



RESOLUTION NO. 2014-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, APPROVING A DEVELOPER'S CONTRACT WITH MCO1 LAND, LTD, REGARDING THE PLATTING OF PROPERTY TO BE KNOWN AS MBP WEST, LOT 1, BLOCK A, AN ADDITION TO THE CITY OF FARMERS BRANCH; AUTHORIZING ACCEPTANCE OF A WATER LINE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, MCO1 Land, Ltd. ("Developer") owns and desires to plat and develop a 15.156 acre tract of land located in the City of Farmers Branch to be known as MBP West, Lot 1, Block A, an addition to the City of Farmers Branch, Dallas County, Texas ("the Development"); and

WHEREAS, pursuant to the City's Subdivision Ordinance, Developer must execute a Developer's Contract and agree to, among other things, construct and provide certain utilities and other public improvements in association with the platting of Developer's property; and

WHEREAS, City Administration has negotiated a Developer's Contract, which it presents and recommends for approval; and

WHEREAS, the construction of certain utilities to serve the Development requires the dedication of an off-site water line easement;

WHEREAS, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to approve the recommended Developer's Contract;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS THAT:

SECTION 1. The City Manager is authorized to execute, on behalf of the City of Farmers Branch, the Developer's Contract attached hereto as Exhibit "A," for the development of the Property described in said contract.

SECTION 2. The City Manager is hereby authorized to accept the water line easement attached hereto as Exhibit "B" and incorporated herein by reference.

SECTION 3. This resolution shall become effective immediately upon its approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 6TH DAY OF OCTOBER, 2014.

ATTEST:

Angela Kelly, City Secretary

APPROVED:

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:9/24/14:68397)

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Exhibit "A"

After Recording, Return to:
Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

STATE OF TEXAS	§	
	§	DEVELOPER'S CONTRACT
COUNTY OF DALLAS	§	

This Developer's Contract ("**Contract**") is made as of the Effective Date by and among the City of Farmers Branch, a Texas home rule municipality (the "**City**"), and MCO1 Land, Ltd., a Texas limited partnership (the "**Developer**"), acting by and through their duly authorized representatives.

RECITALS:

WHEREAS, the Developer is the owner of that certain real property located in Farmers Branch, Texas and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Land**"); and

WHEREAS, the Developer is developing the Land, proposed to be known as **MBP WEST, Lot 1, Block A**, an addition to the City of Farmers Branch, Dallas County, Texas and being more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "**Plat**"); and

WHEREAS, the Developer and the City desire to set forth their agreement regarding the future installation of a traffic signal at the intersection of Luna Road and Wittington Place, the construction and maintenance of certain trails and landscape areas adjacent to the Property, and the construction of utilities and Public Improvements for the benefit of the Property.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and of the mutual covenants herein contained, and for other valuable and good consideration in hand paid at or before the sealing of these presents, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the City and Developer hereby agree as follows:

Article I
Term

The term of this Contract shall commence on the Effective Date and shall continue until the earliest of: (a) the date the City and Developer have fully satisfied all terms and conditions of this Contract, or (b) the date this Contract is terminated as expressly provided herein.

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Article II
Definitions

2.1 Wherever used in this Contract, the following terms shall have the meanings ascribed to them:

“*Applicable Law*” shall mean all local, state and federal laws, including the City Comprehensive Zoning Ordinance, the City Subdivision Ordinance, all City codes, ordinances, and regulations applicable to this Contract.

“*Certificates of Occupancy*” shall mean a document issued by the City certifying the building's compliance with applicable building codes, Applicable Law, and indicating the building to be in a condition suitable for occupancy.

“*City Engineer*” shall mean the City of Farmers Branch City Engineer, or designee.

“*City Fire Marshal*” shall mean the City of Farmers Branch City Fire Marshal, or designee.

“*City Manager*” shall mean the City of Farmers Branch City Manager, or designee.

“*Commencement of Construction*” shall mean: (i) Construction Documents for Public Improvements are prepared and approved in accordance with Applicable Law; (ii) building permits for Public Improvements are issued in accordance with Applicable Law; and (iii) Grading of the Property for the construction of the Public Improvements has commenced.

“*Completion of Construction*” shall mean: (i) Public Improvements are substantially complete in accordance with Construction Documents; and (ii) City accepts and approves Public Improvements, by written notice and in accordance with Applicable law.

“*Construction Documents*” shall mean the plans and specifications submitted for construction of Public Improvements approved by the City Engineer.

“*Effective Date*” shall mean the last date of execution of this Contract.

“*Final Acceptance*” shall mean the final written notice of acceptance from the City.

“*Force Majeure*” shall mean any contingency or cause beyond the reasonable control of the parties to this Contract, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts of omissions of the parties to this Contract),

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fires, explosions or floods, strikes, slowdowns or work stoppages.

“**Grading**” shall mean the act of altering the ground surface of the Land to a desired grade or contour by cutting, filling, leveling, and/or smoothing.

“**Property**” shall collectively mean the Land and Plat as described and shown on Exhibit “A” and Exhibit “B”.

“**Project**” shall collectively mean the Public Improvements to be constructed by the Developer.

“**Public Improvements**” shall mean the streets, alleys, water and sanitary sewer mains, drainage facilities and appurtenances, pedestrian and bicycle trails and other public infrastructure improvements required to be constructed and/or installed by the Developer in connection with the development of the Property to include, but not be limited to, any and all related excavation, street paving, alley paving, sidewalks, trail improvements within and offsite, landscaping, irrigation system, street lighting, storm drainage facilities, street signs, markings, water lines and appurtenances, fire hydrants and median improvements.

Article III
Developer Obligations

3.1 Withholding and/or Revocation of Certificate of Occupancy. Except as otherwise provided in this Contract or under Applicable Law, the City shall not be obligated to issue Certificates of Occupancy until Completion of Construction. In the event the Developer fails to comply with any material provision of this Contract and such failure is not cured within thirty (30) days upon Developer’s receipt of written notice from the City, the City may revoke the Certificates of Occupancy and/or terminate this Contract.

3.2 Plat. No building permits for the Property shall be issued before the Plat is approved by the City in accordance with Applicable Law.

3.3 Public Improvements. The Public Improvements are to be designed, constructed and installed by the Developer, at no cost to the City, except as otherwise stated below, and in accordance with Applicable Law as follows.

- (a) The Developer shall submit to the City Engineer for review the Construction Documents and obtain approval of the Construction Documents from the City Engineer prior to the issuance of building permits for improvements to the Property.
- (b) The Developer shall dedicate by the Plat or separate instrument approved by the City, the Public Improvements located within and contiguous to the Property. In addition, the Developer shall be responsible, at the Developer’s sole cost, for obtaining the dedication or conveyance to the City, the Public Improvements not

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contiguous or located on the Property, but identified by the City Engineer as necessary to connect any of the elements of the Public Improvements to the existing street, public utilities systems or trails. The Developer shall also be responsible for obtaining temporary and permanent private easements from adjacent property owners (which easements will not be dedicated to the City) necessary for constructing storm water drainage systems required for the Property. The City agrees to cooperate with Developer, as reasonably requested by Developer from time to time, in connection with such easements, but shall be under no obligations to incur any expense in providing such cooperation or to exercise its power of eminent domain.

- (c) All Public Improvements must be completed in accordance with the Construction Documents approved by the City Engineer prior to the issuance of the Certificates of Occupancy. The City shall be under no obligation to issue the Certificates of Occupancy for any improvement, building or structure within the Property until the Public Improvements have been completed and accepted by the City.
- (d) All public utilities (water, sanitary sewer, gas, electric, telephone cable, and telecommunication cables) installed or relocated on the Property pursuant to this Contract shall be placed underground, except for equipment and appurtenances which must be located above-ground as approved by the City Engineer and in accordance with Applicable Law.
- (e) Upon the City's Final Acceptance of the Public Improvements, the City shall be responsible for all costs and expenses for the operation and maintenance of all water and sanitary sewer mains and appurtenances, fire hydrants, sidewalks, street signs and markings located within easements (other than fire lane easement) on the Property. The foregoing maintenance obligations shall survive the termination of this Contract.
- (f) The Developer shall be responsible for the maintenance of all private underground storm sewer systems within the boundaries of the Property and responsible for general surface maintenance of all drainage easements and utility easements located within the Property including, but not limited to, mowing, installation and maintenance of landscape, irrigation, upkeep of pavement and clearing obstructions to drainage channels, culverts, and other drainage facilities and appurtenances. Unless otherwise agreed in writing by the City, the Developer shall maintain at its sole cost and expense any landscaping behind the curb and in landscaped medians of all streets and alleys within the Property or in public trail easements or street rights-of-way contiguous or adjacent to the Property, in the absence of curbs, outside of the paved areas of street and alleys notwithstanding the location of landscaped areas being within the dedicated right-of-way or easement. The foregoing maintenance obligations shall survive the termination of this Contract.

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3.4 Fire Lanes. The Developer must provide fire lane access at locations required by the City Engineer and the City Fire Marshal. The Developer shall be responsible for the cost of construction and maintenance of all fire lanes within the Property, including, but not limited to, maintaining all required fire lane signs and markings. The foregoing maintenance obligations shall survive the termination of this Contract.

3.5 Traffic Signal. Prior to the issuance of the first building permit by the City for construction of any structures on the Property, the Developer agrees to pay the City \$20,000.00 (the "**Traffic Signal Funds**") to be held by the City and applied to the cost of the design and construction of a traffic signal at the intersection of Luna Road and Wittington Place ("the **Traffic Signal**"). After the Developer pays the Traffic Signal Fee to the City, the Developer shall have no further obligation with respect to the Traffic Signal pursuant to this Contract as it relates to the development of the Property. If the City fails to construct the Traffic Signal by the tenth (10th) anniversary of the Effective Date, the Traffic Signal Funds shall be returned to Developer without interest. If the actual cost for design and construction of the Traffic Signal is less than \$200,000, the City agrees to refund to the Developer an amount equal to (a) \$20,000 less (b) an amount equal to 10% of the actual and final cost of design and construction of the Traffic. Any refund of the Traffic Signal Funds shall be personal to the Developer and shall not be made to the Developer's successor in title to the Property unless otherwise directed in writing by the Developer. In the event the Developer is not an existing legal entity at the time a refund, if any, is owed to the Developer pursuant to this Section 3.5, or if the Developer has transferred its assets to another person or entity and has failed to notify the City of the assignment of the Developer's rights to the refund pursuant to this Contract, the City shall be authorized to retain the balance of the Traffic Signal Funds with no further obligation for payment of any refund. The Developer represents, warrants, and agrees that the construction of the Traffic Signal will be a benefit to the use and development of the Property at such time as construction of the Traffic Signal is warranted.

3.6 Hike and Bike Trail. The Developer shall also design and construct at no cost to the City a ten foot (10.0') wide bike and pedestrian trail (the "**Trail**") within the twelve foot (12.0') wide trail easement contiguous to the west side of the Property as shown on Exhibit "C", hereto. The Developer shall be solely responsible for the repair and maintenance of the Trail, which shall at all times be maintained in a reasonably safe and usable condition. Construction of the Trail shall be completed prior to the City's issuance of the Certificate of Occupancy for the first building constructed on the Property.

3.7 Maintenance Bonds. Prior to the acceptance of the Public Improvements or any portion thereof, the Developer shall cause to be issued in favor of the City, a maintenance bond in an amount equal to 110% of the estimated annual repair and replacement costs for the Public Improvements, as reasonably determined by the City Engineer guaranteeing the payment of all costs related to the repair or replacement of the Public Improvements constructed on the Property. The Maintenance Bond will have an effective term of one (1) year from the date of Final Acceptance of the Public Improvements by the City. The Developer may assign to the City any maintenance bond(s) originally purchased by the Developer's contractor(s) in favor of the Developer provided that at the time of assignment such maintenance bond(s) otherwise

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comply with the provisions of this Section 3.7, and as long as the remaining term of such bond remains in effect for at least one (1) year from the date of Final Acceptance by the City of the Public Improvements to which such assigned bond relates. The City shall not be responsible for the payment of any costs related to the assignment of any maintenance bonds to the City, including but not limited to, any additional premium which the surety on such assigned bond requires to be paid.

3.8 Open Space Maintenance. The Developer agrees to mow and maintain or cause to be mowed and maintained at all times in accordance with applicable ordinances all open space areas within the Property and the adjacent property located within Block D, Westside Addition Section 1, an Addition to the City of Farmers Branch, according to the Plat recorded as Instrument No. 200600172708, Official Public Records, Dallas County, Texas, but only to the extent of the Developer's ownership of the Property and any adjacent land within said Block D. It is the intent of the City that the Developer maintain all open space as close to the edge of the Valwood Improvement Authority lake located within said Block D as possible subject to the Developer owning and/or having the legal right to access such area.

Article IV
Indemnification

THE DEVELOPER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND THIRD PARTY REPRESENTATIVES FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION OF ANY KIND WHATSOEVER, STATUTORY OR OTHERWISE, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, LAWSUITS AND JUDGMENTS, INCLUDING COURT COST, EXPENSES AND ATTORNEY'S FEES, AND ALL OTHER EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OF THIS CONTRACT BY THE DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONTRACTORS, OR ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONTRACTORS. THIS ARTICLE IV SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

Article V
Liability for Plan Approval

5.1 Approval of Construction Documents. No approval of designs, plans, and specifications by the City shall be construed as representing or implying that improvements built in accordance therewith shall be free of defects, and any such approvals shall in no event be construed as representing or guaranteeing any improvements built in accordance therewith will be designed or built in a good and workmanlike manner. Neither the City nor its elected officials, officers, employees, contractors, and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, any loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, any loss or damage arising from the noncompliance of such plans or

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specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

5.2 Indemnity Against Design Defects. Approval by the City Engineer or other City employee, officer, or consultant of any plans, designs or specifications submitted by the Developer under this Contract shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineers, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the Developer's consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, officer or consultant signifies the City approval of only the general design concept of the improvements to be constructed. IN THIS CONNECTION, THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, AFTER THE WRITTEN APPROVAL AND ACCEPTANCE OF THE PUBLIC IMPROVEMENTS BY THE CITY FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE ENGINEER DESIGNS AND SPECIFICATIONS TO THE EXTENT PREPARED OR CAUSED TO BE PREPARED BY DEVELOPER AND INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, AND THE DEVELOPER SHALL DEFEND AT THE DEVELOPER'S OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR ANY OF THEM, ON ACCOUNT THEREOF, TO PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM, COLLECTIVELY OR INDIVIDUALLY, PERSONALLY OR IN THEIR OFFICIAL CAPACITY, IN CONNECTION HEREWITH.

Article VI
Termination

This Contract may be terminated by mutual agreement by the parties and recorded in the Official Public Records of Dallas County, Texas. Either party may also terminate this Contract if the other party breaches any of the terms and conditions of this Contract, and such breach is not reasonably cured by such party within sixty (60) days after receipt of notice thereof.

Article VII
Miscellaneous

7.1 Release. Upon the full and final satisfaction by the City and the Developer of their respective obligations contained in Article III of this Contract, the City Manager and the Developer shall execute and record in the Official Public Records of Dallas County a release of the City and the Developer from their obligations set forth herein save and except any perpetual maintenance obligations of the City and Developer and its successors and assigns which survive the termination of this Contract.

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7.2 Notice. All notices required by this Contract shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by: (i) courier with signed receipt of delivery; (ii) overnight mail by UPS or Federal Express or other reputable overnight delivery service; (iii), certified mail, postage prepaid; and (iv) by hand delivery with signed receipt of delivery.

If intended for Developer, to:

MCO1 Land, Ltd.
c/o Billingsley
One Arts Plaza,
1722 Routh Street, Suite 1313
Dallas, Texas 75201
Attention: Legal Department

If intended for City, to:

Gary D. Greer, City Manager
City of Farmers Branch, Texas
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

With copy to City Engineer:

City Engineer
City of Farmers Branch, Texas
13000 William Dodson Parkway
Farmers Branch, Texas 75234

7.3 Project Construction Documents. Except as otherwise provided, the Construction Documents for all Public Improvements shall be submitted to the City Engineer for review and approval prior to Commencement of Construction. The Construction Documents shall become the property of the City as a condition for acceptance of the Public Improvements.

7.4 Successors and Assigns. All obligations and covenants of the Developer under this Contract shall be binding on the Developer, its successors and permitted assigns. The Developer may not assign this Contract without the prior written consent of the City Manager, not to be unreasonably withheld.

7.5 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Contract shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

7.6 Governing Law. The validity of this Contract and any of its terms and provisions,

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as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and exclusive venue for any action concerning this Contract shall be in State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

7.7 Entire Contract. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to the matters in this Contract, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

7.8 Recordation of Contract. A copy of this Contract shall be recorded in the Official Public Records of Dallas County, Texas.

7.9 Covenants Run With Property. The provisions of this Contract are hereby declared covenants running with the Property and are fully binding on the Developer and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such entity and or individual's ownership) and shall be binding on all heirs, successors and assigns of the Developer which acquire any right, title, or interest in or to the Property, or any part thereof. Any entity or individual which acquires any right, title, or interest in or to the Property, or any part hereof, covenants to abide by and fully perform the provisions of this Contract with respect to the right, title or interest in the Property.

7.10 Recitals. The recitals to this Contract are incorporated herein.

7.11 Exhibits. All exhibits to this Contract are incorporated herein.

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

7.13 Compliance with Laws. Developer shall fully comply with the Applicable Law.

7.14. Construction Specifications. The Public Improvements shall be designed and constructed in compliance with the Applicable Law.

7.15 Further Acts. The City and the Developer agree to execute such additional documents as may be reasonably requested by either party in order to implement the transactions reflected by this Contract.

(Signatures on Following Page)

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Exhibit "A"

SIGNED AND AGREED this _____ day of _____, 2014.

City of Farmers Branch, Texas

By: _____
Gary D. Greer, City Manager

ATTEST

By: _____
Angela Kelly, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

SIGNED AND AGREED this 24th day of September, 2014.

MCO1 LAND, LTD., a Texas limited partnership

By: ARI Land GP, LLC,
a Texas limited liability company,
its general partner

By: 

Kimberly H. Meyer, Manager

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City Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2014, by Gary D. Greer, City Manager, City of Farmers Branch, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires: _____

Developer Acknowledgments

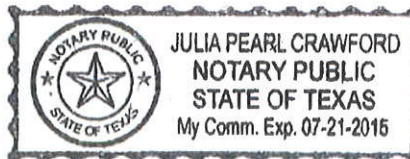
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24th day of September, 2014, by Kimberly H. Meyer, the Manager of ARI Land GP, LLC, a Texas limited liability company, the general partner of MCO1 LAND, LTD., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Julia Pearl Crawford

Notary Public, State of Texas

My Commission Expires: _____



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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

A 15.156 acres tract or parcel of land situated in the Francis Miller Survey, Abstract No. 926, in the City of Farmers Branch, Dallas County, Texas, and being part of Block D of the WESTSIDE ADDITION SECTION 1, an addition to the City of Farmers Branch, recorded in Instrument No. 200600172708, in the Plat Records of Dallas County, Texas, also being part of the called 106.4 acres tract described in the deed to MERCER CROSSING LAND, LTD. recorded in Instrument No. 201400014671 in the Deed Records of Dallas County, Texas (DRDCT), and being part of the called 15.657 acres tract described in the Correction Special Warranty Deed to MCO1 LAND, LTD. recorded in Instrument No. 201400164233 in the DRDCT, and being more particularly described as follows:

COMMENCING at a found 5/8 inch iron rod with Baseline Corp cap on the north side of said Block D, same being the south right-of-way line of Wittington Place (a 110' right-of-way), said iron rod being the most westerly northwest corner of said 106.4 acres tract,

THENCE North 88° 42' 26" East 197.08 feet along the north line of said Block D and the south line of said Wittington Place to a found 5/8 inch iron rod with Baseline Corp cap at the northwest corner of said MCO1 LAND, LTD. tract for the POINT OF BEGINNING;

THENCE North 88° 42' 26" East 991.36 feet along the north line of said Block D and the south line of said Wittington Place to a found 5/8 inch iron rod with Baseline Corp cap;

THENCE South 01°19'05" East 29.70 feet to a found 5/8 inch iron rod with Baseline Corp cap;

THENCE South 36°29'16" East 180.36 feet to a found 5/8 inch iron rod with Baseline Corp cap;

THENCE Southerly an arc distance of 42.90 feet along a tangent curve to the right having a radius of 28.00 feet, a central angle of 87°47'28", and the chord bears South 07°24'28" West 38.83 feet to a found 5/8 inch iron rod with Baseline Corp cap;

THENCE South 53°25'59" West 15.08 feet (not tangent to the previous curve) to a found 5/8 inch iron rod with Baseline Corp cap;

THENCE South 36°29'16" East 216.50 feet to a found 5/8 inch iron rod with Baseline Corp cap;

THENCE South 53°30'44" West 548.54 feet to a found 5/8 inch iron rod with Baseline Corp cap;

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THENCE Northwesterly an arc distance of 199.77 feet along a nontangent curve to the left having a radius of 2477.50 feet, a central angle of $04^{\circ}37'12''$, and the chord bears North $39^{\circ}08'00''$ West 199.71 feet to a found 5/8 inch iron rod with Baseline Corp cap;

THENCE South $53^{\circ}30'44''$ West 164.86 feet (not tangent to the previous curve) to a found 5/8 inch iron rod with Baseline Corp cap;

THENCE North $36^{\circ}29'16''$ West 27.00 feet to a found 5/8 inch iron rod with Baseline Corp cap;

THENCE South $53^{\circ}30'44''$ West 195.37 feet to a found 5/8 inch iron rod with Baseline Corp cap;

THENCE Northerly an arc distance of 782.88 feet along a nontangent curve to the right having a radius of 844.77 feet, a central angle of $53^{\circ}05'53''$, and the chord bears North $26^{\circ}34'49''$ West 755.16 feet to a found 5/8 inch iron rod with Baseline Corp cap;

THENCE North $00^{\circ}01'53''$ West 62.32 feet (tangent to the previous curve) to the Point of Beginning and Containing 660,209 square feet or 15.156 acres of land more or less.

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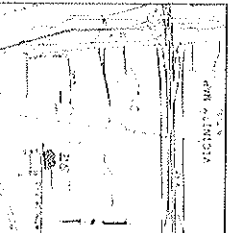
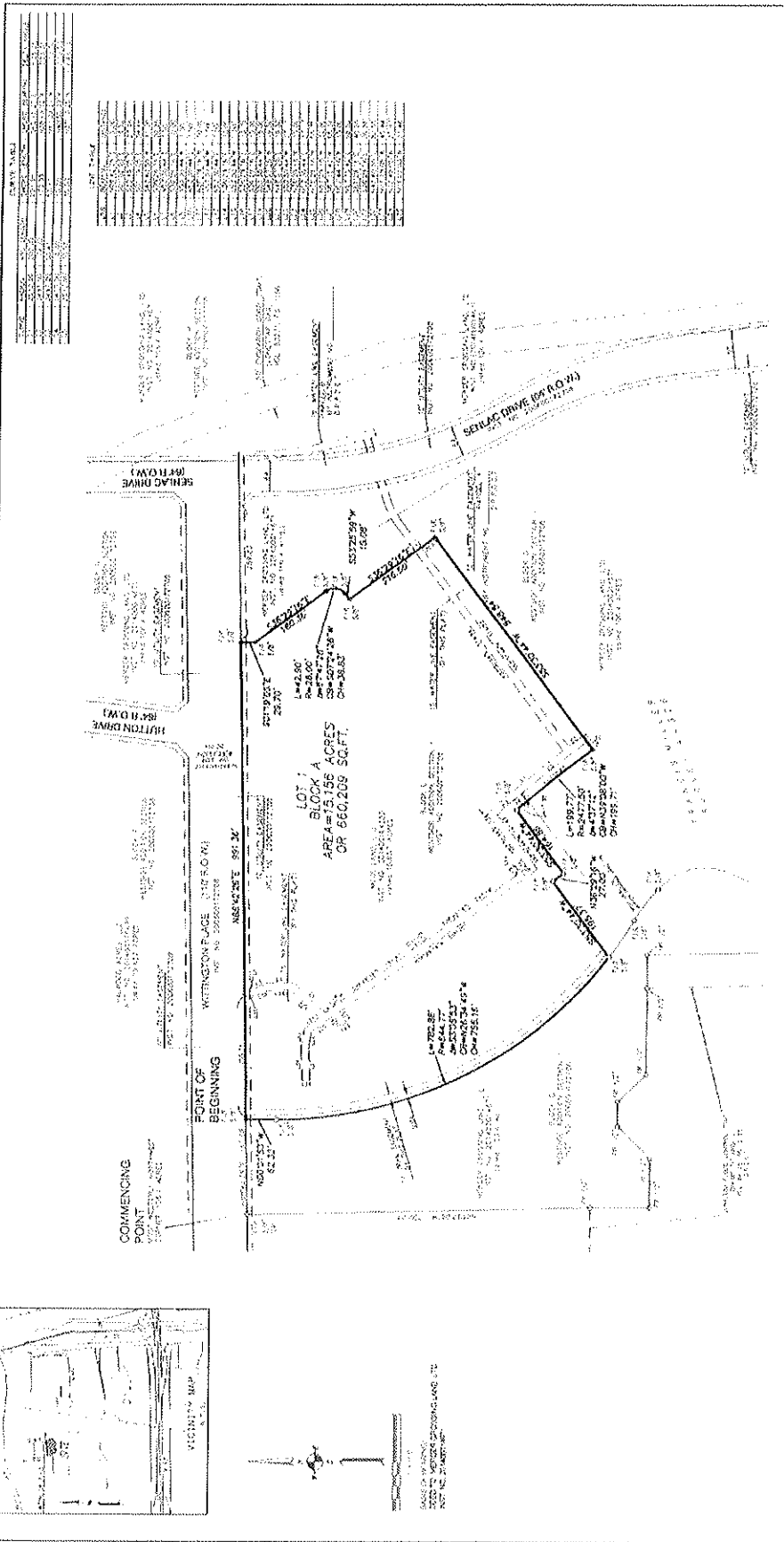
EXHIBIT "B"

PROPOSED FINAL PLAT OF MBP WEST, LOT 1, BLOCK A

[ATTACHED HERETO]

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Exhibit "A"



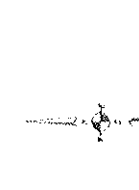
DATE	DESCRIPTION	BY	FOR
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DATE	DESCRIPTION	BY	FOR
10/21/14	REVISION
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FINAL PLAT
MBP WEST
LOT 1, BLOCK A
 15.186 ACRES OR 660,209 SQUARE FEET
 BEING A REPLATION
 PART OF BLOCK D OF WESTSIDE ADDITION SECTION 1
 RECORDED NO. 2066007266
 AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS
 PREPARED BY THE PRINCIPAL SURVEYOR, ABSTRACTING 708

Billings
 Surveying & Mapping, Inc.
 10000 Ross Street, Suite 100
 Dallas, Texas 75248
 Phone: (972) 412-1100
 Fax: (972) 412-1101
 www.billingsurvey.com
 Surveyor's License No. 12885
 Registered Professional Engineer No. 11385

BASELINE
 Dallas, Texas 75248
 Phone: (972) 412-1100
 Fax: (972) 412-1101
 www.baseline-survey.com
 Surveyor's License No. 12885
 Registered Professional Engineer No. 11385



SCALE OF METERS:
 1:25000 GRAPHIC SCALE
 1" = 200 FT. GRAPHIC SCALE

Notes: This plat was prepared by a surveyor licensed under Chapter 191, Subchapter A, Code of Criminal Justice, Title 19, Texas Government Code. The surveyor is not responsible for the accuracy of the data used in this survey. The surveyor is not responsible for the accuracy of the data used in this survey. The surveyor is not responsible for the accuracy of the data used in this survey.

Resolution No. 2014-077
Exhibit "A"

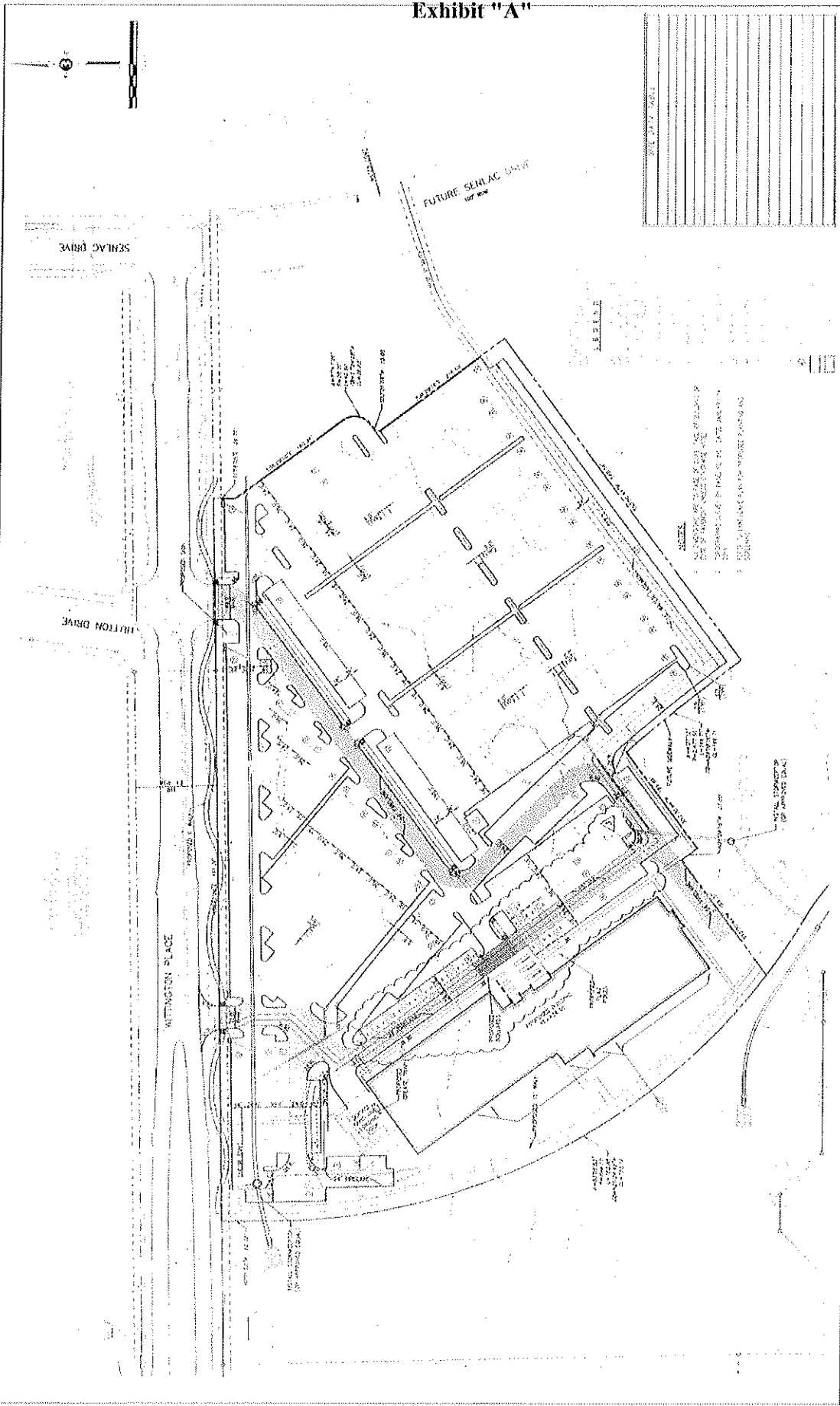
EXHIBIT "C"

TRAIL EASEMENT

[ATTACHED HERETO]

Resolution No. 2014-077

Exhibit "A"



<p>DATE: 07/17/2014</p> <p>SCALE: AS SHOWN</p>	<p>PRITCHARD ASSOCIATES 2111 W. WILSON ROAD DALLAS, TX 75244 P: 214 800 3333 www.pritchardassociates.com</p>	<p>Binkley & Barfield C&P consulting engineers</p>	<p>CLIENT: MONTIPONCS 2111 W. WILSON ROAD DALLAS, TX 75244 P: 214 800 3333 www.pritchardassociates.com</p> <p>PROJECT: SITE PLAN FOR MONTIPONCS 2111 W. WILSON ROAD DALLAS, TX 75244 P: 214 800 3333 www.pritchardassociates.com</p> <p>DATE: 07/17/2014</p> <p>SCALE: AS SHOWN</p>
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Resolution No. 2014-077

Exhibit "B"

After Recording, Return to:
Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201

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

WATER LINE EASEMENT

STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF DALLAS §

That ("**Grantors**"), **MERCER CROSSING LAND, LTD.**, a Texas limited partnership, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the **CITY OF FARMERS BRANCH, TEXAS**, ("**Grantee**"), a Texas home rule municipality, whose mailing address is 13000 William Dodson Parkway, Farmers Branch, Dallas County, Texas 75234, the receipt and sufficiency of which is hereby acknowledged, has **DEDICATED, GRANTED, SOLD AND CONVEYED**, and by these presents does **DEDICATE, GRANT, SELL AND CONVEY** unto Grantee, water line easement over, along, across and under the property located in Dallas County, Texas, and being more particularly described on Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference, including the right of ingress, egress, and regress therein, to erect, construct, reconstruct, install, replace, repair, operate, use, inspect, modify, remove and maintain certain water lines and appurtenances, together with all lines, pipes, conduits and other facilities, equipment, improvements, hydrants, and appurtenances used in connection with said water lines as deemed necessary thereto by said Grantee, over, along, across, under, into and through the Property.

TO HAVE AND TO HOLD the above described property for Grantee's purposes as deemed necessary by the Grantee, with the right of ingress, egress, and regress therein, together with all and singular the usual rights thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever, and Grantors do hereby bind themselves, their heirs, successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Resolution No. 2014-077

Exhibit "B"

SIGNED this 11th day of August, 2014.

GRANTOR:

MERCER CROSSING LAND, LTD.

a Texas limited partnership

By: ARI Land GP, LLC,
a Texas limited liability company,
Its general partner

By: [Signature]
Kimberly H. Meyer,
Manager

GRANTOR'S ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me, the undersigned authority, on the 11th day of August, 2014, by Kimberly H. Meyer, Manager for ARI Land GP, LLC, a Texas limited liability company, as general partner of MERCER CROSSING LAND, LTD., a Texas limited partnership, for and on behalf of said limited liability company and limited partnership.

[Signature]

Notary Public, State of Texas

My Commission expires: _____

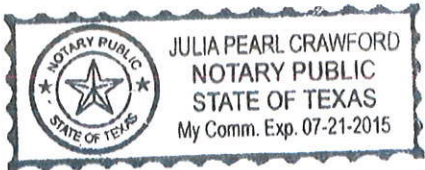


EXHIBIT "A"
15' WATER LINE EASEMENT
MERCER CROSSING LAND, LTD.
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS

PARCEL A

A tract or parcel of land situated in the Francis Miller Survey, Abstract No. 926, in the City of Farmers Branch, Dallas County, Texas, and being part of the called 106.4 acres tract described in the deed to MERCER CROSSING LAND, LTD. recorded in Instrument No. 201400014671 in the Deed Records of Dallas County, Texas (DRDCT), and being part of BLOCK D, WESTSIDE ADDITION SECTION 1, an addition to the City of Farmers Branch recorded in Instrument No. 200600172708 in the Plat Records of Dallas County, Texas (PRDCT), and being more particularly described by metes and bounds as follows:

COMMENCING at the found 5/8 inch iron rod at the most easterly southeast corner of the called 16.319 acres tract described in the deed to MCO1 LAND, LTD. recorded in Document No. 201400066041 in the DRDCT;

THENCE North 36°29'16" West 35.50 feet along the east side of said MCO1LAND, LTD. tract to a set 5/8 inch iron rod with Baseline Corp cap for the **POINT OF BEGINNING**;

THENCE North 36°29'16" West 15.00 feet to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE North 53°30'44" East 60.42 feet to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE Easterly an arc distance of 65.98 feet along a tangent curve to the right having a radius of 207.50 feet, a central angle of 18°13'10", and the chord bears North 62°37'18" East 65.70 feet to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE North 71°43'53" East 40.54 feet to a set 5/8 inch iron rod with Baseline Corp cap on the west right-of-way line of Senlac Drive (64' wide right-of-way) as dedicated in said WESTSIDE ADDITION, SECTION 1;

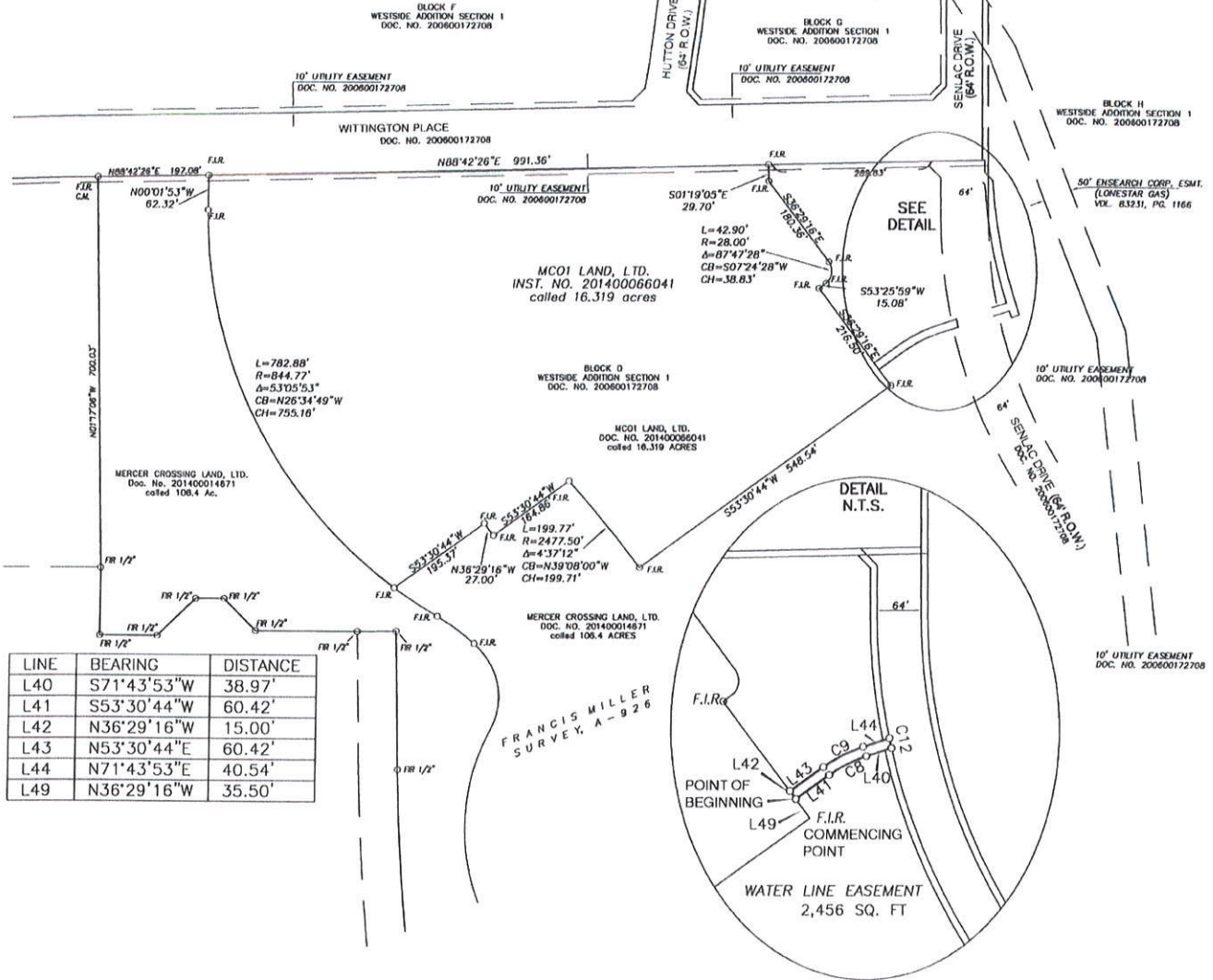
THENCE Southerly an arc distance of 15.08 feet along the west line of Senlac Drive and along a nontangent curve to the left having a radius of 932.00 feet, a central angle of 00°55'38", and the chord bears South 12°17'30" East 15.08 feet to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE South 71°43'53" West 38.97 feet not tangent to the previous curve and departing the west line of Senlac Drive to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE Southerly an arc distance of 61.21 feet along a tangent curve to the left having a radius of 192.50 feet, a central angle of 18°13'10", and the chord bears South 62°37'18" West 60.95 feet to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE South 53°30'44" West 60.42 feet tangent to the previous curve to the Point of Beginning and Containing 2,456 square feet of land more or less.

Resolution No. 2014 077
EXHIBIT "A"
15' WATER LINE EASEMENT
PARCEL A
MERCER CROSSING LAND, LTD.
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C8	192.50'	61.21'	60.95'	S62°37'18"W	18°13'10"
C9	207.50'	65.98'	65.70'	N62°37'18"E	18°13'10"
C12	932.00'	15.08'	15.08'	S12°17'30"E	0°55'38"

ALL CORNERS ARE SET 5/8 INCH IRON RODS WITH BASELINE CORP. CAP UNLESS OTHERWISE NOTED.



Scale: 1" = 300'

BASIS OF BEARING:
 DEED TO: MERCER CROSSING LAND, LTD.
 DOC. NO. 201400014671



1801 Gateway Blvd.
 Suite 103
 Richardson, Texas 75080

972.535.6325
 972.535.6326
 www.baselinesurveyors.net
 TBPLS Firm No. 10193933

Page:	2 of 2	Date:	August 18, 2014
Job No.:	B13X524	Dwg. File:	Util Esmt Parcel A

EXHIBIT "B"
15' WATER LINE EASEMENT
MERCER CROSSING LAND, LTD.
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS

PARCEL B

A tract or parcel of land situated in the Francis Miller Survey, Abstract No. 926, in the City of Farmers Branch, Dallas County, Texas, and being part of the called 106.4 acres tract described in the deed to MERCER CROSSING LAND, LTD. recorded in Instrument No. 201400014671 in the Deed Records of Dallas County, Texas (DRDCT), and being part of BLOCK H, WESTSIDE ADDITION SECTION 1, an addition to the City of Farmers Branch recorded in Instrument No. 200600172708 in the Plat Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a set 5/8 inch iron rod with Baseline Corp cap at the intersection of the east right-of-way line of Senlac Drive (64' wide right-of-way) and the extended south right-of-way line of Wittington Place (110' wide right-of-way), both street right-of-way dedicated in said WESTSIDE ADDITION, SECTION 1;

THENCE North 88°42'26" East 4.22 feet to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE South 00°23'21" East 22.51 feet to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE South 45°23'21" East 20.75 feet to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE Southerly an arc distance of 246.29 feet along a nontangent curve to the left having a radius of 850.00 feet, a central angle of 16°36'06", and the chord bears South 11°18'29" East 245.43 feet to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE South 70°23'28" West 15.00 feet not tangent to the previous curve to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE North 19°11'14" West 12.73 feet to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE South 71°43'53" West 29.50 feet to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE Northerly an arc distance of 15.09 feet along the said east line of Senlac and along a nontangent curve to the right having a radius of 868.00 feet, a central angle of 00°59'47", and the chord bears North 11°50'57" West 15.09 feet to a set 5/8 inch iron rod with Baseline Corp cap;

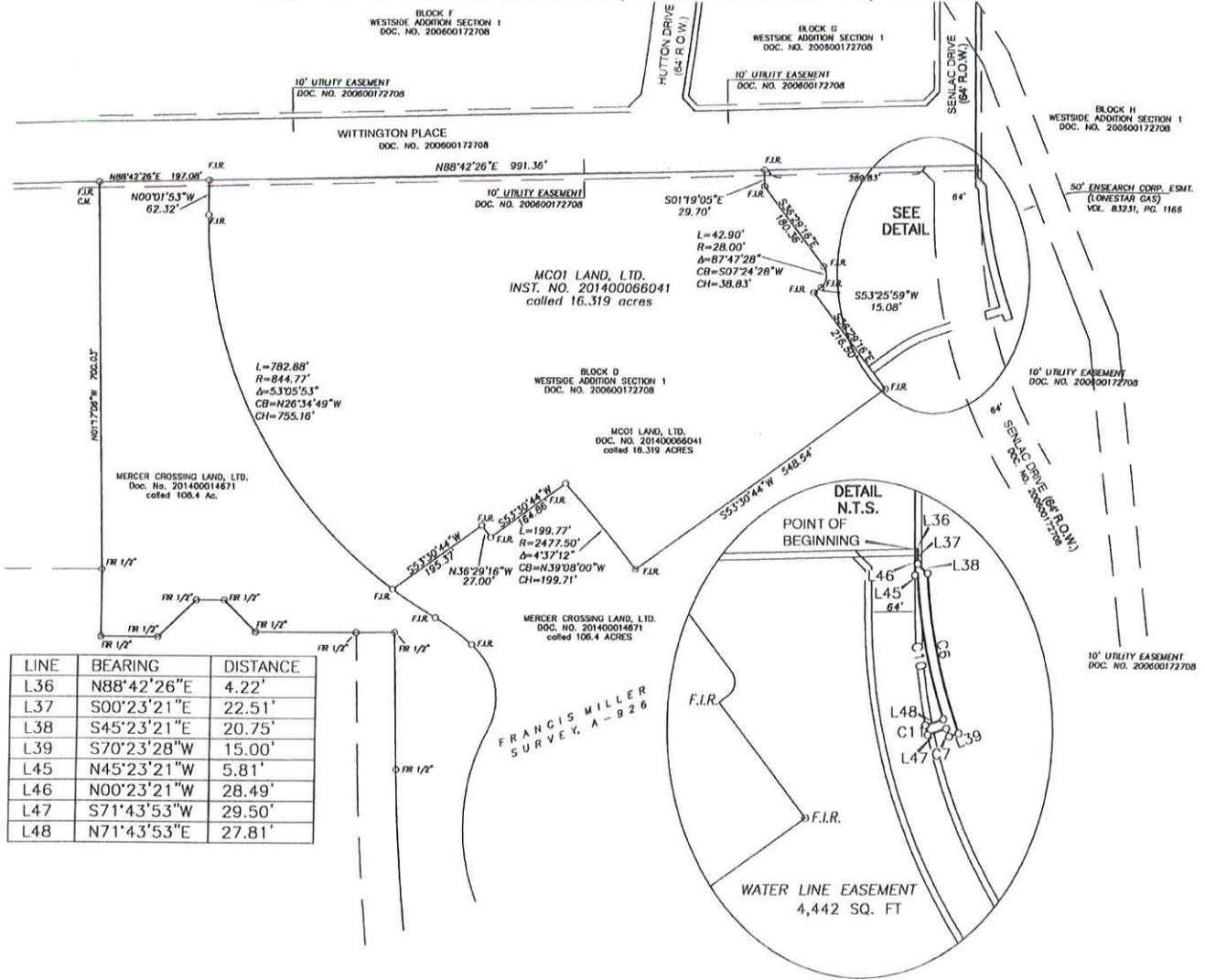
THENCE North 71°43'53" East 27.81 feet to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE Northerly an arc distance of 217.06 feet along a nontangent curve to the right having a radius of 865.00 feet, a central angle of 14°22'40", and the chord bears North 10°34'58" West 216.50 feet to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE North 45°23'21" West 5.81 feet to a set 5/8 inch iron rod with Baseline Corp cap;

THENCE North 00°30'08" West 39.52 feet along said east line of Senlac Drive to the Point of Beginning and Containing 4,442 square feet of land more or less.;

Resolution No. 2014-077
EXHIBIT "B"
15' WATER LINE EASEMENT
PARCEL B
MERCER CROSSING LAND, LTD.
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C6	850.00'	246.29'	245.43'	S11°18'29"E	16°36'06"
C7	865.00'	12.73'	12.73'	N19°11'14"W	0°50'37"
C10	865.00'	217.06'	216.50'	N10°34'58"W	14°22'40"
C11	868.00'	15.09'	15.09'	N11°50'57"W	0°59'47"

ALL CORNERS ARE SET 5/8 INCH IRON RODS WITH BASELINE CORP. CAP UNLESS OTHERWISE NOTED.



Scale: 1" = 300'

BASIS OF BEARING:
 DEED TO: MERCER CROSSING LAND, LTD.
 DOC. NO. 201400014671

Thomas C. Holland
 STATE OF TEXAS
 REGISTERED PROFESSIONAL SURVEYOR
 THOMAS C. HOLLAND
 2036
 PROFESSIONAL SURVEYOR



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