

ORDINANCE NO. 4782

AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS (“CITY”), ANNEXING APPROXIMATELY 364.65 ACRES IN THE CITY’S EXTRATERRITORIAL JURISDICTION AND GENERALLY LOCATED SOUTHWEST OF FM 2932 AND SOUTHEAST OF GRIFFIN LANE, IN THE JOHN MOORE SURVEY, ABSTRACT NO. 309, KAUFMAN COUNTY, TEXAS (THE “PROPERTY”), PURSUANT TO VOLUNTARY PETITIONS SUBMITTED BY OAK NATIONAL HOLDINGS, LLC, AND THE CITY, AND FURTHER ANNEXING THE NORTHEASTERN PORTION OF GRIFFIN LANE ADJACENT TO THE EXISTING CORPORATE LIMITS OF THE CITY INCLUDING THE PART ABUTTING THE PROPERTY, PURSUANT TO THE VOLUNTARY PETITION SUBMITTED BY KAUFMAN COUNTY; GRANTING ALL INHABITANTS OF SAID PROPERTY THE RIGHTS AND PRIVILEGES OF ALL OTHER CITIZENS AND MAKING APPLICABLE TO SAID PROPERTY AND ITS INHABITANTS ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY EXCEPT AS OTHERWISE PROVIDED; APPROVING SERVICE PLANS FOR THE PROVISION OF MUNICIPAL SERVICES TO THE PROPERTY; DESIGNATING THE ANNEXED PROPERTY TO BE ZONED AGRICULTURAL; DIRECTING THE CITY SECRETARY TO GIVE NOTICE AS REQUIRED TO ALL AFFECTED JURISDICTIONS; DIRECTING THE CITY MANAGER TO MAKE MAP REVISIONS; REVISING THE OFFICIAL BOUNDARY LIMITS OF THE CITY; ADDING THE PROPERTY INTO SINGLE-MEMBER DISTRICT 6; AND SETTING AN EFFECTIVE DATE OF ANNEXATION.

**WHEREAS**, the City of Mesquite, Texas (“City”), has adopted a Home Rule Charter authorizing the annexation of territory and extension of the City’s corporate limits; and

**WHEREAS**, Oak National Holdings, LLC (“ONH”), is the sole owner of approximately 363.225 acres of real property situated in the John Moore Survey, Abstract No. 309, in Kaufman County, Texas, generally located southwest of FM 2932 and southeast of Griffin Lane, more particularly described in Exhibit 1 and depicted in Exhibit 2 attached hereto (the “**ONH 363.225 Acres**”); and

**WHEREAS**, the City is the sole owner of approximately 1.425 acres of real property situated in the John Moore Survey, Abstract No. 309, in Kaufman County, Texas, generally located southwest of FM 2932 and southeast of Griffin Lane, which real property consists of two contiguous tracts, the first being a 0.718 acre tract being more particularly described in Exhibit 3 and depicted in Exhibit 4 attached hereto (the “**City 0.718 Acre Tract**”), and the second being a 0.707 acre tract more particularly described in Exhibit 5 and depicted in Exhibit 6 attached hereto (the “**City 0.707 Acre Tract**”) (the City 0.718 Acre Tract and the City 0.707 Acre Tract are collectively referenced herein as the “**City 1.425 Acres**”); and

**WHEREAS**, the City 0.718 Acre Tract abuts and is contiguous with Griffin Lane and its adjacent right-of-way on the southeast side of Griffin Lane and the City 0.707 Acre Tract abuts and is contiguous with the City 0.718 Acre Tract and the ONH 363.225 Acres, all of which is collectively referenced herein as the “**Property**,” and all of which is within the extraterritorial jurisdiction of the City; and

**WHEREAS**, the Property has no residents; and

**WHEREAS**, the City and ONH entered into a Development Agreement pursuant to Section 212.172 of the Texas Local Government Code effective as of June 28, 2019 (“**Development Agreement**”) concerning the ONH 363.225 Acres, attached hereto as Exhibit 7; and

**WHEREAS**, the City and ONH entered into a First Amendment to Development Agreement, amending the Development Agreement, effective as of January 6, 2020 (“**First Amendment**”), attached hereto as Exhibit 8; and

**WHEREAS**, the verified Development Agreement, as amended by the First Amendment, includes the petition of ONH for the consensual and full-purpose annexation of the ONH 363.225 Acres on or before June 2, 2020; and

**WHEREAS**, ONH agreed to file, and did file, in the real property records of Kaufman County Deed Restrictions and Petition for Voluntary Annexation, a copy of which is attached hereto as Exhibit 9; and

**WHEREAS**, ONH and City negotiated and entered into a written agreement for the provision of services to the ONH 363.225 Acres in compliance with Section 43.0672 of Chapter 43 of the Texas Local Government Code, a copy of which is attached hereto as Exhibit “10”; and

**WHEREAS**, on May 4, 2018, the City Council of the City (“**City Council**”) approved Resolution No. 20-2020 (a) authorizing the City Manager to execute and file with the City Secretary of the City a voluntary petition for annexation into the City of the City 1.425 Acres, and (b) authorizing a Service Plan for the Extension of Full Municipal Services for the provision of services to the City 1.425 Acres in compliance with Section 43.0672 of Chapter 43 of the Texas Local Government Code, and a copy of Resolution No. 20-2020 is attached hereto as Exhibit 11 and a copy of the Service Plan for the City 1.425 Acres is attached hereto as Exhibit 12; and

**WHEREAS**, on May 4, 2018, the City Manager did execute and file with the City Secretary a Voluntary Petition for Annexation into the City of the City 1.425 Acres, a copy of which is attached hereto as Exhibit 13; and

**WHEREAS**, the Property, and specifically the City 0.718 Acre Tract, abuts Griffin Lane, a Kaufman County Road, as depicted in Exhibit 4 and Exhibit 14 hereto; and

**WHEREAS**, Section 43.106 of Chapter 43 of the Texas Local Government Code requires that a municipality annexing any territory that abuts a county road must also annex the entire width of the county road and the adjacent right-of-way on both sides of the county road

and it is the desire of the City Council that all of that portion of Griffin Lane adjacent to the City's existing corporate boundaries, as depicted in Exhibit 14 hereto, be annexed, which includes that part of Griffin Lane abutting the City 0.718 Acre Tract; and

**WHEREAS**, on May 12, 2020, the County Commissioners of Kaufman County approved Resolution No. 051220-8 petitioning the City to annex into the City's corporate boundaries the entire width of the northeastern portion of Griffin Lane and the adjacent right-of-way on both sides that is adjacent to the City's existing corporate boundaries, as depicted in Exhibit 14; and

**WHEREAS**, the annexation of the Property and the described portion of Griffin Lane is authorized pursuant to Chapter 43 of the Texas Local Government Code subject to the procedures prescribed in Subchapters C-3 and E thereof; and

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Mesquite, Texas, and the laws of this state have been duly followed with respect to annexation of the Property and Griffin Lane as depicted in Exhibit 14; and

**WHEREAS**, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, public hearings on the proposed annexation were held before the City Council on May 4, 2020, and May 18, 2020, and the City Council has concluded that the Property and that portion of Griffin Lane and its adjacent right-of-way depicted in Exhibit 14, including that part abutting the City 0.718 Acre Tract, should be annexed pursuant to Texas Local Government Code Chapter 43; and

**WHEREAS**, by Ordinance No. 4626 the City Council divided the City into six districts of relatively equal total population to be known as District 1, District 2, District 3, District 4, District 5 and District 6; and

**WHEREAS**, it is necessary to incorporate the areas annexed into the City through this ordinance into a single-member electoral district within the City to ensure future residents in that area the right to vote; and

**WHEREAS**, there is currently no reported population in the areas annexed through this ordinance such that the addition of the areas to an existing single-member electoral district will not alter the existing population or demographic makeup of the district and it is the desire of the City Council that the areas annexed be added to and included in District 6 as shown in Exhibit 15 hereto.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:**

**SECTION 1.** The recitals set forth in this ordinance are found to be true and correct and are adopted as the findings of the City Council, and Exhibits 1 through 15 attached to this ordinance are made a part hereof for all purposes.

**SECTION 2.** All of that portion of Griffin Lane adjacent to the City's corporate boundaries, including the part abutting the City 0.718 Acre Tract and including the entire width and adjacent right-of-way on both sides of Griffin Lane, as depicted in Exhibits 4 and 14, is

Counties, Texas, and the boundary limits of the City of Mesquite be and are hereby extended to include all of the foregoing part of Griffin Lane within the city limits of the City of Mesquite, and the same shall hereafter be included within the territorial limits of the City, and all City of Mesquite ordinances, resolutions and regulations shall be applicable to the described portion of Griffin Lane.

**SECTION 3.** Pursuant to the voluntary petition for annexation of the City, the City 0.718 Acre Tract is hereby annexed for all municipal purposes to the City of Mesquite, Dallas and Kaufman Counties, Texas, and the boundary limits of the City be and are hereby extended to include the City 0.718 Acre Tract within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and owners and future inhabitants of the City 0.718 Acre Tract shall have the rights and privileges of other citizens of the City, and all City of Mesquite ordinances, resolutions and regulations shall be applicable to the City 0.718 Acre Tract and binding on its owners and inhabitants.

**SECTION 4.** Pursuant to the voluntary petition for annexation of the City, the City 0.707 Acre Tract is hereby annexed for all municipal purposes to the City of Mesquite, Dallas and Kaufman Counties, Texas, and the boundary limits of the City be and are hereby extended to include the City 0.707 Acre Tract within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and owners and future inhabitants of the City 0.707 Acre Tract shall have the rights and privileges of other citizens of the City, and all City of Mesquite ordinances, resolutions and regulations shall be applicable to the City 0.707 Acre Tract and binding on its owners and inhabitants.

**SECTION 5.** Pursuant to the voluntary petitions for annexation of ONH, the ONH 363.225 Acres is hereby annexed for all municipal purposes to the City of Mesquite, Dallas and Kaufman Counties, Texas, and the boundary limits of the City be and are hereby extended to include the ONH 363.225 Acres within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and owners and future inhabitants of the ONH 363.225 Acres shall have the rights and privileges of other citizens of the City, and all City of Mesquite ordinances, resolutions and regulations shall be applicable to the ONH 363.225 Acres and binding on its owners and inhabitants, except as otherwise may be provided in the Development Agreement and First Amendment, attached hereto as Exhibits 7 and 8, respectively.

**SECTION 6.** The service plan attached as Exhibit 12 is hereby adopted, approved and ratified for the City 1.425 Acres.

**SECTION 7.** The service plan attached as Exhibit 10 is hereby adopted, approved and ratified for the ONH 363.225 Acres.

**SECTION 8.** The Property annexed shall be zoned to the AG-Agricultural district immediately upon annexation into the City of Mesquite.

**SECTION 9.** Notwithstanding Section 8 of this Ordinance, ONH shall be entitled to all rights, privileges and uses, and the ONH 363.255 Acres shall be governed according to the terms, conditions and covenants, as provided and allowed in the Development Agreement, as amended by the First Amendment, attached hereto as Exhibits 7 and 8, respectively.



**SECTION 10.** Should any portion of the Property or portion of Griffin Lane not be subject to legal annexation by the City, such fact or facts shall not prevent the City from annexing any of the Property and that portion of Griffin Lane that is subject to legal annexation by the City, and it is the intention of the City of Mesquite to annex only such territory as may be legally annexed by it within the limits of the area.

**SECTION 11.** The City Secretary is hereby directed to (a) file with the County Clerk of Dallas County, Texas, and the County Clerk of Kaufman County, Texas, a certified copy of this ordinance, (b) notify the Kaufman County Appraisal District, within 30 days from the effective date of this ordinance, of the new City boundaries, and (c) send by United States registered or certified mail to the Texas Comptroller a certified copy of this ordinance, including all attached Exhibits.

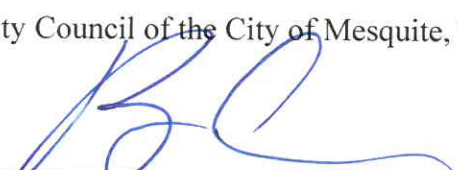
**SECTION 12.** The City Manager, or his designee, is hereby directed to correct the official map of the City to include the revisions required by this ordinance and as required by Section 41.001 of the Texas Local Government Code.

**SECTION 13.** The territory annexed by this ordinance is hereby added to, and included in, Single Member District 6, as shown in Exhibit 15, attached hereto and incorporated herein by reference for all purposes.

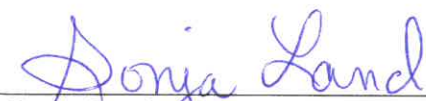
**SECTION 14.** The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and if any phrase, clause, sentence, paragraph or section of this ordinance should be declared invalid, illegal or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, illegal or unenforceable provision had never been included in this ordinance.

**SECTION 15.** This ordinance shall take effect immediately upon its passage.


**DULY PASSED AND APPROVED** by the City Council of the City of Mesquite, Texas, on the 18th day of May 2020.

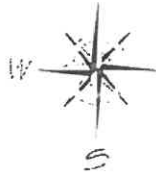
  
\_\_\_\_\_  
Bruce Archer  
Mayor

ATTEST:

  
\_\_\_\_\_  
Sonja Land  
City Secretary

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
David L. Paschall  
City Attorney



**WARREN SURVEYING**  
16339 F.M. RD. 849  
LINDALE, TEXAS 75771  
OFFICE: 903-882-3605 FAX: 903-882-7122  
EMAIL: [wwarren@suddenlink.net](mailto:wwarren@suddenlink.net)

EXHIBIT 1

**363.225 ACRE TRACT**  
**PAGE 1 OF 3**

All that certain lot, tract or parcel of land within the J. Moore Survey, Abstract No. 309, Kaufman County, Texas, and being part of that tract of land in Distribution Deed from Anella Slaughter Bauer, (the "decedent"), Carrol W. Phillips and Richard Blake Rogers, Co-Executors to Richard Slaughter Bauer and recorded in Volume 2674 on Page 243 of the Official Public Records of Kaufman County, Texas, and this 363.225 acre tract being more fully described as follows:

**BEGINNING** at a 5/8" Iron Rod found at the base of a 4" concrete right-of-way monument, for the East corner of this 363.225 acre tract and being in the Southwest right-of-way of F.M. Road 2932, (100' wide right-of-way) also being the North corner of a called 313-1/2 acre tract (First Tract) in Deed to A.J. Layden, Jr., and Mary Ann Layden, Co-Trustees of the Layden Land Trusts and recorded in Volume 1073 on Page 231;

**THENCE** South 45 deg. 39 min. 55 sec. West, a distance of 956.71 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 44 deg. 37 min. 59 sec. West, a distance of 348.24 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 45 deg. 24 min. 37 sec. West, a distance of 1,658.90 feet, with the division line of said tracts, to a Nail set in fence;

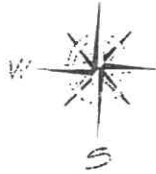
**THENCE** South 45 deg. 33 min. 57 sec. West, a distance of 349.52 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 45 deg. 01 min. 12 sec. West, a distance of 499.74 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 44 deg. 48 min. 08 sec. West, a distance of 283.98 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 44 deg. 02 min. 07 sec. West, a distance of 293.96 feet, with the Southeast line of same and Northwest line of said 313-1/2 acre tract, to an X-Tie Fence corner found for the South corner of said 363.225 acre tract;

**THENCE** North 45 deg. 50 min. 17 sec. West, a distance of 292.04 feet, to a fence corner found for a reentrant corner of said 363.225 acre tract;



## **WARREN SURVEYING**

16339 F.M. RD. 849

LINDALE, TEXAS 75771

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### **363.225 ACRE TRACT**

#### **PAGE 2 OF 3**

THENCE South 49 deg. 07 min. 57 sec. West, a distance of 19.36 feet, to a fence corner found for a reentrant corner of said 363.225 acre tract and being in the Northeast line of a called 52 acre tract (Second Tract) in Deed to A.J. Layden, Jr., and Mary Ann Layden, Co-Trustees of the Layden Land Trusts and recorded in Volume 1073 on Page 231

THENCE North 45 deg. 43 min. 39 sec. West, a distance of 882.60 feet, with the division line of said tracts, to a 5/8" Iron Rod found for the East corner of Lot 32 of Dallas East Estates as shown for record in Cabinet 1, Envelope 94 of the Plat Records;

THENCE North 44 deg. 29 min. 20 sec. West, a distance of 543.00 feet, to a 2" Iron Pipe found for the East corner of Lot 1 of said Dallas East Estates;

THENCE North 44 deg. 26 min. 26 sec. West, a distance of 1,858.02 feet, with the Southwest line of said 363.225 acre tract and Northeast line of Dallas East Estates to a 1/2" Iron Rod found for the West corner of said 363.225 acre tract and the North corner of Lot 21 of Dallas East Estates, and in the South right-of-way of Lake Street (40' right-of-way);

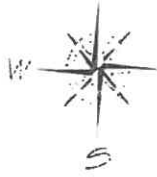
THENCE North 44 deg. 52 min. 04 sec. East, a distance of 4,402.08 feet, with the Northwest line of said 363.225 acre tract and the Southeast right-of-way of Lake Street and Southeast line of a called 50 acre tract in Deed to Preston W. Henderson, III, in Volume 1245 on Page 781, to a 3/8" Iron Rod found for the North corner of this 363.225 acre tract and East corner of said 50 acre tract, also being in the Southwest right-of-way of F.M. Road 2932;

THENCE South 45 deg. 24 min. 17 sec. East, a distance of 181.90 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

THENCE South 44 deg. 48 min. 24 sec. East, a distance of 700.75 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

THENCE South 45 deg. 01 min. 28 sec. East, a distance of 2,100.81 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

THENCE South 45 deg. 04 min. 22 sec. East, a distance of 622.00 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to the POINT OF BEGINNING AND CONTAINING 363.255 ACRES OF LAND.



## **WARREN SURVEYING**

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363.225 ACRE TRACT

PAGE 3 OF 3

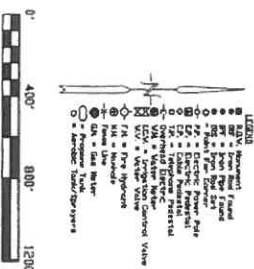
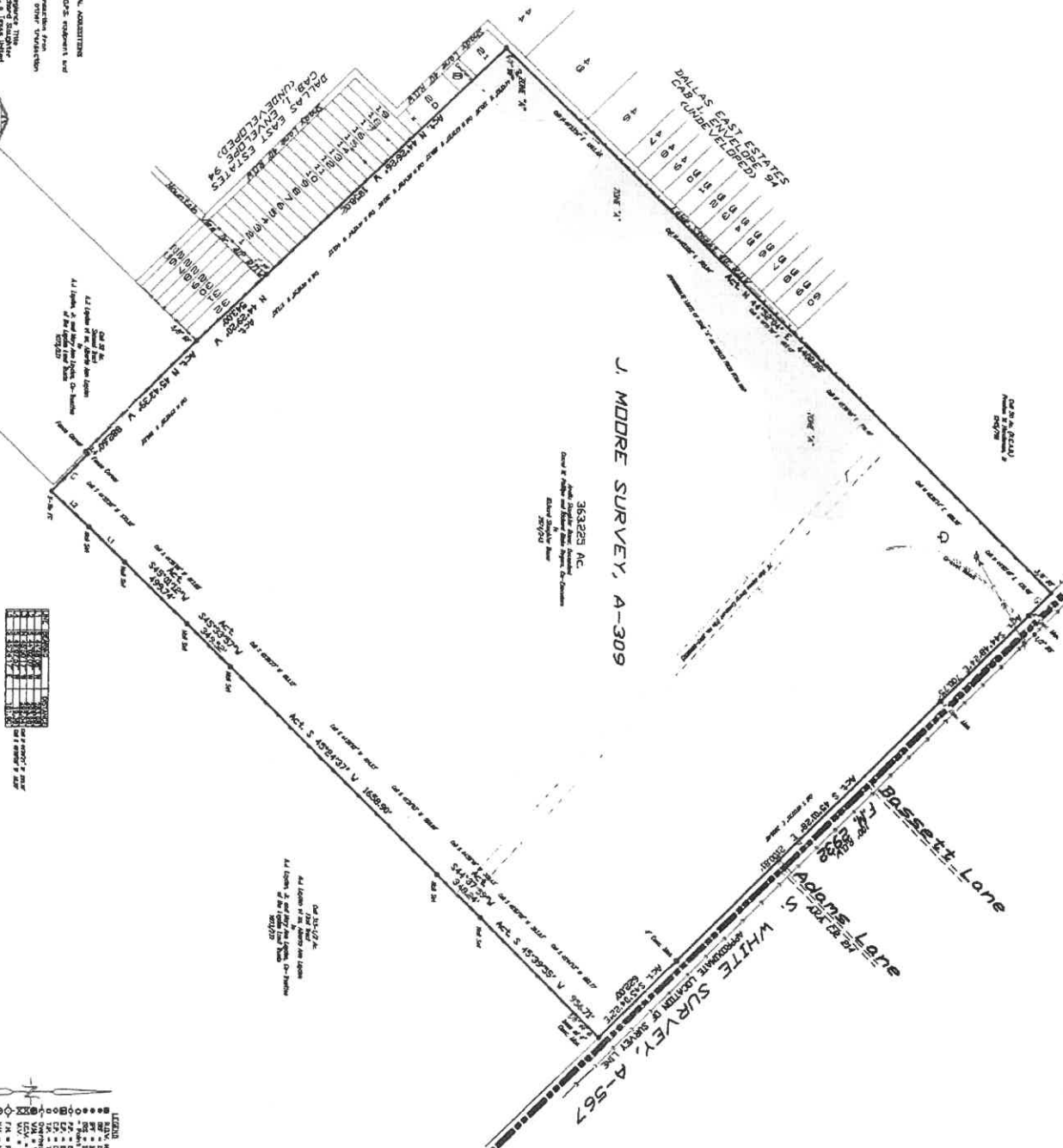
See Map 8183A prepared in conjunction with these field notes. The bearings hereon were derived from TOPCON G.P.S. equipment and oriented to True North. I, Willie H. Warren, Jr., do hereby state that the above field notes were prepared from a survey made under my supervision during the month of September, 2014 and December, 2015.  
GIVEN UNDER MY HAND & SEAL, this the 2nd day of December, 2015.

Willie H. Warren, Jr.

Registered Professional Land Surveyor

State of Texas No. 4038





CRIMINAL RECORDS SECTION

8183A	SHEET NO.	CONTRACT NO. 2014-010A
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PLAT OF SURVEY  
CALLED 363.737 ACRES  
J. MOORE SURVEY, A-309  
KAUFMAN COUNTY, TEXAS  
SCALE: 1" = 400'



**WARREN SURVEYING**  
15339 FM. RD. 849  
LINDALE, TX 75771  
OFFICE (936) 882-3653 FAX (936) 882-7182  
EMAIL: warren@studnetlink.net

DESIGNED BY:	
DRAWN BY:	R.W.L.
CHECKED BY:	
DATE:	9-10-2014
SCALE:	1" = 400'



**Legal Description****0.718 Acres**

Being a 0.718 Acre tract of land situated in the John Moore Survey, Abstract No. 309. Said 0.718 Acre tract of land being part of Tract No. 1, a called 138.87 acres tract, as well as Tract No. 3, a called 19.01 Acre tract as conveyed to RJ THREE STAR INVESTMENT, LLC., as recorded in Volume 5649, Page 374, Deed Records Kaufman County, Texas, said 0.718 Acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found being the most Northerly corner of Dallas East Estates as recorded in Cabinet 1 Page 94, Plat Records, Kaufman County, Texas, said point also being the most Westerly Northwest corner of the aforementioned RJ THREE STAR tract 3, said point also being in the Southeasterly line of Griffin Lane, a public right-of-way;

Thence North 43 degrees 41 minutes 15 seconds East, along the said Southerly line of Griffin Lane and generally along a meandering barb-wire fence, a distance of 25.00 feet to a 1/2" iron rod set with cap, RDS. INC.;

Thence South 45 degrees 29 minutes 04 seconds East, leaving said Griffin Lane, a distance of 1250.42 feet to a 1/2" iron rod set with cap, stamped RDS. INC., said point being in the most Southeasterly line of the RJ THREE STAR tract 3, and the most Northerly line of the ADCOCK CONSTRUCTION COMPANY, INC., TRACT 1, as recorded in Volume 5871, Page 576, said Deed Records;

Thence South 44 degrees 01 minutes 52 seconds West, along the said Northeasterly line of the ADCOCK CONSTRUCTION COMPANY tract, and along the Southeasterly line of said RJ THREE STAR tract a distance of 25.00 feet to a 1/2" iron rod set with cap, stamped RDS. INC., said point being in the aforementioned Northeasterly line of the Dallas East Estates tract;

Thence North 45 degrees 29 minutes 04 seconds West, along said Dallas East Estates, and generally along a meandering barb-wire fence, a distance of 1250.27 feet to the POINT OF BEGINNING, and containing 0.718 acres or 31,257.508 feet of land, more or less.

PROJECT NO.		DATE	REVISIONS
DESIGN BY	RLS/RS		
APPROVED BY	RS		
DATE	08-01-2014		

**Legal Description****0.707 Acres**

Being a 0.707 Acre tract of land situated in the John Moore Survey, Abstract No. 309. Said 0.707 Acre tract of land being part of Tract No. 1, a called 49.00 acre tract, as conveyed to ADCOCK CONSTRUCTION COMPANY, INC., as recorded in Volume 5871, Page 576, Deed Records of Kaufman County, Texas, said 0.707 Acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod set with cap, stamped RDS. INC., from which a 3/8" iron rod found bears North 15 degrees 05 minutes 40 seconds East a distance of 1.24 feet, said point being in the most Northeasterly line of the most Northeasterly line of the Dallas East Estates, as recorded in Cabinet 1, Page 94, Map Records of Kaufman County, Texas;

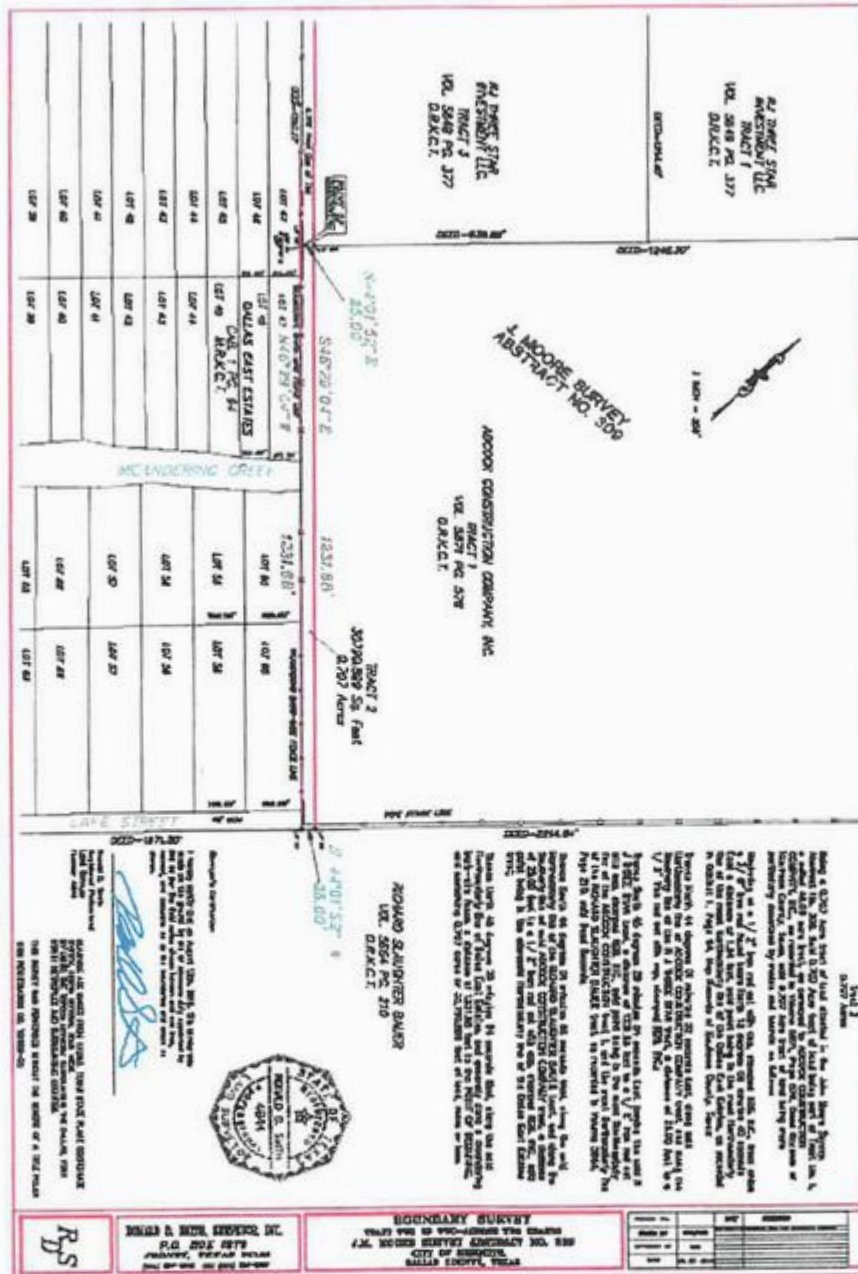
Thence North 44 degrees 01 minutes 52 seconds East, along said Northeasterly line of ADCOCK CONSTRUCTION COMPANY tract, and along the Southerly line of the R J THREE STAR tract, a distance of 25.00 feet to a 1/2" iron rod set with cap, stamped RDS. INC.;

Thence South 45 degrees 29 minutes 04 seconds East, leaving the said R J THREE STAR tract, a distance of 1231.68 feet to a 1/2" iron rod set with cap, stamped RDS. INC., said point being in the most Southeasterly line of the ADCOCK CONSTRUCTION tract 1, and the most Northeasterly line of the RICHARD SLAUGHTER BAUER tract, as recorded in Volume 5664, Page 210, said Deed Records;

Thence South 44 degrees 01 minutes 52 seconds West, along the said Northeasterly line of the RICHARD SLAUGHTER BAUER tract, and along the Southerly line of said ADCOCK CONSTRUCTION COMPANY tract, a distance of 25.00 feet to a 1/2" iron rod set with cap, stamped RDS. INC., said point being in the aforesaid Northeasterly line of the Dallas East Estates tract;

Thence North 45 degrees 29 minutes 04 seconds West, along the said Northeasterly line of Dallas East Estates, and generally along a meandering barb-wire fence, a distance of 1231.68 feet to the POINT OF BEGINNING, and containing 0.707 acres or 30,790.899 feet of land, more or less.

### Property Depiction



Kaufman County  
Laura Hughes  
County Clerk

EXHIBIT 7

Instrument Number: 2019-0015941

Billable Pages: 37  
Number of Pages: 38

FILED AND RECORDED - REAL RECORDS	CLERKS COMMENTS
On: 07/10/2019 at 10:18 AM	E-RECORDING
Document Number: 2019-0015941	
Receipt No: 19-14493	
Amount: \$ 170.00	County Clerks Memo Portions of this document not reproducible when recorded
Vol/Pg: V6067 P:74	



STATE OF TEXAS  
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me  
and was duly recorded in the Official Public Records of Kaufman County, Texas.

*Laura A. Hughes*

Laura Hughes, County Clerk

Recorded By: Maribel Vazquez, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED  
REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
FEDERAL LAW.

Record and Return To:

TITLE TRAIN LLC  
4702 ROWLETT RD., STE 100  
ROWLETT, TX 75088





## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed between Oak National Holdings, LLC ("Owner"), a Texas limited liability corporation, and the City of Mesquite, Texas ("City"), a Texas home-rule municipal corporation, effective as of <sup>June 13</sup> May 13, 2019 ("Effective Date"). Owner and City are sometimes individually referred to as a "Party" and collectively as the "Parties."

### ARTICLE I RECITALS

WHEREAS, Owner is the owner of the real property located in Kaufman County, Texas and described by metes and bounds on Exhibit A and depicted on Exhibit B (the "Property"); and

WHEREAS, Owner desires to develop the Property with the construction of approximately 250 single-family homes on one (1) acre tracts (the "Project"); and

WHEREAS, all of the Property is currently located partially within the City's extraterritorial jurisdiction ("ETJ") and partially within the ETJ of the City of Talty, Texas ("Talty"), a general law municipal corporation, but is not within the corporate limits or ETJ of any other municipality; and

WHEREAS, the Parties desire that the entirety of the Property be within the ETJ of the City; and

WHEREAS, the City and Talty are engaged in discussions to adjust ETJ boundaries such that Talty will release to the City that portion of the Property currently in the ETJ of Talty and the City will release to Talty other land area currently in the ETJ of the City; and

WHEREAS, if the City and Talty complete adjustment of their boundaries, the Parties intend for the entirety of the Property to be annexed into the City on or before January 31, 2020 and, pursuant to Section 212.172 of the Texas Local Government Code, be developed within the corporate limits of the City in accordance with this Agreement; and

WHEREAS, if the City and Talty do not complete adjustment of their boundaries, the Parties intend for the City have the right to annex that portion of the Property within the City's ETJ on or before January 31, 2020 and, pursuant to Section 212.172 of the Texas Local Government Code, be developed within the corporate limits of the City in accordance with this Agreement; and

WHEREAS, if the City and Talty do not complete adjustment of their ETJ boundaries and no portion of the Property is annexed into the corporate limits of the City by January 31, 2020, the Parties intend that, pursuant to Section 212.172 of the Texas Local Government Code, all parts of the Property within the City's ETJ shall be developed within the City's ETJ and subject to the City's exclusive jurisdiction to regulate subdivision plats in the ETJ pursuant to Section 242.001(a)(3) of the Texas Local Government Code and the applicable terms of this Agreement; and

WHEREAS, the Talty Special Utility District ("Talty SUD") holds the Certificate of Convenience and Necessity ("CCN") to provide retail water service to the Property; and

WHEREAS, the Parties desire for the City to provide retail water service to the Property and Owner consents to and supports efforts of the City to be the retail provider of water service to the Property; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to the City's general contracting authority and pursuant to Section 212.171 *et seq.* of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed to by the Parties, the Parties agree as follows:

## **ARTICLE II** **ETJ BOUNDARY ADJUSTMENT**

Owner consents to and will support the efforts of the City, at no cost to Owner, to complete an adjustment of ETJ boundaries with Talty that includes Talty releasing to the City that portion of the Property currently in the ETJ of Talty. Such support by Owner includes providing a letter of support from Owner for such boundary adjustment and Owner attending meetings as requested by City and such other reasonable actions City may request.

## **ARTICLE III** **ANNEXATION AND DEVELOPMENT MATTERS**

### **3.1 Consent to Full-Purpose Annexation.**

(a) Upon full execution of this Agreement, Owner consents to the City's full-purpose annexation of the Property, or portion thereof, into the City's corporate limits, which consent shall be irrevocable through and including 11:59 p.m. on January 31, 2020. Provided the City and Talty complete an adjustment of ETJ boundaries that results in the entirety of the Property being in City's ETJ, then the City shall have the right, but not the obligation, to full-purpose annex the entirety of the Property. Should City and Talty not complete the ETJ boundary adjustment, City has the right, but not the obligation, to full-purpose annex that portion of the Property in the City's ETJ. Accordingly, **OWNER AND ALL FUTURE OWNERS OF THE PROPERTY (INCLUDING END BUYERS) AND DEVELOPERS IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL-PURPOSE ANNEXATION OF THE PROPERTY, OR PORTION THEREOF, INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF OWNER AND ALL FUTURE OWNERS AND DEVELOPERS TO THE FULL-PURPOSE ANNEXATION OF THE PROPERTY AND THE IRREVOCABLE AND UNCONDITIONAL CONSENT OF THE OWNER TO THE CITY'S**

**ANNEXATION OF THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT. THIS COVENANT SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PRESENT AND FUTURE OWNERS AND DEVELOPERS.** For the purposes of this Agreement, an "End Buyer" is a purchaser of a fully developed and improved lot within the Property.

(b) Within one (1) business day of execution of this Agreement, Owner shall:  
(a) file in the deed records of Kaufman County, Texas Deed Restrictions (the "Restrictions") on the entirety of the Property in the form attached hereto as Exhibit C; and (b) provide City with a file-marked copy of the Restrictions. **The filing and recording of the Restrictions is a condition precedent to City's performance of any and all obligations of City contained in this Agreement.**

**3.2 Withdrawal of Consent to Full-Purpose Annexation.** If the City has not annexed the Property, or any portion thereof, into the City's corporate limits on or before 11:59 p.m. on January 31, 2020, then Owner and any future owner of the Property may withdraw the consent to the City's full-purpose annexation of the Property by providing City notice of such withdrawal by personal delivery as provided herein and terminating the Restrictions. Owner's consent to City's full-purpose annexation in Section 3.1 remains valid and binding until such time as City is notified by personal delivery of a withdrawal of consent. Any delivery occurring after 5:00 p.m. shall be considered received on the next business day.

**3.3 No End Buyer Transfers.** Owner covenants and agrees not to convey or otherwise transfer any interest in any part of the Property to an End Buyer on or before January 31, 2020.

**3.4 City Services.** Provided the Property, or a portion thereof, is annexed by City, Owner agrees to the provision of services by the City consistent with the terms of this Agreement and as will be set forth in an annexation service plan to which the Parties will mutually agree. The service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and the Owner. If the Property is not annexed by the City, City is not obligated to provide any services required by this Section 3.4 and the annexation service plan.

**3.5 Zoning of the Property.** Provided the Property, or a portion thereof, is annexed by the City, the City agrees to consider zoning the annexed Property as a planned development district that allows single-family development at a minimum density of one dwelling unit per net acre, is otherwise consistent with the Development Standards (hereinafter defined), and is in a form acceptable to Owner (collectively, the "**Proposed Zoning of the Property**"). Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to require the City to approve zoning of any portion of the Property.

**3.6 Development of the Property.**

(a) If the City annexes the Property, or portion thereof, and approves the Proposed Zoning of the Property, the Property may be developed in accordance the terms of this Agreement.

(b) Notwithstanding anything to the contrary in this Agreement, if the City annexes the Property, or portion thereof, but does not approve the Proposed Zoning of the Property with conditions acceptable to Owner, the Property may be developed in accordance with the Governing Regulations (hereinafter defined).

(c) Notwithstanding anything to the contrary in this Agreement, if the City does not annex the Property, or a portion thereof, the part of the Property within the City's ETJ may be developed in accordance with the Governing Regulations.

3.7 Mandatory Homeowners Association. If the Property, or portion thereof, is annexed into the City's corporate boundaries, Owner will create a mandatory homeowners association ("HOA"), which HOA shall be required to assess and collect from home owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, including but not limited to bar-ditches and culverts within any street right-of-way, screening walls, retaining walls, lake structures, stock ponds, parks, trails, entry way monuments, amenity center, and any other common improvements or appurtenances not maintained and operated by the City (the "HOA Maintained Improvements"). Common areas, including but not limited to all landscaped entrances to the Property and right-of-way landscaping, and all other HOA Maintained Improvements, shall be maintained solely by the HOA. Maintenance of the HOA Maintained Improvements shall comply with City Code provisions, ordinances, design standards, uniform and international building and construction codes, the Manual (hereinafter defined), and other policies duly adopted by the City, as they exist as of the Effective Date and that they may, from time to time, be amended (collectively "City Regulations") and shall be subject to oversight by the City. The documents creating the HOA shall empower the City to assess a maintenance fee for any and all HOA Maintained Improvement(s) in the event the HOA fails to accomplish its maintenance responsibility and in the event the Property is within the corporate boundaries of the City. Owner shall provide the City with a copy of the documents creating the HOA at the time Owner submits a final plat application that includes property governed by the association so that the City may confirm that the association will be responsible for maintenance of the HOA Maintained Improvements.

#### ARTICLE IV GOVERNING REGULATIONS

4.1 Governing Regulations. If the Property, or portion thereof, is annexed by the City, Development of the annexed Property shall be governed solely by the following regulations (collectively, the "Governing Regulations"):

(a) The Property will be developed in accordance with the Concept Plan attached hereto as Exhibit D ("Concept Plan"), as amended from time to time in accordance with this Agreement, which plan shall be considered a plan for development as provided for in Texas Local Government Code Section 245.002; and

(b) The Subdivision Regulations and City's Engineering Design Manual ("Manual") of the City in effect as of the Effective Date, except as modified herein;

(c) All City Regulations, other than the City's zoning ordinance, in effect as of the Effective Date, except as modified herein;

(d) The building codes in effect on the Effective Date (the "Building Codes");

(e) The development standards set forth on Exhibit E (the "Development Standards");

(f) Final plats for portions of the Property that are approved from time to time by the City in accordance with this Agreement (the "Approved Plats");

(g) Revisions to the Development Standards allowed by this Article IV;

(h) The Development Processes described in Article V;

(i) The Development Charges described in Article VI;

(j) The Public Infrastructure provisions of Article VII; and

(k) The Retail Utility Service provisions of Article VIII.

The Governing Regulations are exclusive, and no other ordinances, rules, regulations, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City after the Effective Date) apply to the development of the Property. Nothing in this section shall be construed to limit in any way the City's rights under Section 245.004 of the Texas Local Government Code.

**4.2 Development Standard Revisions.** The City Manager of the City may administratively approve the following "minor revisions" to the Development Standards: (a) an increase in the height of any structure by five percent (5%) or less; (b) a setback reduction of ten percent (10%) or less; (c) an increase in lot coverage of five percent (5%) or less; (d) a reduction in off-street parking of five percent (5%) or less; (e) and a reduction in density. The City Council may permit exceptions to strict compliance with the Development Standards when Owner demonstrates, to the reasonable satisfaction of the City Council, that the requested exception: (a) is not contrary to the public interest; (b) does not cause injury to adjacent property; and (c) does not materially adversely affect the quality of development.

#### **4.3 Conflicts**

(a) In the event of a conflict between this Agreement and any of the City Regulations (including the Subdivision Regulations), this Agreement shall control.

(b) In the event of any conflict between any of the Governing Regulations (other than an Approved Plat) and the Development Standards, the Development Standards shall control.

(c) In the event of any conflict between any Approved Plat and any of the other Governing Regulations, the Approved Plat shall control.



**ARTICLE V**  
**DEVELOPMENT PROCESSES**

5.1 **Applicability.** This article applies only to the development of the Property, or portion thereof, within the ETJ or corporate boundaries of the City. "Public Infrastructure" for the purposes of this Agreement shall mean water, wastewater, roads, drainage and other public infrastructure necessary and convenient for the development of the Property, but excluding any on-site sewage disposal systems and facilities ("OSSF") which shall be constructed and maintained in compliance with all rules and regulations of the State of Texas.

5.2 **Jurisdiction.** Pursuant to the authority of Section 242.001(a)(3), Texas Local Government Code, the City shall have and exercise exclusive jurisdiction over the review and approval of: (a) preliminary plats and final plats; (b) the design, construction, installation, and inspection of Public Infrastructure, except as modified by Article VIII of this Agreement; and (c) the construction and occupancy of structures. Kaufman County shall have and exercise no jurisdiction over such matters.

5.3 **Plat Approval.** Development of the Property shall require approval of preliminary plats and final plats by the City in accordance with the Subdivision Regulations, as modified by the Development Standards.

5.4 **Public Infrastructure.** Public Infrastructure shall be designed to comply with the Governing Regulations, and no construction or installation of Public Infrastructure shall begin until plans and specifications have been approved by the City or its designee in accordance with the Subdivision Regulations and Manual, as modified by the Development Standards, which approvals shall not be unreasonably delayed or withheld. All Public Infrastructure shall be constructed and installed in compliance with the Governing Regulations and shall be inspected to determine compliance. Inspections shall be performed by the City's Engineer or his or her designee.

5.5 **Building Permits.** No permanent structure intended for human occupancy (a "Structure") shall be constructed unless a building permit has been issued by the City's building official certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Standards. Except as otherwise provided below for model homes, no building permit may be issued for a Structure until completion of all Public Infrastructure that will serve the lot on which the Structure is being constructed. Building permits shall be issued for model homes prior to completion of construction of the Public Infrastructure that will serve the lot on which the model home is being constructed, but only after fire hydrants are in place and activated and paved fire lanes have been constructed to serve the lot on which the model home is being constructed; however, no model home may be sold to any End Buyer until a final plat has been recorded and the construction of all Public Infrastructure necessary to serve that lot has been completed and approved by City. No building permit may be issued to a builder that does not own land within the Property unless such builder agrees in writing to be bound by this Agreement, including but not limited to the consent to

full-purpose annexation provided in Section 3.1 above, and delivers a copy of such writing to the City Secretary.

5.6 Certificate of Substantial Completion. Except for model homes, no Structure may be occupied until a certificate of substantial completion has been issued by the City's building official certifying that the Structure has been constructed in compliance with the Governing Regulations. Model homes may be occupied for the sole purpose of sales and marketing and may not be used as a residence; however, no model home may be sold to or occupied by an End Buyer until a certificate of substantial completion has been issued.

5.7 Inspections by the City. The City shall have the right to inspect and enforce compliance and to stop work on the Public Infrastructure or any Structure by the issuance of a "stop-work order" if the City determines that any Public Infrastructure or any Structure is not being constructed in compliance with the Governing Regulations until the non-compliance is corrected. If any inspection conducted by the City determines that any Public Infrastructure or any Structure is not being constructed in compliance with the Governing Regulations, all costs and expenses paid or incurred by the City in exercising its rights under this section shall be paid by the contractor or builder, or by the owner of the property on which the work is being performed. Nothing in this section is intended to create any liability of the City to determine whether any Public Infrastructure or Structure is constructed in accordance with the Governing Regulations.

## ARTICLE VI DEVELOPMENT CHARGES

6.1 Applicability. This article applies only to the development of the Property, or portion thereof, within the ETJ or corporate boundaries of the City.

6.2 Impact Fees. In consideration of Owner's obligations in this Agreement, Owner will not be subject to the payment to the City of any impact fees or other capital recovery fees and charges of any kind, and the City shall not collect any impact fees from the Owner in connection with the Property.

6.3 No Park Fees. In consideration of the Owner's obligations in this Agreement and except to the extent that such matters are contained within the City's Inspection Fees (defined below), the City waives, relinquishes, and releases any right it might have under a current or future City ordinance or state law to: (a) assess, levy, or collect fees for park, recreation, and open space facilities and purposes in connection with the development of the Property; and (2) require one or more dedications of land for such purposes in lieu of assessing, levying, and collecting such fees for park recreation, and open space facilities.

6.4 Plan Review, Building Permit and Certificates of Substantial Completion. In consideration of Owner's obligations in this Agreement, Owner will be subject to the payment to the City for fifty percent (50%) of any fees for review of building permit applications, review of construction plans and certificates of substantial completion. All such fees shall be paid by the

builder performing the work or by the owner of the property on which the work is being performed.

6.5 Inspection Fees. In consideration of Owner's obligations in this Agreement, Owner will be subject to the payment to the City for fifty percent (50%) of inspection fees ("Inspection Fees") according to the fee schedule adopted by the City Council at the time of inspection. Inspection Fees shall be paid for by the Owner or the contractor performing the work or by the owner of the property on which the work is being performed.

## ARTICLE VII PUBLIC INFRASTRUCTURE

7.1 Public Infrastructure. Owner, at its sole cost, shall design, construct, and install all Public Infrastructure. The City shall have no obligation to pay for any Public Infrastructure. Owner shall not be required to construct or pay for off-site improvements or oversized improvements not expressly described in this Agreement or otherwise necessary to serve the development of the Property.

7.2 INDEMNIFICATION AND HOLD HARMLESS. OWNER (INCLUDING FOR PURPOSES HEREOF ANY SUCCESSOR THERETO OR ASSIGNEE THEREOF, INCLUDING, WITHOUT LIMITATION, A PURCHASER OF ANY PORTION OF THE PROPERTY) AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY FROM AND AGAINST ALL THIRD PARTY CLAIMS, SUITS, JUDGEMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OF OWNER IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURE, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED BY THE CITY REGULATIONS OR ANY OTHER GOVERNING REGULATIONS AND THAT ARE DEDICATED OR OTHERWISE CONVEYED TO THE CITY.

7.3 Maintenance Bond and Acceptance of Public Infrastructure. This section 7.3 is subject to modifications made in Article VIII of this Agreement. If the Property is annexed by the City, the City shall be the beneficiary of the required two-year maintenance bond the Owner shall provide for all Public Infrastructure. If the City finds that such Public Infrastructure has been completed in accordance with the final plans and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense other than those improvements that the HOA Maintained Improvements. If the Property is not annexed by the City, the City will not accept any Public Infrastructure and shall not be responsible for the maintenance or operation of any Public Infrastructure.

**ARTICLE VII**  
**RETAIL UTILITY SERVICE**

8.1 Retail Water Service. Talty SUD currently holds the CCN to provide retail water service to the Property. Owner consents to and will support efforts of the City to become the retail provider of water service to the Property at no cost to Owner. Such support by Owner includes providing a letter of support from Owner and Owner attending meetings as requested by City and such other reasonable actions City may request. In the event City does not become the retail provider of water service to the Property, City shall have no obligation to provide water service to the Property.

8.2 Temporary Water Service. The Parties agree and understand there may be a period of time during which it may be necessary that the Property be served by Talty SUD. The Parties agree to cooperate in facilitating any such temporary service by Talty SUD with the objective of the City eventually becoming the retail water service provider to the Property.

8.3 Water Utility Infrastructure. All water utility infrastructure constructed on the Property shall conform to City Regulations or applicable Talty SUD regulations, whichever are more stringent, unless a variance is obtained in accordance with corresponding City Regulations or Talty SUD regulations.

8.4 Maintenance Bond and Acceptance of Water Service Public Infrastructure. If Talty SUD is the initial retail water service provider to the Property, Owner agrees that Talty SUD shall be the beneficiary of a required and assignable two-year maintenance bond the Owner shall provide for all water service Public Infrastructure. In such event, Talty SUD and City may determine whether such water service Public Infrastructure has been completed in accordance with the final plans and specifications approved by the City and Talty SUD (or any modifications thereof approved by the City and Talty SUD), and in accordance with all other applicable laws, City Regulations and Talty SUD regulations (whichever are the more stringent), and Talty SUD may accept the same whereupon ownership of such improvements shall be transferred to Talty SUD and be operated and maintained by Talty SUD at its sole expense. The Parties agree and understand that if the Property, or portion thereof, is annexed by the City, it is the intent of the Parties that City will eventually take ownership of the water service Public Infrastructure in the annexed Property.

**ARTICLE VIII**  
**CONSTRUCTION PROPERTY SALES TAX**

9.1 Owner shall use reasonable efforts to cause the purchase of Construction Property to be situated in the City for sales tax purposes. "Construction Property" means any materials and/or taxable services purchased by Owner, builder or a designee for construction of improvements on the Property.

**ARTICLE X**  
**TERM OF AGREEMENT**

10.1 The term of this Agreement shall be 15 years after the Effective Date (the "Term"), unless extended or shortened by mutual written agreement of the Parties. The Term shall not be affected by any full-purpose annexation of the Property, or portion thereof, by the City.

**ARTICLE XI**  
**EVENTS OF DEFAULT; REMEDIES**

11.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party is given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged is given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within five (5) business days after it is due.

11.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall:

(a) entitle the aggrieved Party to terminate this Agreement; or

(b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract); or

(c) adversely affect or impair an obligation of the City to provide water or any other service to any developed portion of the Property, or to any undeveloped portion of the Property unless the undeveloped portion of the Property is the subject of the default;  
or

(d) entitle the aggrieved Party to seek or recover monetary damages of any kind;  
or

(e) limit the Term of this Agreement.



11.3 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

(a) The City waives its governmental immunity from suit as to any action brought by a Party to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses, or immunities that the City has with respect to suits against the City by persons or entities other than a Party to this Agreement nor shall this Article or Agreement be construed to waive any immunities, whether governmental, sovereign, legislative, official, qualified or otherwise, except as clearly set forth in this section.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

## ARTICLE XII ASSIGNMENT AND ENCUMBRANCE

12.1 Assignment by Owner to Successor Owners. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. Owner has the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") (a) without City consent, but with Notice to the City, if the Assignee is a lienholder or an affiliate or related entity of Owner; or (b) with the City Manager's prior written consent (which consent shall not be unreasonably withheld if the Assignee demonstrates financial ability to perform), if to any other person or entity. If the City Manager fails to provide the Owner or Assignee with a written objection to an assignment request within thirty (30) days of receiving a request pursuant to clause (b), then the assignment shall automatically be deemed approved by the City. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such assignment. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

12.2 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of Owner.

12.3 Encumbrance by Owner and Assignees. Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

12.4 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

12.5 Assignees as Parties. An Assignee shall be considered a "Party" for the purposes of this Agreement.

### **ARTICLE XIII** **RECORDATION, RELEASES AND ESTOPPEL CERTIFICATES**

13.1 Binding Obligations. Pursuant to the requirements of Section 212.172(c)(4) of the Texas Local Government Code, this Agreement and all amendments hereto (including amendments to the Concept Plan) shall be recorded in the deed records of Kaufman County. In addition, all assignments to this Agreement shall be recorded in the deed records of Kaufman County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to any End Buyer except for annexation, land use and development regulations that apply to specific lots.

13.2 Estoppel Certificates. From time to time upon written request of Owner, the City Manager shall execute a written estoppel certificate identifying any obligations of the Parties under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, the Parties are in compliance with their duties and obligations under this Agreement.

#### ARTICLE XIV ADDITIONAL PROVISIONS

14.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

14.2 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the fifth (5<sup>th</sup>) business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail. Notices by E-mail are not permitted. Notices given pursuant to this section shall be addressed as follows, provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least fifteen (15) days prior written notice of such change of address in the manner set forth herein:

To the City:

By Mail

Attn: City Manager  
City of Mesquite, Texas  
P.O. Box 850137  
Mesquite, Texas 75185-0137

By Personal Delivery

Attn: City Manager  
City of Mesquite, Texas  
1515 North Galloway Avenue  
Mesquite, Texas 75149

With copy to: By Mail  
Attn: City Attorney  
City of Mesquite, Texas  
P.O. Box 850137  
Mesquite, Texas 75185-0137

By Personal Delivery  
Attn: City Attorney  
City of Mesquite, Texas  
1515 North Galloway Avenue  
Mesquite, Texas 75149

To Owner: By Mail and Personal Delivery  
Kevin Webb  
5763 S. State Highway 205  
Rockwall, Texas 75032

With copy to: By Mail  
Arthur J. Anderson  
Winstead PC  
2728 N. Harwood Street  
Dallas, Texas 75201

14.3 Reservation of Vested Rights. This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended. Owner does not, by entering into this Agreement, waive (and Owner expressly reserves) any right that Owner may now or hereafter have with respect to any claim of "vested" or "protected" development or other property rights arising from Chapters 43 or 245, Texas Local Government Code, as amended, or otherwise arising from common law or other state or federal law.

14.4 Expiration of Permits.

(a) Any permit secured pursuant to this Agreement, but excluding this Agreement so far as it constitutes a permit, shall expire two years from the date it is issued if no progress has been made toward completion of the Project, as provided by Section 245.005(c) of Chapter 245 of the Local Government Code. In the event the permit expires, neither the Owner nor any person authorized by the Owner shall perform any work for which the permit was originally issued without filing a new permit application and complying with the City Regulations in effect on the date of application as permitted bylaw.

(b) The Project shall expire five years from the Effective Date if no progress has been made towards completion of the Project, as provided by Section 245.005(c) of

Chapter 245 of the Local Government Code. In the event the Project expires, neither the Owner nor any person authorized by the Owner shall perform any work on the Project without filing a new permit application and complying with the City Regulations in effect on the date of application as permitted by law.

14.4 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

14.5 Authority and Enforceability. The City represents and warrants that this Agreement has been duly adopted by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner and that the individual executing this Agreement on behalf of Owner has been duly authorized to do so.

14.6 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement, including all Exhibits to this Agreement, shall not be modified, amended or otherwise varied except in writing signed by the Parties expressly amending the terms of this Agreement.

14.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, Owner does not own any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that Owner does then own or thereafter acquires.

14.8 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Kaufman County. Exclusive venue for any action to enforce or construe this Agreement shall be in the state courts of appropriate jurisdiction of Kaufman County.



14.9 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

14.10 Legislative Discretion. Nothing contained in this Agreement shall be construed as creating a contractual obligation that controls, waives or supplants the City Council's legislative discretion.

14.11 No Third Party Beneficiaries. Except as otherwise provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End Buyer is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

14.12 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Notwithstanding the foregoing, a force majeure does not include any financial or economic hardship, changes in market or economic conditions, or insufficiency of funds.

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

14.14 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as reasonably may be requested to effectuate the terms of this Agreement and achieve the intent of the Parties. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

14.15 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereafter adopted, this Agreement shall control.

14.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

14.17 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, or of partnership, joint venture or any association whatsoever between any one or more of the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

14.18 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

17.16 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Deed Restriction
ExhibitD	Concept Plan
ExhibitE	Development Standards

[REMAINDER OF P AGE INTENTIONALLY LEFT BLANK]

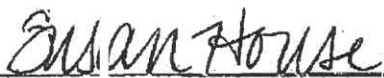
Executed by Owner and the City to be effective on the Effective Date.

CITY OF MESQUITE, TEXAS

Date: May 24, 2019

  
Cliff Keheley, City Manager

ATTEST:

  
for City Secretary

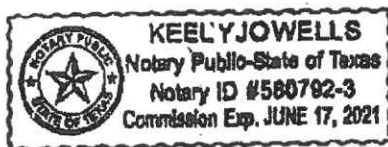
APPROVED AS TO FORM:

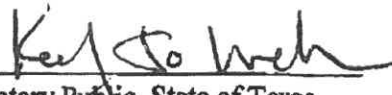
  
City Attorney

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24 day of May, 2019 by Cliff Keheley, City Manager of the City of Mesquite, Texas, on behalf of said city.



  
Notary Public, State of Texas

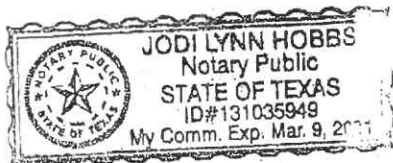
OAK NATIONAL HOLDINGS, LLC

Date: 6/28/19

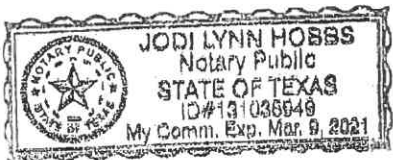
By: [Signature]  
Name: Kevin Webb  
Title:

STATE OF TEXAS §  
COUNTY OF Rockwall §

This instrument was acknowledged before me on the 28 day of May, 2019 by Kevin Webb, VP of Legal of Oak National Holdings, LLC, on behalf of said Oak National Holdings, LLC.



[Signature]  
Notary Public, State of Texas



***EXHIBIT A***

***Mets and Bounds Description of the Property***





**WARREN SURVEYING**  
16339 F.M. RD. 849  
LINDALE, TEXAS 75771  
OFFICE: 903-882-3605 FAX: 903-882-7122  
EMAIL: [wwarren@suddenlink.net](mailto:wwarren@suddenlink.net)

**363.225 ACRE TRACT  
PAGE 1 OF 3**

All that certain lot, tract or parcel of land within the J. Moore Survey, Abstract No. 309, Kaufman County, Texas, and being part of that tract of land in Distribution Deed from Anella Slaughter Bauer, (the "decedent"), Carrol W. Phillips and Richard Blake Rogers, Co-Executors to Richard Slaughter Bauer and recorded in Volume 2674 on Page 243 of the Official Public Records of Kaufman County, Texas, and this 363.225 acre tract being more fully described as follows:

BEGINNING at a 5/8" Iron Rod found at the base of a 4" concrete right-of-way monument, for the East corner of this 363.225 acre tract and being in the Southwest right-of-way of F.M. Road 2932, (100' wide right-of-way) also being the North corner of a called 313-1/2 acre tract (First Tract) in Deed to A.J. Layden, Jr., and Mary Ann Layden, Co-Trustees of the Layden Land Trusts and recorded in Volume 1073 on Page 231;

THENCE South 45 deg. 39 min. 55 sec. West, a distance of 956.71 feet, with the division line of said tracts, to a Nail set in fence;

THENCE South 44 deg. 37 min. 59 sec. West, a distance of 348.24 feet, with the division line of said tracts, to a Nail set in fence;

THENCE South 45 deg. 24 min. 37 sec. West, a distance of 1,658.90 feet, with the division line of said tracts, to a Nail set in fence;

THENCE South 45 deg. 33 min. 57 sec. West, a distance of 349.52 feet, with the division line of said tracts, to a Nail set in fence;

THENCE South 45 deg. 01 min. 12 sec. West, a distance of 499.74 feet, with the division line of said tracts, to a Nail set in fence;

THENCE South 44 deg. 48 min. 08 sec. West, a distance of 283.98 feet, with the division line of said tracts, to a Nail set in fence;

THENCE South 44 deg. 02 min. 07 sec. West, a distance of 293.96 feet, with the Southeast line of same and Northwest line of said 313-1/2 acre tract, to an X-Tie Fence corner found for the South corner of said 363.225 acre tract;

THENCE North 45 deg. 50 min. 17 sec. West, a distance of 292.04 feet, to a fence corner found for a reentrant corner of said 363.225 acre tract;



**WARREN SURVEYING**  
16339 F.M. RD. 849  
LINDALE, TEXAS 75771  
OFFICE: 903-882-3605 FAX: 903-882-7122  
EMAIL: [wwarren@suddenlink.net](mailto:wwarren@suddenlink.net)

**363.225 ACRE TRACT**  
**PAGE 2 OF 3**

THENCE South 49 deg. 07 min. 57 sec. West, a distance of 19.36 feet, to a fence corner found for a reentrant corner of said 363.225 acre tract and being in the Northeast line of a called 52 acre tract (Second Tract) in Deed to A.J. Layden, Jr., and Mary Ann Layden, Co-Trustees of the Layden Land Trusts and recorded in Volume 1073 on Page 231

THENCE North 45 deg. 43 min. 39 sec. West, a distance of 882.60 feet, with the division line of said tracts, to a 5/8" Iron Rod found for the East corner of Lot 32 of Dallas East Estates as shown for record in Cabinet 1, Envelope 94 of the Plat Records;

THENCE North 44 deg. 29 min. 20 sec. West, a distance of 543.00 feet, to a 2" Iron Pipe found for the East corner of Lot 1 of said Dallas East Estates;

THENCE North 44 deg. 26 min. 26 sec. West, a distance of 1,858.02 feet, with the Southwest line of said 363.225 acre tract and Northeast line of Dallas East Estates to a 1/2" Iron Rod found for the West corner of said 363.225 acre tract and the North corner of Lot 21 of Dallas East Estates, and in the South right-of-way of Lake Street (40' right-of-way);

THENCE North 44 deg. 52 min. 04 sec. East, a distance of 4,402.08 feet, with the Northwest line of said 363.225 acre tract and the Southeast right-of-way of Lake Street and Southeast line of a called 50 acre tract in Deed to Preston W. Henderson, III, in Volume 1245 on Page 781, to a 3/8" Iron Rod found for the North corner of this 363.225 acre tract and East corner of said 50 acre tract, also being in the Southwest right-of-way of F.M. Road 2932;

THENCE South 45 deg. 24 min. 17 sec. East, a distance of 181.90 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

THENCE South 44 deg. 48 min. 24 sec. East, a distance of 700.75 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

THENCE South 45 deg. 01 min. 28 sec. East, a distance of 2,100.81 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

THENCE South 45 deg. 04 min. 22 sec. East, a distance of 622.00 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to the POINT OF BEGINNING AND CONTAINING 363.255 ACRES OF LAND.



# WARREN SURVEYING

16339 F.M. RD. 849

LINDALE, TEXAS 75771

OFFICE: 903-882-3605 FAX: 903-882-7122

EMAIL: [wwarren@suddenlink.net](mailto:wwarren@suddenlink.net)

363.225 ACRE TRACT  
PAGE 3 OF 3

See Map 8183A prepared in conjunction with these field notes. The bearings hereon were derived from TOPCON G.P.S. equipment and oriented to True North. I, Willie H. Warren, Jr., do hereby state that the above field notes were prepared from a survey made under my supervision during the month of September, 2014 and December, 2015.

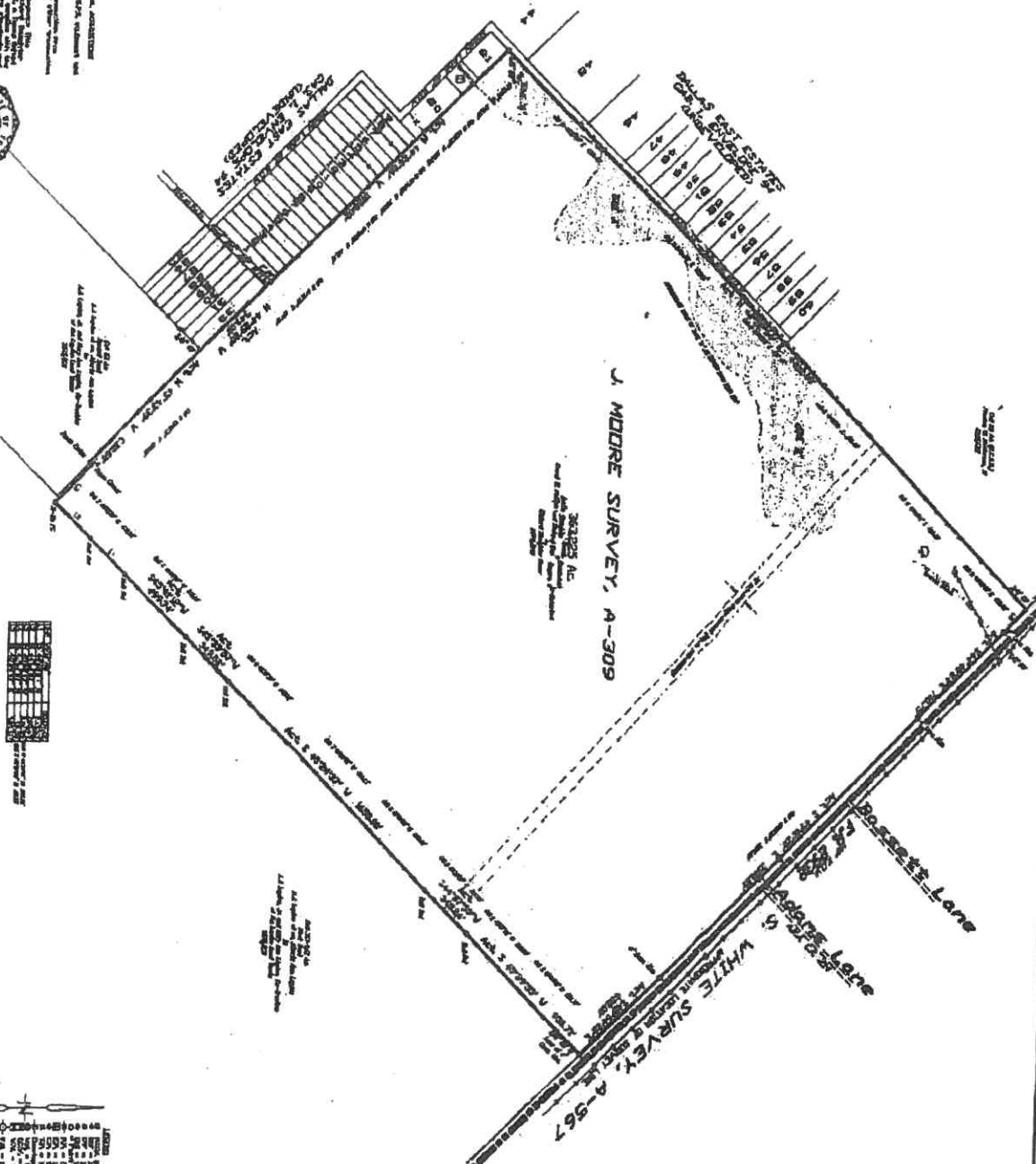
GIVEN UNDER MY HAND & SEAL, this the 2nd day of December, 2015.

Willie H. Warren, Jr.  
Registered Professional Land Surveyor  
State of Texas No. 4038



***EXHIBIT B***

***Depiction of the Property***



8183A

REMARKS	
DATE	QUANTITY
10/1/78	100 LBS
10/2/78	100 LBS
10/3/78	100 LBS
10/4/78	100 LBS
10/5/78	100 LBS
10/6/78	100 LBS
10/7/78	100 LBS
10/8/78	100 LBS
10/9/78	100 LBS
10/10/78	100 LBS
10/11/78	100 LBS
10/12/78	100 LBS
10/13/78	100 LBS
10/14/78	100 LBS
10/15/78	100 LBS
10/16/78	100 LBS
10/17/78	100 LBS
10/18/78	100 LBS
10/19/78	100 LBS
10/20/78	100 LBS
10/21/78	100 LBS
10/22/78	100 LBS
10/23/78	100 LBS
10/24/78	100 LBS
10/25/78	100 LBS
10/26/78	100 LBS
10/27/78	100 LBS
10/28/78	100 LBS
10/29/78	100 LBS
10/30/78	100 LBS
10/31/78	100 LBS

CHARGE NO. 100-1-1000

PLAT OF SURVEY  
CALLED 863.737 ACRES  
J. MOORE SURVEY, A-309  
KAUFMAN COUNTY, TEXAS  
SCALE 1" = 400'



WARREN SURVEYING

ALICE FAN IN THE  
LARGE, IN THE  
STATIONARY AND THE FIGHTING AND THE  
AND THE FIGHTING AND THE

RECORD NO.	
DATE REC.	RRL
CHECKED BY	
DATE	8-16-2014
PLACED IN	Y <sup>1</sup> - 6287



**EXHIBIT C**

**DEED RESTRICTIONS**

**DEED RESTRICTIONS AND PETITION FOR VOLUNARY ANNEXATION**

**THE STATE OF TEXAS §**

**§ KNOWN ALL PERSONS THESE PRESENT:**

**COUNTY OF KAUFMAN §**

**I.**

The undersigned Oak National Holdings, LLC ("Owner") is the owner of real property generally described as **LOT 1, BLOCK 1, OAK NATIONAL HOLDINGS, LLC SUBDIVISION**, and more particularly described in Exhibit 1 to these Deed Restrictions ("Restrictions") and incorporated herein by reference (the "Property").

**II.**

The following definitions apply to these Deed Restrictions:

- A. "End Buyer" shall mean a purchaser of a fully developed and improved lot within the Property.
- B. "City" shall mean the City of Mesquite, Texas.

**III.**

Owner does hereby impress all of the Property with the following Restrictions, to wit:

**OWNER AND ALL FUTURE OWNERS OF THE PROPERTY (INCLUDING END BUYERS) AND DEVELOPERS IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL-PURPOSE ANNEXATION OF THE PROPERTY, OR ANY PORTION THEREOF, INTO THE CORPORATE LIMITS OF THE CITY AND WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF OWNER AND ALL FUTURE OWNERS AND DEVELOPERS TO THE FULL-PURPOSE ANNEXATION OF THE PROPERTY AND THE IRREVOCABLE AND UNCONDITIONAL CONSENT OF THE OWNER TO THE CITY'S ANNEXATION OF THE PROPERTY. THIS COVENANT SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PRESENT AND FUTURE OWNERS AND DEVELOPERS.**

**IV.**

These Restrictions shall continue in full force and effect from the date of execution until amended or terminated in the manner specified in this document.

**V.**

These Restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

**VI.**

Owner agrees that these Restrictions inure to the benefit of the City. Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against any person violating or attempting to violate these Restrictions, either to enforce the Restrictions, prevent a violation of the Restrictions or to require correction of a violation of the Restrictions. If the City substantially prevails in a legal proceeding to enforce these Restrictions, Owner agrees the City shall be entitled to recover reasonable attorneys' fees and court costs from the party violating the Restrictions. For further remedy, Owner agrees that the City may withhold any certificate of substantial completion, certificate of occupancy or final inspection necessary for the lawful use of the Property until these Restrictions are complied with by the party violating the Restrictions. The right of the City to enforce these Restrictions shall not be waived, expressly or otherwise.

**VII.**

**OWNER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM AND AGAINST ALL CLAIMS OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE PROVISIONS OF THIS DOCUMENT.**

**VIII.**

The provisions of this document are hereby declared covenants running with the land and are binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof, including but not limited to builders, developers and End Buyers. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document.

**IX.**

The Owner understands and agrees that this document shall be governed by the laws of the State of Texas.

**X.**

The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED on this the 28 day of June, 2019.

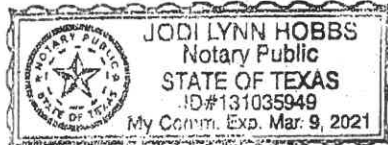
OAK NATIONAL HOLDINGS, LLC

Date: 6/28/19

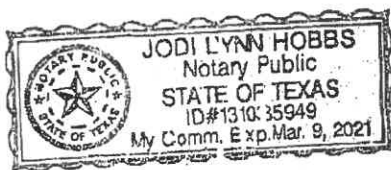
By: [Signature]  
Name: Kevin Webb  
Title:

STATE OF TEXAS                   §  
  §  
COUNTY OF Rockwall       §

This instrument was acknowledged before me on the 28<sup>th</sup> day of June, 2019 by Kevin Webb, VP of Land of Oak National Holdings, LLC, on behalf of said Oak National Holdings, LLC.



[Signature]  
Notary Public, State of Texas



***EXHIBIT 1 TO DEED RESTRICTIONS  
PROPERTY DESCRIPTION***



**WARREN SURVEYING**  
16339 F.M. RD. 849  
LINDALE, TEXAS 75771  
OFFICE: 903-882-3605 FAX: 903-882-7122  
EMAIL: [wwarren@suddenlink.net](mailto:wwarren@suddenlink.net)

**363.225 ACRE TRACT  
PAGE 1 OF 3**

All that certain lot, tract or parcel of land within the J. Moore Survey, Abstract No. 309, Kaufman County, Texas, and being part of that tract of land in Distribution Deed from Anella Slaughter Bauer, (the "decendent"), Carrol W. Phillips and Richard Blake Rogers, Co-Executors to Richard Slaughter Bauer and recorded in Volume 2674 on Page 243 of the Official Public Records of Kaufman County, Texas, and this 363.225 acre tract being more fully described as follows:

**BEGINNING** at a 5/8" Iron Rod found at the base of a 4" concrete right-of-way monument, for the East corner of this 363.225 acre tract and being in the Southwest right-of-way of F.M. Road 2932, (100' wide right-of-way) also being the North corner of a called 313-1/2 acre tract (First Tract) in Deed to A.J. Layden, Jr., and Mary Ann Layden, Co-Trustees of the Layden Land Trusts and recorded in Volume 1073 on Page 231;

**THENCE** South 45 deg. 39 min. 55 sec. West, a distance of 956.71 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 44 deg. 37 min. 59 sec. West, a distance of 348.24 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 45 deg. 24 min. 37 sec. West, a distance of 1,658.90 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 45 deg. 33 min. 57 sec. West, a distance of 349.52 feet, with the division line of said tracts, to a Nail set in fence;

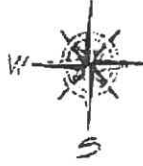
**THENCE** South 45 deg. 01 min. 12 sec. West, a distance of 499.74 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 44 deg. 48 min. 08 sec. West, a distance of 283.98 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 44 deg. 02 min. 07 sec. West, a distance of 293.96 feet, with the Southeast line of same and Northwest line of said 313-1/2 acre tract, to an X-Tie Fence corner found for the South corner of said 363.225 acre tract;

**THENCE** North 45 deg. 50 min. 17 sec. West, a distance of 292.04 feet, to a fence corner found for a reentrant corner of said 363.225 acre tract;





## WARREN SURVEYING

16339 F.M. RD. 849

LINDALE, TEXAS 75771

OFFICE: 903-882-3605 FAX: 903-882-7122

EMAIL: [wwarren@suddenlink.net](mailto:wwarren@suddenlink.net)

### 363.225 ACRE TRACT PAGE 2 OF 3

THENCE South 49 deg. 07 min. 57 sec. West, a distance of 19.36 feet, to a fence corner found for a reentrant corner of said 363.225 acre tract and being in the Northeast line of a called 52 acre tract (Second Tract) in Deed to A.J. Layden, Jr., and Mary Ann Layden, Co-Trustees of the Layden Land Trusts and recorded in Volume 1073 on Page 231

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THENCE North 44 deg. 52 min. 04 sec. East, a distance of 4,402.08 feet, with the Northwest line of said 363.225 acre tract and the Southeast right-of-way of Lake Street and Southeast line of a called 50 acre tract in Deed to Preston W. Henderson, III, in Volume 1245 on Page 781, to a 3/8" Iron Rod found for the North corner of this 363.225 acre tract and East corner of said 50 acre tract, also being in the Southwest right-of-way of F.M. Road 2932;

THENCE South 45 deg. 24 min. 17 sec. East, a distance of 181.90 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

THENCE South 44 deg. 48 min. 24 sec. East, a distance of 700.75 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

THENCE South 45 deg. 01 min. 28 sec. East, a distance of 2,100.81 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

THENCE South 45 deg. 04 min. 22 sec. East, a distance of 622.00 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to the POINT OF BEGINNING AND CONTAINING 363.225 ACRES OF LAND.



# **WARREN SURVEYING**

16339 F.M. RD. 849

LINDALE, TEXAS 75771

OFFICE: 903-882-3605 FAX: 903-882-7122

EMAIL: [wwarren@suddenlink.net](mailto:wwarren@suddenlink.net)

363.225 ACRE TRACT  
PAGE 3 OF 3

See Map 8183A prepared in conjunction with these field notes. The bearings hereon were derived from TOPCON G.P.S. equipment and oriented to True North. I, Willie H. Warren, Jr., do hereby state that the above field notes were prepared from a survey made under my supervision during the month of September, 2014 and December, 2015.  
GIVEN UNDER MY HAND & SEAL, this the 2nd day of December, 2015.

A handwritten signature in cursive script that reads "Willie H. Warren, Jr.".

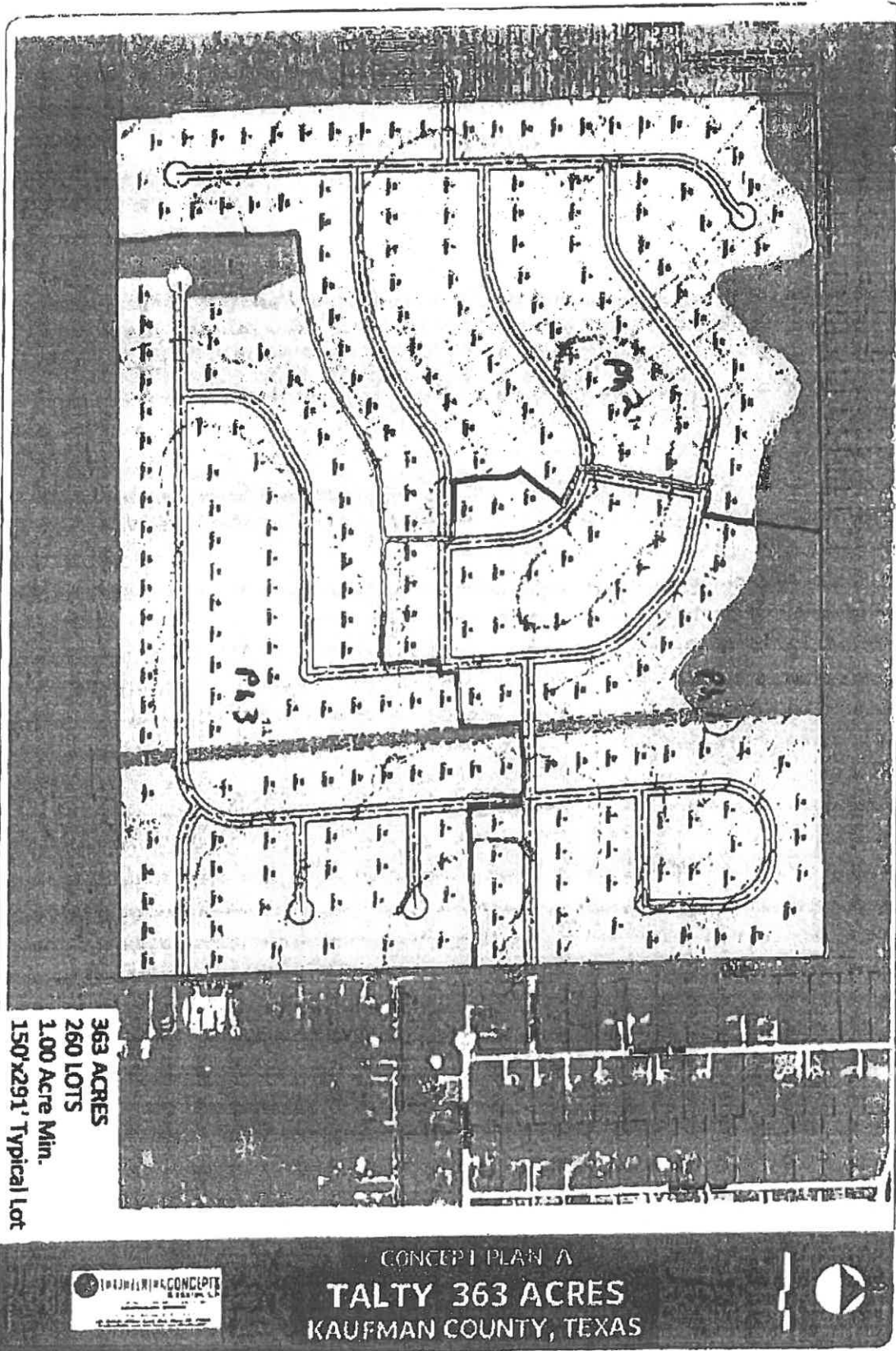
Willie H. Warren, Jr.

Registered Professional Land Surveyor

State of Texas No. 4038



***EXHIBIT D***  
***CONCEPT PLAN***



## EXHIBITE

### Development Standards

The following Development Standards shall apply to the development of the Property:

1. The minimum lot size shall be one acre. The minimum lot width shall be 100 feet, and shall be measured at the minimum front yard building setback line.) The minimum lot depth shall be 200 feet. The determination of the minimum lot area may include areas contained within easements (utility, drainage, or otherwise) located within the boundaries of a platted lot. The minimum front yard building setback shall be 40 feet, measured from the front lot line. The minimum side yard building setback shall be 20 feet, measured from the side lot lines. The minimum rear yard building setback shall be 30 feet, measured from the rear lot line. No corner lot shall be considered to have two front yards. For lots adjacent to floodplain or easement boundaries, the front yard setback may be reduced to 30 feet and the rear yard setback to 20 feet.
2. The street section shall be a rural street section with side ditches, with a 26-foot wide six-inch concrete pavement section with a thickened edge, on 28-foot wide six-inch lime stabilized subgrade within a 50-foot wide right-of-way. Streets shall be 4,000 psi concrete, reinforced with No. 4 reinforcing steel at 18-inch centers (both ways). Alleys and sidewalks shall not be required.
3. In accordance with the 2015 International Fire Code with amendments, turnarounds are required for all dead-end access roads having a length of 151 feet to 500 feet and all dead-end access roads having a length of 501 feet to 750 feet. The turnarounds required are either a 120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac. A dead-end access road greater than 750 feet requires special approval. In accordance with the 2015 International Fire Code with amendments, there shall be no more than 30 dwelling units constructed on a dead-end street.
4. There shall be no maximum or minimum block length.
5. Screening of lots backing to FM 2932 shall consist of a decorative metal fence and a minimum ten-foot wide landscaped buffer. A conceptual screening detail shall be submitted with the preliminary plat application. Wood fences shall be prohibited within an Atmos gas easement.
6. Sewer service to each residence may be provided by installing a septic system. Effluent shall not be sprayed into utility easements. Septic systems shall not be installed within the 100-year floodplain.
7. Improvements (or escrows in lieu of improvement) to perimeter streets shall not be required. Dedication of one-half of the right-of-way necessary to widen FM 2932 to a width of 120-feet is required.
8. Owner agrees to provide a drainage plan to the City for approval identifying the 100-year fully developed flood plain in the subdivision. Owner shall design all drainage in the

subdivision including bar-ditches and lot to lot drainage for a 100-year event and shall submit such plan to the City for approval. The study of the 100-year fully developed floodplain shall not be submitted to any other jurisdictional authority, including the Federal Emergency Management Agency (FEMA) and therefore is not intended to revise the existing 100-year floodplain as depicted on the FEMA Flood Insurance Rate Maps. For purposes of this Development Agreement the 100-year fully developed floodplain study is defined as follows: A hydrologic analysis of the 100-year storm event which includes existing land uses where developed and rural residential land use where undeveloped upstream of the subdivision and within the subdivision includes the use of bar ditches, lot-to-lot drainage, and any proposed detention with the subsequent hydraulic analysis of the drainage conveyance courses which affect area within or immediately adjacent to the subdivision.

9. Platted lots may contain areas located within a 100-year floodplain as long as no permanent structures are constructed within the 100-year fully developed floodplain. All structures shall be constructed such that the lowest living area finished floor elevation, including any basement, is 2-feet or more above the 100-year fully developed floodplain. See paragraph 8 above for the definition of the 100-year fully-developed floodplain.
10. Compliance with City landscaping and tree preservation requirements shall not be required.
11. All dwellings shall be constructed with an exterior of at least 90% brick, stone and stucco. The 90% brick, stone and stucco requirement shall not apply to any portion of the façade at or above the roof.
12. Owner shall submit for approval by the City and install entry features identifying the subdivision at all entrances to the subdivision along FM 2932. Entry features shall be landscaped in a manner consistent with landscape buffer along FM 2932 and shall be maintained by the HOA.
13. Owner shall phase construction of infrastructure and lots to allow for a second point of access from FM 2932 prior to the construction of the 31st structure within the development including model homes.





Kaufman County  
Laura Hughes  
County Clerk

EXHIBIT 8

Instrument Number: 2020-0001048

Billable Pages: 5  
Number of Pages: 6

FILED AND RECORDED - REAL RECORDS	CLERKS COMMENTS
<b>On:</b> 01/13/2020 at 01:42 PM	MAILBACK
<b>Document Number:</b> 2020-0001048	
<b>Receipt No:</b> 20-1034	
<b>Amount:</b> \$ 42.00	
<b>Vol/Pg:</b> V:6268 P:189	



STATE OF TEXAS  
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me  
and was duly recorded in the Official Public Records of Kaufman County, Texas.

*Laura A. Hughes*

Laura Hughes, County Clerk

Recorded By: Jennifer Holbrook, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED  
REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
FEDERAL LAW.

**Record and Return To:**

CITY OF MESQUITE  
PO BOX 850137  
MESQUITE, TX 75185



**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("First Amendment") is made by and between the **City of Mesquite, Texas**, a Texas home-rule municipality (the "City"), and **Oak National Holdings, LLC**, a Texas limited liability company (the "Owner") to be effective January 6, 2020 (the "Effective Date").

RECITALS:

**WHEREAS**, the City and Owner are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

**WHEREAS**, the City and Owner entered into that certain Development Agreement dated effective June 28, 2019 (the "Agreement"), as approved by the City Council on May 20, 2019 by Resolution No. 39-2019, relating to the development of certain real property located southwest of FM 2932 and southeast of Griffin Lane in Kaufman County, Texas owned by Owner (the "Property"); and

**WHEREAS**, the Parties desire to amend certain provisions of Article III of the Agreement to extend the time in which the City has to annex the Property, and the corresponding time in which the Owner or any future owner of the Property may withdraw the consent to the City's annexation of the Property; and

**WHEREAS**, the recitals contained in this First Amendment: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this First Amendment; and (c) reflect the final intent of the Parties with regard to the subject matter of this First Amendment; and

**WHEREAS**, the Parties acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Agreement remain in full force and effect.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this First Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

1. Defined Terms. All capitalized terms used in this First Amendment, to the extent not otherwise expressly defined herein, shall have the meanings ascribed to them in the Agreement.

2. The Agreement shall be amended by deleting the original Section 3.1(a) of the Agreement, titled "Consent to Full-Purpose Annexation," and replacing Section 3.1(a) of the Agreement with the following:

"3.1 Consent to Full-Purpose Annexation.

(a) Upon full execution of this First Amendment, Owner consents to the City's full-purpose annexation of the Property, or portion thereof, into the City's corporate

limits, which consent shall be irrevocable through and including 11:59 p.m. on June 1, 2020. Provided the City and Talty complete an adjustment of ETJ boundaries that results in the entirety of the Property being in City's ETJ, then the City shall have the right, but not the obligation, to full-purpose annex the entirety of the Property. Should City and Talty not complete the ETJ boundary adjustment, City has the right, but not the obligation, to full-purpose annex that portion of the Property in the City's ETJ. Accordingly, **OWNER AND ALL FUTURE OWNERS OF THE PROPERTY (INCLUDING END BUYERS) AND DEVELOPERS IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL-PURPOSE ANNEXATION OF THE PROPERTY, OR PORTION THEREOF, INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF OWNER AND ALL FUTURE OWNERS AND DEVELOPERS TO THE FULL-PURPOSE ANNEXATION OF THE PROPERTY AND THE IRREVOCABLE AND UNCONDITIONAL CONSENT OF THE OWNER TO THE CITY'S ANNEXATION OF THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT. THIS COVENANT SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PRESENT AND FUTURE OWNERS AND DEVELOPERS.** For the purposes of this Agreement, an "End Buyer" is a purchaser of a fully developed and improved lot within the Property."

3. The Agreement shall be amended by deleting the original Section 3.2 of the Agreement, titled "Withdrawal of Consent to Full-Purpose Annexation," and replacing Section 3.2 of the Agreement with the following:

"3.2 Withdrawal of Consent to Full-Purpose Annexation. If the City has not annexed the Property, or any portion thereof, into the City's corporate limits on or before 11:59 p.m. on June 1, 2020, then Owner and any future owner of the Property may withdraw the consent to the City's full-purpose annexation of the Property by providing City notice of such withdrawal by personal delivery as provided herein and terminating the Restrictions. Owner's consent to City's full-purpose annexation in Section 3.1 remains valid and binding until such time as City is notified by personal delivery of a withdrawal of consent. Any delivery occurring after 5:00 p.m. shall be considered received on the next business day."

4. The Agreement shall be amended by deleting the original Section 3.3 of the Agreement, titled "No End Buyer Transfers," and replacing Section 3.3 of the Agreement with the following:

"3.3 No End Buyer Transfers. Owner covenants and agrees not to convey or otherwise transfer any interest in any part of the Property to an End Buyer on or before June 1, 2020. "

6. Miscellaneous.

(a) This First Amendment amends the Agreement in no other manner except as expressly set forth herein. Except as amended herein, the terms, provisions, agreements, covenants and conditions of the Agreement shall continue in full force and effect. In the event of a conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control.

(b) This First Amendment, together with the Agreement, shall constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this First Amendment and the Agreement. This First Amendment and the Agreement shall not be modified or amended except in writing signed by the Parties.

(c) If any provision of this First Amendment is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this First Amendment; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this First Amendment shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

(d) This First Amendment may be executed in one (1) or more counterparts, each of which when taken together shall constitute one and the same instrument.

(e) The City represents and warrants that the individual executing this First Amendment on behalf of the City has been duly authorized to do so. Owner represents and warrants that this First Amendment has been approved by appropriate action of Owner, and that each individual executing this First Amendment on behalf of Owner has been duly authorized to do so.

(f) The Parties consent to the filing of this First Amendment in the deed records of Kaufman County, Texas.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

**OWNER:**

OAK NATIONAL HOLDINGS, LLC

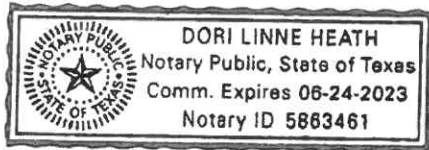
Date: 12/17/19

By: [Signature]  
Name: Kevin Webb  
Title: Vice President of Land

STATE OF TEXAS

COUNTY OF Rockwall §  
§  
§

This instrument was acknowledged before me on the 17 day of December 2019 by Kevin Webb, Vice President of Land of Oak National Holdings, LLC, on behalf of said Oak National Holdings, LLC.



[SEAL]

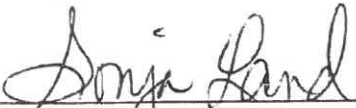
[Signature]  
Notary Public, State of Texas

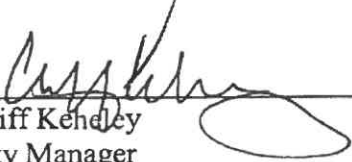


CITY

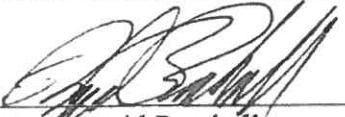
CITY OF MESQUITE, TEXAS

ATTEST:

  
Name: Sonja Land  
Title: City Secretary

By:   
Name: Cliff Keheley  
Title: City Manager

APPROVED AS TO FORM:

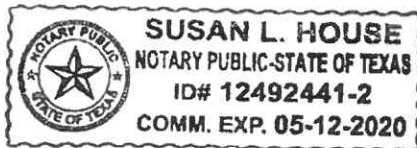
  
Name: David Paschall  
Title: City Attorney

STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

This instrument was acknowledged before me on this 26<sup>th</sup> day of <sup>28<sup>th</sup></sup> ~~June~~ <sup>December</sup>, 2019, by Cliff Keheley, City Manager of the City of Mesquite, Texas, a home-rule municipality, on behalf of said home-rule municipality.



  
Notary Public, State of Texas

[SEAL]

INST # 2020-0001048  
Filed for record in Kaufman County  
On: 1/13/20 at 1:42 PM

Kaufman County  
Laura Hughes  
County Clerk

EXHIBIT 9

Instrument Number: 2019-0016896

Billable Pages: 7  
Number of Pages: 8

FILED AND RECORDED - REAL RECORDS	CLERKS COMMENTS
<b>On:</b> 07/19/2019 at 01:28 PM	E-RECORDING
<b>Document Number:</b> <u>2019-0016896</u>	
<b>Receipt No:</b> <u>19-15373</u>	
<b>Amount:</b> \$ <u>50.00</u>	County Clerks Memo Portions of this document not reproducible when recorded
<b>Vol/Pg:</b> <u>V:6077 P:92</u>	



STATE OF TEXAS  
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me  
and was duly recorded in the Official Public Records of Kaufman County, Texas.

*Laura A. Hughes*

Laura Hughes, County Clerk

Recorded By: Maribel Vazquez, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED  
REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
FEDERAL LAW

Record and Return To:

TITLE TRAIN LLC  
4702 ROWLETT RD., STE 100  
ROWLETT, TX 75088



**DEED RESTRICTIONS**

**DEED RESTRICTIONS AND PETITION FOR VOLUNTARY ANNEXATION**

**THE STATE OF TEXAS §**

**§ KNOWN ALL PERSONS THESE PRESENT:**

**COUNTY OF KAUFMAN §**

**I.**

The undersigned Oak National Holdings, LLC ("Owner") is the owner of real property generally described as Birkshire Estates and more particularly described in Exhibit 1 to these Deed Restrictions ("Restrictions") and incorporated herein by reference (the "Property").

**II.**

The following definitions apply to these Deed Restrictions:

- A. "End Buyer" shall mean a purchaser of a fully developed and improved lot within the Property.
- B. "City" shall mean the City of Mesquite, Texas.

**III.**

Owner does hereby impress all of the Property with the following Restrictions, to wit:

**OWNER AND ALL FUTURE OWNERS OF THE PROPERTY (INCLUDING END BUYERS) AND DEVELOPERS IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL-PURPOSE ANNEXATION OF THE PROPERTY, OR ANY PORTION THEREOF, INTO THE CORPORATE LIMITS OF THE CITY AND WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF OWNER AND ALL FUTURE OWNERS AND DEVELOPERS TO THE FULL-PURPOSE ANNEXATION OF THE PROPERTY AND THE IRREVOCABLE AND UNCONDITIONAL CONSENT OF THE OWNER TO THE CITY'S ANNEXATION OF THE PROPERTY. THIS COVENANT SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PRESENT AND FUTURE OWNERS AND DEVELOPERS.**

**IV.**

These Restrictions shall continue in full force and effect from the date of execution until amended or terminated in the manner specified in this document.

V.

These Restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

VI.

Owner agrees that these Restrictions inure to the benefit of the City. Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against any person violating or attempting to violate these Restrictions, either to enforce the Restrictions, prevent a violation of the Restrictions or to require correction of a violation of the Restrictions. If the City substantially prevails in a legal proceeding to enforce these Restrictions, Owner agrees the City shall be entitled to recover reasonable attorneys' fees and court costs from the party violating the Restrictions. For further remedy, Owner agrees that the City may withhold any certificate of substantial completion, certificate of occupancy or final inspection necessary for the lawful use of the Property until these Restrictions are complied with by the party violating the Restrictions. The right of the City to enforce these Restrictions shall not be waived, expressly or otherwise.

VII.

**OWNER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM AND AGAINST ALL CLAIMS OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE PROVISIONS OF THIS DOCUMENT.**

VIII.

The provisions of this document are hereby declared covenants running with the land and are binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof, including but not limited to builders, developers and End Buyers. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document.

IX.

The Owner understands and agrees that this document shall be governed by the laws of the State of Texas.

X.

The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED on this the 28 day of June, 2019.

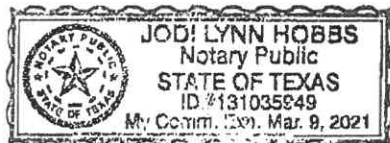
OAK NATIONAL HOLDINGS, LLC

Date: 6/28/19

By: [Signature]  
Name: Kevin Webb  
Title: VP Land

STATE OF TEXAS                   §  
   §  
COUNTY OF Rockwall       §

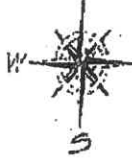
This instrument was acknowledged before me on the 28 day of June, 2019 by Kevin Webb, VP of Land of Oak National Holdings, LLC, on behalf of said Oak National Holdings, LLC.



Jodi Lynn Hobbs  
Notary Public, State of Texas

***EXHIBIT 1 TO DEED RESTRICTIONS  
PROPERTY DESCRIPTION***





**WARREN SURVEYING**  
16339 F.M. RD. 849  
LINDALE, TEXAS 75771  
OFFICE: 903-882-3605 FAX: 903-882-7122  
EMAIL: [wwarren@suddenlink.net](mailto:wwarren@suddenlink.net)

**363.225 ACRE TRACT**  
**PAGE 1 OF 3**

All that certain lot, tract or parcel of land within the J. Moore Survey, Abstract No. 309, Kaufman County, Texas, and being part of that tract of land in Distribution Deed from Anella Slaughter Bauer, (the "decedent"), Carrol W. Phillips and Richard Blake Rogers, Co-Executors to Richard Slaughter Bauer and recorded in Volume 2674 on Page 243 of the Official Public Records of Kaufman County, Texas, and this 363.225 acre tract being more fully described as follows:

**BEGINNING** at a 5/8" Iron Rod found at the base of a 4" concrete right-of-way monument, for the East corner of this 363.225 acre tract and being in the Southwest right-of-way of F.M. Road 2932, (100' wide right-of-way) also being the North corner of a called 313-1/2 acre tract (First Tract) in Deed to A.J. Layden, Jr., and Mary Ann Layden, Co-Trustees of the Layden Land Trusts and recorded in Volume 1073 on Page 231;

**THENCE** South 45 deg. 39 min. 55 sec. West, a distance of 956.71 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 44 deg. 37 min. 59 sec. West, a distance of 348.24 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 45 deg. 24 min. 37 sec. West, a distance of 1,658.90 feet, with the division line of said tracts, to a Nail set in fence;

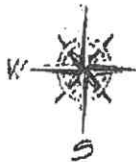
**THENCE** South 45 deg. 33 min. 57 sec. West, a distance of 349.52 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 45 deg. 01 min. 12 sec. West, a distance of 499.74 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 44 deg. 48 min. 08 sec. West, a distance of 283.98 feet, with the division line of said tracts, to a Nail set in fence;

**THENCE** South 44 deg. 02 min. 07 sec. West, a distance of 293.96 feet, with the Southeast line of same and Northwest line of said 313-1/2 acre tract, to an X-Tie Fence corner found for the South corner of said 363.225 acre tract;

**THENCE** North 45 deg. 50 min. 17 sec. West, a distance of 292.04 feet, to a fence corner found for a reentrant corner of said 363.225 acre tract;



## **WARREN SURVEYING**

16339 F.M. RD. 849

LINDALE, TEXAS 75771

OFFICE: 903-882-3605 FAX: 903-882-7122

EMAIL: [wwarren@suddenlink.net](mailto:wwarren@suddenlink.net)

### **363.225 ACRE TRACT PAGE 2 OF 3**

**THENCE** South 49 deg. 07 min. 57 sec. West, a distance of 19.36 feet, to a fence corner found for a reentrant corner of said 363.225 acre tract and being in the Northeast line of a called 52 acre tract (Second Tract) in Deed to A.J. Layden, Jr., and Mary Ann Layden, Co-Trustees of the Layden Land Trusts and recorded in Volume 1073 on Page 231

**THENCE** North 45 deg. 43 min. 39 sec. West, a distance of 882.60 feet, with the division line of said tracts, to a 5/8" Iron Rod found for the East corner of Lot 32 of Dallas East Estates as shown for record in Cabinet 1, Envelope 94 of the Plat Records;

**THENCE** North 44 deg. 29 min. 20 sec. West, a distance of 543.00 feet, to a 2" Iron Pipe found for the East corner of Lot 1 of said Dallas East Estates;

**THENCE** North 44 deg. 26 min. 26 sec. West, a distance of 1,858.02 feet, with the Southwest line of said 363.225 acre tract and Northeast line of Dallas East Estates to a 1/2" Iron Rod found for the West corner of said 363.225 acre tract and the North corner of Lot 21 of Dallas East Estates, and in the South right-of-way of Lake Street (40' right-of-way);

**THENCE** North 44 deg. 52 min. 04 sec. East, a distance of 4,402.08 feet, with the Northwest line of said 363.225 acre tract and the Southeast right-of-way of Lake Street and Southeast line of a called 50 acre tract in Deed to Preston W. Henderson, III, in Volume 1245 on Page 781, to a 3/8" Iron Rod found for the North corner of this 363.225 acre tract and East corner of said 50 acre tract, also being in the Southwest right-of-way of F.M. Road 2932;

**THENCE** South 45 deg. 24 min. 17 sec. East, a distance of 181.90 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

**THENCE** South 44 deg. 48 min. 24 sec. East, a distance of 700.75 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

**THENCE** South 45 deg. 01 min. 28 sec. East, a distance of 2,100.81 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

**THENCE** South 45 deg. 04 min. 22 sec. East, a distance of 622.00 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to the POINT OF BEGINNING AND CONTAINING 363.255 ACRES OF LAND.



## **WARREN SURVEYING**

16339 F.M. RD. 849

LINDALE, TEXAS 75771

OFFICE: 903-882-3605 FAX: 903-882-7122

EMAIL: [wwarren@suddenlink.net](mailto:wwarren@suddenlink.net)

363.225 ACRE TRACT

PAGE 3 OF 3

See Map 8183A prepared in conjunction with these field notes. The bearings hereon were derived from TOPCON G.P.S. equipment and oriented to True North. I, Willie H. Warren, Jr., do hereby state that the above field notes were prepared from a survey made under my supervision during the month of September, 2014 and December, 2015.  
GIVEN UNDER MY HAND & SEAL, this the 2nd day of December, 2015.

Willie H. Warren, Jr.  
Registered Professional Land Surveyor  
State of Texas No. 4038



#2019-0016896

Filed for Record in Kaufman County T  
07/19/2019 01:28:52 PM

## AGREEMENT FOR PROVISION OF SERVICES IN ANNEXED AREA

THIS AGREEMENT FOR PROVISION OF SERVICES IN ANNEXED AREA ("Service Plan Agreement") is made by and between the **City of Mesquite, Texas**, a Texas home-rule municipality (the "City"), and **Oak National Holdings, LLC**, a Texas limited liability company (the "Owner"), to be effective upon the last date signed by a Party below (the "Effective Date").

### RECITALS:

**WHEREAS**, the City and Owner entered into that certain Development Agreement dated effective June 28, 2019 (the "Agreement"), as approved by the City Council on May 20, 2019 by Resolution No. 39-2019, relating to the development of certain real property located southwest of FM 2932 and southeast of Griffin Lane in Kaufman County, Texas owned by Owner (the "Property"); and

**WHEREAS**, the Owner has petitioned the City for voluntary annexation of the Property into the City and agreed to the provision of services by the City consistent with the terms of the Agreement and as set forth in the City's annexation service plan; and

**WHEREAS**, Section 43.0672 of the Texas Local Government Code requires that the City and Owner enter into a written agreement for the provision of services to the Property prior to annexation of the Property.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Service Plan Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

1. Service Plan. Attached hereto as Exhibit A and incorporated herein by reference is the City's Service Plan for the Extension of Full Municipal Services identifying the services to be provided, and the timing for provision of services, by the City to the Property following the City's annexation of the Property.

2. Agreement to Service Plan. Owner and City acknowledge and agree the Parties negotiated for the provision of services to the Property following the City's annexation of the Property and further agree the Service Plan attached as Exhibit A hereto is the Parties' agreement for the provision of services to the Property following annexation. The Parties further agree this Service Plan Agreement, including the attached Service Plan, satisfies and fulfills the requirements of Section 43.0672 of the Texas Local Government Code.

3. Miscellaneous.

(a) If any provision of this Service Plan Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Service Plan Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to

give effect to the intent of the Parties; and (c) the remainder of this Service Plan Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

(b) This Service Plan Agreement may be executed in one (1) or more counterparts, each of which when taken together shall constitute one and the same instrument.

(c) The City represents and warrants that the individual executing this Service Plan Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Service Plan Agreement has been approved by appropriate action of Owner, and that each individual executing this Service Plan Agreement on behalf of Owner has been duly authorized to do so.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Service Plan Agreement as of the Effective Date.

**OWNER:**

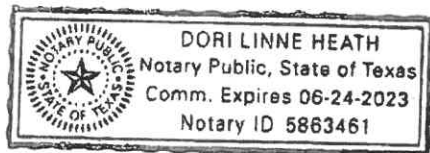
Oak National Holdings, LLC,  
a Texas limited liability company

Date: 12/17/19

By: [Signature]  
Name: Kevin Webb  
Title: Vice President of Land

STATE OF TEXAS       §  
                                  §  
COUNTY OF Rockwall §

This instrument was acknowledged before me on the 17 day of December 2019 by Kevin Webb, Vice President of Land of Oak National Holdings, LLC, on behalf of Oak National Holdings, LLC, a Texas limited liability company.



[SEAL]

[Signature]  
Notary Public, State of Texas



CITY

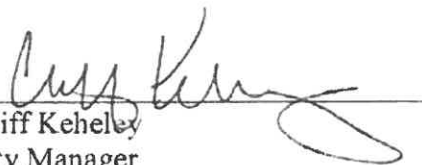
CITY OF MESQUITE, TEXAS

ATTEST:



Name: Sonja Land  
Title: City Secretary

By:



Name: Cliff Keheley  
Title: City Manager

APPROVED AS TO LEGAL FORM:



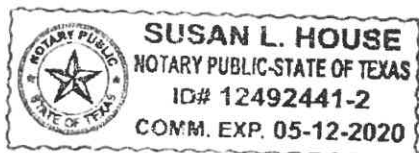
Name: David Paschall  
Title: City Attorney


STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

This instrument was acknowledged before me on this 16<sup>th</sup> day of December 2019, by Cliff Keheley, City Manager of the City of Mesquite, Texas, a home-rule municipality, on behalf of said home-rule municipality.



  
Notary Public, State of Texas

[SEAL]

**SERVICE PLAN FOR THE EXTENSION OF  
FULL MUNICIPAL SERVICES**

This Service Plan outlines the City of Mesquite's obligation to provide for the extension of full municipal services to the area or areas described in Exhibit "A." The Service Plan is issued pursuant to LGC §43.0672. In the event of a conflict between this Service Plan and the Development Agreement between the City of Mesquite and Oak National Holdings, LLC, dated effective June 28, 2019, as amended, the terms of the Development Agreement shall control.

**I. Provision of Core Services**

Upon the effective date of annexation, the City shall provide the following services at a level that is comparable to the level of services and infrastructure maintenance as currently available in other parts of the municipality with similar topography, land use and population density. *(Denotes current service provider)*

- a. Police protection *(Kaufman County Sheriff's/Constable's Office)* — The Mesquite Police Department will extend regular and routine patrols to the area.
- b. Fire protection and emergency medical services *(Forney Fire Department, Crandall Fire Department, and Kaufman County Emergency Services District Nos. 6 and 7)* — Primary structural and grass fire response and EMS will be provided from Mesquite Fire Station No. 7 or through mutual aid agreements with other entities. The Mesquite Fire Marshall will provide fire prevention services.
- c. Solid waste collection *(various private contractors)* — The City will furnish collection services, either by City personnel or by contract, except to households or businesses that continue after annexation to use the services of a privately owned solid waste management service. After two years, collection services shall be provided in accordance with applicable ordinances.
- d. Water and wastewater services *there is no current service provider for wastewater services)* — *The site will receive water from the Talty Special Utility District (Talty SUD), wastewater will be provided by On-Site Sewage Facilities (Septic Systems) permitted in accordance with Texas Commission on Environmental Quality (TCEQ)*
- e. Street maintenance *(State of Texas, Kaufman County)*, including extant traffic control devices and street lighting — For any public roads and streets not within Federal, State or County jurisdiction, the City will provide routine road maintenance and supply additional traffic control devices that meet applicable standards. The City will coordinate street lighting requests with the local electric provider in accordance with established policies.

**II. Provision of Community Services**

Upon the effective date of annexation, the City shall extend the following community services to the area:

- a. Planning and zoning — Regulation of land use and development through administration of the Comprehensive Plan, the Mesquite Zoning Ordinance and Subdivision Ordinance.
- b. Building inspection — Enforcement and permitting as required by all applicable construction codes.
- c. Environmental code enforcement — Enforcement and abatement of public nuisances as defined in applicable ordinances.
- d. Health and sanitation enforcement — Inspection and permitting of all food service establishments as defined in applicable ordinances.
- e. Animal control services — Enforcement of applicable animal control ordinances, including the investigation of suspected animal bites and impoundment of vicious animals.
- f. Library services — Residents of the area shall receive normal and customary privileges for using the Mesquite Public Library system.
- g. Parks and recreation — Residents of the area shall receive normal and customary privileges for using the City park system, pools and recreation centers.
- h. Housing — Households meeting the City's established income qualifications and criteria shall be eligible to apply for housing assistance and housing rehabilitation loans.

**III. Extension of Infrastructure to Existing Development**

After the effective date of annexation, extension of water and wastewater facilities will be in accordance with applicable City codes, ordinances and policies.

**IV. Responsibility for Infrastructure to New Development**

As property in the area develops, the developer shall extend and construct water and sanitary sewer to serve the subject tract in accordance with established City codes, ordinances, Agreements and policies. Water, wastewater, storm water facilities, streets and alleys shall be constructed by the developer in accordance with established City codes, ordinances and policies.

RESOLUTION NO. 20-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND FILE WITH THE CITY SECRETARY A VOLUNTARY PETITION FOR ANNEXATION INTO THE CITY OF MESQUITE, TEXAS, OF 1.425 ACRES OF REAL PROPERTY OWNED BY THE CITY AND GENERALLY LOCATED SOUTHWEST OF FM 2932 AND SOUTHEAST OF GRIFFIN LANE IN KAUFMAN COUNTY, TEXAS (THE "PROPERTY"); AUTHORIZING A SERVICE PLAN FOR THE PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Mesquite, Texas (the "**City**"), is the sole owner of approximately 1.425 acres of real property situated entirely within the City's extraterritorial jurisdiction ("**ETJ**") in the John Moore Survey, Abstract No. 309, in Kaufman County, Texas, generally located southwest of FM 2932 and southeast of Griffin Lane, which real property consists of two contiguous tracts being more particularly described and depicted in Exhibits A - D to the Voluntary Petition for Annexation attached hereto as Exhibit 1 and incorporated herein by reference (said property being collectively referenced herein as the "**Property**"); and

**WHEREAS**, the City has adopted a Home Rule Charter authorizing annexation of territory and extension of the City's corporate limits and the City Council of the City (the "**City Council**") desires that the Property be voluntarily annexed into the City pursuant to the procedures prescribed in Subchapter C-3 of Chapter 43 of the Texas Local Government Code and that a service plan for the provision of services to the Property in compliance with Chapter 43 of the Texas Local Government Code be authorized; and

**WHEREAS**, the Property has no residents and is southeast of and abutting Griffin Lane, being a Kaufman County road, a portion of which is within the City's ETJ; and

**WHEREAS**, Chapter 43 of the Texas Local Government Code requires that a municipality proposing to annex territory abutting a county road must also annex the entire width of the county road and the adjacent right-of-way on both sides of the county road and, accordingly, the City Council intends to annex a portion of Griffin Lane and its adjacent right-of-way on both sides of Griffin Lane that is within the City's ETJ and that includes all of the portion of Griffin Lane abutting the Property; and

**WHEREAS**, the City finds and determines that voluntary annexation of the Property into the City, along with that portion of Griffin Lane described herein, is in the best interests of the City and its citizens.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:**

**SECTION 1.** The statements, facts, findings and recitals set forth above are hereby found and declared to be true and correct and are incorporated into this Resolution and adopted as part of this Resolution for all purposes.

**SECTION 2.** The City Council of the City of Mesquite, Texas, hereby approves the Voluntary Petition for Annexation attached hereto as Exhibit 1 and incorporated herein for all purposes, and hereby authorizes the City Manager to execute the Voluntary Petition for Annexation and file it with the City Secretary. The City Manager is further authorized to execute and file such other documents necessary for the City to annex the Property, provided, however, that notwithstanding anything contained herein to the contrary, the authority of the City Manager pursuant to this Section 2 shall not include the authority to take any action that cannot be delegated by the City Council or that is within the City Council's legislative functions. The Service Plan for the Extension of Full Municipal Services, attached hereto as Exhibit 2 and incorporated herein for all purposes, is hereby approved for the provision of services to the Property in compliance with Chapter 43 of the Texas Local Government Code.

**SECTION 3.** Should any word, sentence, clause, paragraph or provision of this resolution be held to be invalid or unconstitutional, the validity of the remaining provisions of this resolution shall not be affected and shall remain in full force and effect.

**SECTION 4.** This resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Mesquite, Texas, on the 4th day of May 2020.



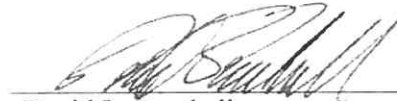
Bruce Archer  
Mayor

ATTEST:



Sonja Land  
City Secretary

APPROVED AS TO LEGAL FORM:



David L. Paschall  
City Attorney

**VOLUNTARY PETITION FOR ANNEXATION**

This Voluntary Petition for the Annexation of an area within the extraterritorial jurisdiction of the City of Mesquite, Texas (the "City") is submitted by the City as the landowner (the "Landowner").

**SECTION 1.** The City owns approximately 1.425 acres of real property in Kaufman County located wholly within the extraterritorial jurisdiction (the "ETJ") of the City and not within the ETJ or corporate limit of any other town or city, which real property consists of two tracts, one being 0.718 acres described by metes and bounds on Exhibit A and depicted on Exhibit B, and the second being 0.707 acres described by metes and bounds on Exhibit C and depicted on Exhibit D, each attached hereto and made a part hereof for all purposes (collectively the "Property"). The City is the sole owner of the Property. The Property has no residents.

**SECTION 2.** The City is a home-rule municipality of the State of Texas, located in Dallas County and Kaufman County.

**SECTION 3.** The City, as the landowner of the Property, hereby petitions the City Council of the City to annex the Property into the corporate limits of the City pursuant to Section 43.0671 of the Texas Local Government Code, as amended.

**SECTION 4.** Pursuant to Section 43.0671 of the Texas Local Government Code, as amended, the City may annex an area if each owner of land in the area requests the annexation.

**RESPECTFULLY SUBMITTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**LANDOWNER: CITY OF MESQUITE, TEXAS**

By: \_\_\_\_\_  
Name: Cliff Keheley  
Its: City Manager

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Name: Sonja Land  
Title: City Secretary

By: \_\_\_\_\_  
Name: David L. Paschall  
Title: City Attorney



**EXHIBIT A**  
**0.718 acres**  
**Metes and Bounds**

## EXHIBIT "A"

### Legal Description

0.718 Acres

Being a 0.718 Acre tract of land situated in the John Moore Survey, Abstract No. 309. Said 0.718 Acre tract of land being part of Tract No. 1, a called 138.87 acres tract, as well as Tract No. 3, a called 19.01 Acre tract as conveyed to RJ THREE STAR INVESTMENT, LLC., as recorded in Volume 5649, Page 374, Deed Records Kaufman County, Texas, said 0.718 Acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found being the most Northerly corner of Dallas East Estates as recorded in Cabinet 1 Page 94, Plat Records, Kaufman County, Texas, said point also being the most Westerly Northwest corner of the aforementioned RJ THREE STAR tract 3, said point also being in the Southeasterly line of Griffin Lane, a public right-of-way;

Thence North 43 degrees 41 minutes 15 seconds East, along the said Southerly line of Griffin Lane and generally along a meandering barb-wire fence, a distance of 25.00 feet to a 1/2" iron rod set with cap, RDS. INC.;

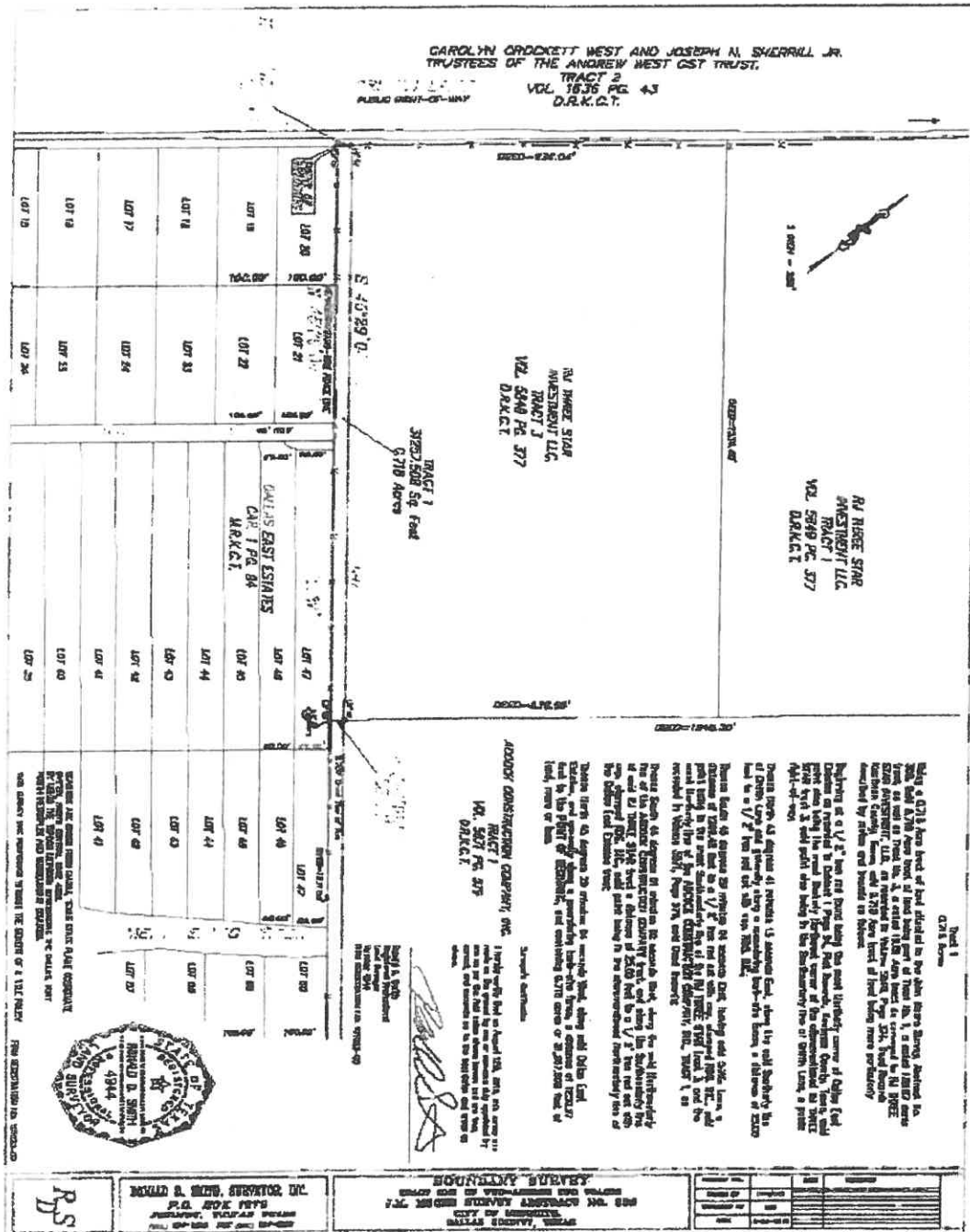
Thence South 45 degrees 29 minutes 04 seconds East, leaving said Griffin Lane, a distance of 1250.42 feet to a 1/2" iron rod set with cap, stamped RDS. INC., said point being in the most Southeasterly line of the RJ THREE STAR tract 3, and the most Northerly line of the ADCOCK CONSTRUCTION COMPANY, INC., TRACT 1, as recorded in Volume 5871, Page 576, said Deed Records;

Thence South 44 degrees 01 minutes 52 seconds West, along the said Northeasterly line of the ADCOCK CONSTRUCTION COMPANY tract, and along the Southeasterly line of said RJ THREE STAR tract a distance of 25.00 feet to a 1/2" iron rod set with cap, stamped RDS. INC., said point being in the aforementioned Northeasterly line of the Dallas East Estates tract;

Thence North 45 degrees 29 minutes 04 seconds West, along said Dallas East Estates, and generally along a meandering barb-wire fence, a distance of 1250.27 feet to the POINT OF BEGINNING, and containing 0.718 acres or 31,257.508 feet of land, more or less.

**EXHIBIT B**  
**0.718 acres**  
**Property Depiction**

### Property Depiction



**EXHIBIT C**  
**0.707 acres**  
**Metes and Bounds**

## **EXHIBIT "C"**

### **Legal Description**

#### **0.707 Acres**

Being a 0.707 Acre tract of land situated in the John Moore Survey, Abstract No. 309. Said 0.707 Acre tract of land being part of Tract No. 1, a called 49.00 acre tract, as conveyed to ADCOCK CONSTRUCTION COMPANY, INC., as recorded in Volume 5871, Page 576, Deed Records of Kaufman County, Texas, said 0.707 Acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod set with cap, stamped RDS. INC., from which a 3/8" iron rod found bears North 15 degrees 05 minutes 40 seconds East a distance of 1.24 feet, said point being in the most Northeasterly line of the most Northeasterly line of the Dallas East Estates, as recorded in Cabinet 1, Page 94, Map Records of Kaufman County, Texas;

Thence North 44 degrees 01 minutes 52 seconds East, along said Northeasterly line of ADCOCK CONSTRUCTION COMPANY tract, and along the Southerly line of the R J THREE STAR tract, a distance of 25.00 feet to a 1/2" iron rod set with cap, stamped RDS. INC.;

Thence South 45 degrees 29 minutes 04 seconds East, leaving the said R J THREE STAR tract, a distance of 1231.68 feet to a 1/2" iron rod set with cap, stamped RDS. INC., said point being in the most Southeasterly line of the ADCOCK CONSTRUCTION tract 1, and the most Northeasterly line of the RICHARD SLAUGHTER BAUER tract, as recorded in Volume 5864, Page 210, said Deed Records;

Thence South 44 degrees 01 minutes 52 seconds West, along the said Northeasterly line of the RICHARD SLAUGHTER BAUER tract, and along the Southerly line of said ADCOCK CONSTRUCTION COMPANY tract, a distance of 25.00 feet to a 1/2" iron rod set with cap, stamped RDS. INC., said point being in the aforesaid Northeasterly line of the Dallas East Estates tract;

Thence North 45 degrees 29 minutes 04 seconds West, along the said Northeasterly line of Dallas East Estates, and generally along a meandering barb-wire fence, a distance of 1231.68 feet to the POINT OF BEGINNING, and containing 0.707 acres or 30,790.899 feet of land, more or less.



**EXHIBIT D**  
**0.707 acres**  
**Property Depiction**

### Property Depiction

1. **TO: DIRECTOR, FBI**  
 2. **FROM: SAC, NEW YORK**  
 3. **SUBJECT: [REDACTED]**  
 4. **RE: [REDACTED]**

5. **DATE: 10/10/64**  
 6. **TIME: 10:10 AM**  
 7. **BY: [REDACTED]**

8. **TO: DIRECTOR, FBI**  
 9. **FROM: SAC, NEW YORK**  
 10. **SUBJECT: [REDACTED]**  
 11. **RE: [REDACTED]**

12. **DATE: 10/10/64**  
 13. **TIME: 10:10 AM**  
 14. **BY: [REDACTED]**

15. **TO: DIRECTOR, FBI**  
 16. **FROM: SAC, NEW YORK**  
 17. **SUBJECT: [REDACTED]**  
 18. **RE: [REDACTED]**

19. **DATE: 10/10/64**  
 20. **TIME: 10:10 AM**  
 21. **BY: [REDACTED]**

22. **TO: DIRECTOR, FBI**  
 23. **FROM: SAC, NEW YORK**  
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 25. **RE: [REDACTED]**

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173. **DATE: 10/10/64**

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- c. Solid waste collection (*various private contractors*) — The City will furnish collection services, either by City personnel or by contract.
- d. Water and wastewater services (*Talty CCN*) The City of Mesquite will be responsible for maintenance of water and wastewater facilities owned by the City of Mesquite. Extension of water and wastewater facilities will be in accordance with applicable City Codes, Ordinances and Policies.
- e. Street maintenance (*State of Texas, Kaufman County*), including extant traffic control devices and street lighting — For any public roads and streets not within Federal, State or County jurisdiction, the City will provide routine road maintenance and supply additional traffic control devices that meet applicable standards. The City will coordinate street lighting requests with the local electric provider in accordance with established policies.

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- d. Health and sanitation enforcement — Inspection and permitting of all food service establishments as defined in applicable ordinances.
- e. Animal control services — Enforcement of applicable animal control ordinances, including the investigation of suspected animal bites and impoundment of vicious animals.
- f. Library services — Residents of the area shall receive normal and customary privileges for using the Mesquite Public Library system.
- g. Parks and recreation — Residents of the area shall receive normal and customary privileges for using the City park system, pools and recreation centers.
- h. Housing — Households meeting the City's established income qualifications and criteria shall be eligible to apply for housing assistance and housing rehabilitation loans.

III. **Extension of Infrastructure to Existing Development**

After the effective date of annexation, extension of water and wastewater facilities will be in accordance with applicable City Codes, Ordinances and Policies.

IV. **Responsibility for Infrastructure to New Development**

As property in the area develops, the developer shall extend and construct water and sanitary sewer to serve the subject tract in accordance with applicable City ordinances, codes, agreements and policies. Water, Wastewater, Storm water facilities, streets and alleys shall be constructed by the developer in accordance with established City ordinances, codes and policies.



## VOLUNTARY PETITION FOR ANNEXATION

This Voluntary Petition for the Annexation of an area within the extraterritorial jurisdiction of the City of Mesquite, Texas (the "City") is submitted by the City as the landowner (the "Landowner").

**SECTION 1.** The City owns approximately 1.425 acres of real property in Kaufman County located wholly within the extraterritorial jurisdiction (the "ETJ") of the City and not within the ETJ or corporate limit of any other town or city, which real property consists of two tracts, one being 0.718 acres described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**, and the second being 0.707 acres described by metes and bounds on **Exhibit C** and depicted on **Exhibit D**, each attached hereto and made a part hereof for all purposes (collectively the "Property"). The City is the sole owner of the Property. The Property has no residents.

**SECTION 2.** The City is a home-rule municipality of the State of Texas, located in Dallas County and Kaufman County.

**SECTION 3.** The City, as the landowner of the Property, hereby petitions the City Council of the City to annex the Property into the corporate limits of the City pursuant to Section 43.0671 of the Texas Local Government Code, as amended.


**SECTION 4.** Pursuant to Section 43.0671 of the Texas Local Government Code, the City may annex an area if each owner of land in the area requests the annexation.

RESPECTFULLY SUBMITTED this 4 day of May, 2020.


**LANDOWNER: CITY OF MESQUITE, TEXAS**

By:   
Name: Cliff Kehelcy  
Its: City Manager

ATTEST:

  
Name: Sonja Land  
Title: City Secretary

APPROVED AS TO FORM:

By:   
Name: David L. Paschall  
Title: City Attorney

**EXHIBIT A**  
**0.718 acres**  
**Metes and Bounds**

**EXHIBIT "A"**

**Legal Description**

**0.718 Acres**

Being a 0.718 Acre tract of land situated in the John Moore Survey, Abstract No. 309. Said 0.718 Acre tract of land being part of Tract No. 1, a called 138.87 acres tract, as well as Tract No. 3, a called 19.01 Acre tract as conveyed to RJ THREE STAR INVESTMENT, LLC., as recorded in Volume 5649, Page 374, Deed Records Kaufman County, Texas, said 0.718 Acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found being the most Northerly corner of Dallas East Estates as recorded in Cabinet 1 Page 94, Plat Records, Kaufman County, Texas, said point also being the most Westerly Northwest corner of the aforementioned RJ THREE STAR tract 3, said point also being in the Southeasterly line of Griffin Lane, a public right-of-way;

Thence North 43 degrees 41 minutes 15 seconds East, along the said Southerly line of Griffin Lane and generally along a meandering barb-wire fence, a distance of 25.00 feet to a 1/2" iron rod set with cap, RDS. INC.;

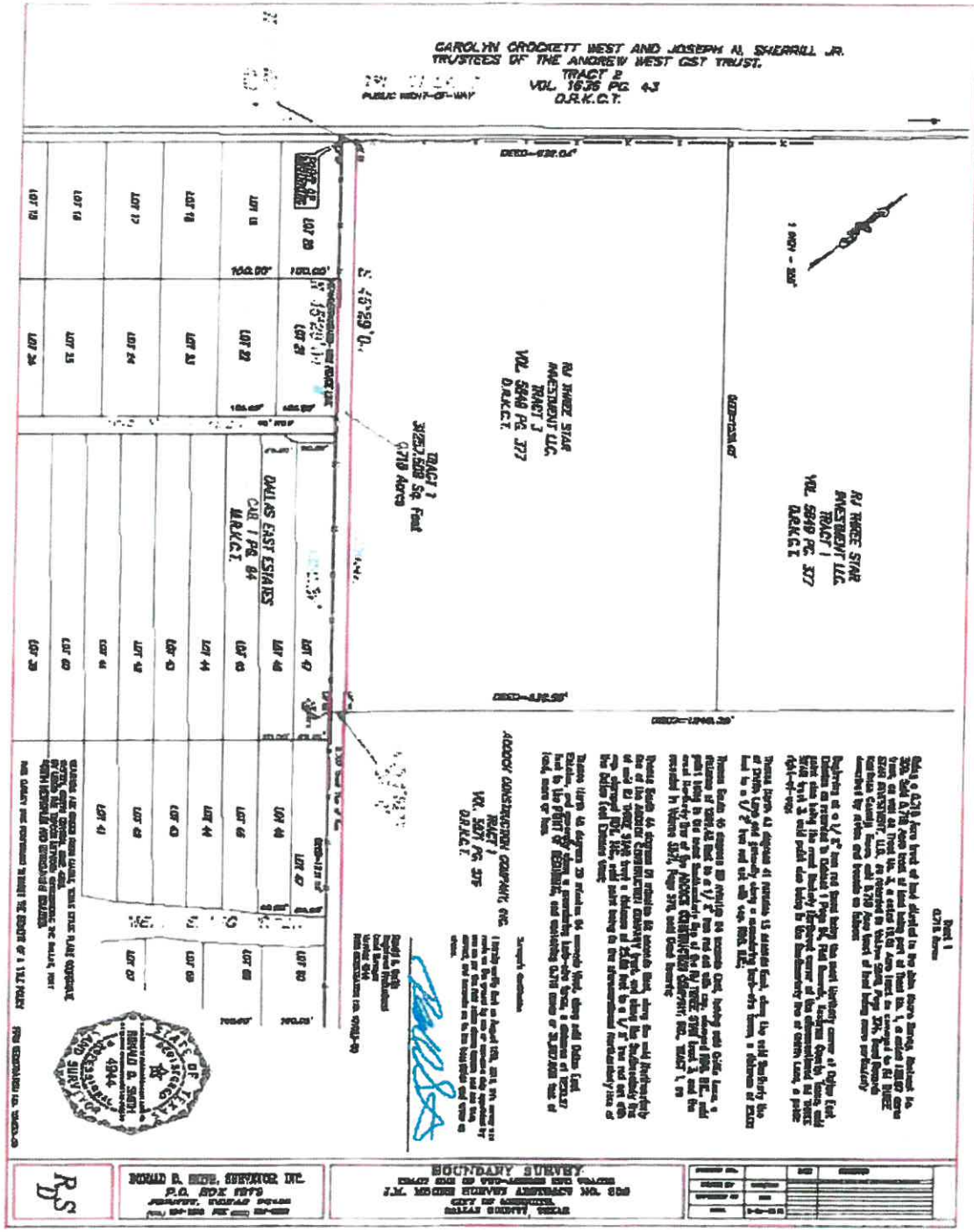
Thence South 45 degrees 29 minutes 04 seconds East, leaving said Griffin Lane, a distance of 1250.42 feet to a 1/2" iron rod set with cap, stamped RDS. INC., said point being in the most Southeasterly line of the RJ THREE STAR tract 3, and the most Northerly line of the ADCOCK CONSTRUCTION COMPANY, INC., TRACT 1, as recorded in Volume 5871, Page 576, said Deed Records;

Thence South 44 degrees 01 minutes 52 seconds West, along the said Northeasterly line of the ADCOCK CONSTRUCTION COMPANY tract, and along the Southeasterly line of said RJ THREE STAR tract a distance of 25.00 feet to a 1/2" iron rod set with cap, stamped RDS. INC., said point being in the aforementioned Northeasterly line of the Dallas East Estates tract;

Thence North 45 degrees 29 minutes 04 seconds West, along said Dallas East Estates, and generally along a meandering barb-wire fence, a distance of 1250.27 feet to the POINT OF BEGINNING, and containing 0.718 acres or 31,257.508 feet of land, more or less.

**EXHIBIT B**  
**0.718 acres**  
**Property Depiction**

# EXHIBIT "B" Property Depiction



<b>BOUNDARY SURVEY</b> PREPARED BY: <b>RODOLFO B. HERR, SURVEYOR, INC.</b> P.O. BOX 10793 DALLAS, TEXAS 75210-0793 PHONE: (214) 343-1111 FAX: (214) 343-1112		DATE: _____ TIME: _____ BY: _____ FOR: _____
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**EXHIBIT C**  
**0.707 acres**  
**Metes and Bounds**

## **EXHIBIT "C"**

### **Legal Description**

#### **0.707 Acres**

Being a 0.707 Acre tract of land situated in the John Moore Survey, Abstract No. 309. Said 0.707 Acre tract of land being part of Tract No. 1, a called 49.00 acre tract, as conveyed to ADCOCK CONSTRUCTION COMPANY, INC., as recorded in Volume 5871, Page 576, Deed Records of Kaufman County, Texas, said 0.707 Acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod set with cap, stamped RDS. INC., from which a 3/8" iron rod found bears North 15 degrees 05 minutes 40 seconds East a distance of 1.24 feet, said point being in the most Northeasterly line of the most Northeasterly line of the Dallas East Estates, as recorded in Cabinet 1, Page 94, Map Records of Kaufman County, Texas;

Thence North 44 degrees 01 minutes 52 seconds East, along said Northeasterly line of ADCOCK CONSTRUCTION COMPANY tract, and along the Southerly line of the R J THREE STAR tract, a distance of 25.00 feet to a 1/2" iron rod set with cap, stamped RDS. INC.;

Thence South 45 degrees 29 minutes 04 seconds East, leaving the said R J THREE STAR tract, a distance of 1231.68 feet to a 1/2" iron rod set with cap, stamped RDS. INC., said point being in the most Southeasterly line of the ADCOCK CONSTRUCTION tract 1, and the most Northeasterly line of the RICHARD SLAUGHTER BAUER tract, as recorded in Volume 5664, Page 210, said Deed Records;

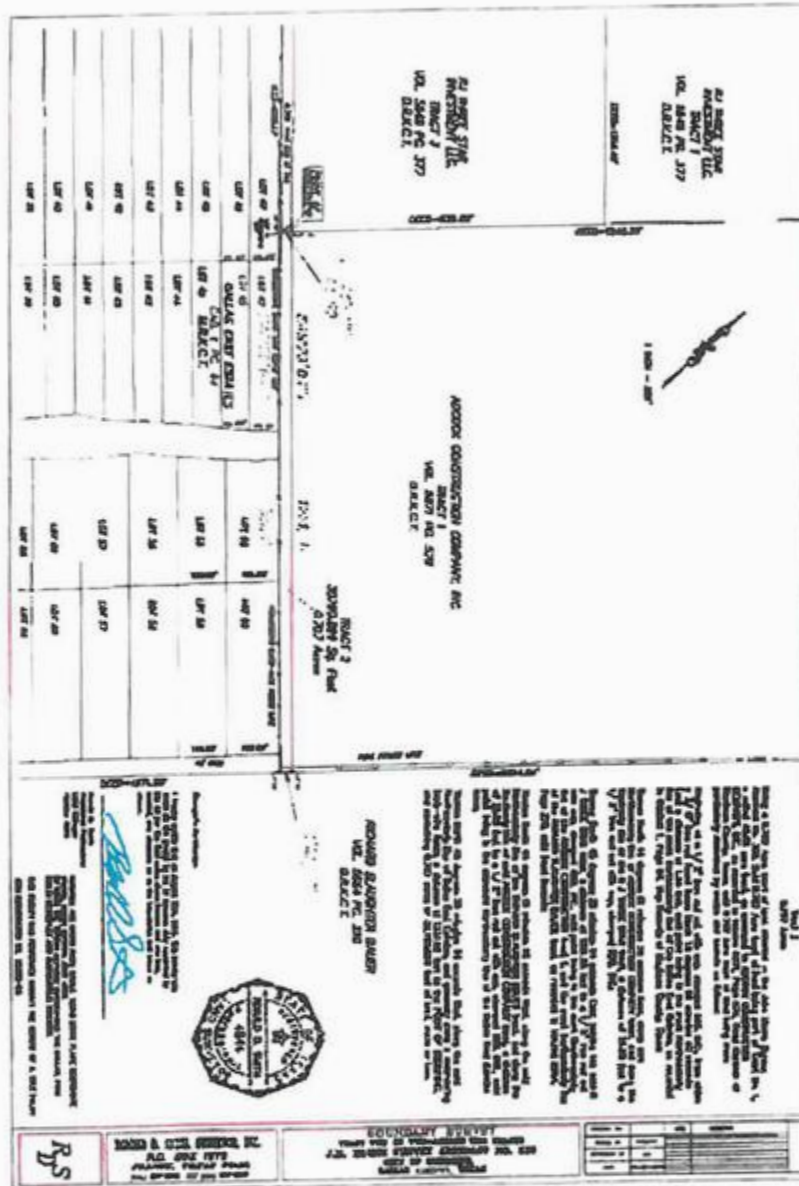
Thence South 44 degrees 01 minutes 52 seconds West, along the said Northeasterly line of the RICHARD SLAUGHTER BAUER tract, and along the Southerly line of said ADCOCK CONSTRUCTION COMPANY tract, a distance of 25.00 feet to a 1/2" iron rod set with cap, stamped RDS. INC., said point being in the aforesaid Northeasterly line of the Dallas East Estates tract;

Thence North 45 degrees 29 minutes 04 seconds West, along the said Northeasterly line of Dallas East Estates, and generally along a meandering barb-wire fence, a distance of 1231.68 feet to the POINT OF BEGINNING, and containing 0.707 acres or 30,790.899 feet of land, more or less.



**EXHIBIT D**  
**0.707 acres**  
**Property Depiction**

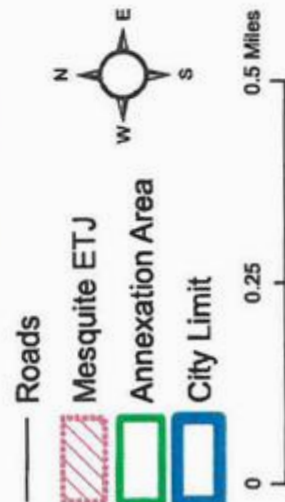
### Property Depiction



# Berkshire Estates & Griffin Lane

**BERKSHIRE  
ESTATES**  
**363.225 acres**

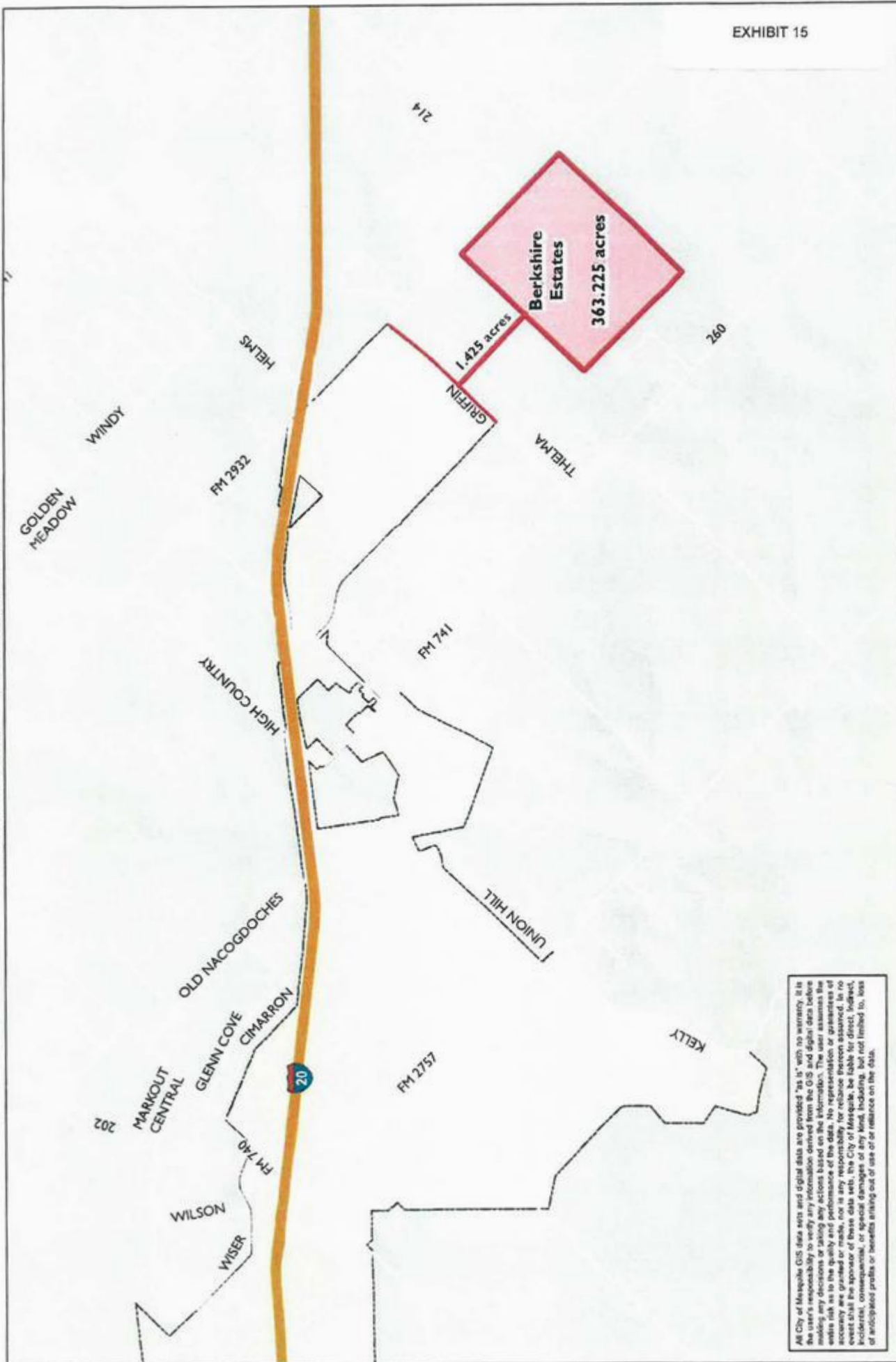
**1.425 acres**





## District 6 - Annexations

EXHIBIT 15



Griffin Lane and 1.425 acres

Berkshire Estates

District 6



Author: Gabrielle Allen, GIS

Date Created: 5/12/2020

Path: Q:\GIS\Projects\City\_Attorney\Dist6\_NewTracts\_2019  
Date Created: 5/11/2020

**MESQUITE**  
TEXAS  
Real Texas. Service.