

RESOLUTION NO. 11-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A FIRST AMENDMENT TO THE SOLTERRA DEVELOPMENT AGREEMENT (THE "AGREEMENT") TO AMEND THE TERMS OF THE AGREEMENT RELATED TO THE MCKENZIE ROAD CONNECTION AND GRANTING OF DRAINAGE AND RIGHT-OF-WAY EASEMENTS RELATED TO SAID CONNECTION THAT BENEFIT THE 1,424.398-ACRE SOLTERRA DEVELOPMENT, GENERALLY LOCATED SOUTHWEST OF EAST CARTWRIGHT ROAD AND BOTH NORTHWEST AND SOUTHEAST OF FAITHON P. LUCAS, SR. BOULEVARD WITHIN THE CORPORATE LIMITS OF THE CITY OF MESQUITE, IN DALLAS COUNTY, TEXAS.

WHEREAS, on October 19, 2020, the City Council of the City of Mesquite, Texas, adopted Resolution No. 53-2020, approving a Development Agreement effective December 12, 2020, between the City of Mesquite, Texas (the "**City**"), and HC Solterra, LLC, a Texas limited liability company (the "**Developer**"), regarding the development of approximately 1,424.398 acres of land generally located southwest of East Cartwright Road and both northwest and southeast of Faithon P. Lucas, Sr. Boulevard within the corporate limits of the City in Dallas County, Texas, as a master-planned development consisting of residential and commercial mixed uses (the "**Agreement**"); and

WHEREAS, the City Council has been presented with a First Amendment to the Agreement ("**First Amendment**") which provides for construction and alignment of the McKenzie Improvements, as defined in the First Amendment, and the granting of easements by the City for said improvements; and

WHEREAS, upon full review and consideration of the Agreement and First Amendment, a true and correct copy of which is attached hereto as Exhibit 1, and all matters attendant and related thereto, the City Council finds that the First Amendment is in the best interest of the City and will benefit the City and its citizens.

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

SECTION 1. That the facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated and adopted as part of this resolution for all purposes.

SECTION 2. That the City Council finds that the terms and provisions of the First Amendment, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference, is in the best interest of the City and will benefit the City and its citizens.

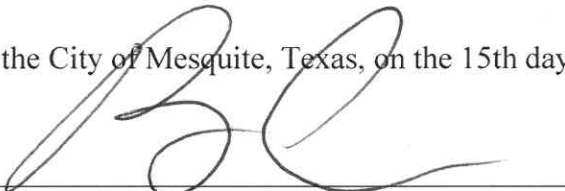
SECTION 3. That the City Council hereby approves the First Amendment and hereby authorizes the City Manager to: (i) finalize and execute the First Amendment; and (ii) take such actions and execute such documents as are necessary or advisable to consummate the transactions contemplated by the First Amendment.

SECTION 4. That the City Manager is further hereby authorized to administer the First Amendment on behalf of the City including, without limitation, the City Manager shall have the authority to: (i) provide any notices required or permitted by the First Amendment; (ii) approve amendments to the First Amendment provided such amendments, together with all previous amendments approved by the City Manager, do not increase City expenditures under the First Amendment and Agreement in excess of \$50,000; (iii) approve or deny any matter in the First Amendment that requires the consent of the City provided, however, notwithstanding the foregoing, any assignment of the First Amendment that requires the consent of the City pursuant to the terms of the First Amendment shall require the approval of the City Council; (iv) approve or deny the waiver of performance of any covenant, duty, agreement, term or condition of the First Amendment; (v) exercise any rights and remedies available to the City under the First Amendment; and (vi) execute any notices, amendments, approvals, consents, denials and waivers authorized by this Section 4 provided, however, notwithstanding anything contained herein to the contrary, the authority of the City Manager pursuant to this Section 4 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.

SECTION 5. That the sections, paragraphs, sentences, clauses and phrases of this resolution are severable and, if any phrase, clause, sentence, paragraph or section of this resolution 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 resolution 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 resolution.

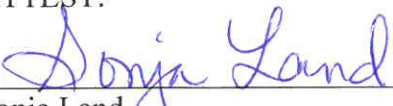
SECTION 6. That this resolution shall take effect immediately upon passage of this resolution.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 15th day of March 2021.




Bruce Archer
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:



David L. Paschall
City Attorney

**SOLTERRA
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

This First Amendment to Solterra Development Agreement (this "Amendment"), dated as of March 15, 2021 (the "Effective Date"), is entered into between HC Solterra, LLC, a Texas limited liability company (the "Developer"), and the City of Mesquite, Texas (the "City"), a home-rule city and municipal corporation, acting by and through its duly authorized representative.

Recitals:

WHEREAS, the City and the Developer entered into that certain Development Agreement dated October 19, 2019 (the "Agreement"); and

WHEREAS, all capitalized terms used in this Amendment shall be defined as stated in the Agreement unless otherwise defined in this Amendment; and

WHEREAS, the Developer and the City desire to amend the terms of the Agreement related to the McKenzie road connection; and

WHEREAS, the Agreement requires the Developer to (a) commence construction of the McKenzie road connection pursuant to the City Regulations and pursuant to the design and alignment shown on Exhibit E attached to the Agreement and construction drawings, approved by the City, which includes both roadway and stormwater improvements (collectively, the "McKenzie Improvements"), prior to the issuance of the 500th permit for a residence within the south parcel of the Solterra Development, subject to the City's dedication of right-of-way for the connection; and (b) complete such construction within 24 months after Commencement of Construction; and

WHEREAS, the Developer has requested that the City grant drainage and right-of-way easements to allow the construction of the McKenzie Improvements in the area described on Exhibit A and in the form of Exhibit B (the "Easements"), both attached to this Amendment, and the City intends to grant the Easements pursuant to the terms of this Amendment; and

WHEREAS, the City, at its sole discretion, may approve an alternative alignment for the McKenzie Improvements other than the alignment set forth in the Easements, and the Parties desire to have an agreement regarding construction and funding of such improvements in the event the City approves an alternative alignment.

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

1. **Defined Terms.** Capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.
2. Within 30 calendar days after the Effective Date, the City agrees to grant the Easements by separate instrument in the form attached hereto as Exhibit B, and record the Easements in the Real Property Records of Dallas County.

3. McKenzie Improvements – Alternative Design and Alignment.

- a. The Parties agree to work together to explore alternative alignments for the McKenzie Improvements. If the City, in its sole discretion, approves an alignment for the McKenzie Improvements that differs from the alignment shown in the Easements:
 - i. the City shall be solely responsible for all increased costs to design and construct the McKenzie Improvements pursuant to the new City-approved alignment;
 - ii. the City shall construct the McKenzie Improvements, and the Developer shall have no construction obligations for the McKenzie Improvements;
 - iii. the Developer shall escrow funds with the City in an amount sufficient for the completion of the McKenzie Improvements as shown in the Easements (the "Escrow"), based on an engineer's estimate of probable costs prepared by an engineer of the City's choosing with the construction plans for the McKenzie Improvements which funds shall constitute the Developer's sole funding obligation and the Developer's proportionate share of the cost for the McKenzie Improvements; and
 - iv. The Escrow shall be placed in a segregated account reserved for the sole purpose of funding the McKenzie Improvements.
- b. Notwithstanding anything to the contrary in the Agreement, no building permits or other development approvals or permits for development of the Property will be withheld on the basis that the McKenzie Improvements have not been completed in the event that the City materially alters the design of the McKenzie Improvements and constructs the McKenzie Improvements.
- c. The City shall have until the earlier of the following to approve an alignment for the McKenzie Improvements that differs from the one in the Easements and on Exhibit E of the Agreement (the "Realignment Deadline"): (a) January 1, 2023; or (b) 180 days subsequent to the date the Developer delivers a written notice to the City that the issuance of the 500th permit for a residence within the south parcel of the Solterra Development is expected to be required from the City within the six months after the date of the notice.
- d. If a new alignment for the McKenzie Improvements has not been approved by the Realignment Deadline, the Parties agree that the Developer shall design and construct the McKenzie Improvements in the Easements subject to the terms of the Agreement and pursuant to City ordinances and approved construction plans. The Developer shall not commence construction of the McKenzie Improvements until after the Realignment Deadline has passed without the approval of a new alignment.

e. If a new alignment for the McKenzie Improvements has been approved by the City prior to the Realignment Deadline, the City shall deliver written notice to the Developer within seven business days after approval of the alignment by the City Manager based on City engineering recommendation, and the Developer shall deposit the Escrow with the City within 14 business days after the date the Developer receives such notice. In this event, failure of the Developer to timely make the Escrow deposit pursuant to this Section shall constitute an Event of Default under the Agreement.

f. The City shall complete design of the McKenzie Improvements within nine months after receipt of the Escrow, and Completion of Construction of the McKenzie Improvements shall be within twenty-four (24) months after the date of Commencement of Construction of such improvements, and the City may use the funds on deposit in the Escrow account to fund the costs of the McKenzie Improvements. If Completion of Construction of the McKenzie Improvements does not occur within 24 months of Commencement of Construction, the City shall (i) have 14 business days following such deadline to return any remaining funds on deposit in the Escrow to the Developer; and (ii) if Commencement of Construction has not occurred and subject to compliance with engineering standards and the City's Code of Ordinances, approve the construction drawings for the prior alignment contemplated by the Easements and Exhibit E of the Agreement, or (iii) if Commencement of Construction has occurred, the City shall complete such McKenzie Improvements, as approved by the City, as soon as possible and shall provide Developer with an estimated completion date

g. Within 14 business days after the City's Completion of Construction of the McKenzie Improvements, the City shall return the unused portion, if any, of the Escrow to the Developer.

h. If the City constructs the McKenzie Improvements pursuant to alternate engineering and alignment, no plat for any portion of the Property shall be denied based on a failure to provide a second point of access on McKenzie Road.

4. Entire Agreement. The Agreement, as amended by this Amendment, is the entire agreement between the Parties with respect to the subject matter covered in this Amendment. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of the Agreement, as amended by this Amendment. The Agreement shall remain in full force and effect except as amended by this Amendment. In the event of a conflict between the Agreement and this Amendment, this Amendment shall control.

5. Amendments. This Amendment may only be amended by a written agreement executed by both Parties.

6. Assignment. Developer may assign any right, title, interest or obligation under this Amendment in whole or in part in accordance with the Agreement.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

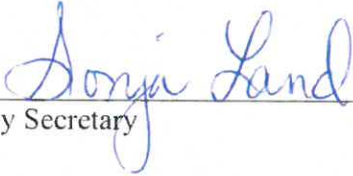
8. Exhibits. Exhibit A and Exhibit B are attached hereto and incorporated herein for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF MESQUITE

By: 
Name: Cliff Coleley
Title: City Manager

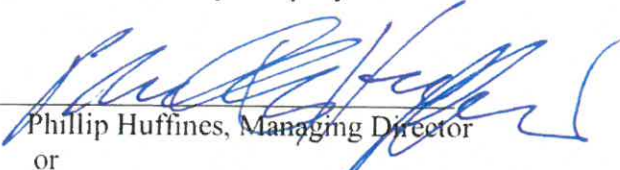
ATTEST:


City Secretary

[SIGNATURES CONTINUE ON NEXT PAGE]

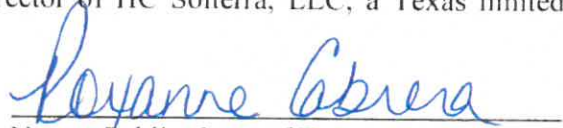
Developer:

HC Solterra, LLC,
a Texas limited liability company

By: 
Phillip Huffines, Managing Director
or
Donald Huffines, Managing Director

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 5 day of March, 2021 by Phillip Huffines, Managing Director of HC Solterra, LLC, a Texas limited liability company, on behalf of said company.


Notary Public, State of Texas

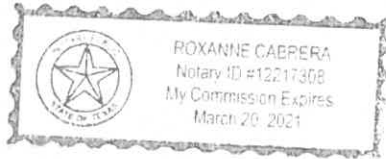


EXHIBIT A EASEMENT AREA

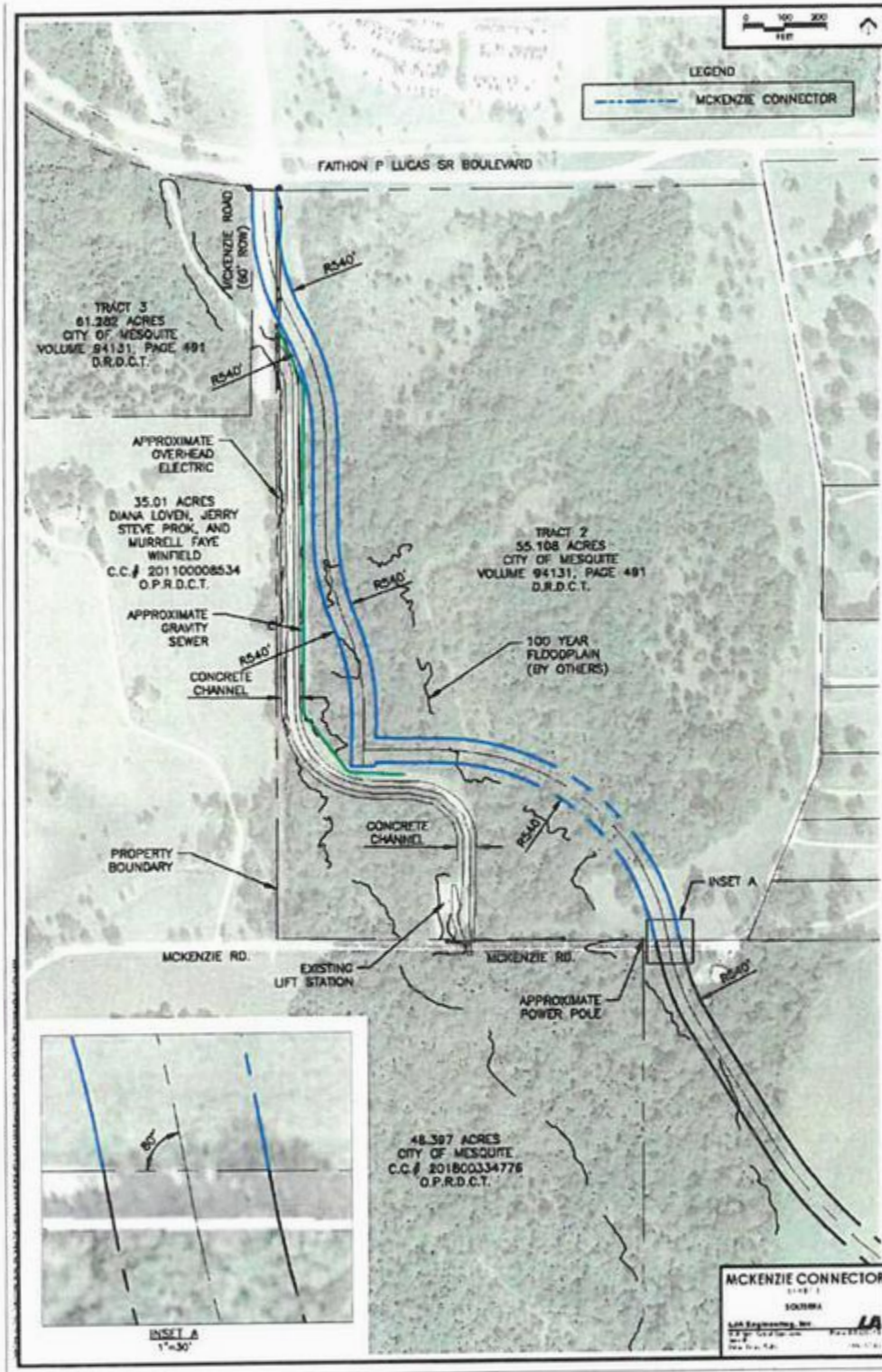


Exhibit A

**EXHIBIT B
FORM OF EASEMENTS**



VG-364-2021-202100063998

Dallas County
John F. Warren
Dallas County Clerk

Instrument Number: 202100063998

Real Property Recordings

Recorded On: March 08, 2021 10:32 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$54.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

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.

File Information:

Document Number: 202100063998
Receipt Number: 20210308000578
Recorded Date/Time: March 08, 2021 10:32 AM
User: Pamela G
Station: CC20

Record and Return To:

CITY OF MESQUITE
PO BOX 850137
MESQUITE TX 75185



**STATE OF TEXAS
Dallas County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Dallas County, Texas

John F. Warren
Dallas County Clerk
Dallas County, TX

the grantor shall not have the right to construct any permanent improvement upon said right-of-way easement.

EXECUTED on this 25th day of February, 2021.

ACKNOWLEDGMENT

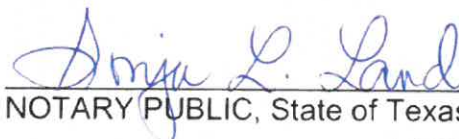
GRANTOR:

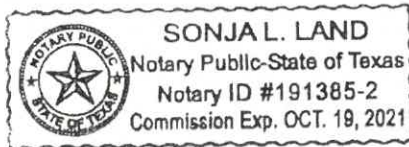
CITY OF MESQUITE,
A Texas home-rule municipality

By: 
Name: Cliff Keheley
Title: City Manager

THE STATE OF TEXAS)(
COUNTY OF DALLAS)(

This instrument was acknowledged before me on this 25th day of February, 2021 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



My Commission expires:

10.19.2021

[Seal]

EXHIBIT "A"
3.014 ACRE
RIGHT-OF-WAY EASEMENT

BEING A 3.014 ACRE TRACT OF LAND SITUATED IN THE J.P. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING PART OF A 55.108 ACRE TRACT OF LAND, CONVEYED AS TRACT 2 TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94131, PAGE 491, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID 3.014 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A 48.397 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800334776, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND THE COMMON WEST CORNER OF A CALLED 50 ACRE TRACT OF LAND CONVEYED TO CARYLYN LUCAS BASS, TRUSTEE, BY DEED RECORDED IN VOLUME 93013, PAGE 67, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTH LINE OF SAID TRACT 2 AND BEING IN THE APPROXIMATE CENTER OF MCKINZIE ROAD, (A PRESCRIPTIVE RIGHT-OF-WAY), FROM WHICH A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID TRACT 2 BEARS SOUTH 45 DEGREES 18 MINUTES 52 SECONDS WEST, A DISTANCE OF 896.12 FEET;

THENCE, NORTH 45 DEGREES 02 MINUTES 08 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID TRACT 2 AND THE COMMON NORTHWEST LINE OF SAID 50 ACRE TRACT, A DISTANCE OF 50.00 FEET TO **POINT OF BEGINNING** AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 79 DEGREES 09 MINUTES 35 SECONDS, A RADIUS OF 540.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 84 DEGREES 53 MINUTES 39 SECONDS WEST, A DISTANCE OF 688.13 FEET;

THENCE, OVER AND ACROSS SAID TRACT 2, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 746.06 FEET;

SOUTH 45 DEGREES 18 MINUTES 52 SECONDS WEST, A DISTANCE OF 160.57 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 10.00 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 18 MINUTES 52 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 41 MINUTES 08 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24 DEGREES 17 MINUTES 27 SECONDS, A RADIUS OF 540.00 FEET, AND A LONG CHORD THAT BEARS NORTH 56 DEGREES 49 MINUTES 51 SECONDS WEST, A DISTANCE OF 227.22 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 228.93 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23 DEGREES 26 MINUTES 08 SECONDS, A RADIUS OF 600.00 FEET, AND A LONG CHORD THAT BEARS NORTH 57 DEGREES 15 MINUTES 31 SECONDS WEST, A DISTANCE OF 243.71 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 245.42 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 32 MINUTES 27 SECONDS WEST, A DISTANCE OF 223.92 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29 DEGREES 45 MINUTES 59 SECONDS, A RADIUS OF 540.00 FEET, AND A LONG CHORD THAT BEARS NORTH 60 DEGREES 25 MINUTES 26 SECONDS WEST, A DISTANCE OF 277.40 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 280.54 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 54 MINUTES 52 SECONDS, A RADIUS OF 600.00 FEET, AND A LONG CHORD THAT BEARS NORTH 73 DEGREES 21 MINUTES 00 SECONDS WEST, A DISTANCE OF 40.98 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 40.99 FEET TO A POINT ON THE SOUTHWEST LINE OF SAID TRACT 2 AND THE COMMON NORTHEAST RIGHT-OF-WAY LINE OF MCKENZIE ROAD, (A 60' RIGHT-OF-WAY);

THENCE, NORTH 45 DEGREES 33 MINUTES 02 SECONDS WEST, ALONG SAID SOUTHWEST LINE AND SAID NORTHEAST RIGHT-OF-WAY LINE, A DISTANCE OF 261.53 FEET TO A POINT FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29 DEGREES 45

MINUTES 23 SECONDS, A RADIUS OF 540.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 25 MINUTES 44 SECONDS EAST, A DISTANCE OF 277.31 FEET, FROM WHICH A 1/2" IRON ROD FOUND FOR THE WEST CORNER OF SAID TRACT 2 BEARS NORTH 45 DEGREES 33 MINUTES 02 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE, OVER AND ACROSS SAID TRACT 2, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 280.45 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 45 MINUTES 59 SECONDS, A RADIUS OF 600.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 25 MINUTES 26 SECONDS EAST, A DISTANCE OF 308.22 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 311.71 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 32 MINUTES 27 SECONDS EAST, A DISTANCE OF 223.92 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23 DEGREES 26 MINUTES 08 SECONDS, A RADIUS OF 540.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 57 DEGREES 15 MINUTES 31 SECONDS EAST, A DISTANCE OF 219.34 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 220.88 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24 DEGREES 17 MINUTES 27 SECONDS, A RADIUS OF 600.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 56 DEGREES 49 MINUTES 51 SECONDS EAST, A DISTANCE OF 252.47 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 254.37 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 18 MINUTES 52 SECONDS EAST, A DISTANCE OF 160.57 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 79 DEGREES 43 MINUTES 17 SECONDS, A RADIUS OF 600.00 FEET, AND A LONG CHORD THAT BEARS NORTH 85 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 769.11 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 834.84 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 33 MINUTES 42 SECONDS, A RADIUS OF 540.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 55 DEGREES 14 MINUTES 42 SECONDS EAST, A DISTANCE OF 5.29 FEET;

ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 5.29 FEET TO A POINT FOR CORNER ON THE SOUTHEAST LINE OF SAID TRACT 2 AND THE COMMON NORTHWEST LINE OF AFORESAID 50 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID TRACT 2 BEARS NORTH 45 DEGREES 02 MINUTES 08 SECONDS EAST, A DISTANCE OF 167.25 FEET;

THENCE, SOUTH 45 DEGREES 02 MINUTES 08 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 60.98 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 131,302 SQUARE FEET OR 3.014 ACRES OF LAND.

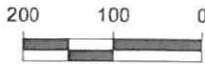
A PARCEL PLAT OF EQUAL DATE HEREWITH ACCOMPANIES THIS PROPERTY DESCRIPTION.



Chris Matteo, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6501
LJA Surveying, Inc.
6060 North Central Expressway, Suite 400
Dallas, Texas 75206
469-484-0778
TBPLS Firm No. 10194465



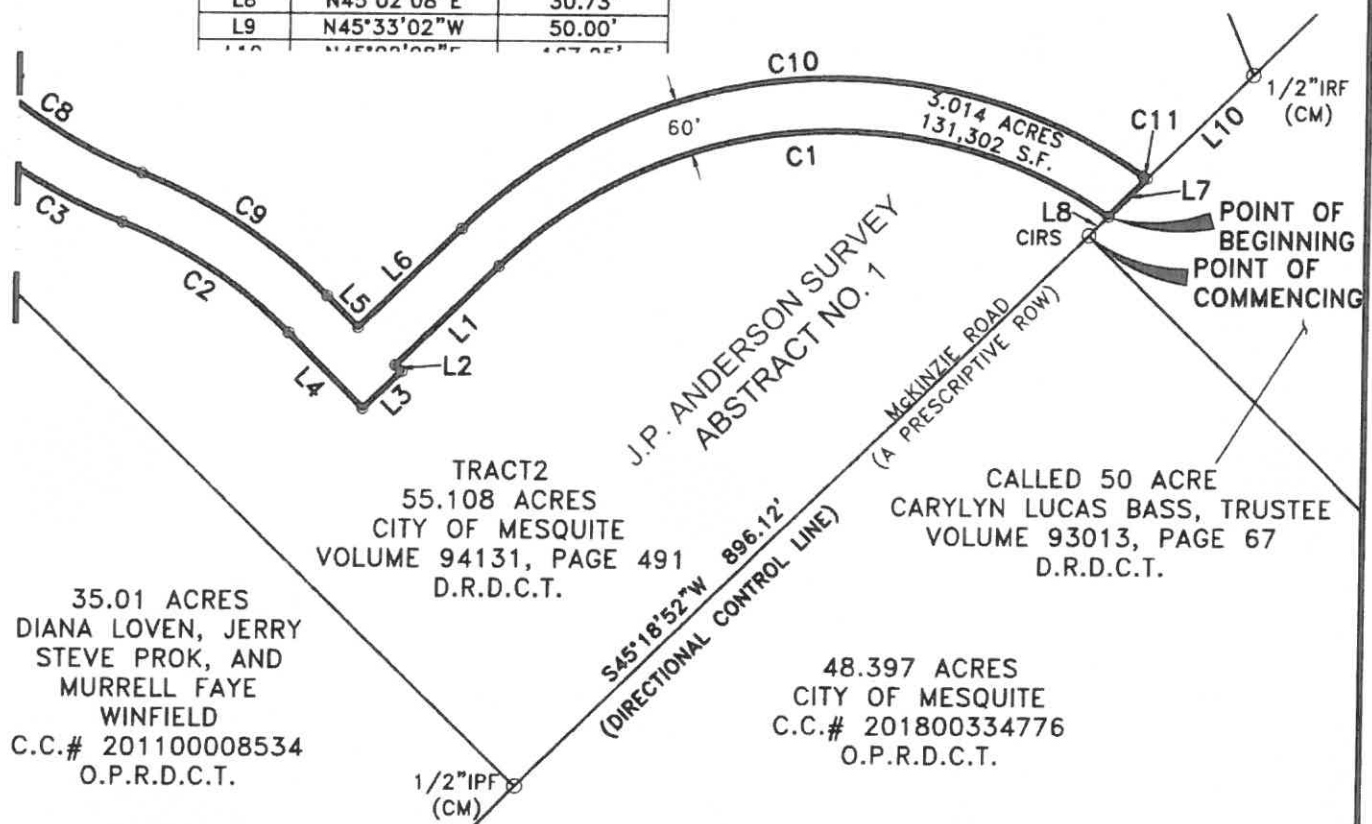
FEBRUARY 04, 2021



CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	079°09'35"	540.00'	S84°53'39"W	688.13'	746.06'
C2	024°17'27"	540.00'	N56°49'51"W	227.22'	228.93'
C3	023°26'08"	600.00'	N57°15'31"W	243.71'	245.42'
C4	029°45'59"	540.00'	N60°25'26"W	277.40'	280.54'
C5	003°54'52"	600.00'	N73°21'00"W	40.98'	40.99'
C6	029°45'23"	540.00'	S60°25'44"E	277.31'	280.45'
C7	029°45'59"	600.00'	S60°25'26"E	308.22'	311.71'
C8	023°26'08"	540.00'	S57°15'31"E	219.34'	220.88'
C9	024°17'27"	600.00'	S56°49'51"E	252.47'	254.37'
C10	079°43'17"	600.00'	N85°10'31"E	769.11'	834.84'
C11	000°33'42"	540.00'	S55°14'42"E	5.29'	5.29'

LINE	BEARING	DISTANCE
L1	S45°18'52"W	160.57'
L2	S44°41'08"E	10.00'
L3	S45°18'52"W	60.00'
L4	N44°41'08"W	120.00'
L5	S44°41'08"E	50.00'
L6	N45°18'52"E	160.57'
L7	S45°02'08"W	60.98'
L8	N45°02'08"E	30.73'
L9	N45°33'02"W	50.00'

MATCH LINE



35.01 ACRES
 DIANA LOVEN, JERRY
 STEVE PROK, AND
 MURRELL FAYE
 WINFIELD
 C.C.# 201100008534
 O.P.R.D.C.T.

TRACT 2
 55.108 ACRES
 CITY OF MESQUITE
 VOLUME 94131, PAGE 491
 D.R.D.C.T.

48.397 ACRES
 CITY OF MESQUITE
 C.C.# 201800334776
 O.P.R.D.C.T.

CALLLED 50 ACRE
 CARYLYN LUCAS BASS, TRUSTEE
 VOLUME 93013, PAGE 67
 D.R.D.C.T.

LEGEND

- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- CIRS 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- (CM) CONTROLLING MONUMENT
- (C.C.#) COUNTY CLERK'S FILE NUMBER

BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387).

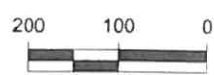
PAGE 5 OF 6	DATE:	02/04/21
	DRWN BY:	B.M.Y.
	CHKD BY:	C.M.
	PROJ NO.	0062

EXHIBIT "A"
 3.014 ACRE RIGHT-OF-WAY EASEMENT
 IN THE
 J.P. ANDERSON SURVEY, ABSTRACT NO.1
 CITY OF MESQUITE, DALLAS COUNTY, TEXAS

LJA Surveying, Inc.

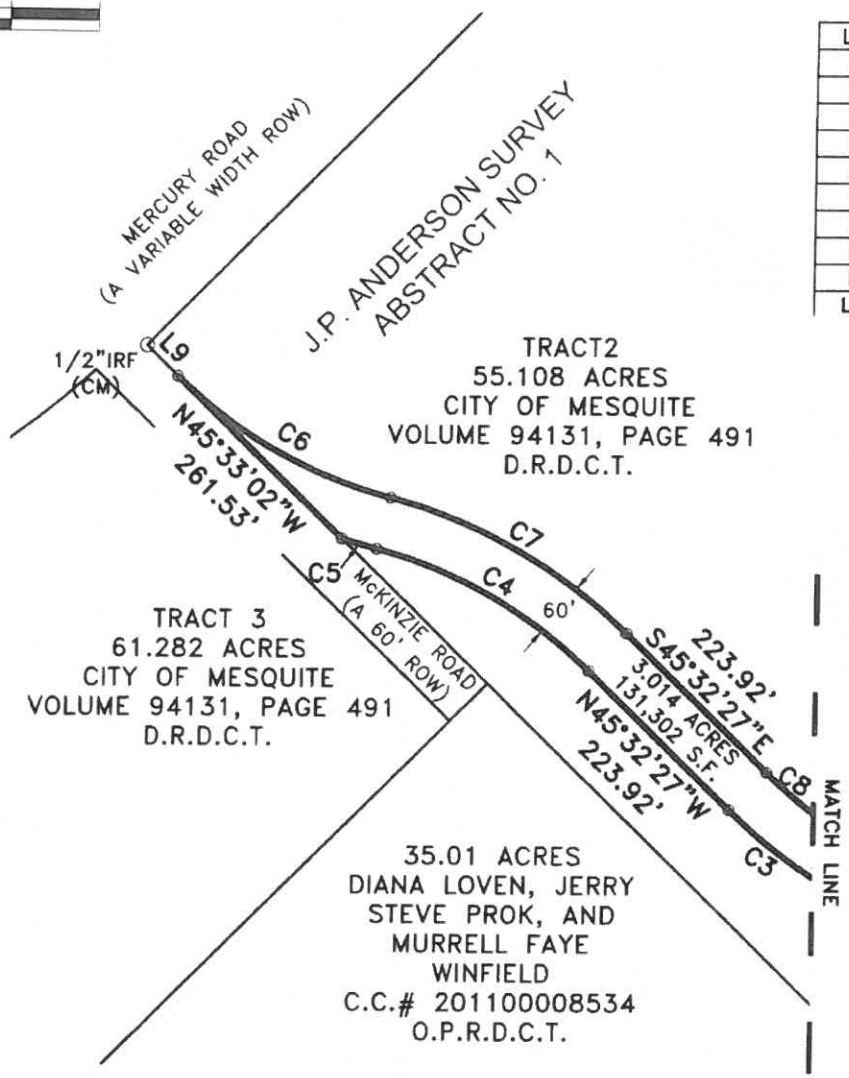
6060 North Central Expressway Suite 400 Dallas, Texas 75206 Phone 469.621.0710 T.B.P.L.S Firm No. 10194465

S:\NTX-LAND\0062\200 SURVEY\280 Easements\0062EX05.dwg 2/4/2021



CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	079°09'35"	540.00'	S84°53'39"W	688.13'	746.06'
C2	024°17'27"	540.00'	N56°49'51"W	227.22'	228.93'
C3	023°26'08"	600.00'	N57°15'31"W	243.71'	245.42'
C4	029°45'59"	540.00'	N60°25'26"W	277.40'	280.54'
C5	003°54'52"	600.00'	N73°21'00"W	40.98'	40.99'
C6	029°45'23"	540.00'	S60°25'44"E	277.31'	280.45'
C7	029°45'59"	600.00'	S60°25'26"E	308.22'	311.71'
C8	023°26'08"	540.00'	S57°15'31"E	219.34'	220.88'
C9	024°17'27"	600.00'	S56°49'51"E	252.47'	254.37'
C10	079°43'17"	600.00'	N85°10'31"E	769.11'	834.84'
C11	000°33'42"	540.00'	S55°14'42"E	5.29'	5.29'

LINE	BEARING	DISTANCE
L1	S45°18'52"W	160.57'
L2	S44°41'08"E	10.00'
L3	S45°18'52"W	60.00'
L4	N44°41'08"W	120.00'
L5	S44°41'08"E	50.00'
L6	N45°18'52"E	160.57'
L7	S45°02'08"W	60.98'
L8	N45°02'08"E	30.73'
L9	N45°33'02"W	50.00'
L10	N45°02'08"E	167.25'



LEGEND

- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- CIRS 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- (CM) CONTROLLING MONUMENT
- (C.C.#) COUNTY CLERK'S FILE NUMBER

BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387).



PAGE 6
OF 6

DATE:	02/04/21
DRWN BY:	B.M.Y.
CHKD BY:	C.M.
PROJ NO.	0062

EXHIBIT "A"
3.014 ACRE RIGHT-OF-WAY EASEMENT
IN THE
J.P. ANDERSON SURVEY, ABSTRACT NO.1
CITY OF MESQUITE, DALLAS COUNTY, TEXAS

LJA Surveying, Inc.
6060 North Central Expressway Suite 400
Dallas, Texas 75206
Phone 469.621.0710
T.B.P.L.S. Firm No 10194465

S:\NTY-LAND\0062\200 SURVEY\260 Easements\0062EX05.dwg 2/4/2021



VG-364-2021-202100063996

Dallas County
John F. Warren
Dallas County Clerk

Instrument Number: 202100063996

Real Property Recordings

Recorded On: March 08, 2021 10:32 AM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$42.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 202100063996
Receipt Number: 20210308000578
Recorded Date/Time: March 08, 2021 10:32 AM
User: Pamela G
Station: CC20

Record and Return To:

CITY OF MESQUITE
PO BOX 850137
MESQUITE TX 75185



**STATE OF TEXAS
Dallas County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Dallas County, Texas

John F. Warren
Dallas County Clerk
Dallas County, TX

5+2

RETURN TO: CITY SECRETARY
CITY OF MESQUITE
P.O. BOX 850137
MESQUITE, TX 75185-0137

DRAINAGE EASEMENT (0.352 Acres)

THE STATE OF TEXAS)(
COUNTY OF DALLAS)(

KNOW ALL MEN BY THESE PRESENTS:

THAT, CITY OF MESQUITE, a Texas home-rule municipality, hereinafter referred to as Grantor, whether one or more, for and in consideration of cash ten dollars (\$10.00) to Grantor in hand paid by the City of Mesquite, the receipt of which is hereby acknowledged, and the further consideration of the benefits to be derived by Grantor from the placing of storm sewer mains and related equipment and appurtenances on the premises hereinafter described, have this day Granted and Conveyed, and by these presents, do hereby Grant and Convey unto the City of Mesquite, a home-rule municipality situated in Dallas County, Texas, an easement to construct, reconstruct and perpetually maintain storm sewer mains and related equipment and appurtenances, together with the right to make connections and such other construction and improvements incidental to the construction and maintenance of such lines in, upon and across the following described land, to wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Dallas, State of Texas, described in the attached legal description and diagram (EXHIBIT "A") attached hereto and made a part hereof for all purposes, to which reference is made for a more particular description of said property (the "Easement Area"):

TO HAVE AND TO HOLD the same perpetually to the City of Mesquite, its successors and assigns, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said storm sewer mains and related equipment and appurtenances, and for making connections therewith; all upon the condition that the City of Mesquite will at all times after doing any work in connection with the construction or repair of said storm sewer mains and related equipment and appurtenances restore the surface of said premises to the condition in which the same was found before such work was undertaken.

If the City approves a final plat that includes a different legal description for the Easement Area than the description attached hereto as Exhibit A, Grantor and Grantee agree that the Easement Area will be automatically amended to match the easement approved on the final plat. Upon recording of the final plat in the real property records of Dallas County, Texas, the legal description attached hereto as Exhibit A is automatically replaced with the legal description approved with the recorded final plat.

AND it is further agreed that CITY OF MESQUITE in consideration of the benefits above set out, will remove from the drainage easement above described, such fences, trees, shrubs, buildings and other obstructions as may now be found upon said drainage easement and that the grantor shall not have the right to construct any permanent improvement upon said drainage easement.

EXECUTED on this 25th day of February, 2021.

EXHIBIT "A"
0.352 ACRE
DRAINAGE EASEMENT

BEING A 0.352 ACRE TRACT OF LAND SITUATED IN THE J.P. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING PART OF LOT 2, BLOCK 1 OF THE BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, AN ADDITION TO THE CITY OF MESQUITE, TEXAS, RECORDED IN VOLUME 20033167, PAGE 146, MAP RECORDS, DALLAS COUNTY, TEXAS. SAID 0.352 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "C&B" FOUND FOR THE NORTH CORNER OF SAID LOT 2, BLOCK 1 AND A COMMON WEST CORNER OF THE REMAINDER OF A 132.42 ACRE TRACT OF LAND CONVEYED SA TRACT 11 TO LUCAS FARMS JOINT VENTURE, RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 10 MINUTES 34 SECONDS EAST, ALONG THE COMMON LINE OF SAID LOT 2, BLOCK 1 AND SAID REMAINDER OF A 132.42 ACRE TRACT, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER, FROM WHICH A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "C&B" FOUND FOR AND ANGLE POINT IN SAID COMMON LINE BEARS SOUTH 45 DEGREES 10 MINUTES 34 SECONDS EAST, A DISTANCE OF 122.59 FEET;

THENCE, SOUTH 44 DEGREES 49 MINUTES 26 SECONDS WEST, OVER AND ACROSS SAID LOT 2, BLOCK 1, A DISTANCE OF 309.88 FEET TO A POINT FOR CORNER IN A SOUTHWEST LINE OF SAID LOT 2, BLOCK 1 AND A COMMON NORTHEAST LINE OF THE SAID REMAINDER OF A 132.42 ACRE TRACT;

THENCE, NORTH 38 DEGREES 08 MINUTES 15 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 50.38 FEET TO A POINT FOR A WEST CORNER OF SAID LOT 2, BLOCK 1 AND A COMMON NORTH CORNER OF SAID REMAINDER OF A 132.42 ACRE TRACT, SAME BEING IN THE SOUTHEAST LINE OF CEDARBROOK ESTATES, AN ADDITION TO THE CITY OF MESQUITE, TEXAS RECORDED IN VOLUME 98228, PAGE 4, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 49 MINUTES 26 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID LOT 2, BLOCK 1 AND SAID SOUTHEAST LINE OF CEDARBROOK ESTATES, A DISTANCE OF 303.70 TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 15,340 SQUARE FEET OR 0.352 ACRES OF LAND.

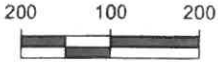
A PARCEL PLAT OF EQUAL DATE HEREWITH ACCOMPANIES THIS PROPERTY DESCRIPTION.



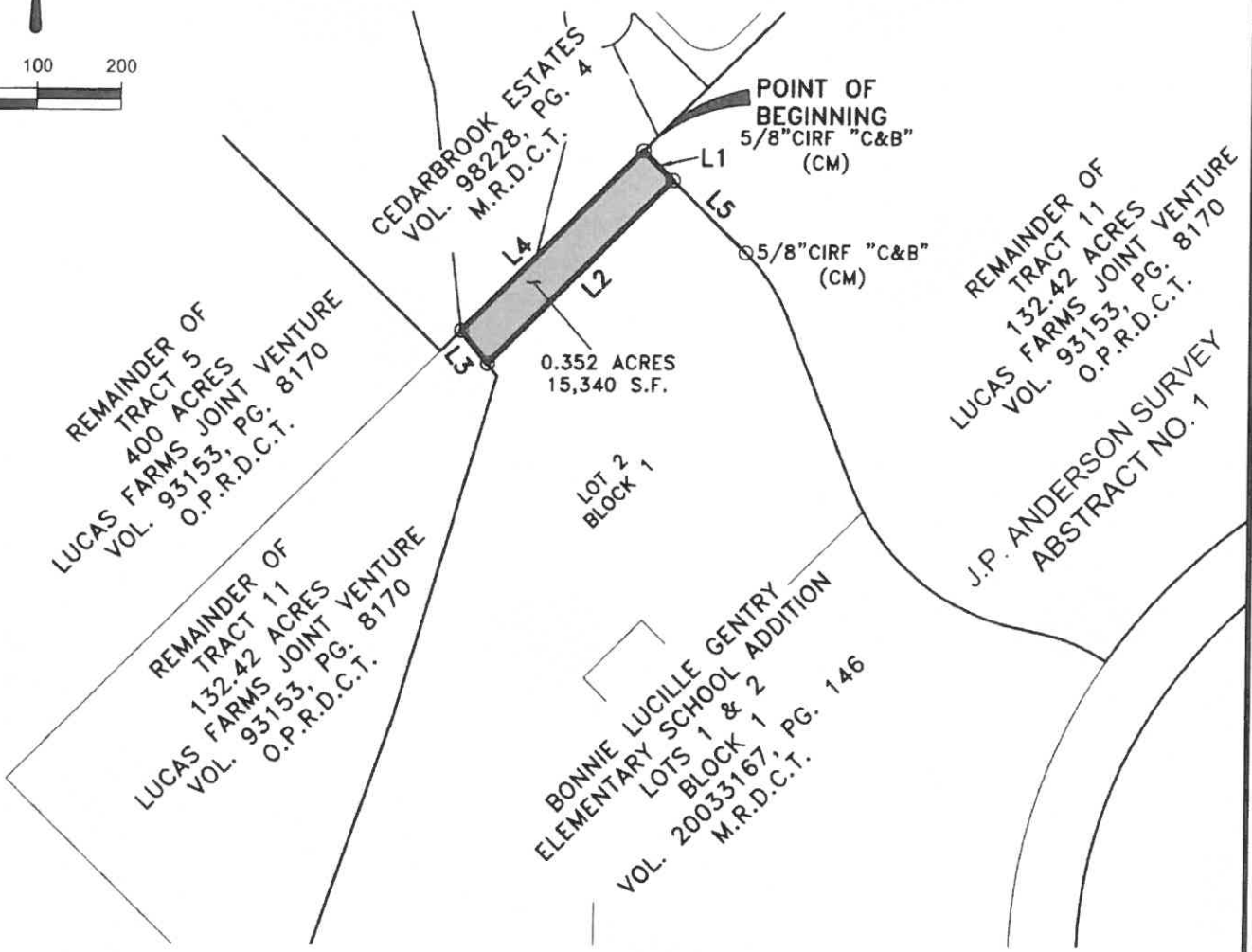
Chris Matteo, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6501
LJA Surveying, Inc.
6060 North Central Expressway, Suite 400
Dallas, Texas 75206
469-484-0778
TBPLS Firm No. 10194465



FEBRUARY 04, 2021



LINE	BEARING	DISTANCE
L1	S45°10'34"E	50.00'
L2	S44°49'26"W	309.88'
L3	N38°08'15"W	50.38'
L4	N44°49'26"E	303.70'
L5	S45°10'34"E	122.59'



S:\NIX-LAND\0062\200 SURVEY\280 Easements\0062EX12.dwg 2/4/2021

LEGEND

- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- CIRS 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- (CM) CONTROLLING MONUMENT
- (C.C.#) COUNTY CLERK'S FILE NUMBER

BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387).



PAGE 3 OF 3	DATE:	02/04/21
	DRWN BY:	B.M.Y.
	CHKD BY:	C.M.
	PROJ NO.	0062

EXHIBIT "A"
0.352 ACRE DRAINAGE EASEMENT
IN THE
J.P. ANDERSON SURVEY, ABSTRACT NO.1
CITY OF MESQUITE, DALLAS COUNTY, TEXAS

LJA Surveying, Inc.
6060 North Central Expressway Suite 400 Dallas, Texas 75206 Phone 469.621.0710 T.B.P.L.S. Firm No 10194465



VG-364-2021-202100063997

Dallas County
John F. Warren
Dallas County Clerk

Instrument Number: 202100063997

Real Property Recordings

Recorded On: March 08, 2021 10:32 AM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$42.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 202100063997
Receipt Number: 20210308000578
Recorded Date/Time: March 08, 2021 10:32 AM
User: Pamela G
Station: CC20

Record and Return To:

CITY OF MESQUITE
PO BOX 850137
MESQUITE TX 75185



STATE OF TEXAS
Dallas County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Dallas County, Texas

John F. Warren
Dallas County Clerk
Dallas County, TX

RETURN TO: CITY SECRETARY
CITY OF MESQUITE
P.O. BOX 850137
MESQUITE, TX 75185-0137

DRAINAGE EASEMENT (0.082 Acres)

THE STATE OF TEXAS)
)
COUNTY OF DALLAS) KNOW ALL MEN BY THESE PRESENTS:

THAT, CITY OF MESQUITE, a Texas home-rule municipality, hereinafter referred to as Grantor, whether one or more, for and in consideration of cash ten dollars (\$10.00) to Grantor in hand paid by the City of Mesquite, the receipt of which is hereby acknowledged, and the further consideration of the benefits to be derived by Grantor from the placing of **storm sewer mains and related equipment and appurtenances** on the premises hereinafter described, have this day Granted and Conveyed, and by these presents, do hereby Grant and Convey unto the City of Mesquite, a home-rule municipality situated in Dallas County, Texas, an easement to construct, reconstruct and perpetually maintain **storm sewer mains and related equipment and appurtenances**, together with the right to make connections and such other construction and improvements incidental to the construction and maintenance of such lines in, upon and across the following described land, to wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Dallas, State of Texas, described in the attached legal description and diagram (EXHIBIT "A") attached hereto and made a part hereof for all purposes, to which reference is made for a more particular description of said property (the "Easement Area"):

TO HAVE AND TO HOLD the same perpetually to the City of Mesquite, its successors and assigns, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said **storm sewer mains and related equipment and appurtenances**, and for making connections therewith; all upon the condition that the City of Mesquite will at all times after doing any work in connection with the construction or repair of said **storm sewer mains and related equipment and appurtenances** restore the surface of said premises to the condition in which the same was found before such work was undertaken.

If the City approves a final plat that includes a different legal description for the Easement Area than the description attached hereto as Exhibit A, Grantor and Grantee agree that the Easement Area will be automatically amended to match the easement approved on the final plat. Upon recording of the final plat in the real property records of Dallas County, Texas, the legal description attached hereto as Exhibit A is automatically replaced with the legal description approved with the recorded final plat.

AND it is further agreed that **CITY OF MESQUITE** in consideration of the benefits above set out, will remove from the drainage easement above described, such fences, trees, shrubs, buildings and other obstructions as may now be found upon said drainage easement and that the grantor shall not have the right to construct any permanent improvement upon said drainage easement.

EXECUTED on this 25th day of February, 2021.

EXHIBIT "A"
0.082 ACRE
DRAINAGE EASEMENT

BEING A 0.082 ACRE TRACT OF LAND SITUATED IN THE J.P. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING PART OF A 48.397 ACRE TRACT OF LAND, CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800334776, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 0.082 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 48.397 ACRE TRACT AND THE COMMON WEST CORNER OF A CALLED 50 ACRE TRACT OF LAND CONVEYED TO CARYLYN LUCAS BASS, TRUSTEE, BY DEED RECORDED IN VOLUME 93013, PAGE 67, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTH LINE OF A 55.108 ACRE TRACT OF LAND CONVEYED AS TRACT 2, TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94131, PAGE 491, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTER OF MCKINZIE ROAD, (A PRESCRIPTIVE RIGHT-OF-WAY), FROM WHICH A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID TRACT 2 BEARS SOUTH 45 DEGREES 18 MINUTES 52 SECONDS WEST, A DISTANCE OF 896.12 FEET AND A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID TRACT 2 BEARS NORTH 45 DEGREES 02 MINUTES 08 SECONDS EAST, A DISTANCE OF 258.96 FEET;

THENCE, SOUTH 45 DEGREES 23 MINUTES 37 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 48.397 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 50 ACRE TRACT, A DISTANCE OF 366.19 FEET TO **POINT OF BEGINNING**;

THENCE, SOUTH 45 DEGREES 23 MINUTES 37 SECONDS EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 38.15 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 48.397 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 06 DEGREES 26 MINUTES 45 SECONDS WEST, A DISTANCE OF 33.34 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 30 MINUTES 11 SECONDS EAST, A DISTANCE OF 75.93 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 04 MINUTES 20 SECONDS WEST, A DISTANCE OF 33.50 FEET TO A POINT FOR CORNER;

NORTH 14 DEGREES 30 MINUTES 11 SECONDS WEST, A DISTANCE OF 66.57 FEET TO A POINT FOR CORNER;

NORTH 06 DEGREES 26 MINUTES 45 SECONDS EAST, A DISTANCE OF 62.46 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 3,575 SQUARE FEET OR 0.082 ACRES OF LAND.

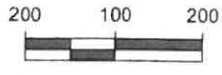
A PARCEL PLAT OF EQUAL DATE HEREWITH ACCOMPANIES THIS PROPERTY DESCRIPTION.



Chris Matteo, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6501
LJA Surveying, Inc.
6060 North Central Expressway, Suite 400
Dallas, Texas 75206
469-484-0778

December 22, 2020





LINE	BEARING	DISTANCE
L1	S45°23'37"E	38.15'
L2	S06°26'45"W	33.34'
L3	S14°30'11"E	75.93'
L4	N78°04'20"W	33.50'
L5	N14°30'11"W	66.57'
L6	N06°26'45"E	62.46'

J.P. ANDERSON SURVEY
ABSTRACT NO. 1

TRACT 2
55.108 ACRES
CITY OF MESQUITE
VOLUME 94131, PAGE 491
D.R.D.C.T.

1/2" IRF (CM)
CALLED 50 ACRE
CARYLYN LUCAS BASS, TRUSTEE
VOLUME 93013, PAGE 67
D.R.D.C.T.

POINT OF COMMENCING
CIRS

McKINZIE ROAD
(A PRESCRIPTIVE ROW)

POINT OF BEGINNING
L1
L2
L3
L4
30'
0.082 ACRES
3,575 S.F.

35.01 ACRES
DIANA LOVEN, JERRY
STEVE PROK, AND
MURRELL FAYE
WINFIELD
C.C.# 201100008534
O.P.R.D.C.T.

1/2" IPF (CM)

48.397 ACRES
CITY OF MESQUITE
C.C.# 201800334776
O.P.R.D.C.T.

S45°18'52"W 896.12'
(DIRECTIONAL CONTROL LINE)

LEGEND

- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- CIRS 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- (CM) CONTROLLING MONUMENT
- (C.C.#) COUNTY CLERK'S FILE NUMBER

BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387).



S:\NTX-LAND\0062\200 SURVEY\280 Easements\0062E\002.dwg 12/22/2020

PAGE 3
OF 3

DATE:	12/22/20
DRWN BY:	B.M.Y.
CHKD BY:	C.M.
PROJ NO.	0062

EXHIBIT "A"
0.082 ACRE DRAINAGE EASEMENT
IN THE
J.P. ANDERSON SURVEY, ABSTRACT NO. 1
CITY OF MESQUITE, DALLAS COUNTY, TEXAS

LJA Surveying, Inc.
6060 North Central Expressway Suite 400
Dallas, Texas 75206
Phone 469.621.0710
T.B.P.L.S. Firm No. 10194465