

**CITY PLAN COMMISSION**

**THURSDAY, SEPTEMBER 21, 2023**

**FILE NUMBER:** S223-235

**SENIOR PLANNER:** Sharmila Shrestha

**LOCATION:** Samuel Boulevard, east of Buckner Boulevard

**DATE FILED:** August 23, 2023

**ZONING:** LI

**CITY COUNCIL DISTRICT:** 7

**SIZE OF REQUEST:** 15.320-acres

**APPLICANT/OWNER:** Buckner Baptist Benevolences

**REQUEST:** An application to replat a 15.320-acre tract of land containing all of Lot 4 in City Block L/6213 and part of City Block 6213 to create one 3.522-acre lot and one 11.798-acre lot on property located on Samuel Boulevard, east of Buckner Boulevard.

**SUBDIVISION HISTORY:**

1. S178-087 was a request south of the present request to replat a 79.29-acre tract of land containing all of Lots 1 and 3 in City Block P/6213 to create one 9.28-acre lot, one 14.69-acre lot, one 25.51-acre lot, and one 29.81-acre lot on property located on Buckner Boulevard, north of Eastpoint Drive. First phase S178-087A was submitted and recorded on August 10, 2020.

**STAFF RECOMMENDATION:** The request complies with the requirements of the LI Light Industrial District; therefore, staff recommends approval of the request subject to compliance with the following conditions:

**General Conditions:**

1. The final plat must conform to all requirements of the Dallas Development Code, Texas Local Government Code, Texas Land Surveying Practices Act and the General Rules and Regulations of the Texas Board of Land Surveying.
2. Department of Development Services, Engineering Division must verify that the plat conforms with the water, wastewater, and easement requirements under the provisions of Chapter 49 of the Dallas City Code.
3. Compliance with all plans, contracts, ordinances, and requirements of the City of Dallas. *Section 51A-8.102(a), (b), (c), and (d)*
4. The number and location of fire hydrants must comply with the Dallas Fire Code.
5. Any new or existing structure may not extend across new property lines. *Section 51A-8.503(e)*
6. On the final plat, all easement abandonments, and ROW abandonments must be by separate instrument with the recording information shown on the face of the plat. A release from the Real Estate Division is required prior to the plat being submitted to the Chairman for signature.

7. On the final plat, include two boundary corners tagged with these coordinates: "Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983 on Grid Coordinate values, No Scale and no Projection."
8. On the final plat, monument all set corners per the Monumentation Ordinance. Prior to submittal of the final plat for the Chairman's signature. The monuments must be verified by the Chief City Surveyors Office in the Public Works Department. *Section 51A-8.617*
9. Provide ALL supporting documentation (i.e. deeds, plats, ordinances, easements...etc) with a completed Final Plat Checklist to the Survey Plat Review Group (**SPRG**) with the Final Plat Submittal **after** City Plan Commission Approval.
10. Prior to the final plat, submit a tree survey to the Arborist. A release from the arborist is required prior to an early release request or the recordation of the plat, whichever occurs first.
11. The number of lots permitted by this plat is two.

**Paving & Drainage Conditions:**

12. Submit a full set of Civil Engineering Plans (drainage, paving, street signage/markings/lighting) prepared per City Standards by a licensed (TX) Professional Engineer to Engineering Division in Room 200, Oak Cliff Municipal Center (i.e. 311T/DP). Additions and alterations to the public infrastructure require approval and may require private development contracts with bonds. 51A-8.102 (c); 8.601(b)(4),(5),(6),(7),(8),(9)
13. Detention may be required if the capacity of available outfall is not adequate to carry the developed runoff. Section 51A-8.611(c).
14. Place a note on the final plat stating "Lot-to-Lot drainage will not be allowed without proper City of Dallas Engineering Division approval" 51A 8.611(e)

**Right of Way Requirements:**

15. On the final plat, dedicate 28 feet of right-of-way (via fee simple or street easement) from the established centerline of Samuell Boulevard. Sections 51A-8.602(c), 51A-8.604(c)
16. Existing drainage conveyance within the property is required to be sized in compliance with Section 51A-8.611(a)(1) of the City of Dallas Code
17. Provide approval from the City of Mesquite for any work within their jurisdiction.

**Survey (SPRG) Conditions:**

18. Prior to final plat, submit a completed final plat checklist and all supporting documents.
19. Show correct recording information for subject property.
20. On the final plat, show recording information on all existing easements within 150 feet of the property.

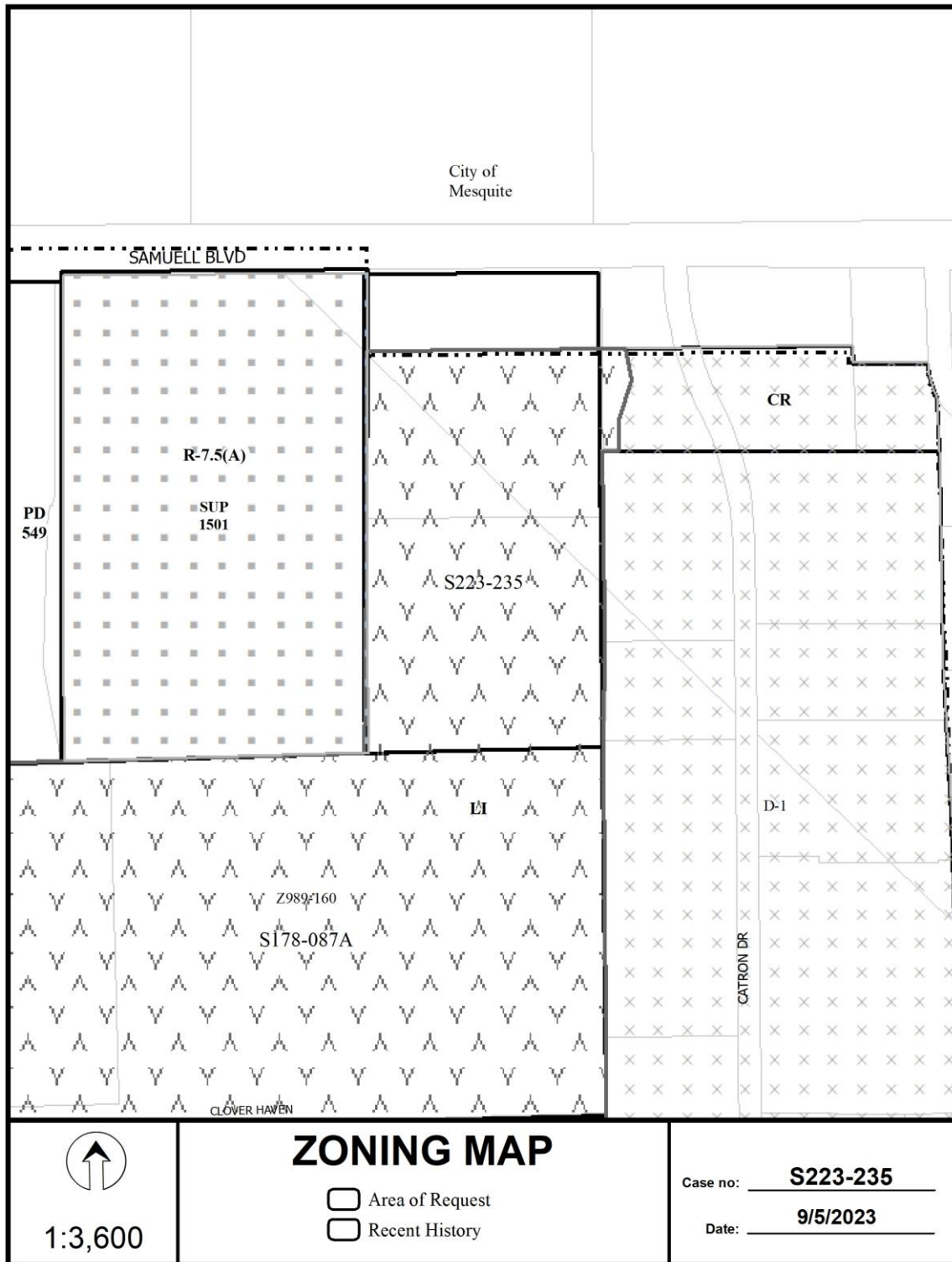
21. On the final plat, show distances/width across all adjoining right-of-way.
22. On the final plat, show all additions or tracts of land within 150 feet of property with recording information.
23. On the final plat, include name of addition (Buckner Cha) in the owner's dedication statement.

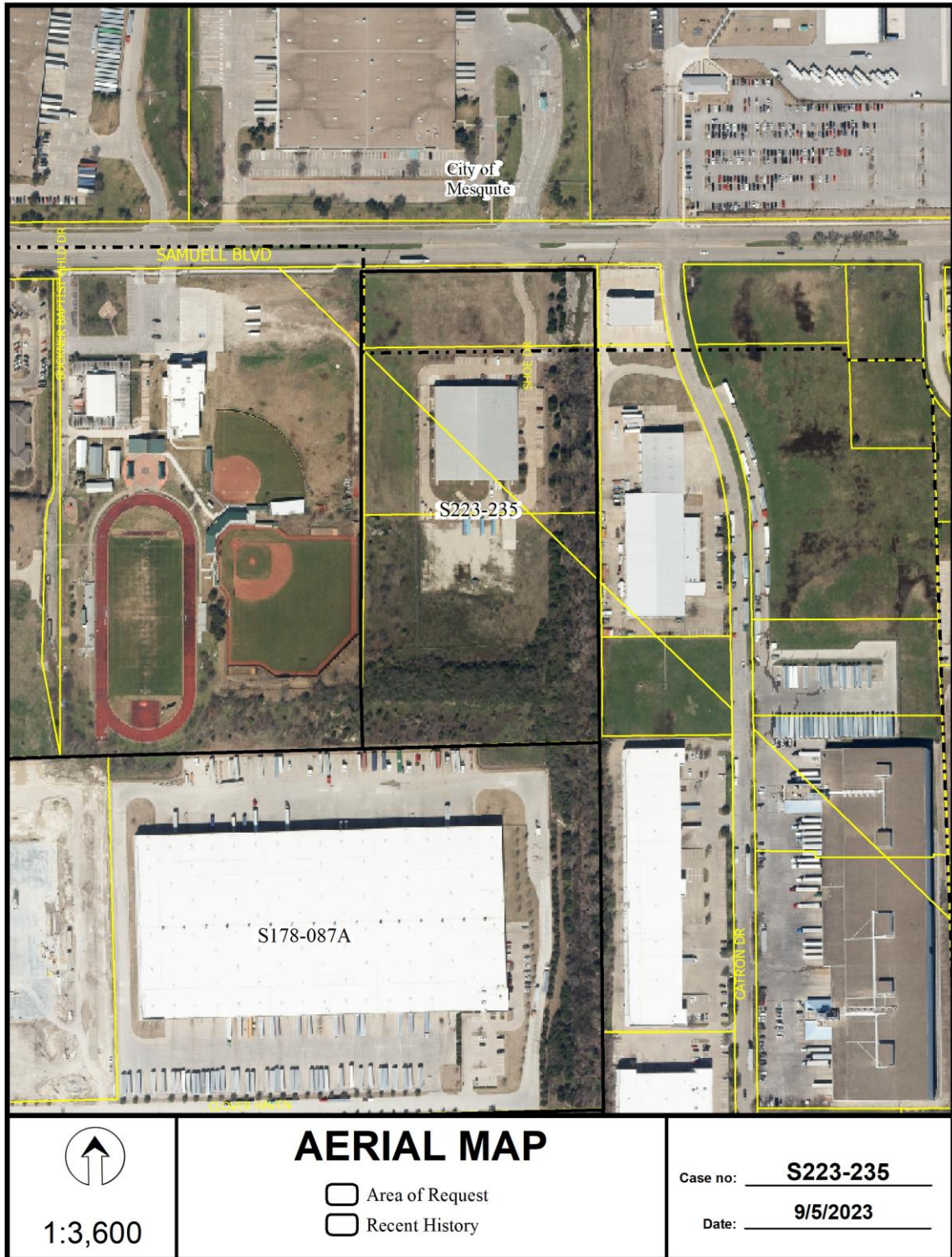
**Dallas Water Utilities Conditions:**

24. Additional design information is required for assessment. Site plan must be submitted showing proposed development, building finished floor elevation, development, existing mains – including downstream manhole, and proposed water and wastewater service locations. Submit water/wastewater engineering plans to 320 E. Jefferson Blvd., Room 200, Attention: Water and Wastewater Engineering.
25. Water main improvements are required by Private Development Contract. Submit water/wastewater engineering plans to 320 E. Jefferson Blvd., Room 200, Attention: Water and Wastewater Engineering.
26. Engineer shall furnish plans for water and sanitary sewer. Developer shall furnish a contract for water and sanitary sewer.

**Street Name / GIS, Lot & Block Conditions:**

27. On the final plat, identify the property as Lots 4A and 4B in City Block L/6213. Ordinance 1A, Page 131 pages 131-148, Section 2 (passed August 13, 1872).







DECLARATION OF CONSENTS

NOTARY PUBLIC STATE OF TEXAS
I, \_\_\_\_\_, Notary Public in and for the State of Texas, do hereby certify that the foregoing instrument was voluntarily executed by the undersigned parties in accordance with the laws of the State of Texas and that the contents of the instrument are true and correct to the best of my knowledge and belief.

BUCKNER PARTIES REPRESENTING:
JEFF GENTNER - Senior Vice President, Chief Financial Officer
STATE OF TEXAS
COUNTY OF DALLAS
GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BUCKNER'S STATEMENT
I, \_\_\_\_\_, Represented by the undersigned, do hereby certify that I have read and understand the contents of the instrument and that I have executed the same for the purposes and consideration therein expressed and that I have executed the same for the purposes and consideration therein expressed and that I have executed the same for the purposes and consideration therein expressed.

STATE OF TEXAS
COUNTY OF DALLAS
BEFORE ME, the undersigned, a Notary Public in and for said County and State on the day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and that I have executed the same for the purposes and consideration therein expressed.

GENERAL NOTES
1) The purpose of this plat is to create lots out of one undivided tract and one undivided tract of land.
2) The maximum number of lots permitted by this plat is two.
3) All lots to be conveyed shall be delivered without City of Dallas Planning & Zoning Department approval.

BUCKNER PARTIES REPRESENTING:
OWNER:
BUCKNER PARTIES REPRESENTING:
STATE OF TEXAS
COUNTY OF DALLAS
GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MESQUITE

MAINTENANCE AGREEMENT FOR DRAINAGE FACILITIES
The Owner of the subject property agrees to periodically maintain the drainage facilities within the drainage area of the subject property in accordance with the following terms and conditions:
1. The Owner shall be responsible for the maintenance and repair of all drainage facilities within the drainage area of the subject property.

OWNER'S OBLIGATION
The Owner agrees to maintain access to the drainage system within the drainage area of the subject property at all times. The Owner shall be responsible for the maintenance and repair of all drainage facilities within the drainage area of the subject property.

CITY OF MESQUITE
CITY OF MESQUITE, TEXAS
City Manager
By: \_\_\_\_\_
Secretary

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