

ORDINANCE NO. 4748

AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, ANNEXING APPROXIMATELY 805.79 ACRES IN THE CITY'S EXTRATERRITORIAL JURISDICTION AND GENERALLY LOCATED AT THE WESTERN CORNER OF FM 2757 AND KELLY ROAD, IN THE ANDREW NAIL SURVEY, ABSTRACT NO. 355, KAUFMAN COUNTY, TEXAS, PURSUANT TO A VOLUNTARY PETITION SUBMITTED BY BDMR DEVELOPMENT, LLC, AND FURTHER ANNEXING THE ABUTTING PORTION OF KELLY ROAD; GRANTING ALL INHABITANTS OF SAID TERRITORY THE RIGHTS AND PRIVILEGES OF ALL OTHER CITIZENS AND MAKING APPLICABLE TO SAID LAND AND ITS INHABITANTS ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY; APPROVING A SERVICE PLAN FOR THE PROVISION OF MUNICIPAL SERVICES IN THE AREA; DESIGNATING ANNEXED TERRITORY 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 AND SETTING AN EFFECTIVE DATE OF ANNEXATION. INST # 2020-0000878

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

WHEREAS, BDMR Development, LLC ("**Owner**") is the sole owner of approximately 805.79 acres situated in the Andrew Nail Survey, Abstract No. 355, in Kaufman County, Texas generally located in the western corner of FM 2757 and Kelly Road, more particularly described in Exhibit "1" and depicted in Exhibit "2" (collectively the "**Property**"), both of which are attached hereto and incorporated herein for all purposes; and

WHEREAS, the Owner presented the City with a written and verified Voluntary Petition for Annexation of the Property ("**Voluntary Petition**"), a true and correct copy of which is attached hereto as Exhibit "3" and incorporated herein for all purposes, affirming, among other things, that the Owner is the sole owner of the Property and the Property has no residents; and

WHEREAS, the Owner and City have negotiated and entered into a written agreement for the provision of services to the Property in compliance with Section 43.0672 of Chapter 43 of the Texas Local Government Code, a true and correct copy of which is attached hereto as Exhibit "4" and incorporated herein for all purposes;

WHEREAS, the Property is contiguous to and within the extraterritorial jurisdiction of the City; and

WHEREAS, the annexation of the Property is authorized pursuant to Chapter 43 of the Texas Local Government Code subject to the procedures prescribed in Subchapter C-3 thereof; and

WHEREAS, the Property abuts Kelly Road, a Kaufman County road, as depicted in Exhibit "5" hereto, incorporated herein for all purposes; 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

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 that part of Kelly Road and its adjacent right-of-way that abuts the Property; 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 November 4, 2019, November 18, 2019 and December 2, 2019; and the City Council has concluded that the Property and that part of Kelly Road and its adjacent right-of-way abutting the Property should be annexed pursuant to Texas Local Government Code Chapter 43.

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" – "5" attached to this ordinance are made a part hereof for all purposes.

SECTION 2. Pursuant to the Voluntary Petition, the Property is hereby annexed for all municipal purposes to the City of Mesquite, Dallas and Kaufman Counties, Texas, and the boundary limits of the City of Mesquite be and are hereby extended to include the Property within the city limits of the City of Mesquite, and the same shall hereafter be included within the territorial limits of the City, and owner and future inhabitants of the area 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 described territory and binding on its inhabitants.

SECTION 3. The service plan, attached as Exhibit "4," is hereby adopted, approved and ratified for the Property.

SECTION 4. The Property annexed shall be zoned to the AG-Agricultural district immediately upon annexation into the City of Mesquite.

SECTION 5. All of that part of Kelly Road abutting the Property, including the entire width and adjacent right-of-way on both sides of Kelly Road, as depicted in Exhibit "5", is hereby annexed for all municipal purposes to the City of Mesquite, Dallas and Kaufman Counties, Texas, and the boundary limits of the City of Mesquite be and are hereby extended to include all of the foregoing part of Kelly Road 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 part of Kelly Road.

SECTION 6. Should any portion of the Property or portion of Kelly Road not be subject to legal annexation by the City of Mesquite, such fact shall not prevent the City from annexing any of the Property and that portion of Kelly Road 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 7. The City Secretary is hereby directed to (a) file with the County Clerk of Dallas, Texas, and the County Clerk of Kaufman, 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 8. 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 9. 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.

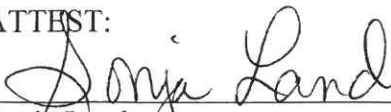
SECTION 10. This ordinance shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Mesquite, Texas, on the 16th day of December 2019.



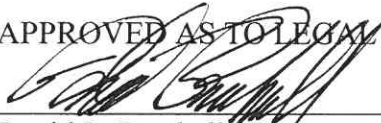
Bruce Archer  
Mayor

ATTEST:



Sonja Land  
City Secretary

APPROVED AS TO LEGAL FORM:



David L. Paschall  
City Attorney

## EXHIBIT 1

### Metes and Bounds

**BEING** a tract or parcel of land situated in the Andrew Nail Survey, Abstract No. 355, Kaufman County, Texas, and being part of that tract of land described in a Deed to BDMR Development, LLC, as recorded in Volume 4174, Page 548 of the Official Public Records of Kaufman County, Texas, and being all of that tract of land described in a Deed to Alma Guerrero as recorded in Volume 5029, Page 84 of the Official Public Records of Kaufman County, Texas, and being more particularly described as follows:

**BEGINNING** at a point for corner in the Southwesterly line of F.M. Highway No. 2757 (a variable width right-of-way), said point being the most Northerly Northeast corner of a tract of land described in a Deed to Kathlena Kelly Sanders, per Deed recorded in Volume 1348, Page 252 of the Deed Records of Kaufman County, Texas;

**THENCE** in a Southeasterly direction, along the Southwesterly line of said F.M. Highway No. 2757, and along a non-tangent curve to the left having a central angle of 05 degrees 05 minutes 39 seconds, a radius of 5779.58 feet, a chord bearing of South 49 degrees 06 minutes 43 seconds East, a chord distance of 513.69 feet, and an arc length 513.86 feet to a concrete monument found for corner;

**THENCE** along the Southwesterly line of said F.M. Highway No. 2757 as follows:

South 51 degrees 25 minutes 16 seconds East for a distance of 215.11 feet to a concrete monument found for corner;

South 42 degrees 32 minutes 14 seconds East for a distance of 309.76 feet to a concrete monument found for corner;

South 50 degrees 16 minutes 50 seconds East for a distance of 254.13 feet to a concrete monument found for corner;

South 62 degrees 55 minutes 48 seconds East for a distance of 125.71 feet to a point for corner;

South 47 degrees 23 minutes 49 seconds East for a distance of 306.97 feet to a concrete monument found for corner;

South 53 degrees 46 minutes 08 seconds East for a distance of 101.75 feet to a concrete monument found for corner;

South 45 degrees 41 minutes 40 seconds East for a distance of 2153.23 feet to a concrete monument found for corner;

South 45 degrees 07 minutes 18 seconds East for a distance of 3376.01 feet to a concrete monument found for corner at the beginning of a curve to the right;

Southeasterly, along said curve having a central angle of 13 degrees 33 minutes 53 seconds, a radius of 1095.92 feet, a chord bearing of South 38 degrees 20 minutes 22 seconds East, a chord distance of 258.85 feet and an arc length of 259.46 feet to a point for corner in the center of Kelly Road, said point being the most Northerly East corner of the above cited BDMR Development, LLC tract;

**THENCE** South 44 degrees 15 minutes 13 seconds West departing the Southwesterly line of said F.M. Highway No. 2757, along the Southeasterly line of said BDMR Development, LLC tract, and along the

center of said Kelly Road, for a distance of 2543.09 feet to a 5/8" iron rod found for corner at an angle point in said road;

**THENCE** South 12 degrees 26 minutes 22 seconds East along the center of said Kelly Road, and along the Southeasterly line of said BDMR Development, LLC tract, for a distance of 638.25 feet to a 1/4" iron rod found for corner at an angle point in said road;

**THENCE** South 18 degrees 10 minutes 39 seconds West along the center of said Kelly Road, and along the Southeasterly line of said BDMR Development, LLC tract, for a distance of 350.54 feet to a 1/4" iron rod found for corner at an angle point in said road;

**THENCE** South 25 degrees 07 minutes 52 seconds West along the center of said Kelly Road, and along the Southeasterly line of said BDMR Development, LLC tract, for a distance of 642.84 feet to a 1/2" iron rod found for corner at an angle point in said road, said point being the southwest corner of that tract of land described to Traci and Gwen Luce as recorded in Volume 1574, Page 145, Deed Records, Kaufman County, Texas, and said point being the northwest corner of a tract of land described to Joyce Sevcik Cawley Family Trust in a deed recorded in Volume 4632, Page 248, Official Public Records, Kaufman County, Texas;

**THENCE** South 31 degrees 18 minutes 55 seconds West along the center of said Kelly Road, and along the Southeasterly line of said BDMR Development, LLC tract, for a distance of 1148.50 feet to a 60d nail found for corner at an angle point in said road, said point being the north corner of that tract of land described as Tract 1 to Patrick C. Kelly in a deed as recorded in Volume 1348, Page 265 of the Deed Records of Kaufman County, Texas;

**THENCE** South 02 degrees 53 minutes 11 seconds West along said Kelly Road, and along the Southeasterly line of said BDMR Development, LLC tract, for a distance of 696.69 feet to a point for corner in the Northwesterly line of a tract of land described as the Second Tract in a Deed to Patrick C. Kelly, as recorded in Volume 1348, Page 265 of the Deed Records of Kaufman County, Texas;

**THENCE** South 43 degrees 34 minutes 26 seconds West along the Northwesterly line of said Patrick C. Kelly tract, for a distance of 610.80 feet to the northeast corner of a tract of land described as Tract 4 to Double R Land Company in a deed as recorded in Volume 4175, Page 570, Official Public Records, Kaufman County, Texas, and said point being at the beginning of a non-tangent curve to the left;

**THENCE** in a Northwesterly direction, along said non-tangent curve to the left having a central angle of 12 degrees 45 minutes 14 seconds, a radius of 5280.00 feet, a chord bearing of North 77 degrees 00 minutes 40 seconds West, a chord distance of 1172.90 feet and an arc length of 1175.33 feet to a point for corner at the northwest corner of said Double R Land Company Tract 4, said point being in the easterly line of a tract of land described as Tract 1 to Double R Land Company in a deed as recorded in Volume 4175, Page 570, Official Public Records, Kaufman County, Texas;

**THENCE** following the common line of said BDMR Development, LLC tract and said Double R Land Company Tract 1 the following courses and distances:

North 22 degrees 07 minutes 18 seconds West for a distance of 229.66 feet to a point for corner;

North 15 degrees 31 minutes 26 seconds East for a distance of 897.27 feet to a point for corner;

North 56 degrees 00 minutes 43 seconds West for a distance of 522.03 feet to a point for corner;

North 00 degrees 17 minutes 14 seconds West for a distance of 1020.90 feet to a point for corner;

North 50 degrees 02 minutes 20 seconds East for a distance of 580.28 feet to a point for corner;

North 00 degrees 40 minutes 22 seconds West for a distance of 734.00 feet to a point for corner;

North 43 degrees 59 minutes 00 seconds West for a distance of 733.19 feet to a point for corner;

North 46 degrees 57 minutes 11 seconds West for a distance of 1764.06 feet to a point for corner;

North 78 degrees 58 minutes 22 seconds West for a distance of 855.79 feet to a point for corner in the common Extraterritorial Jurisdiction Line of the Cities of Seagoville and Mesquite;

**THENCE** North 00 degrees 11 minutes 44 seconds West following said Extraterritorial Jurisdiction Line for a distance of 3671.19 feet to a point for corner in the Southerly line of a tract of land conveyed to George Brian Holy in a deed recorded in Volume 1131, Page 813, Deed Records, Kaufman County, Texas;

**THENCE** North 44 degrees 58 minutes 09 seconds East following the southwesterly line of said Holy tract for a distance of 265.55 feet to a point for corner;

**THENCE** North 40 degrees 51 minutes 02 seconds West following the northeasterly line of said Holy tract for a distance of 289.04 feet to a point for corner in said Extraterritorial Jurisdiction Line;

**THENCE** North 00 degrees 11 minutes 44 seconds West following along said Extraterritorial Jurisdiction Line for a distance of 286.79 feet to a point for corner in the Southwesterly line of a tract of land conveyed to D.P. Newton, et tux per Deed recorded in Volume 616, Page 566 of the Deed Records of Kaufman County, Texas;

**THENCE** South 73 degrees 11 minutes 17 seconds East along the Southwesterly line of said Newton tract, for a distance of 542.80 feet to a wooden monument found for corner;

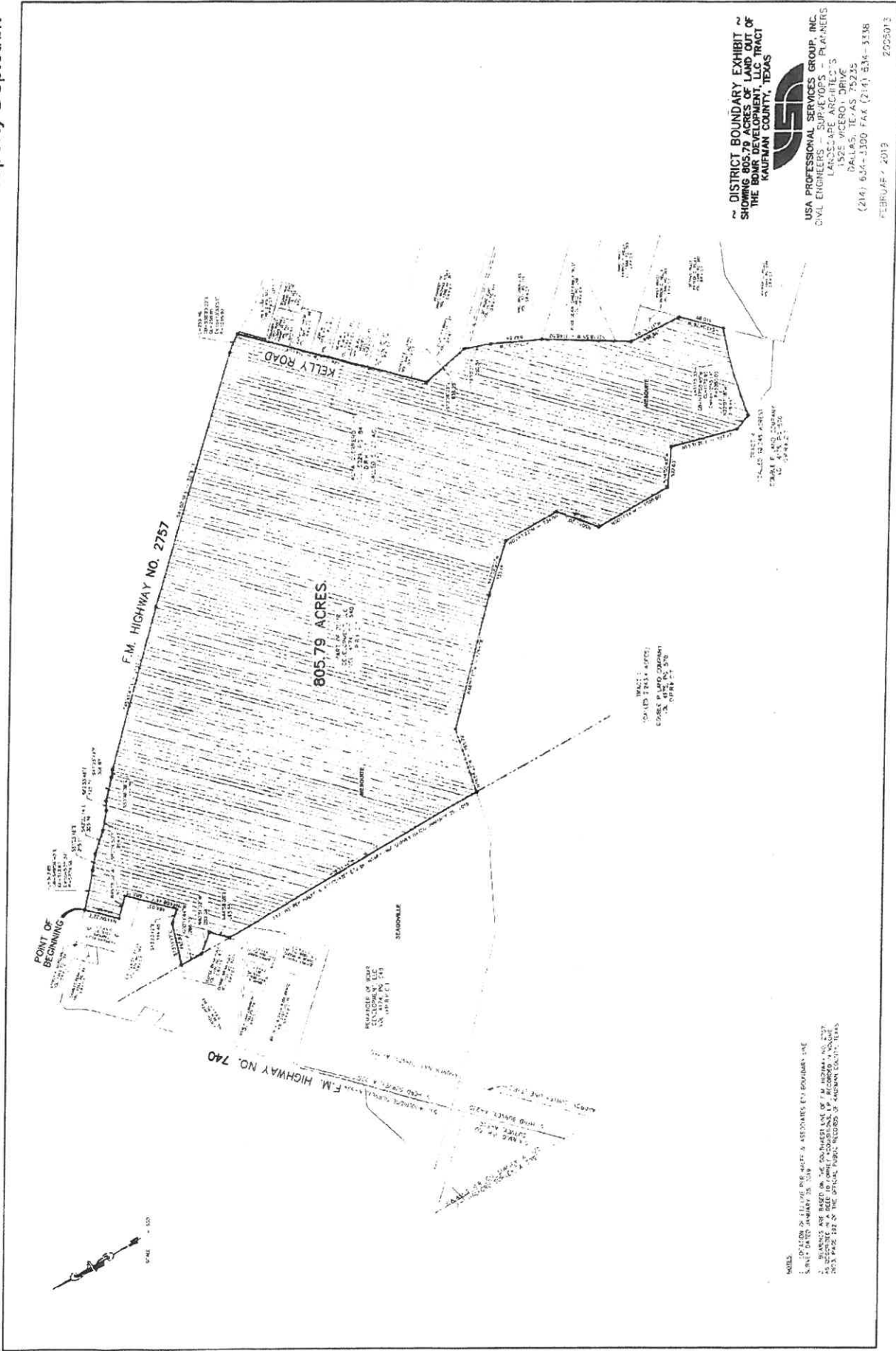
**THENCE** South 43 degrees 23 minutes 12 seconds East along the Southwesterly line of said Newton tract, for a distance of 194.48 feet to a 3/8" inch iron rod found for corner at the most Southerly corner of same,

**THENCE** North 44 degrees 08 minutes 49 seconds East along the Southeasterly line of said Newton tract, passing a 3/8" iron rod found for the most Southerly Northeast corner of same and the most Southerly corner of the above cited Kathlena Kelly Sanders tract at a distance of 494.03 feet, and continuing along the Southeasterly line of said Sanders tract for a total distance of 683.75 feet to a 1/2" inch iron rod found for corner at the most Southerly Northeast corner of said Sanders tract;

**THENCE** North 45 degrees 18 minutes 32 seconds West along the Northeasterly line of said Sanders tract, for a distance of 297.17 feet to a point for corner;

**THENCE** North 44 degrees 09 minutes 32 seconds East along the Southeasterly line of said Sanders tract, for a distance of 464.46 feet to the **POINT OF BEGINNING**, and containing 805.79 acres of land

# EXHIBIT 2 Property Depiction



**USA PROFESSIONAL SERVICES GROUP, INC.**  
 CIVIL ENGINEERS, SURVEYORS, PLANNERS  
 LANDSCAPE ARCHITECTS  
 1525 VICEROY DRIVE  
 DALLAS, TEXAS 75225  
 (214) 634-1300 FAX (214) 634-3338  
 FEBRUARY 2013 Z005013

**DISTRICT BOUNDARY EXHIBIT 2  
SHOWING 805.79 ACRES OF LAND OUT OF  
THE BDMR DEVELOPMENT, LLC TRACT  
KAUFMAN COUNTY, TEXAS**

**VOLUNTARY PETITION FOR ANNEXATION**  
**TO THE CITY OF MESQUITE, TEXAS AND SUPPORTING AFFIDAVIT**

STATE OF TEXAS           §  
                                           §  
 COUNTY OF KAUFMAN   §

This Voluntary Petition for the Annexation of an area within the extraterritorial jurisdiction of the City of Mesquite, Texas (the "City") and supporting affidavit, is submitted by BDMR Development, LLC (the "Landowner").

**SECTION 1.** The undersigned Landowner owns approximately 805.79 acres of real property, (the "Property") 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 property is described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**, each attached hereto and made a part hereof for all purposes. The Landowner 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 Landowner 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 7th day of October, 2019.

**RECEIVED**  
**OCT 14 2019**  
 CITY OF MESQUITE  
 CITY SECRETARY




**LANDOWNER:**

BDMR DEVELOPMENT, LLC,  
a Texas limited liability company

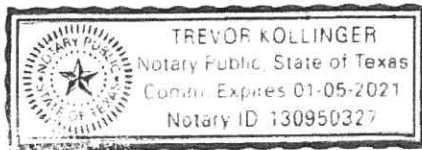
By: MMM Ventures, LLC,  
a Texas limited liability company  
Its Manager


By: 2M Ventures, LLC,  
a Delaware limited liability company  
Its manager

By:   
Name: Mehrdad Moayed  
Its: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 17 day of October, 2019, by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of BDMR Development, LLC, a Texas limited liability company on behalf of said company.



  
Notary Public, State of Texas

*[Signature Page of Voluntary Annexation Petition]*

## EXHIBIT A

### Metes and Bounds

**BEING** a tract or parcel of land situated in the Andrew Nail Survey, Abstract No. 355, Kaufman County, Texas, and being part of that tract of land described in a Deed to BDMR Development, LLC, as recorded in Volume 4174, Page 548 of the Official Public Records of Kaufman County, Texas, and being all of that tract of land described in a Deed to Alma Guerrero as recorded in Volume 5029, Page 84 of the Official Public Records of Kaufman County, Texas, and being more particularly described as follows:

**BEGINNING** at a point for corner in the Southwesterly line of F.M. Highway No. 2757 (a variable width right-of-way), said point being the most Northerly Northeast corner of a tract of land described in a Deed to Kathlena Kelly Sanders, per Deed recorded in Volume 1348, Page 252 of the Deed Records of Kaufman County, Texas;

**THENCE** in a Southeasterly direction, along the Southwesterly line of said F.M. Highway No. 2757, and along a non-tangent curve to the left having a central angle of 05 degrees 05 minutes 39 seconds, a radius of 5779.58 feet, a chord bearing of South 49 degrees 06 minutes 43 seconds East, a chord distance of 513.69 feet, and an arc length 513.86 feet to a concrete monument found for corner;

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South 45 degrees 07 minutes 18 seconds East for a distance of 3376.01 feet to a concrete monument found for corner at the beginning of a curve to the right;

Southeasterly, along said curve having a central angle of 13 degrees 33 minutes 53 seconds, a radius of 1095.92 feet, a chord bearing of South 38 degrees 20 minutes 22 seconds East, a chord distance of 258.85 feet and an arc length of 259.46 feet to a point for corner in the center of Kelly Road, said point being the most Northerly East corner of the above cited BDMR Development, LLC tract;

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center of said Kelly Road, for a distance of 2543.09 feet to a 5/8" iron rod found for corner at an angle point in said road;

**THENCE** South 12 degrees 26 minutes 22 seconds East along the center of said Kelly Road, and along the Southeasterly line of said BDMR Development, LLC tract, for a distance of 638.25 feet to a 1/4" iron rod found for corner at an angle point in said road;

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**THENCE** South 43 degrees 34 minutes 26 seconds West along the Northwesterly line of said Patrick C. Kelly tract, for a distance of 610.80 feet to the northeast corner of a tract of land described as Tract 4 to Double R Land Company in a deed as recorded in Volume 4175, Page 570, Official Public Records, Kaufman County, Texas, and said point being at the beginning of a non-tangent curve to the left;

**THENCE** in a Northwesterly direction, along said non-tangent curve to the left having a central angle of 12 degrees 45 minutes 14 seconds, a radius of 5280.00 feet, a chord bearing of North 77 degrees 00 minutes 40 seconds West, a chord distance of 1172.90 feet and an arc length of 1175.33 feet to a point for corner at the northwest corner of said Double R Land Company Tract 4, said point being in the easterly line of a tract of land described as Tract 1 to Double R Land Company in a deed as recorded in Volume 4175, Page 570, Official Public Records, Kaufman County, Texas;

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North 46 degrees 57 minutes 11 seconds West for a distance of 1764.06 feet to a point for corner;

North 78 degrees 58 minutes 22 seconds West for a distance of 855.79 feet to a point for corner in the common Extraterritorial Jurisdiction Line of the Cities of Seagoville and Mesquite;

**THENCE** North 00 degrees 11 minutes 44 seconds West following said Extraterritorial Jurisdiction Line for a distance of 3671.19 feet to a point for corner in the Southerly line of a tract of land conveyed to George Brian Holy in a deed recorded in Volume 1131, Page 813, Deed Records, Kaufman County, Texas;

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**THENCE** South 43 degrees 23 minutes 12 seconds East along the Southwesterly line of said Newton tract, for a distance of 194.48 feet to a 3/8" inch iron rod found for corner at the most Southerly corner of same,

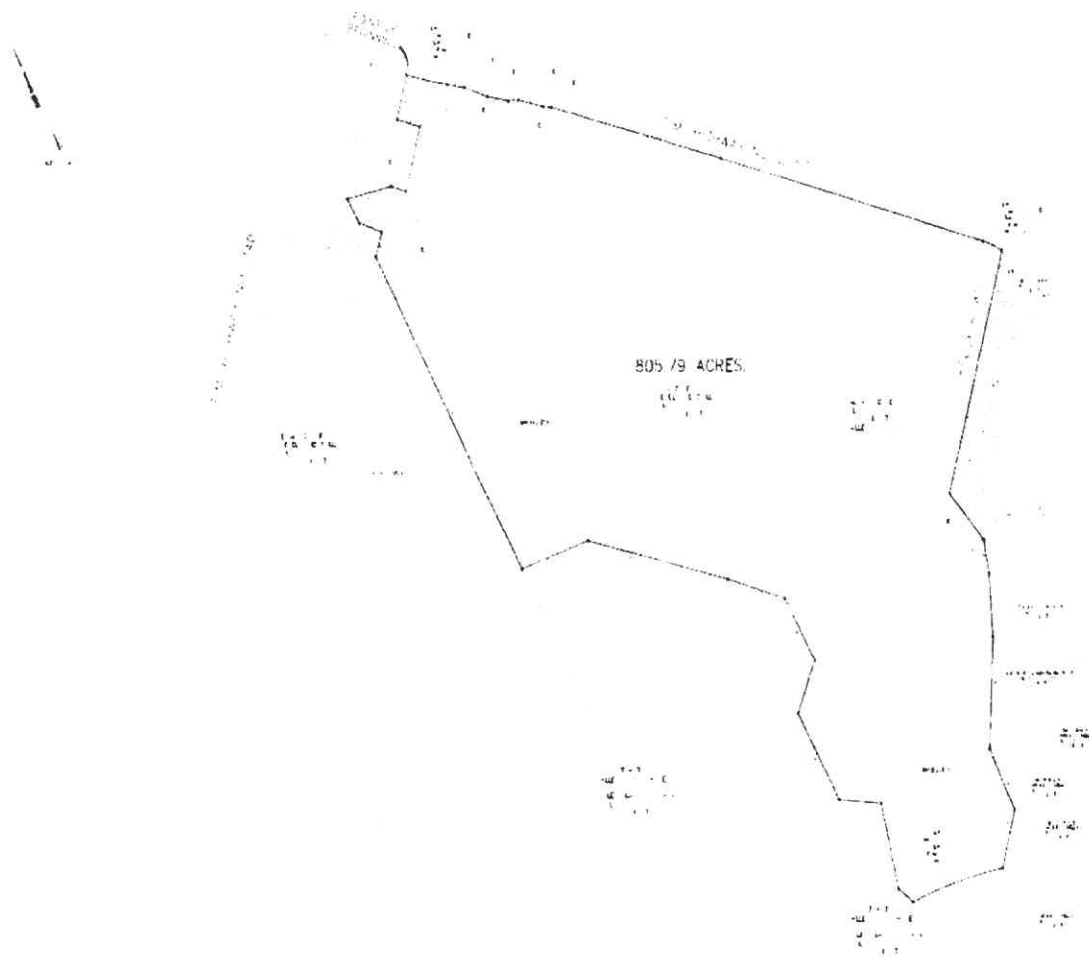
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**THENCE** North 45 degrees 18 minutes 32 seconds West along the Northeasterly line of said Sanders tract, for a distance of 297.17 feet to a point for corner;

**THENCE** North 44 degrees 09 minutes 32 seconds East along the Southeasterly line of said Sanders tract, for a distance of 464.46 feet to the **POINT OF BEGINNING**, and containing 805.79 acres of land

# EXHIBIT B

## Property Depiction



L.A. COUNTY LAND RECORDS  
 COUNTY OF LOS ANGELES  
 OFFICE OF THE COUNTY CLERK  
 100 N. MAIN STREET, SUITE 100  
 LOS ANGELES, CALIFORNIA 90012

EXHIBIT B  
 LAND TRACT MAP FOR THE  
 PROPOSED DEVELOPMENT OF THE  
 BOWEN DEVELOPMENT TRACT  
 KAIOWAN, KAUAI, HAWAII



USA PROFESSIONAL SERVICES GROUP, INC.  
 1000 KALANANĀOHE AVENUE, SUITE 1000  
 HONOLULU, HAWAII 96813  
 TEL: 808-955-1000  
 FAX: 808-955-1001

## EXHIBIT 4

### AGREEMENT FOR PROVISION OF SERVICES IN ANNEXED AREA

THIS AGREEMENT FOR PROVISION OF SERVICES IN ANNEXED AREA (this "Service Plan Agreement") is made by and between the **City of Mesquite, Texas**, a Texas home-rule municipality (the "City"), and **BDMR Development, 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, Owner and Polo Ridge Fresh Water Supply District of Kaufman County entered into that certain Polo Ridge Development Agreement dated effective March 5, 2018 (the "Agreement"), as approved by the City Council on March 5, 2018 by Resolution No. 15-2018, relating to the development of certain real property located south of FM 740, west of FM 2757 and north of Kelly Road in Kaufman County, Texas owned by Owner (the "Property"); and

**WHEREAS**, the Agreement was amended by the First Amendment to Polo Ridge Development Agreement dated effective June 17, 2019, as approved by the City Council on June 17, 2019 by Resolution No. 46-2019, relating to retail water and wastewater service to the Property and the descriptions and depictions of said 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 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:**

BDMR Development, LLC,  
a Texas limited liability company

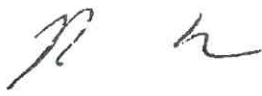
By: MMM Ventures, LLC,  
a Texas limited liability company  
Its Manager

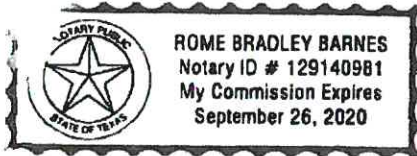
By: 2M Ventures, LLC,  
a Delaware limited liability company  
Its Manager

By:   
Name: Mehrdad Moayed  
Its: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 7 day of December 2019 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of BDMR Development, LLC, a Texas limited liability company on behalf of said company.

  
\_\_\_\_\_  
Notary Public, State of Texas



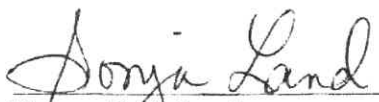
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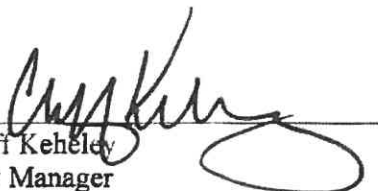


CITY


CITY OF MESQUITE, TEXAS

ATTEST:

  
Name: Sonja Land  
Title: City Secretary

By:   
Name: Cliff Keheley  
Title: City Manager

APPROVED AS TO LEGAL FORM:

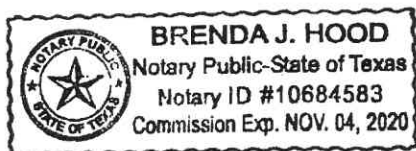
  
Name: David Paschall  
Title: City Attorney

STATE OF TEXAS           §  
                                          §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on this 11<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.

### 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 prescribed in Polo Ridge Development Agreement and 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 (*Site was decertified from Markout CCN, there is no current service provider for water or wastewater services*) The City of Mesquite will be responsible for maintenance of water and wastewater facilities. 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.

### 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.

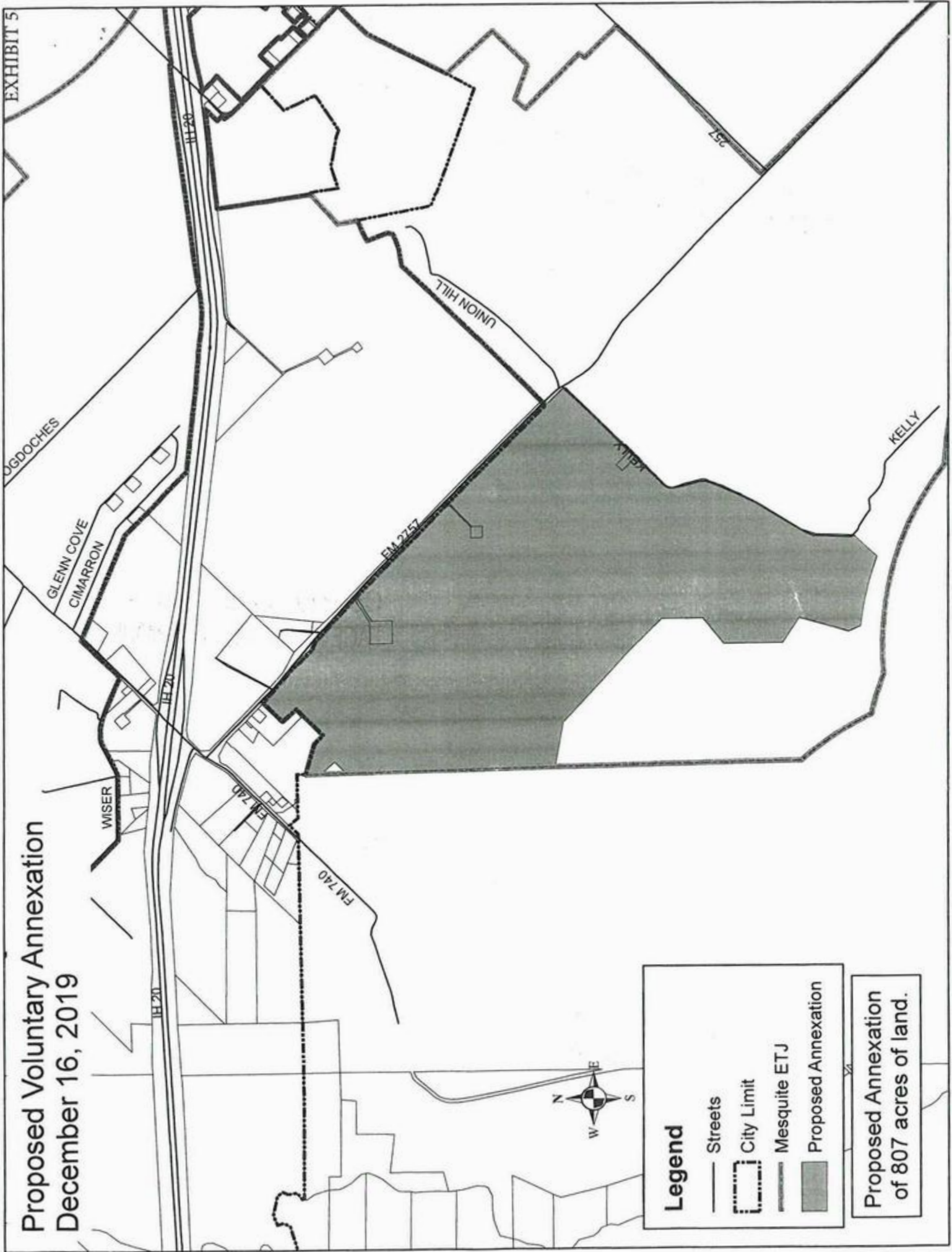
III. **Extension of Infrastructure to Existing Development**

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 ordinances, codes, agreements and policies and in conformance with the Polo Ridge Development Agreement. Water, Wastewater, Storm water facilities, streets and alleys shall be constructed by the developer in accordance with established City ordinances, codes and policies and in conformance with the Polo Ridge Development Agreement.

# Proposed Voluntary Annexation December 16, 2019



**Legend**

- Streets
- - - City Limit
- · · Mesquite ETJ
- Proposed Annexation

Proposed Annexation  
of 807 acres of land.

County Clerk's Memo:  
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County Clerk's Memo:  
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County Clerk's Memo:  
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INST # 2020-0000878  
Filed for record in Kaufman County  
On: 1/10/20 at 10:56 AM

