



RESOLUTION NO. 2019-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, APPROVING A DETAILED SITE PLAN, INCLUSIVE OF LANDSCAPE PLAN AND BUILDING ELEVATIONS, FOR A 26.63± ACRE TRACT OUT OF THE NOAH GOOD SURVEY, ABSTRACT NO. 521, THE JOHN L. PULLIAM SURVEY, ABSTRACT NO. 1156, AND THE R.J. WEST SURVEY, ABSTRACT NO. 1577, DALLAS COUNTY, TEXAS, DESCRIBED IN EXHIBIT “A” HERETO, LOCATED IN PLANNED DEVELOPMENT NO. 97 (PD-97); PROVIDING FOR SPECIAL EXCEPTIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, an application has been made for approval of detailed site plan for a 26.63± acre tract out of the Noah Good Survey, Abstract No. 521, the John L. Pulliam Survey, Abstract No. 1156, and the R.J. West Survey, Abstract No. 1577, Dallas County, Texas, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (“the Property”), which is located in Planned Development No. 97 (PD-97); and

WHEREAS, having received the recommendation of the Planning and Zoning Commission that the detailed site plan and associated drawings, including, but not limited to, landscape plan, and building elevations, and subject to certain special exceptions, should be approved as requested, the City Council of the City of Farmers Branch, in the exercise of the legislative discretion, has concluded that the requested site plan for the Property should be approved;

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

SECTION 1. The Property shall be developed substantially in accordance with the following exhibits, all of which are attached hereto and incorporated herein by reference:

- A. Detailed Site Plan as shown in Exhibit “B;”
- B. Landscape Plan as shown in Exhibit “C;” and
- C. Elevations as shown in Exhibit “D.”

SECTION 2. The Property may be developed in accordance with the following special exceptions:

- A. Notwithstanding Section 2.D(1) of the PD-97 development and use regulations set forth in Ordinance No. 3230, as amended by Ordinance No. 3560 (collectively, the “PD-97 Ordinance”), the Property may be developed with no more than ninety-two (92) off-street parking spaces between the building shown on the Detailed Site Plan and Morgan Parkway as shown on the Detailed Site Plan;

- B. Notwithstanding Section 2.C.(2)(b) of the PD-97 Ordinance, construction of a landscaped berm along Morgan Parkway shall not be required so long as all landscaping as set forth on the Landscape Plan is installed and maintained along Morgan Parkway substantially as shown on the Landscape Plan; and

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 12TH DAY OF AUGUST 2019.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Robert C. Dye, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:8/1/19:109812)

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Exhibit "A" – Description of Property

BEING a 26.63 acre tract of land situated in the Noah Good Survey, Abstract No. 521, the John L. Pulliam Survey, Abstract No. 1156, and the R.J. West Survey, Abstract No. 1577, Dallas County, Texas, and being a part of Block A of Westside Addition Section 2, an addition to the City of Farmers Branch, Dallas County, Texas as recorded in County Clerk's Instrument No. 200600172709, Official Public Records Dallas County, Texas (O.P.R.D.C.T.), and being that tract of land described as Tract 2 in Special Warranty Deed to Mercer Crossing Industrial Land, Ltd., as recorded in County Clerk's Instrument No. 201400014873, O.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at the southwest corner of said Block A, same being the southwest corner of said Mercer Crossing Industrial Land, Ltd., Tract 2, and being at the intersection of the east line of a 26.6216 acre tract of land described as Tract 2 in deed to the City of Dallas, as recorded in Volume 86057, Page 342, Deed Records of Dallas County, Texas, with the north line of Morgan Parkway (formerly known as Mercer Parkway), (a 100-foot wide right-of-way dedicated by said Westside Addition Section 2);

THENCE along the west line of Block A the following bearings and distances:

North 08 degrees 50 minutes 09 seconds East, a distance of 521.90 feet to a point for corner;

North 79 degrees 46 minutes 44 seconds West, a distance of 35.01 feet to a point for corner;

North 08 degrees 50 minutes 09 seconds East, a distance of 300.69 feet to a point for the northwest corner of said Block A, said point also being the southwest corner of Lot 1 of the Stanley Black & Decker Addition, Lots 1 and 2, Block 1, an addition to the City of Farmers Branch, Dallas County, Texas, as recorded in County Clerk's Instrument No. 201100237430, O.P.R.D.C.T.;

THENCE departing said west line of Block A and along the common north line of Block A and south line of said Stanley Black & Decker Addition the following bearings and distances:

South 82 degrees 54 minutes 18 seconds East, a distance of 18.19 feet to a point for corner;

South 59 degrees 19 minutes 55 seconds East, a distance of 96.43 feet to a point for corner;

South 45 degrees 03 minutes 10 seconds East, a distance of 107.01 feet to a point for corner;

North 48 degrees 04 minutes 37 seconds East, a distance of 134.59 feet to a point for corner;

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North 70 degrees 20 minutes 53 seconds East, a distance of 99.68 feet to a point for corner;

North 80 degrees 08 minutes 17 seconds East, a distance of 105.72 feet to a point for corner;

North 82 degrees 56 minutes 13 seconds East, a distance of 63.13 feet to a point for corner;

North 85 degrees 38 minutes 13 seconds East, a distance of 79.41 feet to a point for corner;

South 89 degrees 25 minutes 11 seconds East, a distance of 473.50 feet to re-entrant corner of said Block A and the southeast corner of said Stanley Black & Decker Addition;

THENCE North 00 degrees 26 minutes 11 second West, along a west line of said Block A and east line of said Stanley Black & Decker Addition, a distance of 20.14 feet to the southwest corner of Lot 2 of Corporate Center 35, Lots 1 and 2, Block A, an addition to the City of Farmers Branch, Dallas County, Texas, as recorded in County Clerk's Instrument No. 201500182389, O.P.R.D.C.T.;

THENCE North 82 degrees 22 minutes 53 second East, departing said east and west lines, and along the south line of said Corporate Center 35 addition, a distance of 365.77 feet to a point for corner;

THENCE South 11 degrees 08 minutes 29 second East, departing said south line of Corporate Center 35 addition, and over and across said Block A, a distance of 623.40 feet to a point for corner on the aforementioned north right-of-way line of Morgan Parkway;

THENCE along said north right-of-way line of Morgan Parkway (formerly known as Mercer Parkway) the following bearings and distances:

South 73 degrees 58 minutes 52 seconds West, a distance of 698.97 feet to the beginning of a tangent curve to the right with a radius of 2,950.00 feet and whose chord bears South 77 degrees 13 minutes 27 seconds West, a distance of 333.77 feet;

Westerly along said curve, through a central angle of 06 degrees 29 minutes 10 seconds, an arc distance of 333.95 feet to the point of tangency;

South 80 degrees 28 minutes 02 seconds West, a distance of 23.14 feet to the beginning of a tangent curve to the right with a radius of 20.00 feet and whose chord bears North 84 degrees 35 minutes 06 seconds West, a distance of 10.32 feet;

Westerly along said curve, through a central angle of 29 degrees 53 minutes 44 seconds, an arc distance of 10.44 feet to the point of reverse curvature of a curve to the left with a

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Exhibit "A" – Description of Property

radius of 60.00 feet and whose chord bears South 78 degrees 05 minutes 13 seconds West, a distance of 64.08 feet;

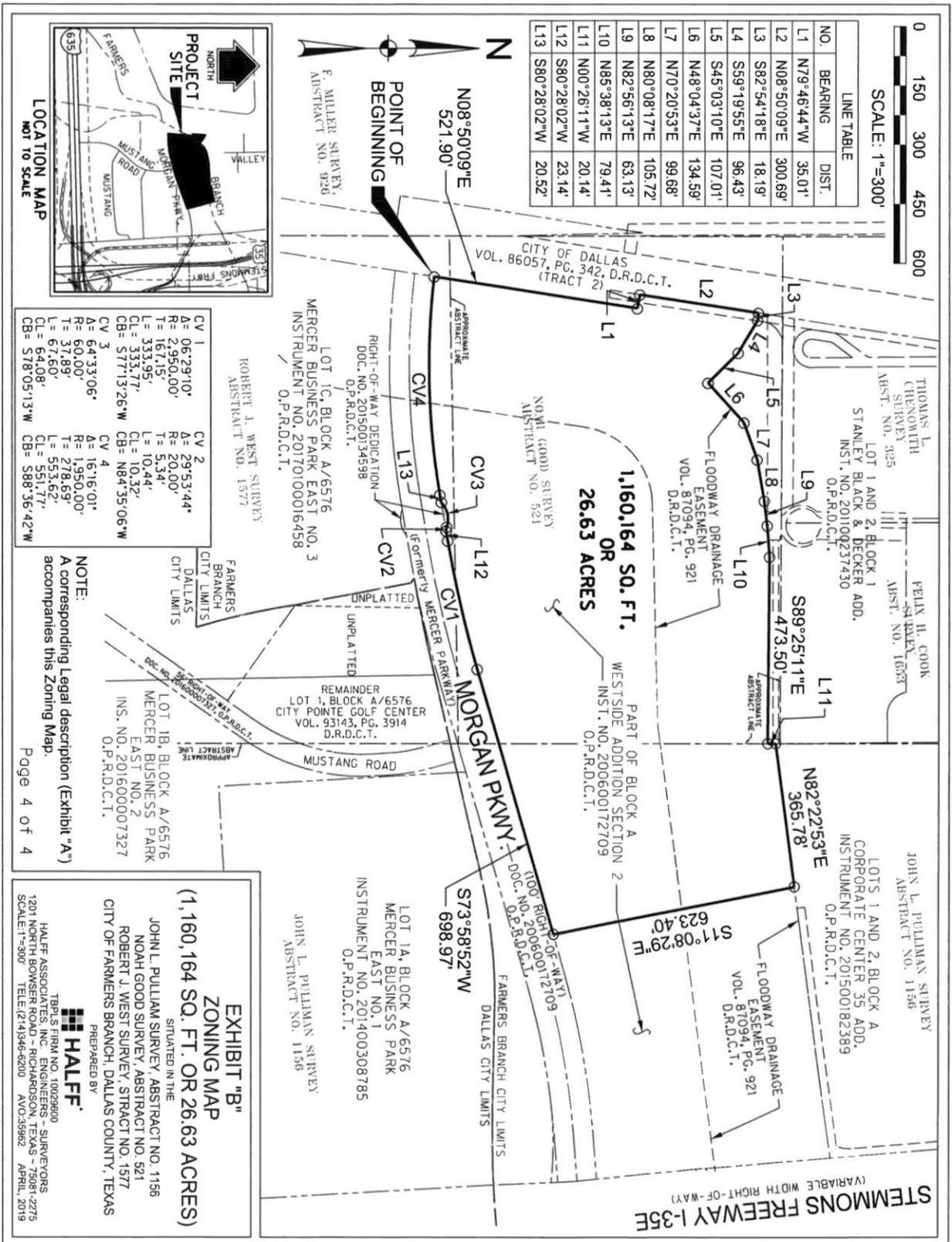
Westerly along said curve, through a central angle of 64 degrees 33 minutes 06 seconds, an arc distance of 67.60 feet to a point for corner;

South 80 degrees 28 minutes 02 seconds West, a distance of 20.52 feet to the beginning of a non-tangent curve to the right with a radius of 1,950.00 feet and whose chord bears South 88 degrees 36 minutes 42 seconds West, a distance of 551.77 feet;

Westerly along said curve, through a central angle of 16 degrees 16 minutes 00 seconds, an arc distance of 553.62 feet to the POINT OF BEGINNING AND CONTAINING 1,160,164 square feet, or 26.63 acres of land, more or less.

The Basis of Bearing of this description is the Texas Coordinate System NAD83, North Central Zone (4202). All distances are surface distances. Surface adjustment Scale Factor: 1.000136506.

**Resolution No. 2019-096
Exhibit "A" – Description of Property**



**EXHIBIT "B"
ZONING MAP
(1,160,164 SQ. FT. OR 26.63 ACRES)**

SITUATED IN THE
JOHN L. PULLMAN SURVEY, ABSTRACT NO. 1156
NOAH GOOD SURVEY, ABSTRACT NO. 521
ROBERT J. WEST SURVEY, STRACT NO. 1577
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS

PREPARED BY
HALFF
TBR'S FIRM NO. 10029600
HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS
1201 NORTH BROWSER ROAD - RICHARDSON, TEXAS - 75081-2275
SCALE: 1"=300' TELE: (214) 946-6200 AVO: 35962 APRIL, 2019

Resolution No. 2019-096 Exhibit "C" – Landscape Plan

- SECTION 0200 - LANDSCAPE**
- PART 1 - GENERAL**
- 1.1 REFERENCE DOCUMENTS**
- A. All existing site plans, specifications, and schedules for landscape requirements.
- B. All existing site plans, specifications, and schedules for landscape requirements.
- 1.2 DESCRIPTION OF WORK**
- A. Provide and install all landscape materials, including trees, shrubs, and ground cover, as specified in the schedule of materials and quantities.
- B. Provide and install all landscape materials, including trees, shrubs, and ground cover, as specified in the schedule of materials and quantities.
- C. Provide and install all landscape materials, including trees, shrubs, and ground cover, as specified in the schedule of materials and quantities.
- D. Provide and install all landscape materials, including trees, shrubs, and ground cover, as specified in the schedule of materials and quantities.
- E. Provide and install all landscape materials, including trees, shrubs, and ground cover, as specified in the schedule of materials and quantities.
- F. Provide and install all landscape materials, including trees, shrubs, and ground cover, as specified in the schedule of materials and quantities.
- 1.3 MATERIALS**
- A. All materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- B. All materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- C. All materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- D. All materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- E. All materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- F. All materials shall be of the highest quality and shall conform to the specifications of the manufacturer.

- JOB CONDITIONS**
- A. The Contractor shall be responsible for the maintenance of the site during the construction period.
- B. The Contractor shall be responsible for the maintenance of the site during the construction period.
- C. The Contractor shall be responsible for the maintenance of the site during the construction period.
- D. The Contractor shall be responsible for the maintenance of the site during the construction period.
- E. The Contractor shall be responsible for the maintenance of the site during the construction period.
- F. The Contractor shall be responsible for the maintenance of the site during the construction period.
- 14 MAINTENANCE GUARANTEE**
- A. The Contractor shall provide a maintenance guarantee for the landscape materials installed on the site.
- B. The Contractor shall provide a maintenance guarantee for the landscape materials installed on the site.
- C. The Contractor shall provide a maintenance guarantee for the landscape materials installed on the site.
- D. The Contractor shall provide a maintenance guarantee for the landscape materials installed on the site.
- E. The Contractor shall provide a maintenance guarantee for the landscape materials installed on the site.
- F. The Contractor shall provide a maintenance guarantee for the landscape materials installed on the site.

- 15 QUALITY ASSURANCE**
- A. The Contractor shall be responsible for the quality assurance of the landscape materials installed on the site.
- B. The Contractor shall be responsible for the quality assurance of the landscape materials installed on the site.
- C. The Contractor shall be responsible for the quality assurance of the landscape materials installed on the site.
- D. The Contractor shall be responsible for the quality assurance of the landscape materials installed on the site.
- E. The Contractor shall be responsible for the quality assurance of the landscape materials installed on the site.
- F. The Contractor shall be responsible for the quality assurance of the landscape materials installed on the site.
- 16 PRODUCT DELIVERY, STORAGE AND HANDLING**
- A. The Contractor shall be responsible for the delivery, storage, and handling of the landscape materials.
- B. The Contractor shall be responsible for the delivery, storage, and handling of the landscape materials.
- C. The Contractor shall be responsible for the delivery, storage, and handling of the landscape materials.
- D. The Contractor shall be responsible for the delivery, storage, and handling of the landscape materials.
- E. The Contractor shall be responsible for the delivery, storage, and handling of the landscape materials.
- F. The Contractor shall be responsible for the delivery, storage, and handling of the landscape materials.

- PART 1 - PRODUCTS**
- 1.1 PLANTS**
- A. All plants shall be of the highest quality and shall conform to the specifications of the manufacturer.
- B. All plants shall be of the highest quality and shall conform to the specifications of the manufacturer.
- C. All plants shall be of the highest quality and shall conform to the specifications of the manufacturer.
- D. All plants shall be of the highest quality and shall conform to the specifications of the manufacturer.
- E. All plants shall be of the highest quality and shall conform to the specifications of the manufacturer.
- F. All plants shall be of the highest quality and shall conform to the specifications of the manufacturer.
- 1.2 MATERIALS**
- A. All materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- B. All materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- C. All materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- D. All materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- E. All materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- F. All materials shall be of the highest quality and shall conform to the specifications of the manufacturer.

- 22 SOIL REMEDIATION MATERIALS**
- A. All soil remediation materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- B. All soil remediation materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- C. All soil remediation materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- D. All soil remediation materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- E. All soil remediation materials shall be of the highest quality and shall conform to the specifications of the manufacturer.
- F. All soil remediation materials shall be of the highest quality and shall conform to the specifications of the manufacturer.

No.			REVISIONS	
1	Date	Description	By	Check
2				
3				
4				

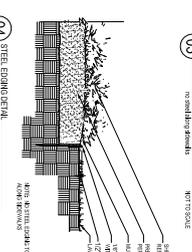
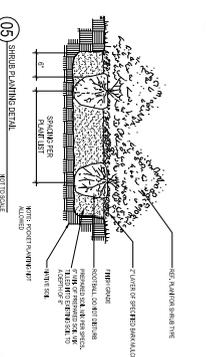
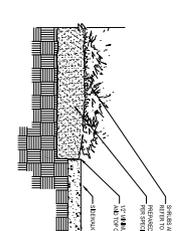
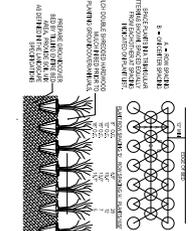
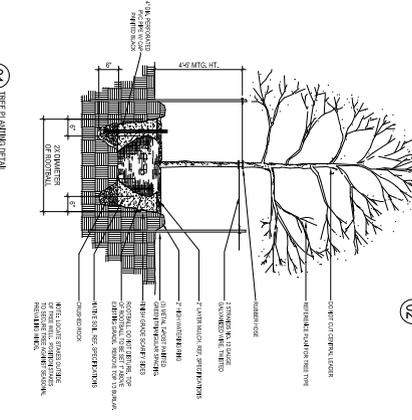
OWNER MERCER 5 2261 MORGAN PARKWAY FARMERS BRANCH, TX 75446	DEVELOPER SMT 2261 MORGAN PARKWAY FARMERS BRANCH, TX 75446
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BILLINGSLEY COMPANY 1722 Ross St. Ste. 700 Dallas, TX 75201	HALFF Pritchard Associates One Arts Plaza, Ste. 700 Dallas, TX 75201
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HALFF Pritchard Associates	O'Brien Consultants
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SMT 2261 Morgan Parkway Farmers Branch, TX 75446	MERCER 5 2261 Morgan Parkway Farmers Branch, TX 75446
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MERCER 5 2261 MORGAN PARKWAY FARMERS BRANCH, TX 75446	DATE 06/26/2019
Scale NONE	DATE 06/26/2019
Scale NONE	DATE 06/26/2019



PLANNING AND ZONING COMMISSION City Council Date: _____ Ordinance No.: _____ Adopted/Revised/Amended: _____	DATE ACTION
MERCER 5 2261 MORGAN PARKWAY FARMERS BRANCH, TX 75446	DATE ACTION

