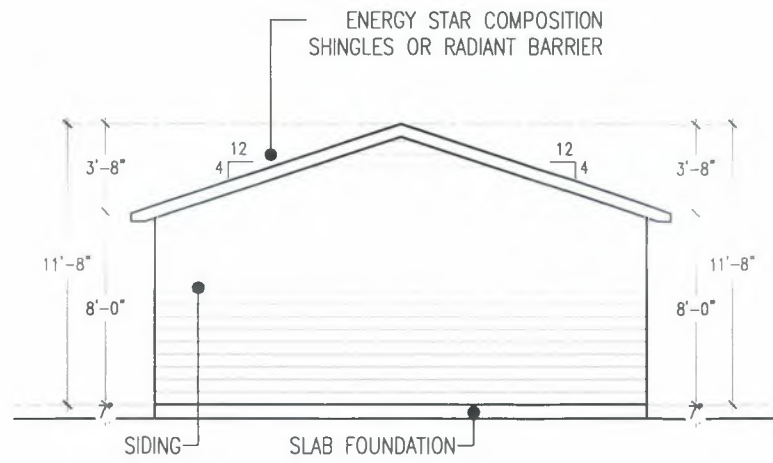
03

BDA245-015

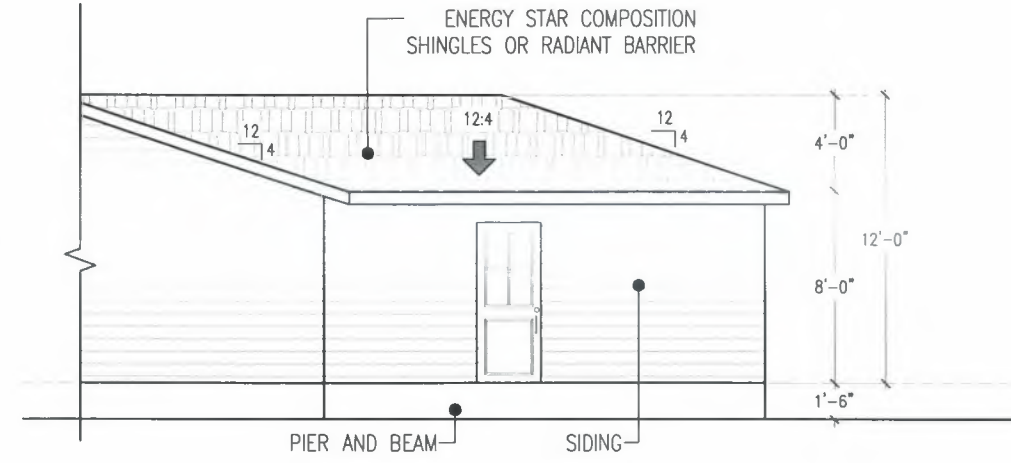
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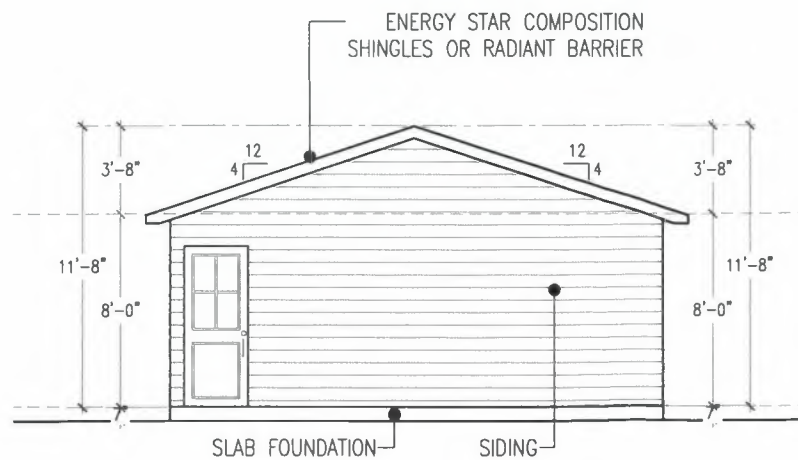
EXISTING WEST GUEST HOUSE ELEVATION
SCALE 1/8" = 1'-0"



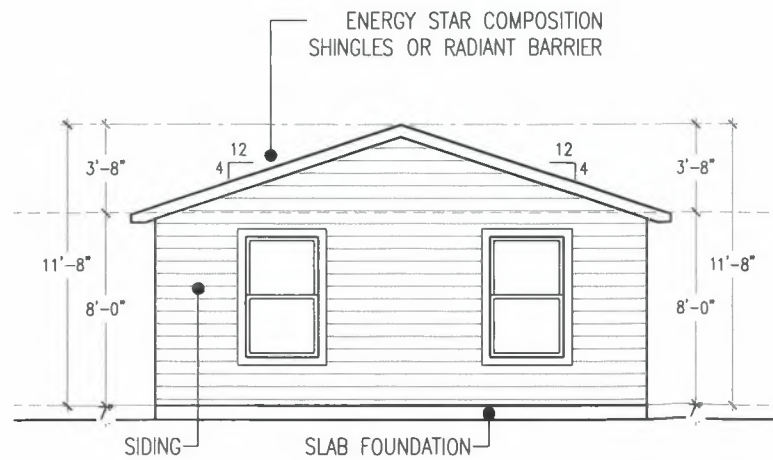
EXISTING EAST GUEST HOUSE ELEVATION
SCALE 1/8" = 1'-0"



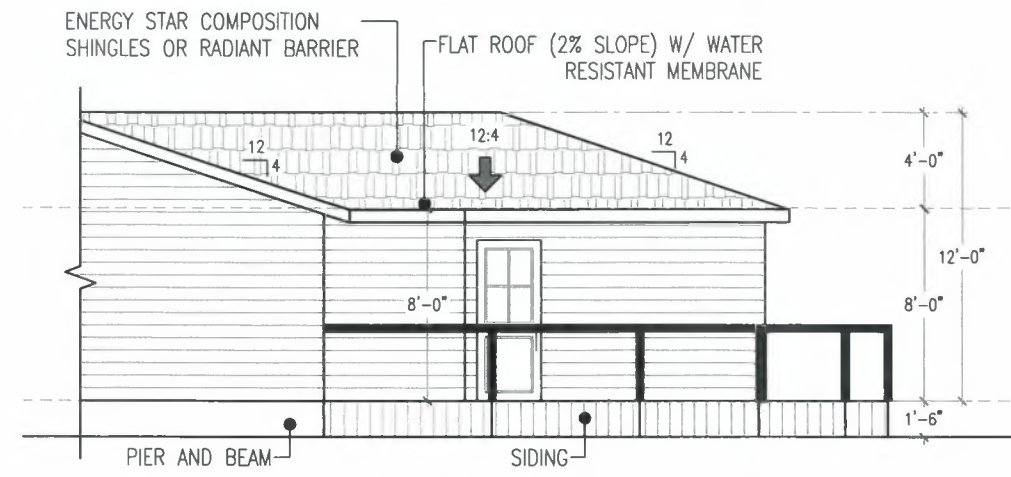
EXISTING WEST ELEVATION
SCALE 1/8" = 1'-0"



PROPOSED WEST GUEST HOUSE ELEVATION
SCALE 1/8" = 1'-0"



PROPOSED EAST GUEST HOUSE ELEVATION
SCALE 1/8" = 1'-0"



PROPOSED WEST ELEVATION
SCALE 1/8" = 1'-0"

RESIDENTIAL ADDITION	ELEVATIONS	RC PLANS	08/14/2024	1/8" = 1'-0"
USE:	PLAN:	DRAWN BY:	DATE:	SCALE:

ADDRESS:

6356 DENHAM DR, DALLAS, TX 75217

PAGE NUMBER:

04

FILE NUMBER: BDA245-017(BT)

BUILDING OFFICIAL'S REPORT: Application of Rob Baldwin for (1) a variance to the front-yard setback regulations at **1427 EASTUS DRIVE**. This property is more fully described as Block 5920, Lot 3, and is zoned R-7.5(A), which requires a front-yard setback of 25-feet. The applicant proposes to construct and/or maintain a single-family residential structure and provide a 7-foot 6-inch front-yard setback, which will require **(1)** a 17-foot 6-inch variance to the front-yard setback regulations.

LOCATION: 1427 Eastus Drive

APPLICANT: Rob Baldwin

REPRESENTED BY:

REQUEST:

- (1) A request for a variance to the front-yard setback regulations.

STANDARDS OF REVIEW FOR A VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the board has the power to grant variances from the **front yard**, side yard, rear yard, lot width, lot depth, lot coverage, floor area for structures accessory to single-family uses, height, minimum sidewalks, off-street parking or off-street loading, or landscape regulations provided that the variance is:

- (A) **not contrary to the public interest** when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- (B) necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such a **restrictive area, shape, or slope**, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- (C) **not granted to relieve a self-created or personal hardship**, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code §51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.

- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

STAFF RECOMMENDATION:

Variance:

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest as no letters of opposition were received.
- B. Lot is restrictive in **buildable area, and irregularly shaped**, it is a corner lot with front-yard setbacks facing both Eastus Drive and W Greenbriar Lane; therefore, it cannot be developed in a manner commensurate with development upon other parcels of land in the same zoning.
- C. Not self-created nor is it a personal hardship.

BACKGROUND INFORMATION:

Zoning:

Site: R-7.5(A) (Single Family District)
North: R-7.5(A) (Single Family District)
East: R-7.5(A) (Single Family District)
South: R-7.5(A) (Single Family District)
West: R-7.5(A) (Single Family District)

Land Use:

The subject site and all surrounding properties are developed with single family uses.

Lot Square Footage:

This lot size is 9,135 square feet. (0.210 of an acre)

BDA History:

No BDA history found within the last 5 years

GENERAL FACTS/STAFF ANALYSIS:

- The application of Rob Baldwin for the property located at 1437 Eastus Drive focuses on one request relating to a variance to the front-yard setback regulations.

- The applicant is requesting a variance to the front-yard setback regulations. The applicant is proposing to construct and maintain a residential structure and provide a 7-foot 6-inch front-yard setback along W Greenbriar Lane, which will require a 17-foot 6-inch variance to the front-yard setback regulations.
- The subject site along with surroundings properties to the north, south, east, and west are all developed with single-family homes.
- It is imperative to note that the subject site is a corner lot, having a 25-foot front-yard setback along Eastus Drive and a 25-foot front-yard setback along W Greenbriar Lane.
- Subject lot is zoned R-7.5(A) which requires a minimum lot size of 7,500 square feet (0.115 of an acre).
- Subject lot size is 9,135 square feet (0.210 of an acre)
- Buildable area without the variance is 4,236 square feet compared to the maximum buildable area with variance is 5,443 square feet. The applicant is requesting 3,978 square feet.
- Per staff's review of the subject site, it has been confirmed that the single-family structure is proposed on a vacant lot.
- The applicant has the burden of proof in establishing the following:
 - 1) That granting the variance to the front-yard setback regulations will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
 - 2) The variance is necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
 - 3) The variance would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.
- ELEMENT II SUBSTITUTE:

Dallas Development Code §51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

 - (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
 - (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.

(iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.

(iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or

(v) the municipality considers the structure to be a nonconforming structure.

- Granting the variance to the front-yard setback regulations with a condition that the applicant complies with the submitted site plan and elevations, would require the proposal to be constructed as shown on the submitted documents.
- 200' Radius Video: [BDA245-017 at 1427 Eastus Dr](#)

Timeline:

December 19, 2024: The applicant submitted an “Application/Appeal to the Board of Adjustment” and related documents which have been included as part of this case report.

January 3, 2024: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel B.

January 24, 2024: Planning and Development Department Senior Planner emailed the applicant the following information:

- an attachment that provided the public hearing date and panel that will consider the application; the January 31, 2025, deadline to submit additional evidence for staff to factor into their analysis; and February 7, 2025, deadline to submit additional evidence to be incorporated into the board’s docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

January 30, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the February public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner and Transportation Engineer.




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
AERIAL MAP

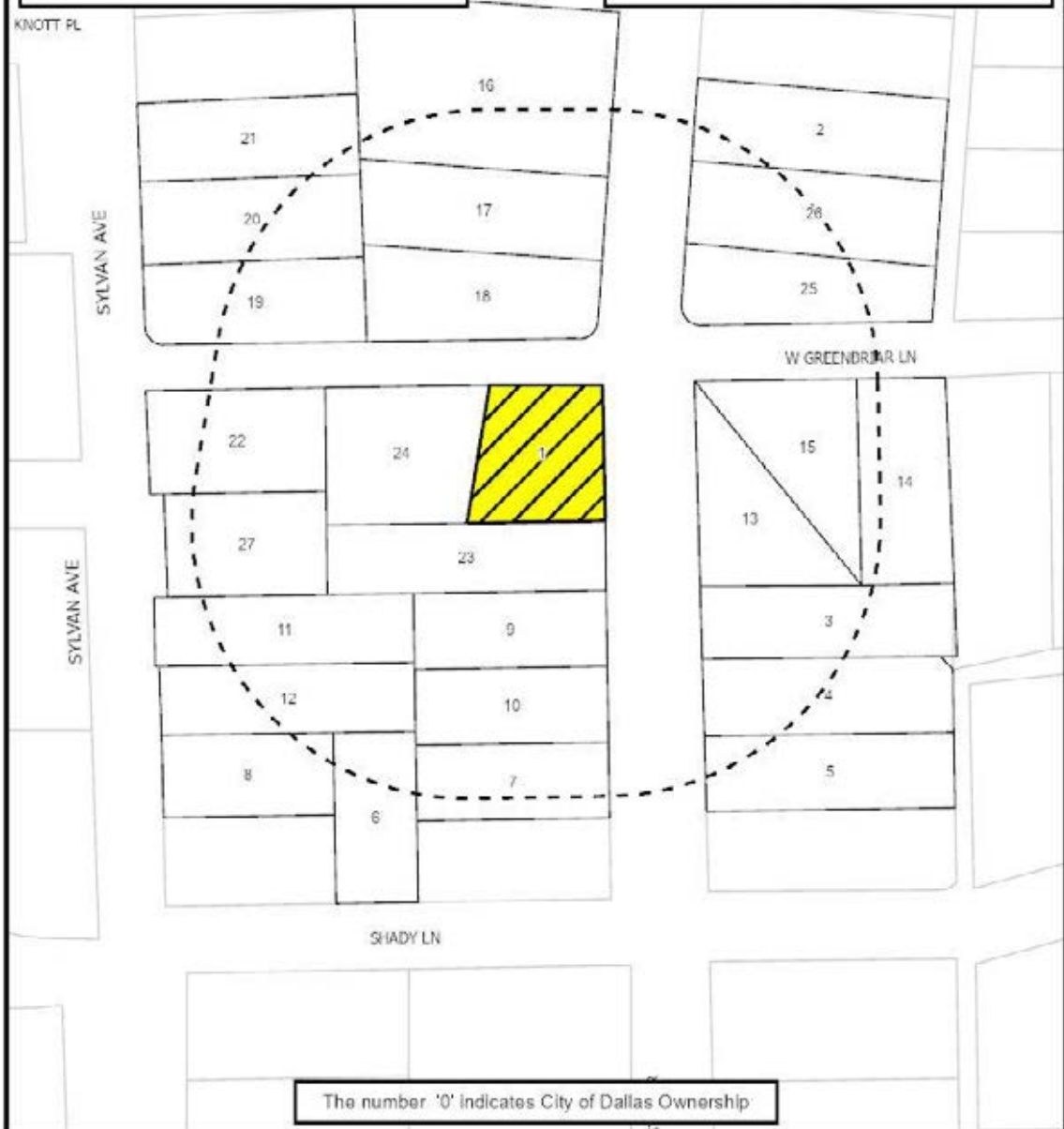
Case no: BDA245-017

Date: 01/28/2025



The area of request is hatched  Notification is sent to all property owners within the notification buffer area (shown by the dashed circle). Your property is not being rezoned if you are outside of the hatched area. If your property is not within the hatched area, you are receiving this notice only to let you know of the request.

El área de solicitud está sombreada  La notificación se envía a todos los propietarios dentro del área de notificación (que se muestra con un círculo discontinuo). Su propiedad no será re zonificada si está fuera del área sombreada. Si su propiedad no está dentro del área sombreada, recibió este aviso solo para informarle sobre la solicitud.



The number '0' indicates City of Dallas Ownership

 1:1,200	NOTIFICATION	Case no: BDA245-017			
	<table border="1"> <tr> <td style="text-align: center;">200'</td> <td>AREA OF NOTIFICATION</td> </tr> <tr> <td style="text-align: center;">27</td> <td>NUMBER OF PROPERTY OWNERS NOTIFIED</td> </tr> </table>	200'	AREA OF NOTIFICATION	27	NUMBER OF PROPERTY OWNERS NOTIFIED
200'	AREA OF NOTIFICATION				
27	NUMBER OF PROPERTY OWNERS NOTIFIED				

Notification List of Property Owners

BDA245-017

27 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	1427 EASTUS DR	MARCER CONSTRUCTION CO LLC
2	1512 EASTUS DR	LANE PATRICK DANIEL & ROBIN C
3	1414 EASTUS DR	SPENCER BLAKE &
4	1410 EASTUS DR	WALTER MARTHA M &
5	1406 EASTUS DR	SCHIER WILLIAM J &
6	743 SHADY LN	STRANGE WILLIAM BRYAN III
7	1407 EASTUS DR	CASAS YESENIA
8	1428 SYLVAN AVE	MILLINGTON MARTIN &
9	1415 EASTUS DR	DEMANDER GEOFFREY SHAW &
10	1411 EASTUS DR	PLUNKETT JAMES M
11	1436 SYLVAN AVE	CHAPPELL MARCUS & JUDY ANN
12	1432 SYLVAN AVE	NOEL EMANUEL B
13	1418 EASTUS DR	GOEGEL ROBERT & CHRISTINE
14	720 W GREENBRIAR LN	BAILEY ERIC N & TERI L
15	726 W GREENBRIAR LN	YOUNGQUIST CHARLOTTE A &
16	1519 EASTUS DR	ALFIERI MARK C
17	1507 EASTUS DR	OLSEN ADAM D
18	1503 EASTUS DR	SPRINGFIELD STEPHEN R &
19	1502 SYLVAN AVE	MEZA RENE & SANDRA
20	1506 SYLVAN AVE	AGARWAL HARSH
21	1512 SYLVAN AVE	SHIFFLETT DENNIS BRADY &
22	1444 SYLVAN AVE	WILKINS NANCY J
23	1421 EASTUS DR	SPANN DAVID C & SUZANNE
24	742 W GREENBRIAR LN	SIKES STEVEN P &
25	1506 EASTUS DR	MORROW ELIZABETH
26	1510 EASTUS DR	HUGHES DAN &

Label # Address

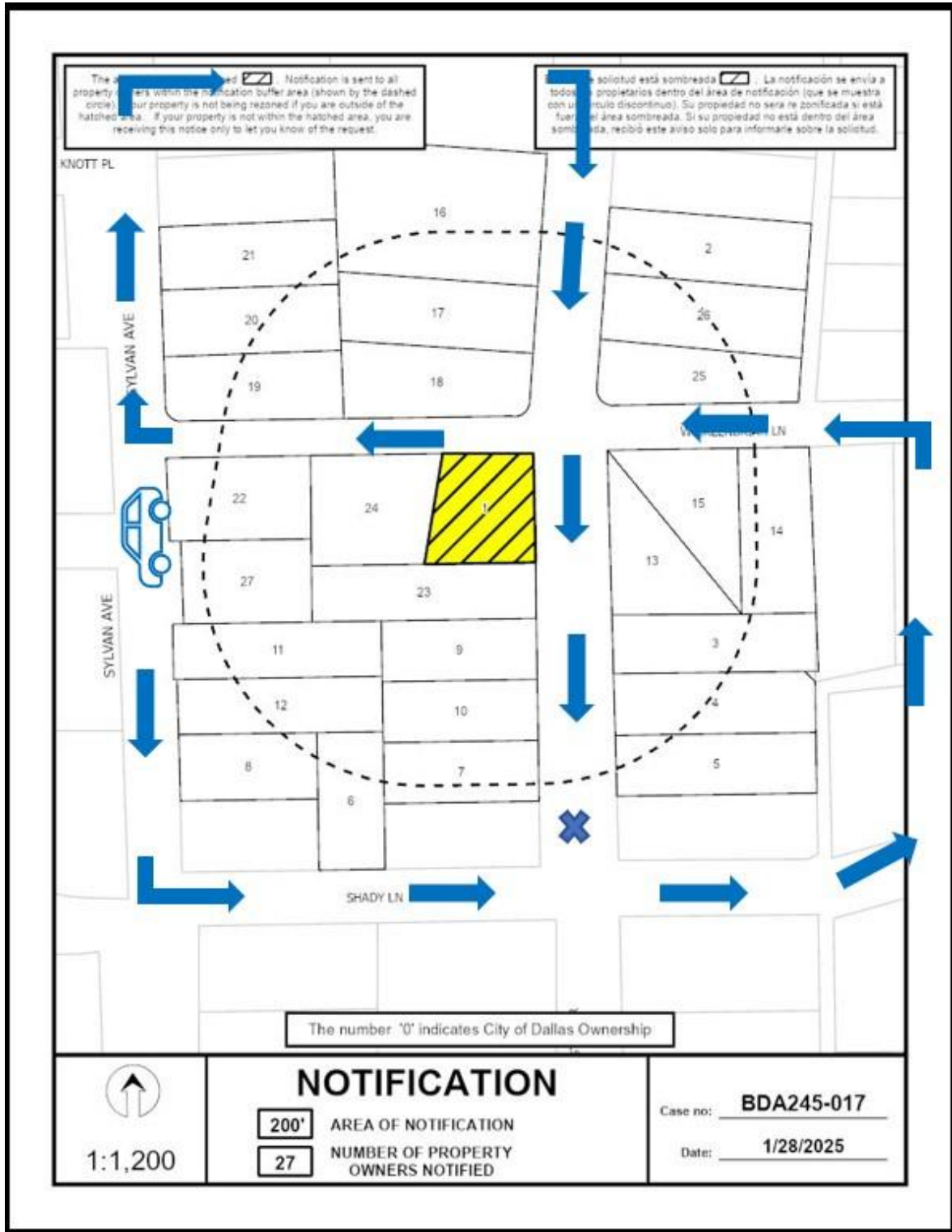
27 1444 SYLVAN AVE

Owner

WILKINS DAVID M

 1:1,200	<p style="text-align: center;">NOTIFICATION</p> <table><tr><td data-bbox="485 485 566 527">200'</td><td data-bbox="591 491 862 520">AREA OF NOTIFICATION</td></tr><tr><td data-bbox="485 537 566 579">27</td><td data-bbox="591 533 862 583">NUMBER OF PROPERTY OWNERS NOTIFIED</td></tr></table>	200'	AREA OF NOTIFICATION	27	NUMBER OF PROPERTY OWNERS NOTIFIED	Case no: <u>BDA245-017</u> Date: <u>1/28/2025</u>
200'	AREA OF NOTIFICATION					
27	NUMBER OF PROPERTY OWNERS NOTIFIED					

200' Radius Route Map



NOTICE OF PUBLIC HEARING

BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL B)

NOTICE IS HEREBY GIVEN that the BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL B) will hold a hearing as follows:

- DATE: WEDNESDAY, FEBRUARY 19, 2025
- BRIEFING: 10:30 a.m. via Videoconference and in 6ES, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0219>
- HEARING: 1:00 p.m. via Videoconference and in 6ES, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0219>

The purpose of the hearing is to consider the following appeal(s) now pending before the Board of Adjustment.

BDA245-017(BT) Application of Rob Baldwin for (1) a variance to the front-yard setback regulations at 1427 EASTUS DRIVE. This property is more fully described as Block 5920, Lot 3, and is zoned R-7.5(A), which requires a front-yard setback of 25- feet. The applicant proposes to construct and/or maintain a single-family residential structure and provide a 7-foot 6-inch front-yard setback, which will require (1) a 17-foot 6-inch variance to the front-yard setback regulations.

You have received this notice because you own property within 200 feet of the above property. You may be interested in attending the Board of Adjustment hearing to express your support for or opposition to the application. You may also contact the Board of Adjustment by email to BDAreply@dallas.gov. Letters will be accepted until 9:00 am the day of the hearing, if you are unable to attend the hearing. If you choose to respond, it is important that you let the Board know your reasons for being in favor of or in opposition to the application. The Board members are very interested in your opinion.

Note: Any materials (such as plans, elevations, etc.) included within this notice may be subject to change.

The Board of Adjustment hearing will be held by videoconference and in 6ES at City Hall. Individuals who wish to speak in accordance with the Board of Adjustment Rules of Procedure by joining the meeting virtually, must register online at <https://bit.ly/BDA-B-Register> by the close of business Tuesday, February 18, 2025. All virtual speakers will be required to show their video in order to address the board. In Person speakers can register at the hearing. Public Affairs and Outreach will also stream the public hearing on Spectrum Cable Channel 96 or 99; and bit.ly/cityofdallastv or YouTube.com/CityofDallasCityHall

Speakers at the meeting are allowed a maximum of three minutes to address the Board.

Additional information regarding the application may be obtained by calling Bryant Thompson, Senior Planner at (214) 948-4502, or Mary Williams, Board Secretary at (214) 670-4127. Si desea información en español, favor de llamar al teléfono a Mary Williams al (214) 670-4127.

PLEASE SEND REPLIES TO:
BDAreply@dallas.gov
Letters will be received until 9:00
am the day of the hearing.

PLEASE REGISTER AT:
<https://bit.ly/BDA-B-Register>

Board of Adjustment
Planning & Development Department
1500 Marilla Street 5CN Dallas TX 75201



Development Services

"TOGETHER WE ARE BUILDING A SAFE AND UNITED DALLAS"

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA 245-017 FOR OFFICE USE ONLY

Data Relative to Subject Property: _____ Date: _____

Location address: 1427 Eastus Drive Zoning District: R-7.5(A)

Lot No.: Tr 3 Block No.: 5920 Acreage: 0.207 Census Tract: 48113004201

Street Frontage (in Feet): 1) 82' 2) 100.21' 3) _____ 4) _____ 5) _____

To the Honorable Board of Adjustment:

Owner of Property (per Warranty Deed): Marcus Construction Co., LLC

Applicant: Rob Baldwin, Baldwin Associates Telephone: 214-824-7949

Mailing Address: 3904 Elm Street, Suite B - Dallas Zip Code: 75226

E-mail Address: rob@baldwinplanning.com / michele@baldwinplanning.com

Represented by: Rob Baldwin, Baldwin Associates Telephone: 214-824-7949

Mailing Address: 3904 Elm Street, Suite B - Dallas Zip Code: 75226

E-mail Address: rob@baldwinplanning.com / michele@baldwinplanning.com

Affirm that an appeal has been made for a Variance or Special Exception of to the front yard setback along W. Greenbriar Lane to allow the construction of a single family residence.

and SE to fence in 20' visibility triangle

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to Grant the described appeal for the following reason:

This property is encumbered with 2 front yards which leaves an unreasonable amount of space to build on. The proposed home is commensurate with the surrounding properties.

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared Rob Baldwin

(Affiant/Applicant's name printed)

who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property

Respectfully submitted: _____
(Affiant/Applicant's signature)

Subscribed and sworn to before me this 12 day of December, 2024

Michele W. Stoy
Notary Public in and for Dallas County, Texas



MEMORANDUM OF
ACTION TAKEN BY THE
BOARD OF ADJUSTMENT

Date of Hearing _____

Appeal was--Granted OR Denied

Remarks _____

Chairman

Building Official's Report

I hereby certify that Rob Baldwin

did submit a request for (1) a variance to the front yard setback regulations
at 1427 Eastus

BDA245-017(BT) Application of Rob Baldwin for (1) a variance to the front-yard setback regulations at 1427 EASTUS DRIVE. This property is more fully described as Block 5920, Lot 3, and is zoned R-7.5(A), which requires a front-yard setback of 25- feet. The applicant proposes to construct and/or maintain a single-family residential structure and provide a 7-foot 6-inch front-yard setback, which will require (1) a 17-foot 6-inch variance to the front-yard setback regulations.

Sincerely,


M. Samuell Eskander, PE



AFFIDAVIT

Appeal number: BDA 245-017

I, Marcer Construction Co., LLC, Owner of the subject property
(Owner or "Grantee" of property as it appears on the Warranty Deed)

at: 1427 Eastus Drive
(Address of property as stated on application)

Authorize: Rob Baldwin, Baldwin Associates
(Applicant's name as stated on application)

To pursue an appeal to the City of Dallas Zoning Board of Adjustment for the following request(s)

- Variance (specify below)
- Special Exception (specify below)
- Other Appeal (specify below)

Specify: Variance to the front yard setback along Eastus and W. Greenbriar

and SE to fence in 20' visibility triangle

Rawl Estrada
Print name of property owner or registered agent

[Signature]
Signature of property owner or registered agent

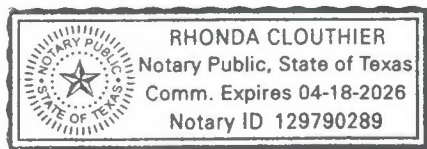
agent Date December 11, 2024

Before me, the undersigned, on this day personally appeared

Who on his/her oath certifies that the above statements are true and correct to his/her best

knowledge. Subscribed and sworn to before me this December 11, 2024 day of

December, 2024



[Signature]
Commission expires on 04-18-2026



AFFIDAVIT

Appeal number: BDA 245-017

I, Marcer Construction Co., LLC, Owner of the subject property
(Owner or "Grantee" of property as it appears on the Warranty Deed)

at: 1427 Eastus Drive
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and SE to fence in 20' visibility triangle

Braul Estrada
Print name of property owner or registered agent

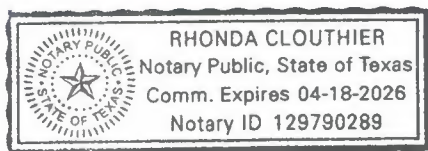
[Signature]
Signature of property owner or registered agent

agent Date December 11, 2024

Before me, the undersigned, on this day personally appeared

Who on his/her oath certifies that the above statements are true and correct to his/her best knowledge. Subscribed and sworn to before me this 11 day of

December, 2024



[Signature]
Commission expires on 04-18-2026



KNOTT PL

EVERGREEN HILL RD

OAK KNOLL ST

CD 13
(Subarea 3)

SYLVAN AVE

EASTUS DR

W GREENBRIAR LN

R-7.5(A)

LA SENDA PL

CD
13

SHADY LN

DOMINION ST

YAKIMO DR

SAM DEALEY DR

RAINBOW DR

CLUB CIR



1:2,400

	City Limits		Peak's Branch PPP		SUP
	Highways		X Protected by Levee		D
	Ramps and Access Roads		Parks		D-1
	Flood Zone		Height Map Overlay		CP
	100 Year Flood Zone		Planning Management Overlay		SP
	East Peak's Branch		Shopping Overlay		MD Overlay
	East Peak's Branch PPP		Base Zoning		Historic Subdistrict
	Floodway		PD183 Oak Lot		Historic Overlay
	Mill Creek		Dafas Environmental Corridor		PD Subdistrict
	Mill Creek PPP		DOO Overlay		PDS Subdistrict
	Peak's Branch		Deed Restrictions		HSO Subdistrict

ANNEXED MAY 16, 1945 ORD. NO. 3626
SURVEY AARON OVERTON ABST. 1101
DULLES GRIMM ADDN. LOT B&C. A/5920 FILED: 5-8-94

CITY OF DALLAS PLAT BOOKS
ADDITION

SCALE 100 FT. EQUALS 1 INCH D.C. 12-12-94

SCHOOL DIST. DALLAS

BLOCK 5920, 5920A



FEB 21 1985

EDN 245-017

This Site Plan is not a survey. It is provided for building and site-work layout only. Prior to the start of construction the general contractor shall verify with the city and/or the appropriate utilities all grades, existing improvements, property lines, required building setbacks, easements, utilities, structures, and any other existing site conditions that could prevent a hazard or interfere with construction. Any discrepancies between the Site Plan and actual on-site conditions shall be the responsibility of the contractor to resolve. Susser Architects LLC shall be responsible only for the re-verification of these documents, and then only as information is provided by the general contractor. These requirements apply from the time these documents are issued and continue throughout the course of construction. Final grades shall provide positive drainage away from (all) structures on the site, and shall furthermore be sensitive to adjacent sites, and shall meet all local requirements.



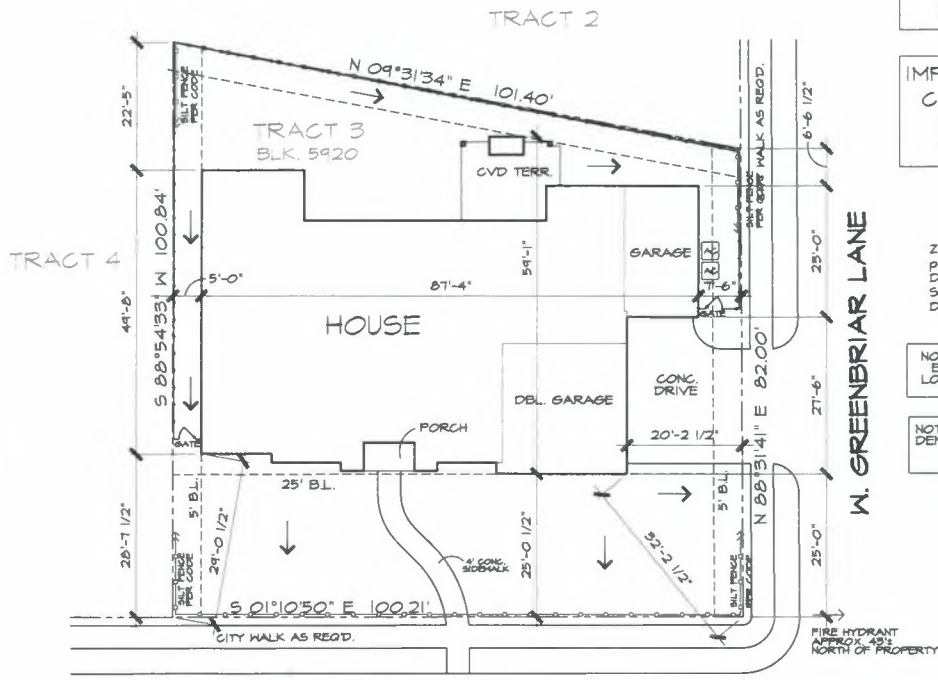
3/21/24

- LOT AREA
9,133 S.F.
- SLAB AREA
3,978 S.F.
- COVERAGE
43.5%
- NON-ROOFED
AREA
5,155 S.F.
- IMPERMEABLE
COVERAGE
609 S.F.
OR 11.8%

ZONING: T5 (A)
per the City of Dallas Development Service and Zoning District.

NO AIRDUCT OR HVAC EQUIPMENT WILL BE LOCATED IN GARAGE.

NOTE: ARROWS DENOTE WATER FLOW



1427 EASTUS DRIVE

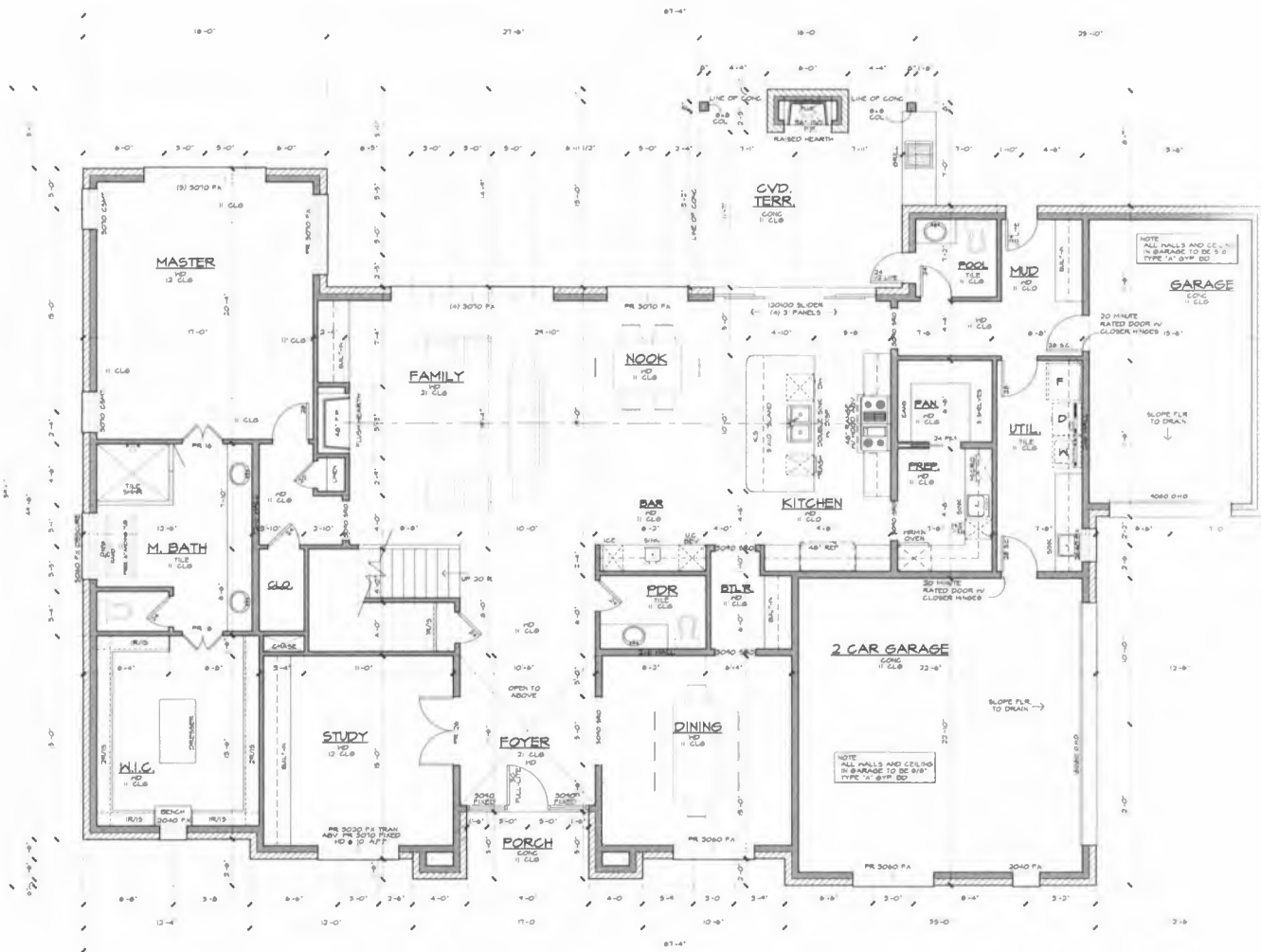


PLOT PLAN

ABST. NO. 1101 - TRACT 3, BLOCK: 5920
1427 Eastus Drive
Dallas, Texas

SCALE: 1"=20'-0"
JOB: 223044
DATE: 3/21/24

BDA245-017



FIRST FLOOR A/C	2,240 S.F.
SECOND FLOOR A/C	1,470 S.F.
TOTAL A/C	4,374 S.F.
GARAGE	804 S.F.
CVD TERR.	215 S.F.
PORCH	57 S.F.
TOTAL UNDER ROOF	5,450 S.F.

- GENERAL 1ST FLR PLAN NOTES:**
1. TYP STUD WALLS ARE 2x4 5 DIMENSIONED 4 OTHERS AS DIMENSIONED BRICK &/OR STONE VENEER 15'-0"
 2. INSTALL ALL 1ST FLR WINDOWS WITH HEADS AT 8'-0" AFF UNLESS NOTED OTHERWISE
 3. ALL DOORS ON 1ST FLR TO BE 8'-0" TALL UNLESS NOTED OTHERWISE
 4. TYP 1ST FF EL = 0'-0" (UNO)
 5. FLOOR SYSTEM ASSUMED TO BE 1-2" UNO

- CITY OF DALLAS GREEN ORDINANCE PH. 2**
1. ALL LAVATORY FACETS TO COMPLY WITH CITY OF DALLAS GREEN ORDINANCE. AVERAGE FLOW RATE 2.0 GPM OR LESS PER FIXTURE.
 2. ALL SINKS/HEADS TO COMPLY WITH CITY OF DALLAS GREEN ORDINANCE. AVERAGE FLOW RATE 2.0 GPM OR LESS PER FIXTURE.
 3. BUILDING TO PROVIDE ENERGY STAR QUALIFIED COPPER/STAINLESS STEEL OR ROOF.
 4. ALL PENETRATIONS AND CRACKS ALONG WALL BASE MUST BE SEALED AT INTERIOR CONDITION SPACES ADJACENT TO ATTACHED GARAGES.
 5. BUILDING TO PROVIDE ENERGY STAR DISHWASHER WITH 40 GALLONS OR LESS PER CYCLE.
 6. ALL INTERIOR DOORS AT CONDITION SPACES ADJACENT TO ATTIC AND ATTACHED GARAGES MUST HAVE ENERGY EFFICIENT RETAINED ALONG HEAD/JAMB AND SILL.
 7. ALL SURFACES BETWEEN CONDITIONED SPACE AND ATTACHED GARAGE MUST BE TIGHTLY SEALED.
 8. 10% OF "HOT ROOF" AREA TO BE COVERED WITH VEGETATIVE LANDSCAPE SURFACING TREES 8" TALL OR PERMEABLE PAVING.
 9. HVAC UNIT TO BE LOCATED IN THE ATTIC SPACE.
 10. BUILDING MUST INSTALL DRAIN ILLUSTRATION ENTITLED "FOR ALL RECEIVING AREAS OF AN APPROVED LANDSCAPE PLAN."
 11. AIR SEAL FOR DISHWASHER.
 12. AIR FILTERS MUST BE VERY B OR GREATER.
 13. AIR HANDLERS MUST BE SIZED TO MAINTAIN AIR PRESSURE AND AIR FLOW.
 14. AIR FILTER HOUSING MUST BE AIR-TIGHT.
 15. SEE ROOF PLAN SHEET FOR ALL NOTES PERTAINING TO THE DENSITY STAR RATING REQUIREMENTS.
 16. SEE ELECTRICAL PLAN SHEETS FOR ALL NOTES PERTAINING TO ALL REQUIREMENTS.

DATE: 9/21/24
 REG LINE NAME: PKP
 REVISIONS

Estrada Residence
 427 EASTUS DRIVE



IKEMIRE ARCHITECTS L.L.C.



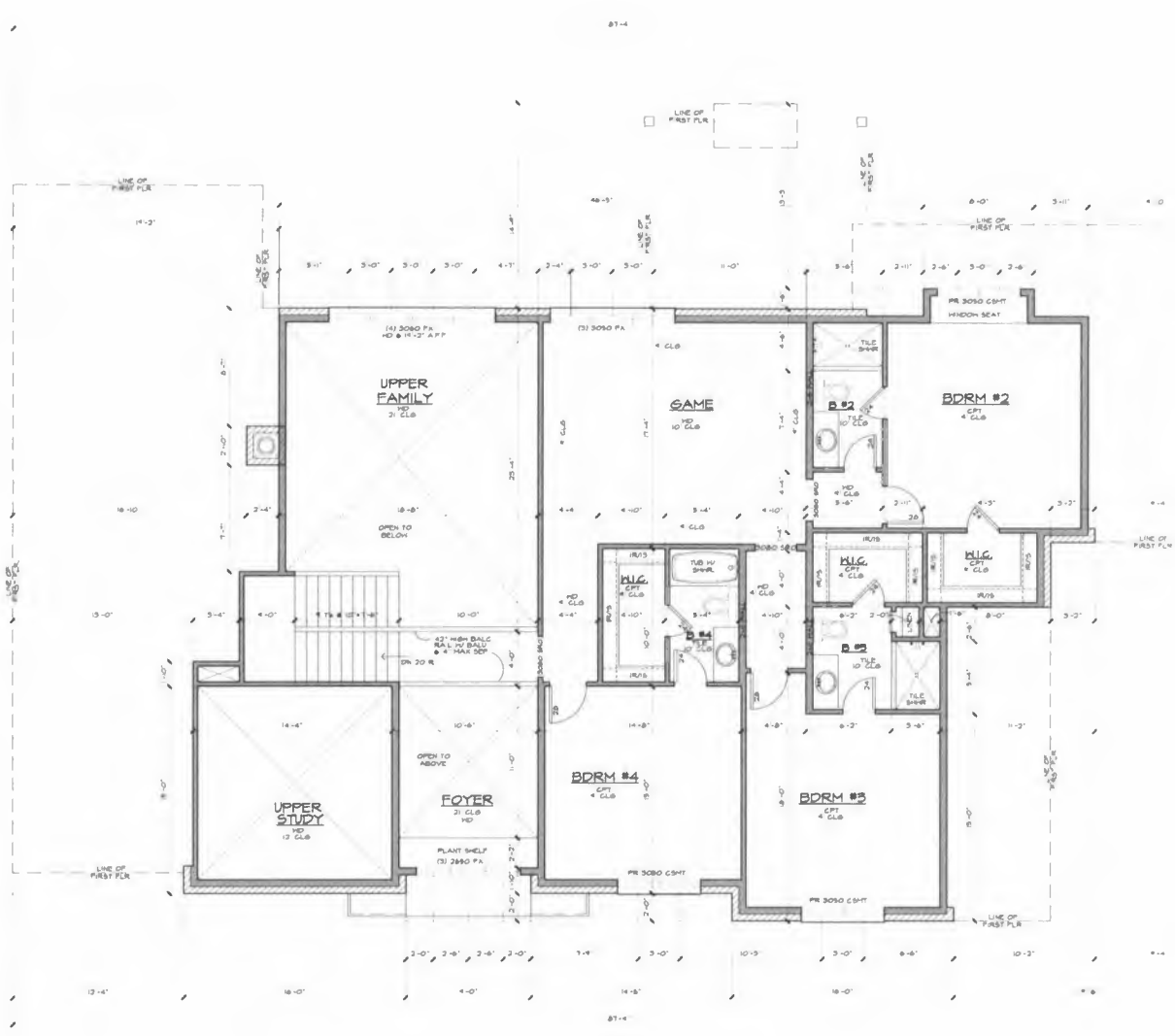
EXT HALL LEGEND

	BRICK
	CUT STONE

FIRST FLOOR PLAN

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

BDA245-017



- GENERAL 2ND FLOOR PLAN NOTES**
1. TYP STUD WALLS ARE 2x4'S DIMENSIONED 4" OTHERS AS DIMENSIONED BRICK 4" OR STONE VENEER 1/2 6"
 2. INSTALL ALL 2ND FLR WINDOWS WITH HEADS AT 7'-0" AFF UNLESS NOTED OTHERWISE
 3. ALL DOORS ON 2ND FLR TO BE 6'-0" TALL UNLESS NOTED OTHERWISE
 4. FLOOR SYSTEM ASSUMED TO BE 1'-2" U.N.O

DATE: 3/21/24
 REVISIONS
 NAME
 REVISIONS

Estrada Residence
 427 EASTUS DRIVE

IKEMIRE ARCHITECTS L.L.C.



EXT HALL LEGEND

	BRICK
	CUT STONE

SECOND FLOOR PLAN

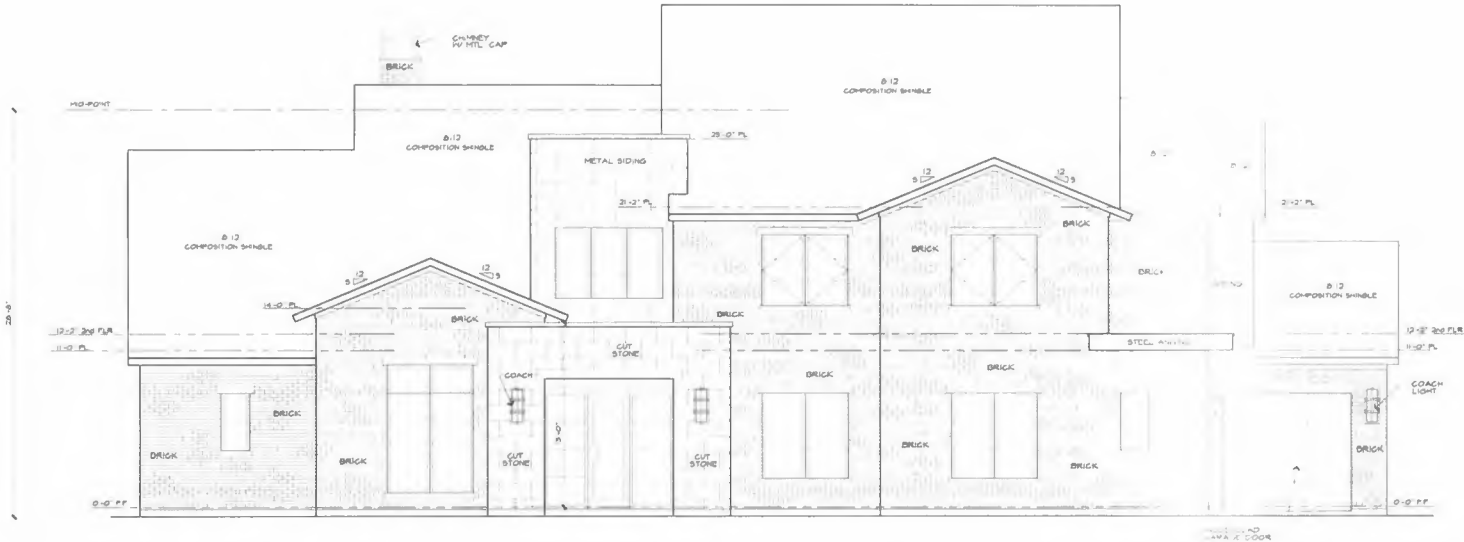
SCALE 1/4" = 1'-0"

A2
 2 of 7



RIGHT ELEVATION

SCALE 1/4" = 1'-0"



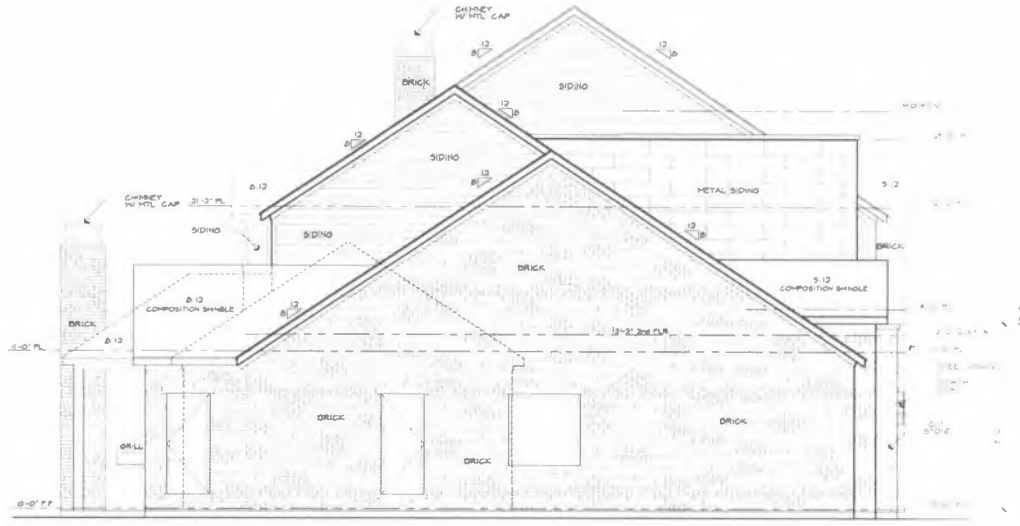
FRONT ELEVATION

SCALE 1/4" = 1'-0"

DATE: 3/21/14
 REVISIONS:
 NAME: HWY
 REVISIONS:
 Estrada Residence
 421 EASTUS DRIVE
 IKEMIRE ARCHITECTS L.L.C.
 A3

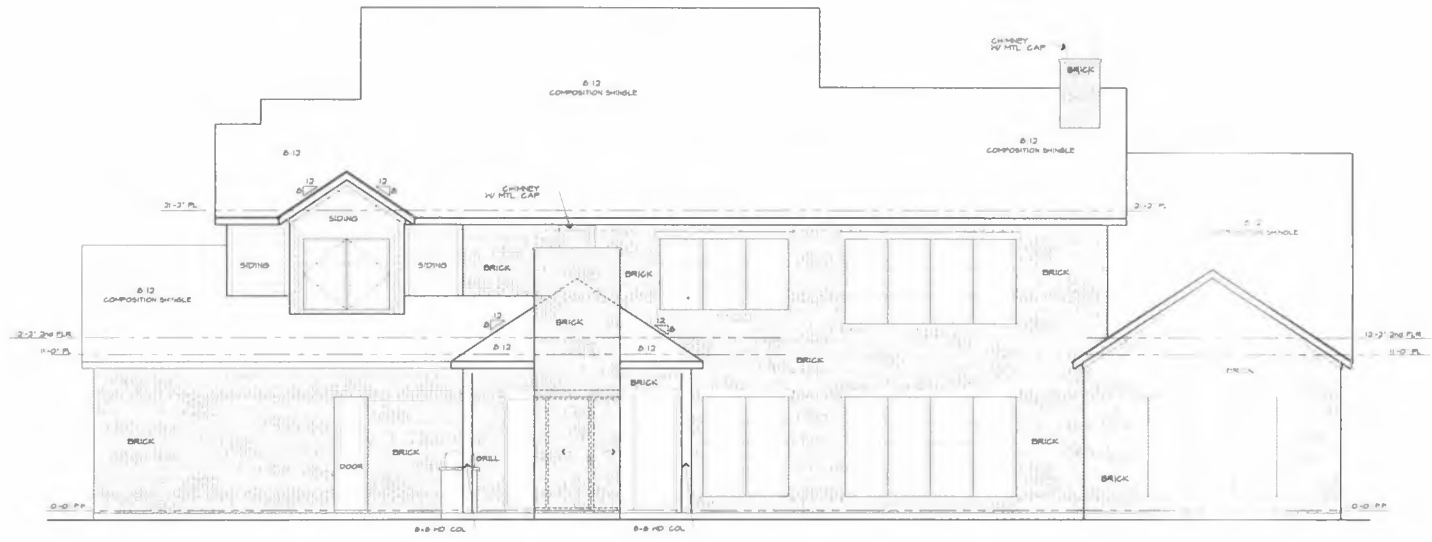


3/21/14



LEFT ELEVATION

SCALE 1/4" = 1'-0"



REAR ELEVATION

SCALE 1/4" = 1'-0"

DATE: 5/21/14
 Rev: 0
 NAME: POF
 REVISIONS:

Estrada Residence
 1427 EASTUS DRIVE

IKEMIRE ARCHITECTS L.L.C.

A4