

ORDINANCE NO. 004- 033

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF ADDISON, TEXAS, BY AMENDING ORDINANCE 459 TO PROVIDE FOR DEVELOPMENT PLANS IN AN EXISTING PLANNED DEVELOPMENT DISTRICT, LOCATED AT 4100 BELT LINE ROAD, ON APPLICATION FROM WASHINGTON MUTUAL; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

WHEREAS, application was made to amend the Comprehensive Zoning Ordinance of the Town of Addison, Texas, by making application for the same with the Planning and Zoning Commission of the Town of Addison, Texas, as required by State Statutes and the zoning ordinance of the Town of Addison, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of Addison, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the Town of Addison, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, and it is in the best interest of the public at large, the citizens of the Town of Addison, Texas, and helps promote the general welfare and safety of this community, now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance of the Town of Addison, Texas, as amended by Ordinance 459, is hereby amended to approve development plans, on application from Washington Mutual. Said zoning amendment shall be noted on the official zoning map of the town of Addison, Texas and is situated on the following described land:

BEING all of Lot 4, Block A of SAM'S CLUB ADDITION, an Addition to the Town of Addison, according to the Plat recorded in Volume 92109, page 3687, map Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found for corner in the South line of Belt Line Road (having a 100.0 foot wide right-of-way), at the Northwest corner of said Lot 4, Block A, the same point being the Northeast corner of Lot 1, Block 1 of BELT LINE CENTRE, an addition to the Town of Addison according to the Plat recorded in Volume 92109, Page 3687, Map Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found for corner in the South line of Belt Line Road (having a 100.00 foot wide right-of-way), at the Northwest corner of said Lot 4, Block A, the same point being the Northeast corner of Lot 1, Block 1 of BELT LINE CENTRE, an Addition to the Town of Addison according to the Plat recorded in Volume 92145, Page 3641, map Records, Dallas County, Texas;

THENCE South 89 degrees 25 minutes 00 seconds East along the South line of Belt Line Road and the North line of said Lot 4, Block A to a 1/2 inch iron rod set for corner at the Northeast corner of said Lot 4, Block A at the same point being the Northwest corner of Lot 1 of said Block A of SAM'S CLUB ADDITION;

THENCE South 00 degrees 01 minutes 18 seconds West along the common line between said Lot 4 and Lot 1, Block A for a distance of 245.00 feet to a 1/2 inch iron rod set for corner at the Southeast corner of Lot 4, Block A;

THENCE North 89 degrees 25 minutes 00 seconds West along the South line of said Lot 4, Block A for a distance of 175.00 feet to a 1/2 inch iron rod set for corner at the Southwest corner of said Lot 4, Block A, the same point lying in the East line of said Lot 1, Block 1;

THENCE North 00 degrees 01 minutes 18 seconds East along the common line between said Lot 4, Block A and Lot 1, Block 1 for a distance of 245.00 feet to the POINT OF BEGINNING; and

CONTAINING 42,873 square feet or 0.9842 acres of land, more or less.

SECTION 2. In the hereinabove described land or building, said property shall be improved in accordance with the development plans, which are attached hereto and made a part hereof for all purposes.

SECTION 3. That the amendment to the development plans is made subject to no conditions.

SECTION 4. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the

Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

SECTION 5. That should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provisions thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of this ordinance as a whole.

SECTION 6. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, on this the 10th day of August, 2004.



MAYOR

ATTEST:


CITY SECRETARY

CASE NO.: 1464-Z

APPROVED AS TO FORM:


DIRECTOR OF DEVELOPMENT SERVICES

PUBLISHED ON: Published NWOnline 9-17-04



ISSUE DATE
06/28/04

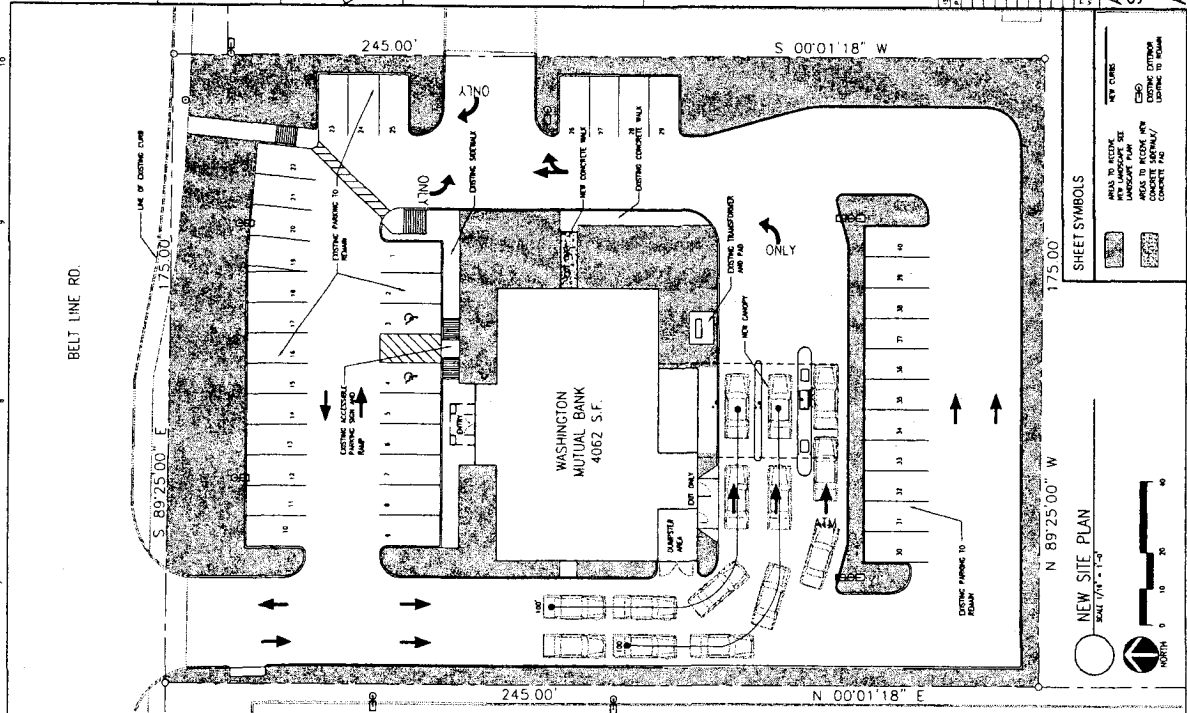
design-forum
ARCHITECTS

WASHINGTON MUTUAL
OCCASIO
BRANCH
4100 Bell Line Road
Addison, TX 75001

DATE	06/28/04
DRAWN BY	ML
CHECKED BY	ML
SCALE	AS SHOWN
SHEET NO.	1
TOTAL SHEETS	1

Architectural
Site Plan

A-1



NEW SITE PLAN
SCALE 1/4" = 1'-0"

SHEET SYMBOLS

- AREA TO BE EXISTING
- AREA TO BE EXISTING WITH LANDSCAPE OR HARD SCAPING
- AREA TO BE EXISTING WITH CONCRETE SURFACING/CONCRETE PAVING
- NEW CONC
- EXISTING CONC
- CONCRETE PAV
- CONCRETE PAV

NEW SYMBOLS

- EXISTING CONC
- CONCRETE PAV
- CONCRETE PAV

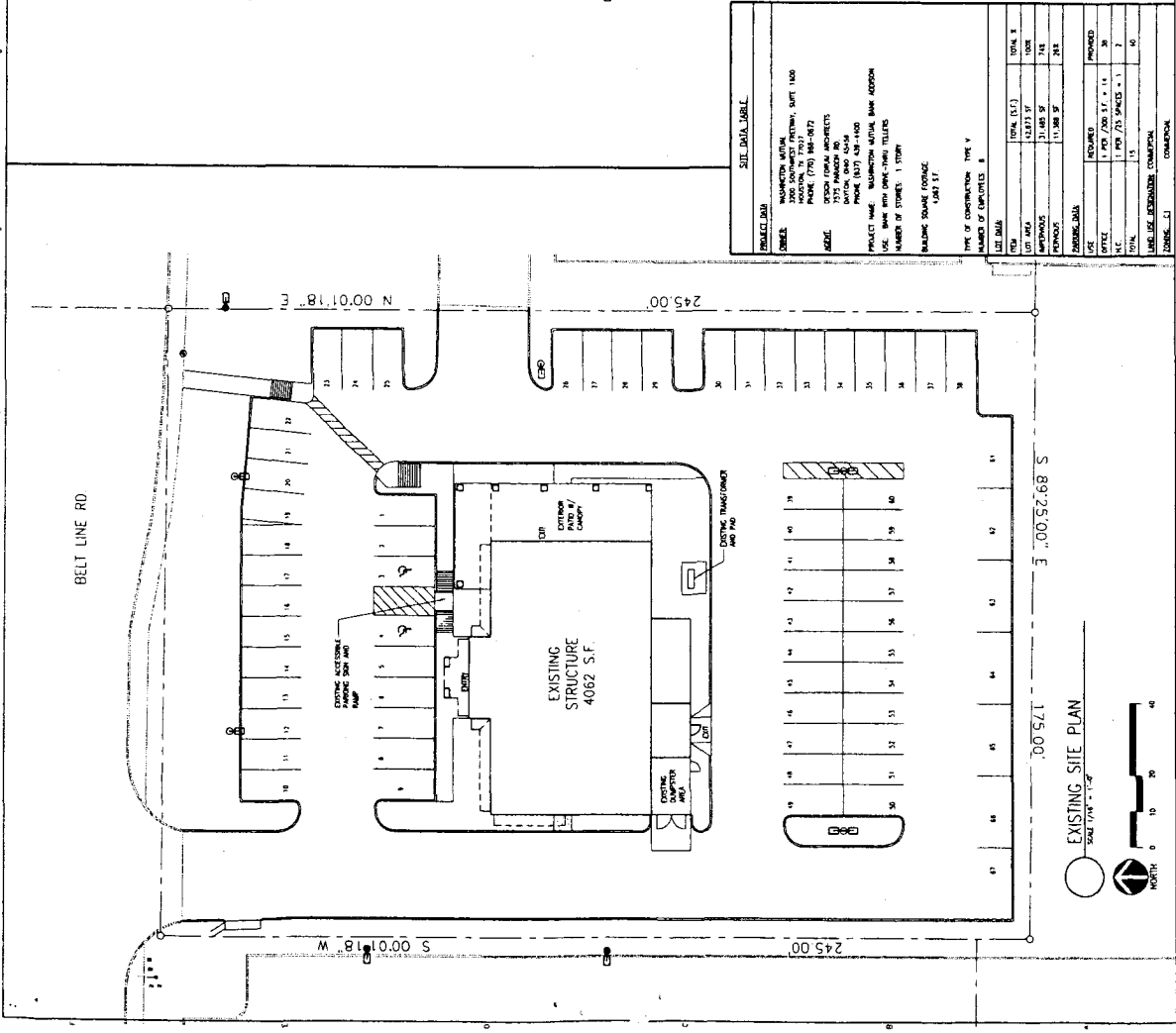
NEW CONC

- EXISTING CONC
- CONCRETE PAV
- CONCRETE PAV

SCALE 1/4" = 1'-0"

0 10 20 30 40

NORTH



EXISTING SITE PLAN
SCALE 1/4" = 1'-0"

SHEET SYMBOLS

- AREA TO BE EXISTING
- AREA TO BE EXISTING WITH LANDSCAPE OR HARD SCAPING
- AREA TO BE EXISTING WITH CONCRETE SURFACING/CONCRETE PAVING
- NEW CONC
- EXISTING CONC
- CONCRETE PAV
- CONCRETE PAV

NEW SYMBOLS

- EXISTING CONC
- CONCRETE PAV
- CONCRETE PAV

NEW CONC

- EXISTING CONC
- CONCRETE PAV
- CONCRETE PAV

SCALE 1/4" = 1'-0"

0 10 20 30 40

NORTH

SITE DATA LABEL

PROJECT: WASHINGTON MUTUAL
 3000 DOWNEY STREET, SUITE 1100
 ADDISON, TX 75001
 PHONE: (972) 884-0677

ARCHITECT: DESIGN-FORUM ARCHITECTS
 3775 MARQUON RD.
 ADDISON, TX 75001
 PHONE: (972) 437-1100

PROJECT NAME: WASHINGTON MUTUAL BANK ADDITION
 USE: BANK WITH DRIVE-THRU TELLERS
 NUMBER OF STORES: 1 STORE
 BUILDING SQUARE FOOTAGE: 4062 S.F.
 LOT AREA: 11,288 S.F.

TYPE OF CONSTRUCTION: TYPE V
 NUMBER OF EMPLOYEES: 8

DATE: 06/28/04

TYPE	TOTAL (S.F.)	TOTAL #
LOT AREA	11,288 S.F.	246
IMPROVED	21,483 S.F.	746
CONCRETE	11,288 S.F.	246

REMOVED: 0
 PROVIDED: 11,288 S.F. (100%)

CONCRETE: 11,288 S.F. (100%)

IMPROVED: 21,483 S.F. (100%)

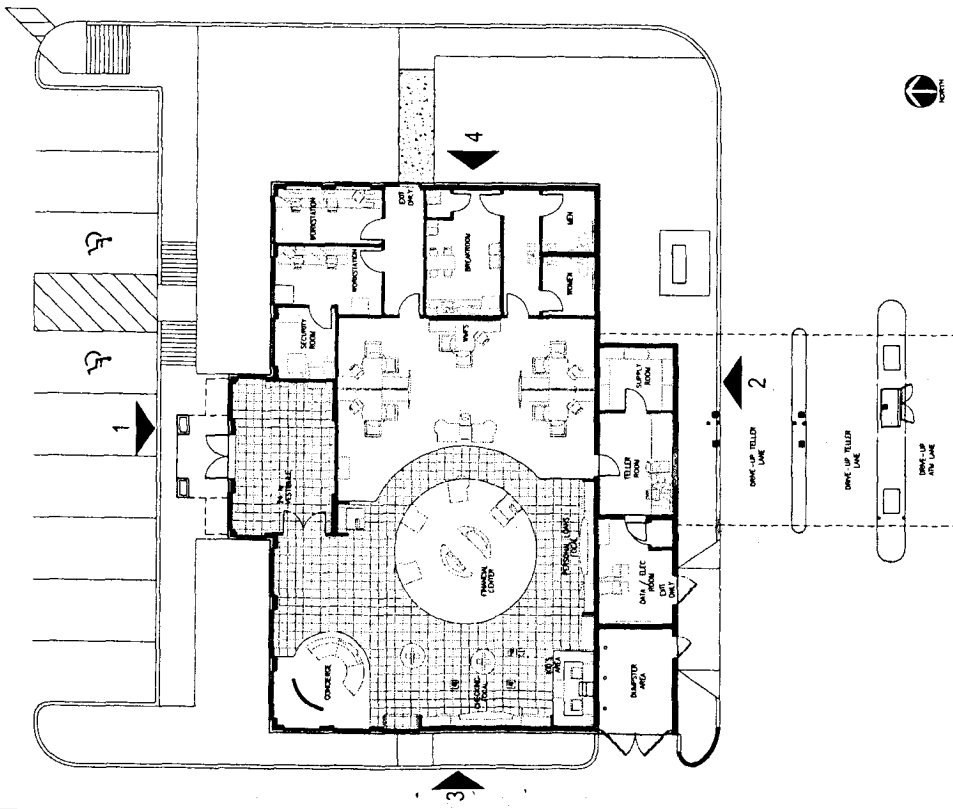
DATE: 06/28/04

SCALE: 1/4" = 1'-0"

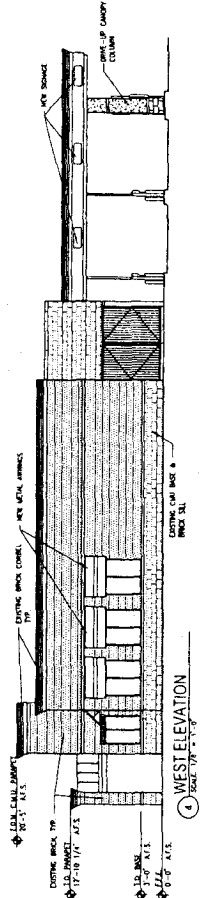
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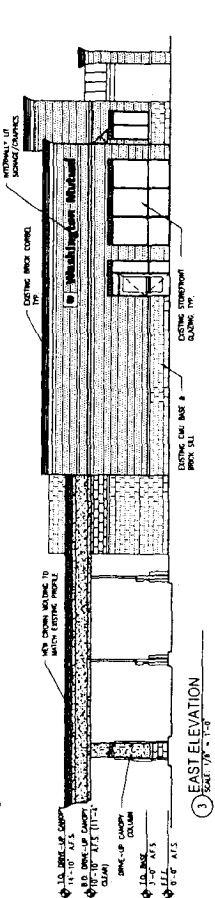
FLOOR PLAN
SCALE: 1/8" = 1'-0"



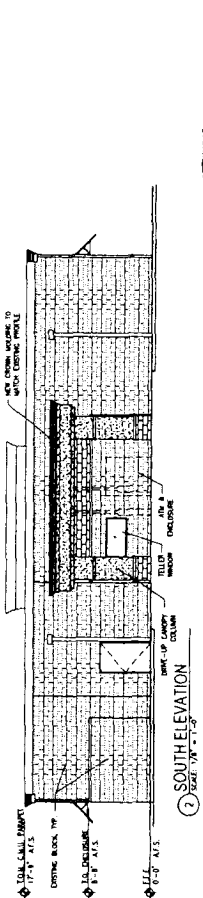
WEST ELEVATION
SCALE: 1/8" = 1'-0"



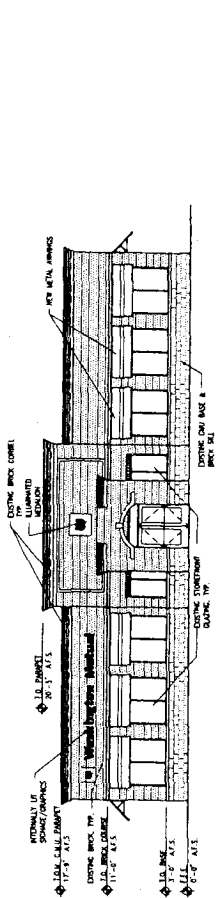
EAST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



Architectural
Floor Plan &
Elevations
A-2

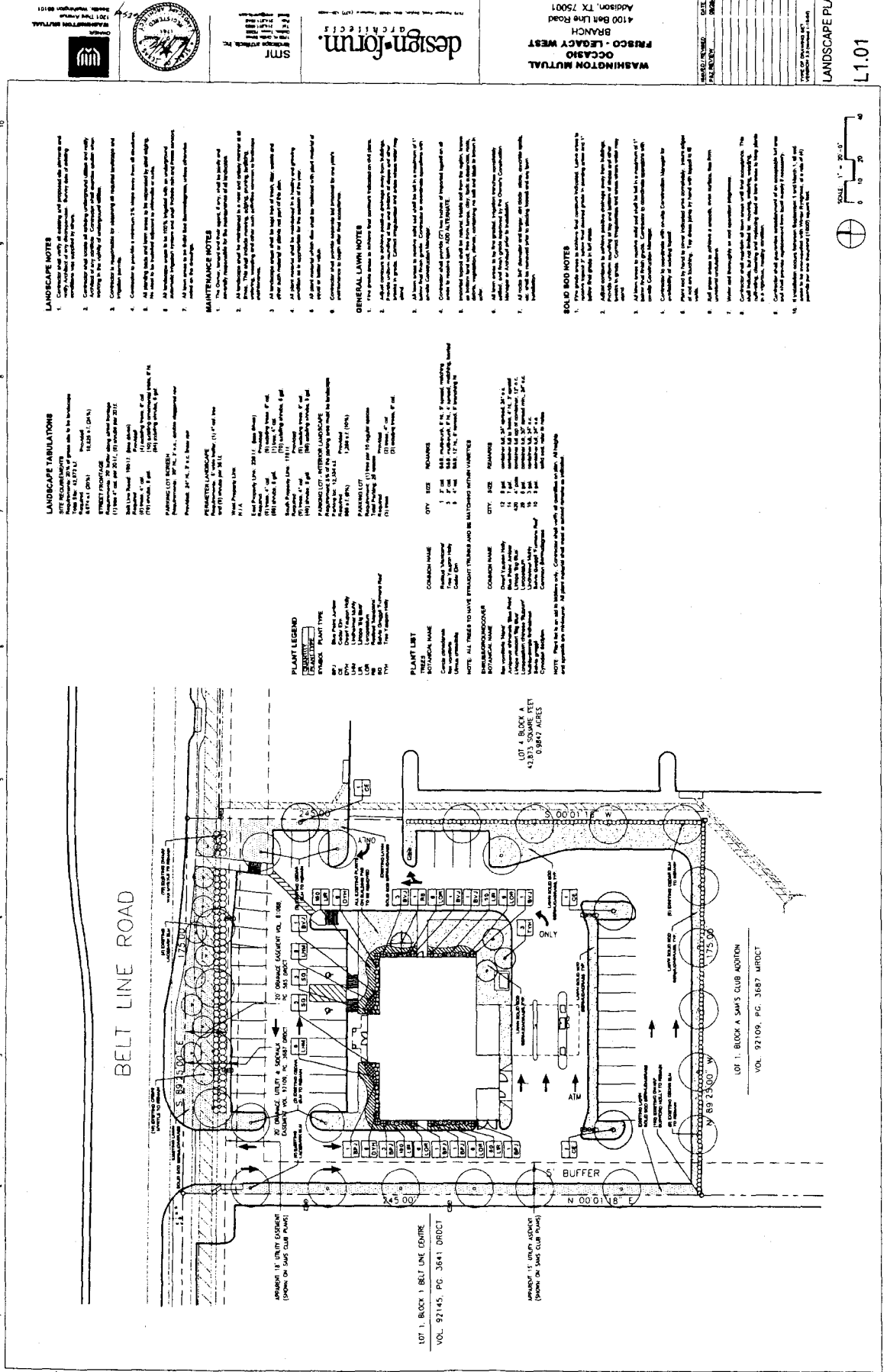
WASHINGTON MUTUAL
OCCASIO
BRANCH
Address, TX 75001

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architects

ISSUE DATE
06/28/04

Washington Mutual
1201 Third Avenue
Seattle, Washington 98101





LANDSCAPE TABULATIONS
 QTY SIZE REMARKS
 1 12 M&L 12' x 12' 12' M&L
 1 12 M&L 12' x 12' 12' M&L
 1 12 M&L 12' x 12' 12' M&L
 1 12 M&L 12' x 12' 12' M&L

PLANT LIST

SYMBOL	PLANT TYPE	QTY	SIZE	REMARKS
C1	Male Peace Palms	2	8"	8" Female Peace Palms
C2	Male Peace Palms	2	8"	8" Female Peace Palms
L1	Liriodendron	1	12"	12" M&L
L2	Liriodendron	1	12"	12" M&L
M1	Male Magnolia	1	12"	12" Female Magnolia
M2	Male Magnolia	1	12"	12" Female Magnolia

- LANDSCAPE NOTES**
1. Contractor shall verify all existing and proposed site dimensions and elevations before beginning work. Survey data of existing site conditions shall be used for all layout work.
 2. Contractor shall verify all existing underground utilities and verify depths in accordance with applicable codes. All underground utilities shall be protected and located by hand-dug trenches before any excavation work.
 3. Contractor is responsible for obtaining all required permits and utility approvals.
 4. Contractor to provide a minimum 1% slope from all structures and hardscape elements to adjacent grades.
 5. All planting beds and lawn areas to be irrigated by hand-sprinkler system. All irrigation systems to be installed in accordance with applicable codes.
 6. All landscape elements to be 100% high quality, mature specimens selected to suit the site conditions.
 7. All trees shall be 100% high quality, mature specimens, unless otherwise noted on the drawings.
- MAINTENANCE NOTES**
1. The Owner, tenant and their agents, if any, shall be held responsible for the maintenance of all landscape elements installed in accordance with applicable codes.
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 3. All landscape elements shall be kept in good condition, free from weeds and other plants which may be injurious to the health of the plants or to the general appearance of the site. The Owner, tenant and their agents, if any, shall be held responsible for the maintenance of all landscape elements installed in accordance with applicable codes.
 4. All plants shall be watered and fertilized as necessary to maintain their health and vitality. The Owner, tenant and their agents, if any, shall be held responsible for the maintenance of all landscape elements installed in accordance with applicable codes.
 5. Contractor shall provide adequate mulch around all plants and trees to maintain their health and vitality. The Owner, tenant and their agents, if any, shall be held responsible for the maintenance of all landscape elements installed in accordance with applicable codes.
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- GENERAL LAWN NOTES**
1. The lawn shall be maintained in good condition, free from weeds and other plants which may be injurious to the health of the lawn or to the general appearance of the site. The Owner, tenant and their agents, if any, shall be held responsible for the maintenance of all landscape elements installed in accordance with applicable codes.
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