



AGREE
25
26 PGS

200600047083

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

AGREEMENT FOR VARIANCE AND DEVELOPMENT
FOR SOUTH MESQUITE CREEK CORRIDOR

26/116-00

THIS AGREEMENT, made this 21ST day of November, 2005, between LUCAS FARMS JOINT VENTURE, a Texas joint venture, GEORGE F. LUCAS IRREVOCABLE DESCENDANTS TRUST (Carolyn L. Bass and John R. Bass, Jr., Trustees), and FAITHON P. LUCAS, JR. FAMILY TRUST (Phillip A. Lucas and Hazel Lucas Hardacker, Co-Trustees) (hereinafter referred to collectively as the "**Owner**") and the City of Mesquite, Texas (hereinafter referred to as the "**City**").

WHEREAS, on November 4, 2002 a 1,426.9 acre tract of land owned by the Owner and located in southeast Mesquite was zoned planned development pursuant to City of Mesquite Ordinance No. 3538, such land being the land known as Lucas Farms (hereinafter referred to as "**Lucas Farms**" or "**Lucas Farms PD**") and described in the attached Exhibit "A", and is incorporated herein by reference for all purposes; and

WHEREAS, within Lucas Farms exists an area classified in the Lucas Farms PD as South Mesquite Creek (hereinafter referred to as "**SMC**") which is proposed to be dedicated to the City in fee during the development process of Lucas Farms; and

WHEREAS, the Lucas Farms PD requires compliance with current and/or future drainage improvement ordinances of the City of Mesquite and the Owner desires to obtain a variance to the requirements of the City's drainage improvement ordinance; and

WHEREAS, when certain criteria is met, a variance may be permitted to the City's drainage regulations and in the granting of such variance the City Council may attach such conditions as it deems necessary to further the purpose of the drainage regulations; and

WHEREAS, the City has found that the variance shall be granted subject to certain conditions and the City and Owner deem it appropriate to formalize such by this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above, and for \$10.00 and other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged by all parties, it is agreed as follows:

I.
Variances

Pursuant to the conditions and agreements set forth herein Owner shall be granted a variance to the City's drainage requirements, applicable to the development of Lucas Farms, as such is permitted by the provisions of Chapter 11, section 11-150 of the City of Mesquite Code of Ordinances, in effect on the date of this Agreement. The variance shall include 1) a waiver of the requirement to armor portions of SMC that have erosive

velocities, being velocities of greater than six feet per second; and 2) waive notification of the valley storage requirement, which is not technically a variance; and 3) a waiver of the prohibition of open channels with contributing drainage areas of less than 160 acres as that prohibition applies to tributaries 2, 3 & 4 of SMC, as shown on Exhibit "B" attached hereto and incorporated herein, providing, however, that (a) any open channel permitted by this variance shall comply with the design requirements applicable to natural open channels with drainage areas greater than 160 acres, and (b) the City staff and Owner shall determine, during the subdivision process, the appropriate width of the buffers adjoining the resulting natural open channel.

II.

Conditions to be Met Prior to Granting of Variance

Action by the City Council of the City granting the requested variance to the drainage standards shall take effect when the parties have duly executed this Agreement, in which the Owner shall agree to take the following actions:

1. Owner, on or before January 31, 2006, shall dedicate by written document(s) to the City all easements necessary for the sanitary sewer trunk main improvements in Lucas Farms, including temporary construction easements and drainage easements for gabion protection. The easements shall be in a form satisfactory to the Owner and to the City Attorney, which shall include a legal description of the easements to be dedicated and maps with metes and bounds delineated. Such easements may be granted in one or more instruments executed by the applicable member of the Owner whose respective property is affected by each portion of the applicable easement areas. Such easements shall also account for engineering and development plans for Lucas Farms, including appropriate access points as may be designated by Owner. Such easements shall also provide that in use of the easements the City: (a) will not unreasonably disturb any then existing agricultural uses of portions of Lucas Farms, (b) will respect all fencing and gates in place on Lucas Farms, and (c) will timely repair or replace any property damaged by City, or its agents, contractors or employees, in the use of such easements.
2. Lucas Farms Joint Venture, on or before April 1, 2006, shall dedicate to the City right-of-way and easements necessary for construction of the ultimate build out of the sections of Faithon P. Lucas, Senior Boulevard abutting or adjacent to Lucas Farms and associated bridges, erosion protection and utility relocations, as shown on Exhibit "C" attached hereto and incorporated herein by reference. Such dedications of right-of-way or easements shall be in form satisfactory to Lucas Farms Joint Venture and the City Attorney, which shall include a legal description of the right-of-way or easements to be dedicated and maps with metes and bounds delineated, and shall include requirements that the City, at its cost and expense shall relocate or replace existing fencing along such rights-of-way or easement areas prior to initiation of construction of any such improvements. In

consideration of the Owner dedicating the above described right-of-way to the City, City agrees that Owner shall not be subject to street improvement assessments as such are provided for by V.T.C.A., Transportation Code Chapter 313.

3. Lucas Farms Joint Venture shall dedicate to the City all right-of-way and easements necessary for the construction of the ultimate build out of the sections of Faithon P. Lucas, Senior Boulevard abutting or adjacent to Lucas Farms, erosion protection and utility relocations, as shown on Exhibit "D" attached hereto and incorporated herein by reference. Such dedications of right-of-way and easements shall be made by Lucas Farms Joint Venture within thirty (30) days following receipt of notice from the City that construction plans for Faithon P. Lucas, Senior Boulevard have been completed and the City is ready to commence construction of a four lane roadway on such right-of-way. Such dedications of right-of-way or easements shall be in form satisfactory to Lucas Farms Joint Venture and the City Attorney, which shall include a legal description of the right-of-way or easements to be dedicated and maps with metes and bounds delineated, and shall include requirements that the City, at its cost and expense shall relocate or replace existing fencing along such rights-of-way or easement areas prior to initiation of construction of any such improvements. In consideration of the Owner dedicating the above described right-of-way to the City, City agrees that Owner shall not be subject to street improvement assessments as such are provided for by V.T.C.A., Transportation Code Chapter 313.

III. Other Conditions

In addition to the conditions set forth in Section II above, Owner agrees:

1. In the development of Lucas Farms the Owner, and its successors or assigns, will maintain the buffer distances as indicated on Exhibits "E" and "F", attached hereto and made a part hereof for all purposes.
2. The Owner and City agree that the dedication in fee of the SMC to the City, as described and provided for in Section 2.1.6 of the Lucas Farms PD, shall be completed by the Owner on a time schedule and in a manner upon which City and Owner shall mutually agree.

IV. City Responsibilities

In connection with the granting of the variances granted herein upon and subject to the conditions to be met by the Owner, City agrees to the following:

1. City shall relinquish its right of equal conveyance for the 0.45 acre tract of land as shown in the attached Exhibit "H," which is incorporated herein by reference. Such rights of equal conveyance shall be relinquished by City to Owner upon execution of this Agreement. The rights of equal conveyance shall be relinquished in form satisfactory to the Owner and to the City Attorney, which shall include a legal description of such parcel of property with metes and bounds delineated.
2. City shall pay all fees and costs associated with necessary surveys in connection with the easements and rights-of-way and other dedications to be made to the City by Owner as described herein.
3. City shall begin the construction process for the sanitary sewer main described in Section II above no later than when construction of the first subdivision begins in Lucas Farms.

V. PID

Owner and the City shall mutually investigate and consider the possibility of the creation of a Public Improvement District (the "PID"), to be known as South Mesquite Creek Public Improvement District, which would be formed in compliance with the provisions of Chapter 372 of the Local Government Code. If the parties reach an agreement to establish such PID, the PID would be contemplated to include in its 5 year service plan provisions for a \$0.00 assessment until such time as development is underway as such is defined in the PID. In addition, the PID shall include an advisory body acceptable to the City and the Owner, and appropriate service plans, escrow accounts and financing mechanisms satisfactory to Owner and the City. The City shall have no obligation to commence permanent improvements to SMC until such time as either the PID has been established, or the City has finalized other financing arrangements for the construction of such improvements to SMC satisfactory to the City, in its sole discretion. The parties also acknowledge that any improvements constructed by City, whether pursuant to the PID or other financing arrangements satisfactory to the City, shall be complementary to the building standards and design guidelines for Lucas Farms, and shall contain adequate self contained parking.

VI. Subsequent Purchasers

If the Owner conveys all or part of the portions of Lucas Farms described herein, the terms of this Agreement shall bind all subsequent grantees, whose property may be subject to any remaining unfulfilled conditions contained herein. If the Owner should violate any of the terms hereof at any time, the Owner agrees that the City may take any appropriate legal action due to such violation.

VII. Recording

The Owner, for itself, its successors and assigns, by execution of this Agreement does agree with City, its successors and assigns, that the obligations undertaken herein by

the Owner shall be covenants running with the land and that in any deed of conveyance of the property described herein, or any part thereof, to any person or persons, said obligations shall be incorporated by reference to this Agreement as fully as the same are contained herein. Pursuant thereto, it is agreed by the parties hereto that this Agreement may be recorded in the Real Property Records of Dallas County, Texas; provided, however, from time to time, following completion of the conditions set forth in Section II hereof, the Owner may request that the City grant partial releases of portions of Lucas Farms from the terms and conditions of this Agreement, and the City shall grant such partial releases from this Agreement to portions of Lucas Farms that are not affected by any remaining terms or conditions in Section III hereof. Any such partial releases of this Agreement shall be in form satisfactory to the Owner and the City Attorney, which shall include a legal description of the portions of Lucas Farms being released from the terms and conditions of this Agreement.

VIII. Governing law

This Agreement shall be governed by the laws of the State of Texas and venue for any legal proceeding shall be in Dallas County, Texas.

Schedule of Exhibits:

Exhibit A – Legal description of Lucas Farms

Exhibit B – Map of tributaries 2, 3 and 4 of SMC

Exhibit C – Map of Faithon P. Lucas, Senior Blvd. 6.507 acre ROW and easements for TxDOT

bridge improvements

Exhibit D – Map of Faithon P. Lucas, Senior Blvd. ROW and easements from Cartwright Rd. to

TxDOT bridge

Exhibits E and F – Map depicting required buffer distances

~~Exhibit G – Map of Lucas Farms indicating adjacent sections of land to SMC that trigger donation of applicable portions of SMC to City~~

Exhibit H – Legal description of 0.45 acre tract

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or representatives, each intending to be legally bound hereby.

OWNER:

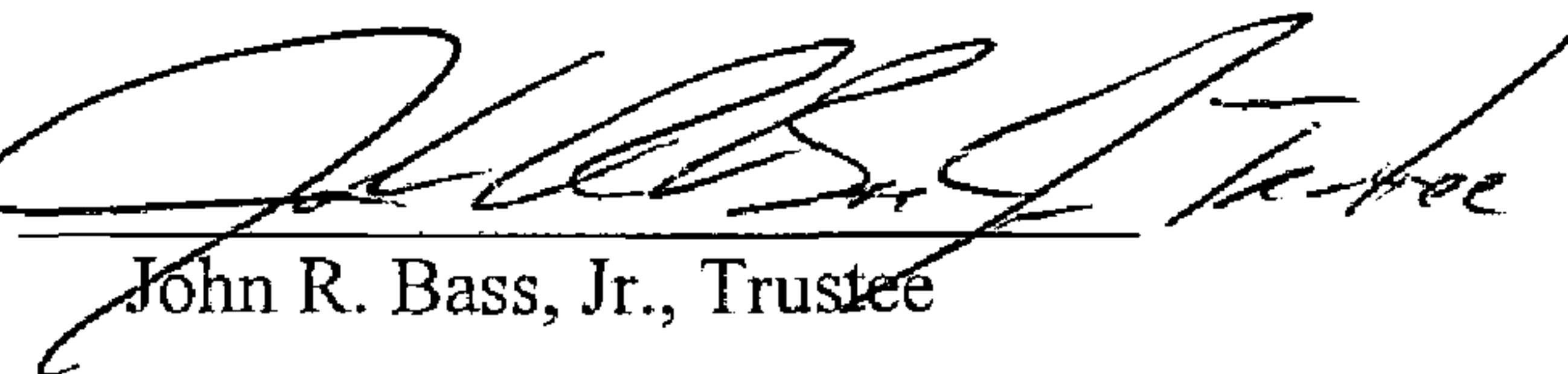
LUCAS FARMS JOINT VENTURE

By: 
John Faithon Lucas, Co-Manager

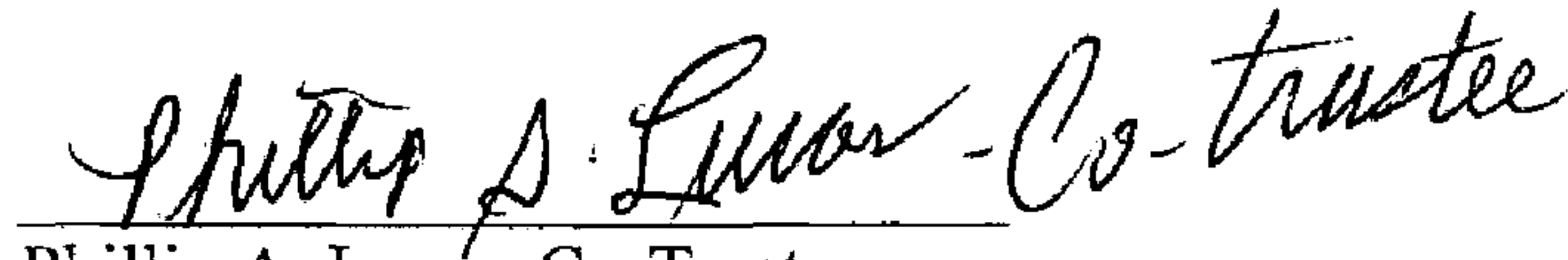
By: 
Carolyn Lucas Bass, Co-Manager

GEORGE F. LUCAS IRREVOCABLE DESCENDANTS TRUST

By: 
Carolyn Bass, Trustee

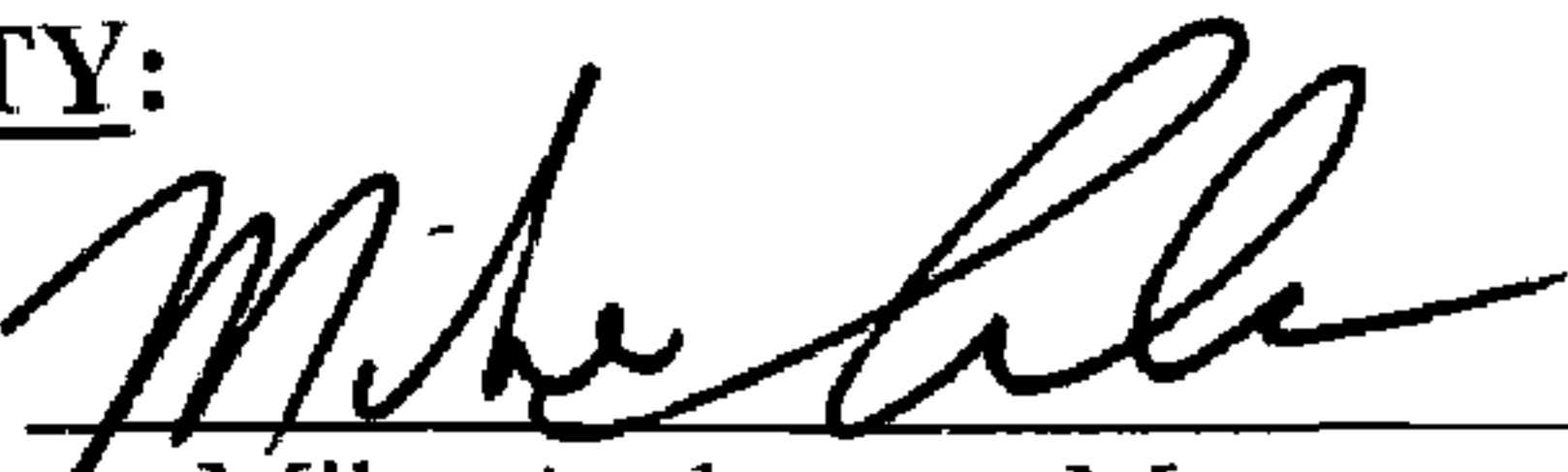
By: 
John R. Bass, Jr., Trustee

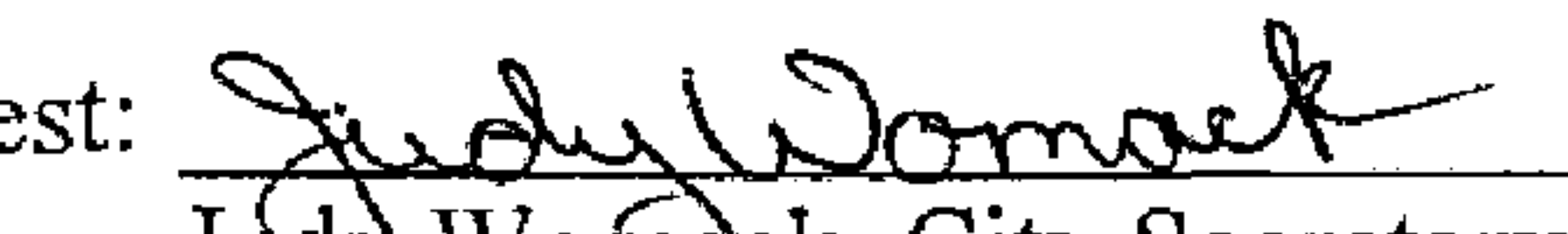
FAITHON P. LUCAS, JR. FAMILY TRUST

By: 
Phillip A. Lucas, Co-Trustee

By: 
Hazel Lucas Hardacker, Co-Trustee

CITY:

By: 
Mike Anderson, Mayor

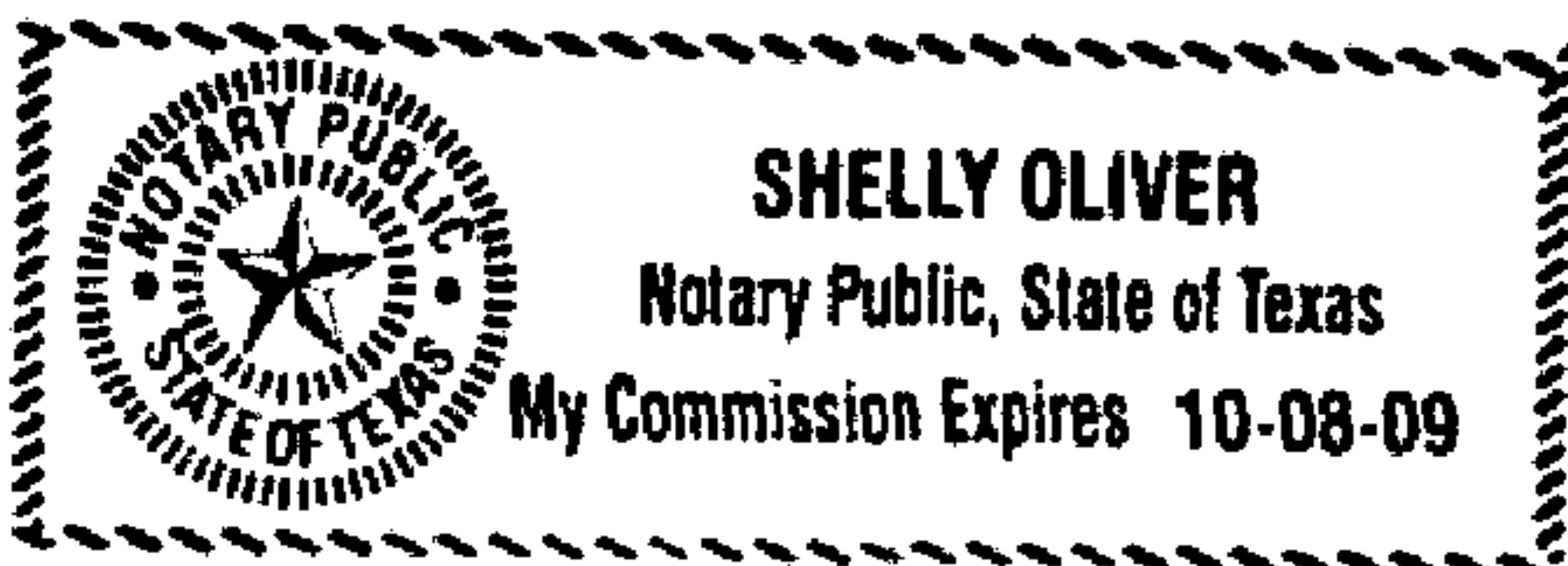
Attest: 
Judy Womack, City Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me by Carolyn Lucas Bass, the Co-Manager of Lucas Farms Joint Venture, a Texas joint venture, on behalf of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of ~~November~~, 2005.

December



Shelly Oliver
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

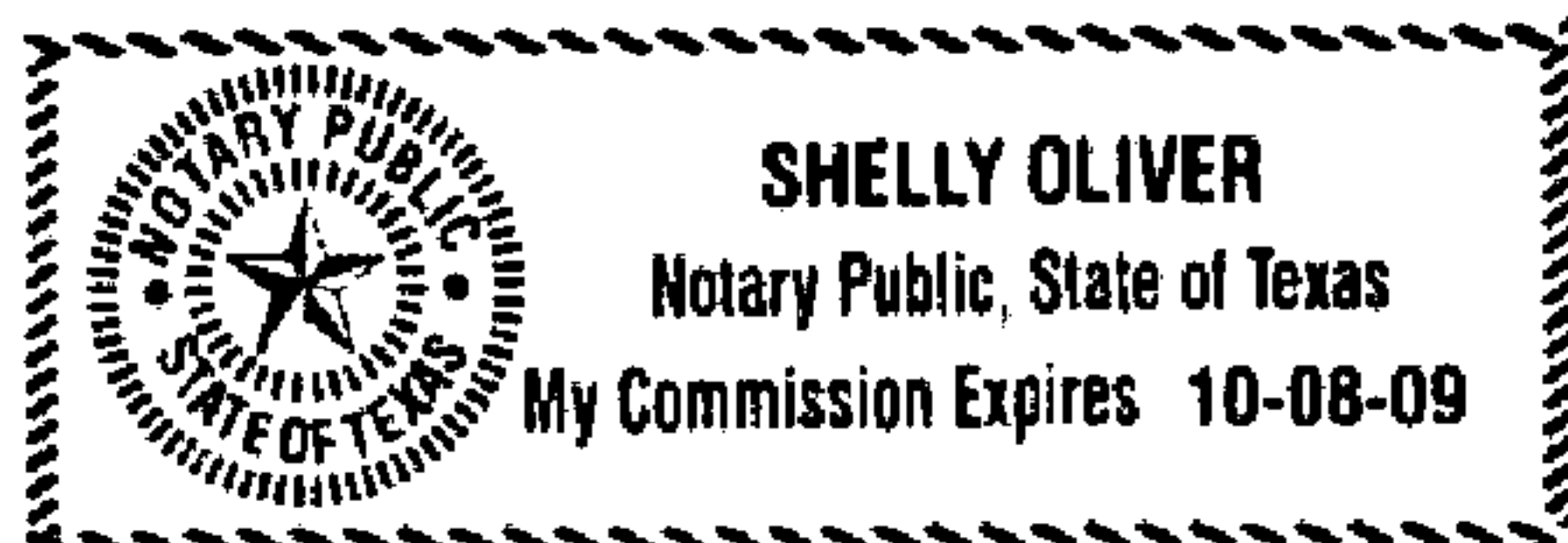
My Commission Expires: 10-08-09

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me by John F. Lucas, the Co-Manager of Lucas Farms Joint Venture, a Texas joint venture, on behalf of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of ~~November~~, 2005.

December



Shelly Oliver
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

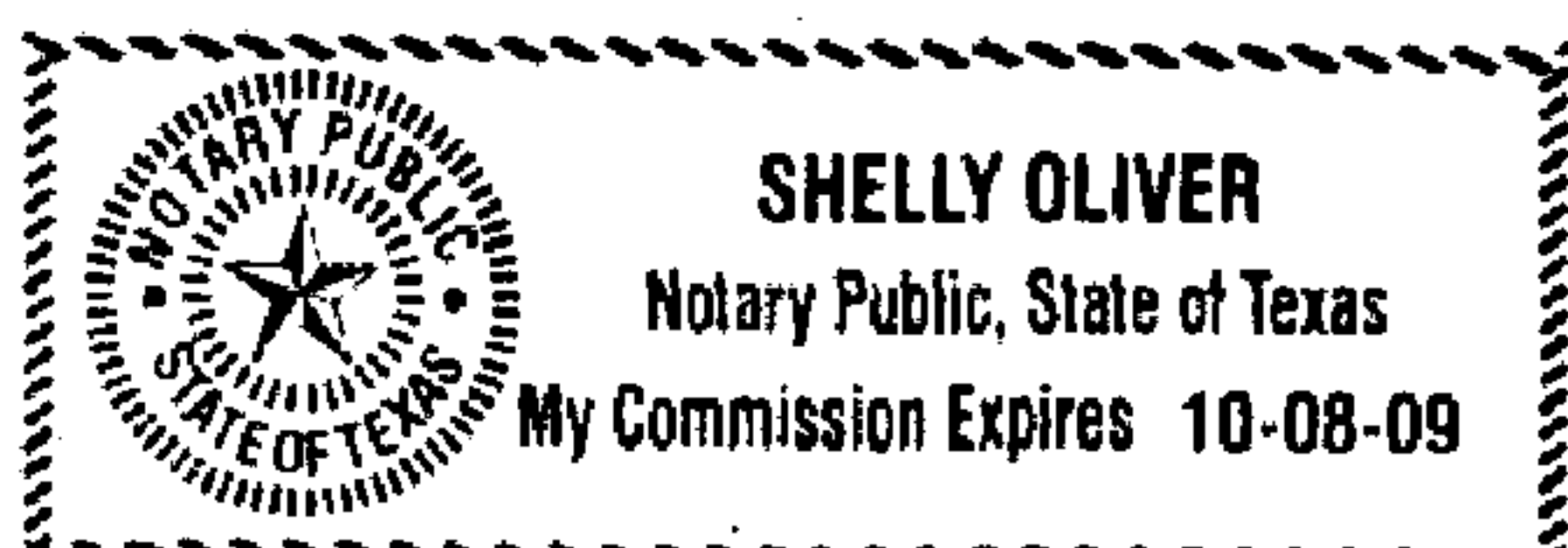
My Commission Expires: 10-08-09

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me by Carolyn L. Bass, a Trustee of George F. Lucas Irrevocable Descendants Trust, a Texas trust, on behalf of said trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of ~~November~~, 2005.

December



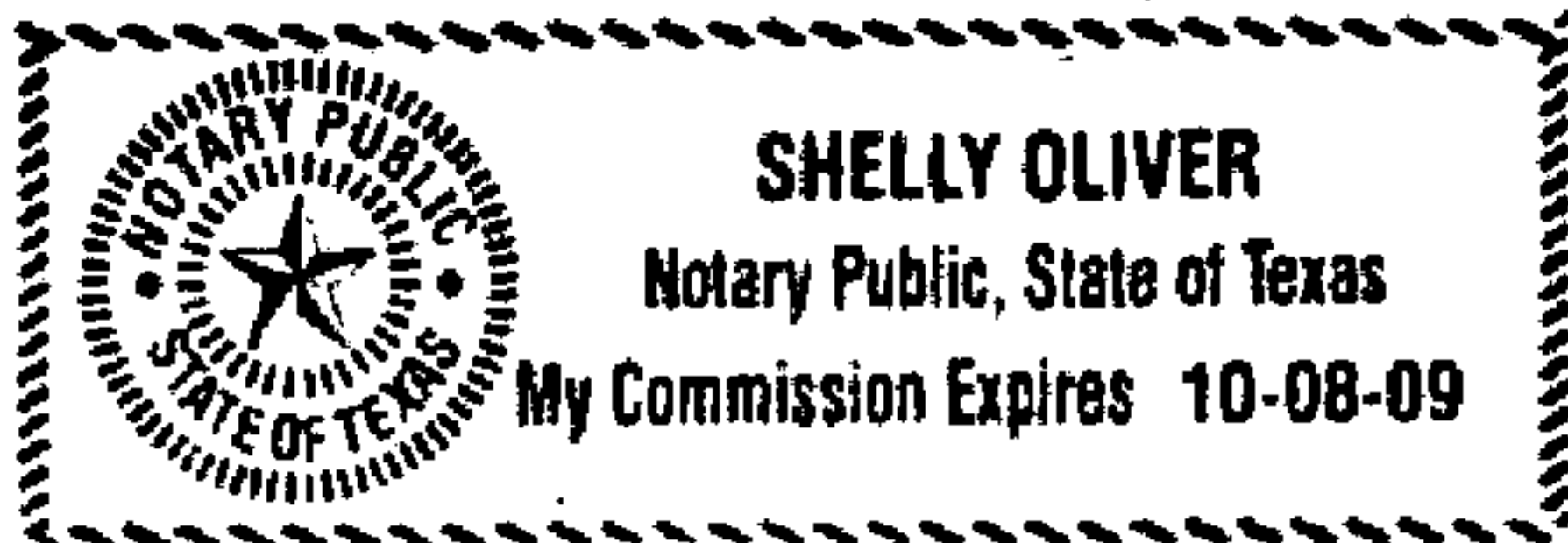
Shelly Oliver
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires: 10-08-09

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me by John R. Bass, Jr., a Trustee of George F. Lucas Irrevocable Descendants Trust, a Texas trust, on behalf of said trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of ~~November~~, 2005.
December



Shelly Oliver
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires: 10-08-09

THE STATE OF TEXAS §
 §
COUNTY OF Benton §

This instrument was acknowledged before me by Phillip A. Lucas, a Co-Trustee of Faithon P. Lucas, Jr. Family Trust, a Texas trust, on behalf of said trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of ~~November~~, 2005.
December

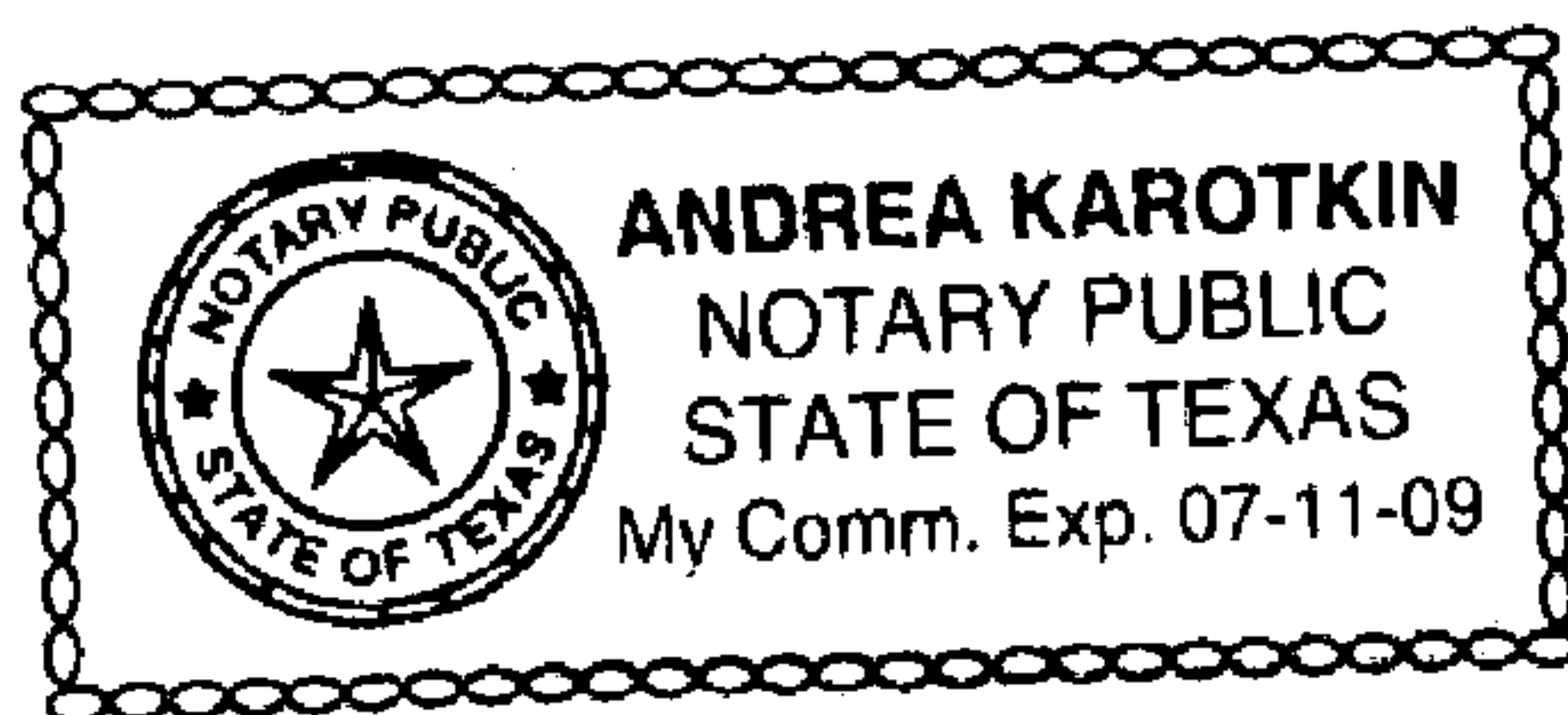
A. Ann Herring
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires: 01-20-07

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me by Hazel Lucas Hardacker, a Co-Trustee of Faithon P. Lucas, Jr. Family Trust, a Texas trust, on behalf of said trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of ~~November~~, 2005.
December



Andrea Karotkin
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires: 07/11/2009

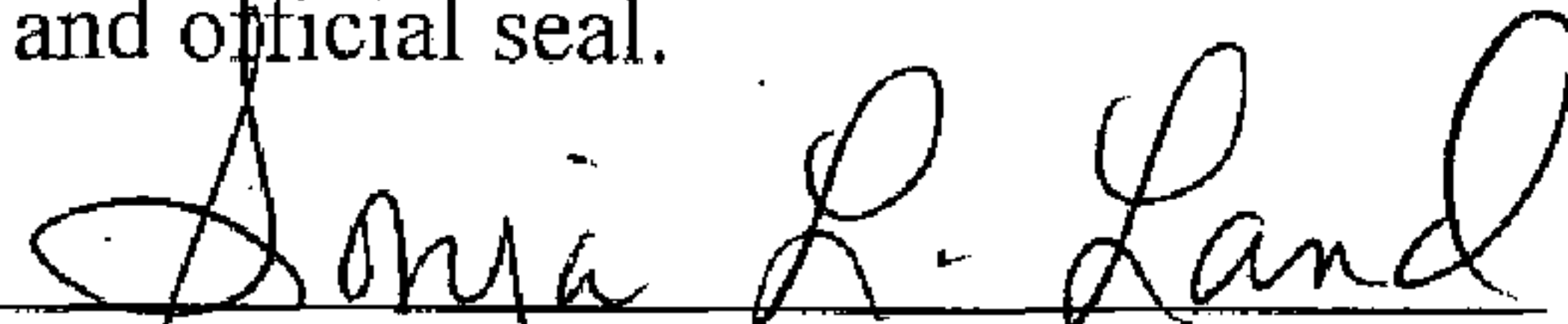
STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

December

On this, the 23 day of ~~November~~, 2005, before the undersigned notary public, personally appeared Mike Anderson, the Mayor of the City of Mesquite, Texas and as such did sign the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public in and for the State of Texas

My Commission Expires: 10/19/09

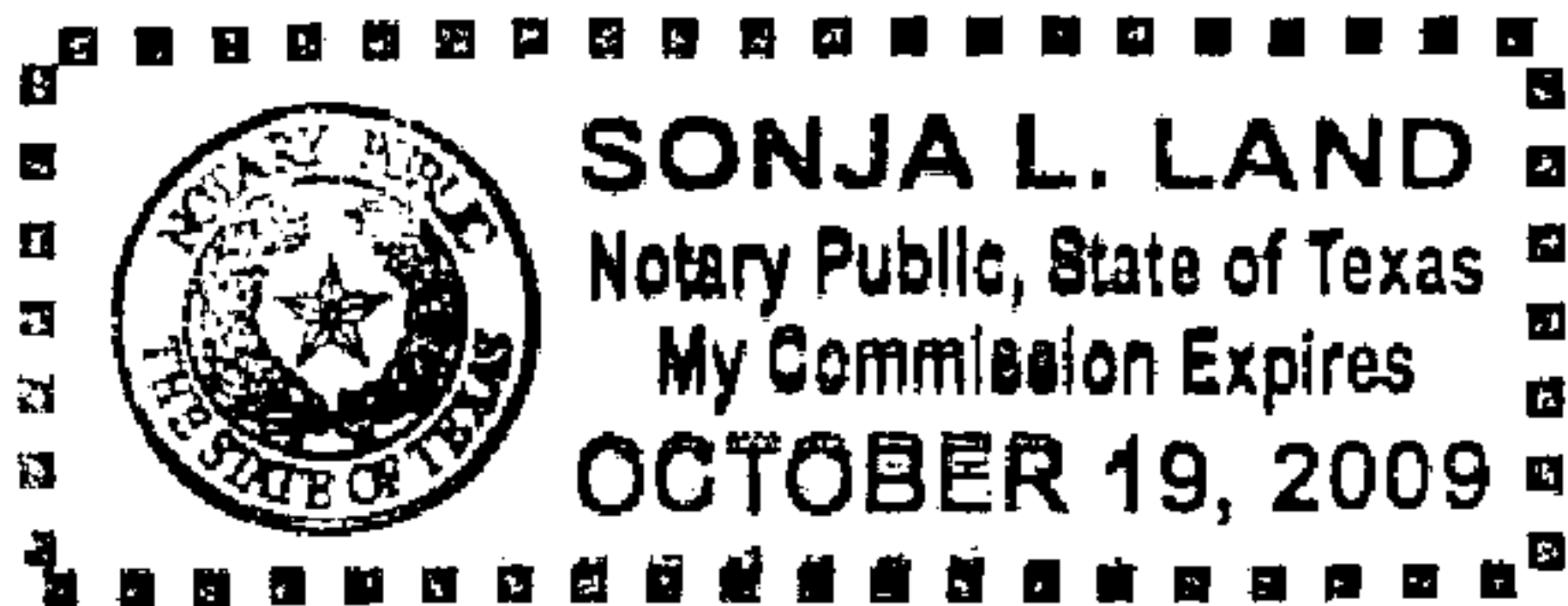




Exhibit A

LUCAS FARMS
LEGAL DESCRIPTION
1438.336 ACRES

BEING A 1438.336 ACRE TRACT OF LAND SITUATED IN THE JOHN F. ANDERSON LEAGUE SURVEY, ABSTRACT NO. 1, IN CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING ALL OF A 40 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 1, ALL OF A 75 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 2, ALL OF A TRACT OF LAND CONVEYED AS TRACT NO. 3, ALL OF A 0.40 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 4, BY DEED TO GEORGE F. LUCAS, FAITHON P. LUCAS, JR., AND EVELYN LUCAS, RECORDED IN VOLUME 92188, PAGE 259, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING ALL OF A 119.95 ACRE TRACT OF LAND CONVEYED BY DEED TO CAROLYN LUCAS BASS, TRUSTEE, RECORDED IN VOLUME 93010, PAGE 59, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING ALL OF A 50 ACRE TRACT OF LAND CONVEYED BY DEED TO CAROLYN LUCAS BASS, TRUSTEE, RECORDED IN VOLUME 93013, PAGE 67, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING ALL OF A 93.910 ACRE TRACT OF LAND CONVEYED BY DEED TO CAROLYN LUCAS BASS, TRUSTEE, RECORDED IN VOLUME 93013, PAGE 70, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING PART OF A 400 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 5, BY DEED TO LUCAS FARMS JOINT VENTURE, RECORDED IN VOLUME 93153, PAGE 8170, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING ALL OF A 34.5 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 1, ALL OF A 3.8 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 2, ALL OF A 44.5 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 3, ALL OF A 95.3 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 4, ALL OF A 204.13 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 6, ALL OF A 140.65 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 7, ALL OF A 32 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 8, ALL OF A 54.15 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 9, ALL OF A 25 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 10, ALL OF A 132.42 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 11, ALL OF A 25 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 12, ALL OF A 77.4 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 13, BY SAID DEED TO LUCAS FARMS JOINT VENTURE, SAID 1438.336 ACRE TRACT, WITH BEARING BASIS BEING SAID 400 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 5, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST NORTHWEST CORNER OF SAID 119.95 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE;

THENCE, ALONG THE NORTH LINE OF SAID 119.95 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 18 MINUTES 13 SECONDS EAST, AN APPROXIMATE DISTANCE OF 913.30 FEET TO A POINT FOR CORNER, AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 88 DEGREES 43 MINUTES 00 SECONDS, A RADIUS OF 174.78 FEET, AND A LONG CHORD THAT BEARS SOUTH 89 DEGREES 21 MINUTES 30 SECONDS EAST, AN APPROXIMATE DISTANCE OF 244.39 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN APPROXIMATE ARC LENGTH OF 270.63 FEET, TO A POINT FOR CORNER;

SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, AN APPROXIMATE DISTANCE OF 1492.58 FEET TO A POINT FOR CORNER, AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 33 DEGREES 20 MINUTES 00 SECONDS, A RADIUS OF



243.19 FEET, AND A LONG CHORD THAT BEARS SOUTH 61 DEGREES 40 MINUTES 00 SECONDS EAST, AN APPROXIMATE DISTANCE OF 139.50 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN APPROXIMATE ARC LENGTH OF 141.48 FEET, TO A POINT FOR CORNER;

SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, AN APPROXIMATE DISTANCE OF 2979.74 FEET TO A POINT FOR CORNER, ON THE NORTHERLY LINE OF SAID TRACT NO. 7, LUCAS FARMS JOINT VENTURE;

THENCE, ALONG SAID NORTHERLY LINE OF LUCAS FARMS JOINT VENTURE TRACT NO. 7, NO. 6, NO. 4, NO. 13, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, AN APPROXIMATE DISTANCE OF 931.03 FEET TO THE NORTH CORNER OF SAID TRACT NO. 7;

SOUTH 44 DEGREES 59 MINUTES 56 SECONDS EAST, AN APPROXIMATE DISTANCE OF 2346.83 FEET TO THE EAST CORNER OF SAID TRACT NO. 6;

SOUTH 45 DEGREES 10 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 1342.97 FEET TO THE NORTH CORNER OF SAID TRACT NO. 4;

SOUTH 44 DEGREES 39 MINUTES 06 SECONDS EAST, AN APPROXIMATE DISTANCE OF 3976.47 FEET TO THE EAST CORNER OF SAID TRACT NO. 13;

THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID TRACT NO. 13, AND SAID 40 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 1 TO GEORGE LUCAS, ET. AL., AN APPROXIMATE DISTANCE OF 1692.44 FEET TO THE SOUTHEASTERLY CORNER OF SAID 40 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 1;

THENCE, ALONG SAID 40 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 1, SAID 0.40 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 4, A 75 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 2, AND A 93.910 ACRE TRACT OF LAND CONVEYED BY DEED TO CAROLYN LUCAS BASS, TRUSTEE, THE FOLLOWING COURSES AND DISTANCES:

NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 1193.08 FEET TO THE NORTHEAST CORNER OF SAID TRACT NO. 4;

SOUTH 22 DEGREES 30 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 122.53 FEET TO THE SOUTH CORNER OF SAID TRACT NO. 4;

SOUTH 44 DEGREES 37 MINUTES 50 SECONDS EAST, AN APPROXIMATE DISTANCE OF 2823.15 FEET TO THE EAST CORNER OF SAID 93.910 ACRE TRACT OF LAND CONVEYED BY DEED TO CAROLYN LUCAS BASS, TRUSTEE;

SOUTH 44 DEGREES 59 MINUTES 58 SECONDS WEST, AN APPROXIMATE DISTANCE OF 1874.67 FEET TO THE SOUTH CORNER OF SAID 93.910 ACRE TRACT OF LAND CONVEYED BY DEED TO CAROLYN LUCAS BASS, TRUSTEE;

NORTH 44 DEGREES 24 MINUTES 20 SECONDS WEST, AN APPROXIMATE DISTANCE OF 2186.09 FEET TO THE WEST CORNER OF SAID 93.910 ACRE TRACT OF LAND CONVEYED BY DEED TO CAROLYN LUCAS BASS, TRUSTEE, AND BEING ON THE SOUTHEASTERLY LINE OF SAID 75 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 2;



SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 833.17 FEET TO THE MOST SOUTHERLY CORNER OF SAID 75 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 2.

NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST; AN APPROXIMATE DISTANCE OF 596.94 FEET TO THE WEST CORNER OF SAID 75 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 2;

NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, AN APPROXIMATE DISTANCE OF 1156.11 FEET TO THE WESTERLY INTERIOR ELL CORNER OF SAID 75 ACRE TRACT CONVEYED AS TRACT NO. 2;

NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 1233.89 FEET TO THE WESTERLY CORNER OF SAID 75 ACRE TRACT OF LAND CONVEYED AS TRACT NO. 2, AND BEING ON THE SOUTHERLY LINE OF SAID LUCAS FARMS JOINT VENTURE TRACT NO. 12;

THENCE, ALONG SAID SOUTHERLY LINE OF LUCAS FARMS JOINT VENTURE TRACT NO. 12, SAID 50 ACRE CAROLYN LUCAS BASS TRACT, RECORDED IN VOLUME 93013, PAGE 67, DEED RECORDS, DALLAS COUNTY, TEXAS, LUCAS FARMS JOINT VENTURE TRACT NO. 9, NO. 10, NO. 8, NO. 6, NO. 5, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 2947.61 FEET TO THE SOUTH CORNER OF SAID 50 ACRE TRACT;

NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 1238.89 FEET TO THE WEST CORNER OF SAID 50 ACRE TRACT;

NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, AN APPROXIMATE DISTANCE OF 1759.17 FEET TO THE NORTH CORNER OF SAID 50 ACRE TRACT, AND BEING ON THE SOUTHEASTERLY LINE OF SAID TRACT NO. 9;

NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 1926.80 FEET TO THE WEST CORNER OF SAID TRACT NO. 8, AND BEING ON THE SOUTHEASTERLY LINE OF SAID TRACT NO. 6;

SOUTH 44 DEGREES 25 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 89.52 FEET TO THE SOUTH CORNER OF SAID TRACT NO. 6;

NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 2318.00 FEET TO AN EXTERIOR SOUTHEAST ELL CORNER OF SAID TRACT NO. 5;

SOUTH 44 DEGREES 15 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 374.00 FEET TO THE SOUTH CORNER OF SAID TRACT NO. 5;

NORTH 67 DEGREES 30 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 56.24 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS AFORESAID TRACT NO. 5, THE FOLLOWING COURSES AND DISTANCES:

NORTH 44 DEGREES 23 MINUTES 24 SECONDS EAST, AN APPROXIMATE DISTANCE OF 301.75 FEET TO A POINT FOR CORNER;



NORTH 67 DEGREES 30 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 400.00 FEET TO A POINT FOR CORNER;

NORTH 34 DEGREES 19 MINUTES 17 SECONDS WEST, AN APPROXIMATE DISTANCE OF 310.64 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 02 MINUTES 41 SECONDS WEST, AN APPROXIMATE DISTANCE OF 1055.19 FEET TO A POINT FOR CORNER;

NORTH 67 DEGREES 30 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 400.00 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 25 MINUTES 53 SECONDS WEST, AN APPROXIMATE DISTANCE OF 807.77 FEET TO A POINT FOR CORNER;

NORTH 30 DEGREES 15 MINUTES 55 SECONDS WEST, AN APPROXIMATE DISTANCE OF 379.32 FEET TO A POINT FOR CORNER, BEING ON THE SOUTHEAST LINE OF A 194.8806 ACRE TRACT OUT OF SAID TRACT NO. 5, DESCRIBED IN DEED RECORDED IN VOLUME 80225, PAGE 2813, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID TRACT NO. 5, AND ALONG NORTHWESTERLY LINE OF SAID TRACT NO. 11, THE FOLLOWING COURSES AND DISTANCES:

NORTH 45 DEGREES 32 MINUTES 00 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 194.8806 ACRE TRACT AND OVER AND ACROSS SAID TRACT NO. 5, AN APPROXIMATE DISTANCE OF 3698.72 FEET TO A POINT FOR CORNER, ON THE NORTHEAST LINE OF SAID TRACT NO. 5 AT THE EAST CORNER OF SAID 194.8806 ACRE TRACT;

SOUTH 45 DEGREES 10 MINUTES 00 SECONDS EAST, AN APPROXIMATE DISTANCE OF 518.92 FEET TO THE EXTERIOR NORTHEAST CORNER OF SAID TRACT NO. 5, AND BEING ON THE NORTHWEST LINE OF SAID TRACT NO. 12;

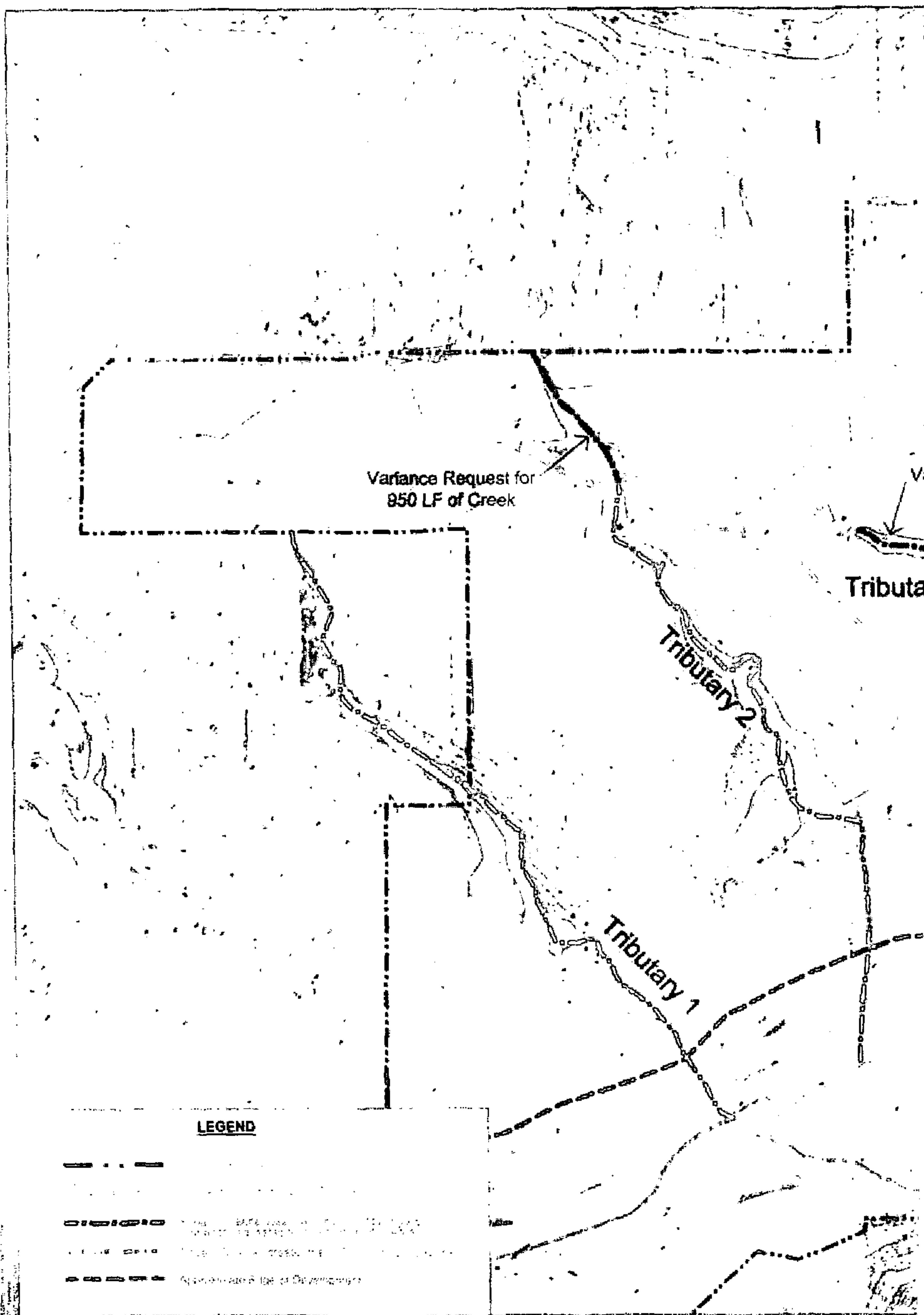
NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, AN APPROXIMATE DISTANCE OF 1719.75 FEET TO A POINT FOR CORNER, ON THE SOUTHWEST LINE OF SAID 119.95 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE;

THENCE, ALONG SAID SOUTHWEST LINE OF A 119.95 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE, THE FOLLOWING COURSES AND DISTANCES:

NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 108.79 FEET TO A POINT FOR CORNER;

NORTH 48 DEGREES 49 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 300.67 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, AN APPROXIMATE DISTANCE OF 1992.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 1438.336 ACRES OF LAND, MORE OR LESS, THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



LEGEND

- Boundary of Development
- Creek Channel
- Creek Bank
- Creek Bed

1. The map shows the location of the variance request for 950 LF of Creek. The variance request is for the section of the creek that is enclosed by the dashed line. The variance request is for the section of the creek that is enclosed by the dashed line. The variance request is for the section of the creek that is enclosed by the dashed line.



NOTE: Entire Tributary 4
Watershed within Development
is less than 160 acres

ice Request for
LF of Creek,

Variance Request for
2300 LF of Creek

Tributary 4

Pond to
Remain

South Mesquite Creek

FATHOM LUGASER BOULEVARD

Center Burgess

EXHIBIT B

Project	Design	Drawn	Checked	Scale	Date	File
2000-01	Final	25	12	1"=1/4"	11/2/00	

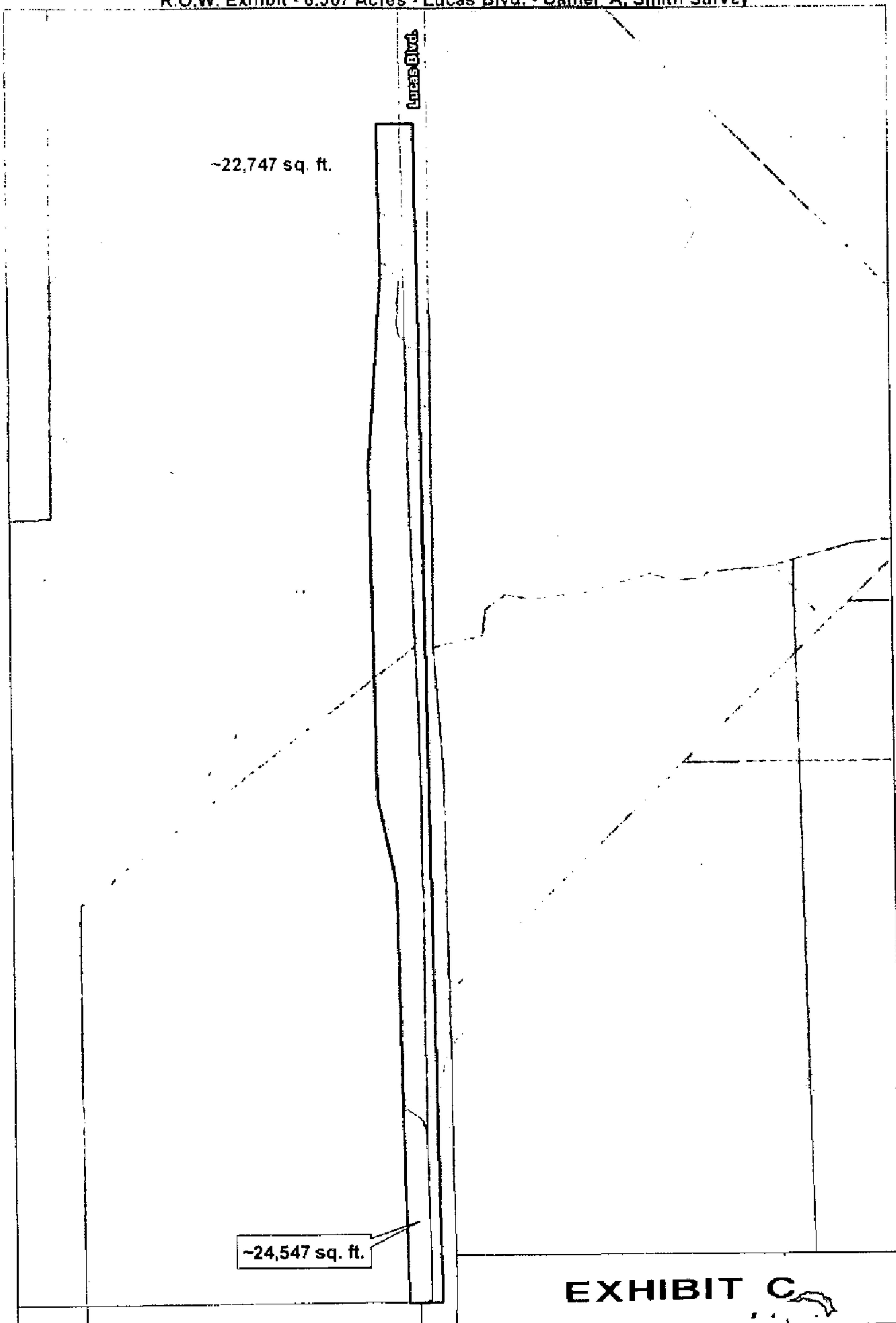
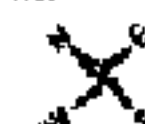
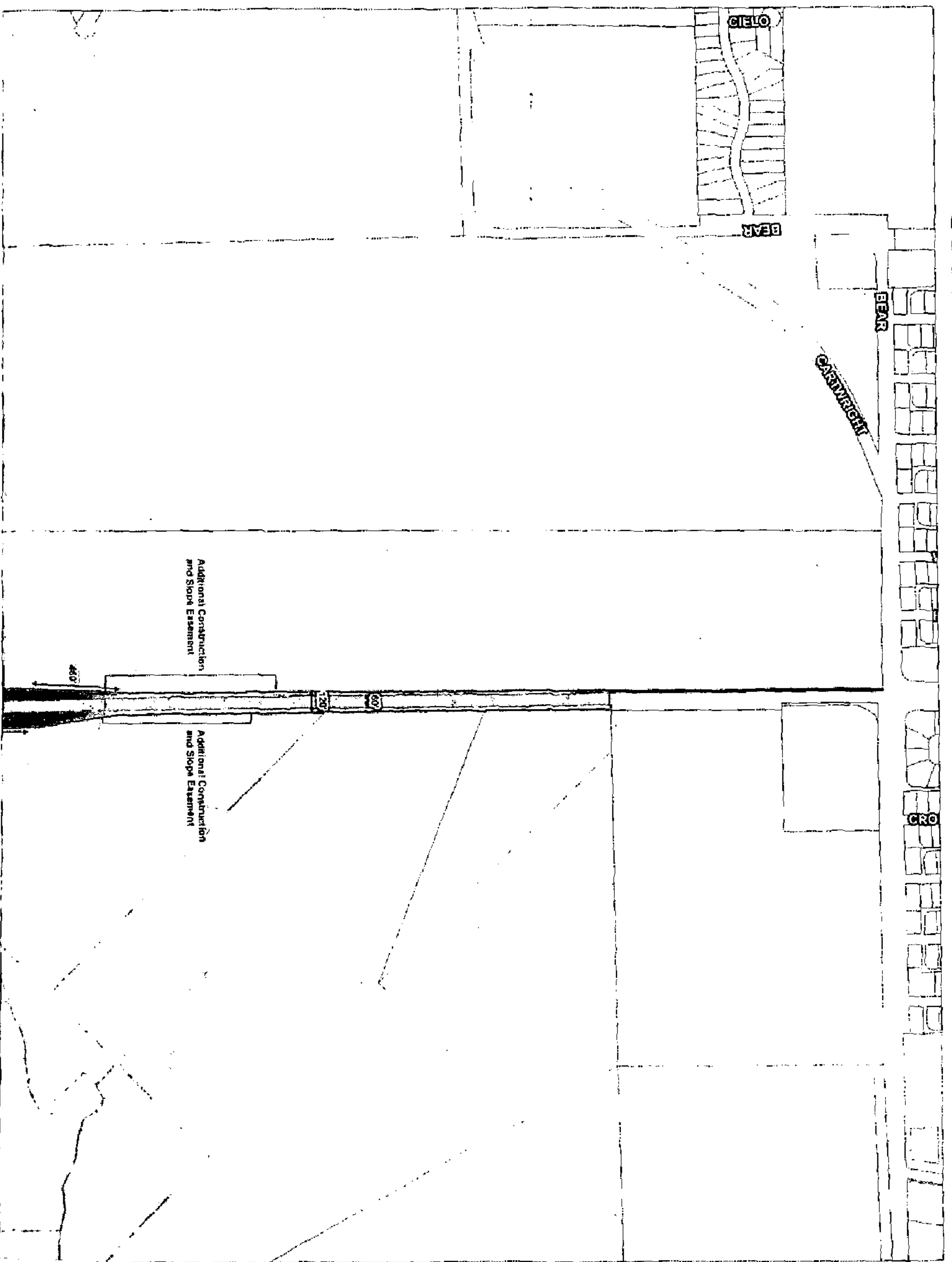
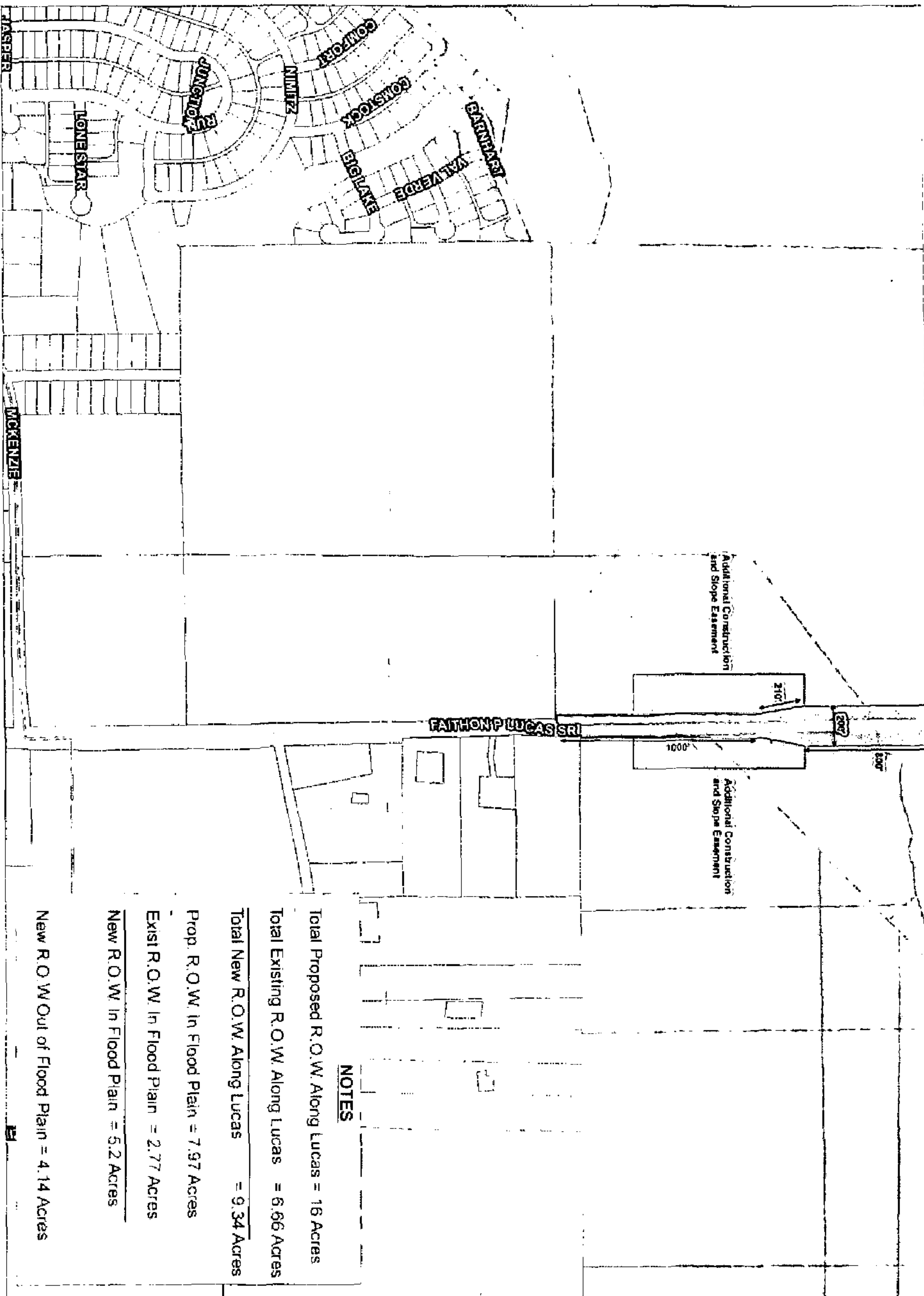


EXHIBIT C



Lucas Blvd. - Cartwright Rd. to McKenzie Rd.





NOTES

Total Proposed R.O.W. Along Lucas = 16 Acres
 Total Existing R.O.W. Along Lucas = 6.66 Acres
 Total New R.O.W. Along Lucas = 9.34 Acres
 Prop. R.O.W. In Flood Plain = 7.97 Acres
 Exis. R.O.W. In Flood Plain = 2.77 Acres
 New R.O.W. In Flood Plain = 5.2 Acres
 New R.O.W. Out of Flood Plain = 4.14 Acres

1 inch equals 300 feet



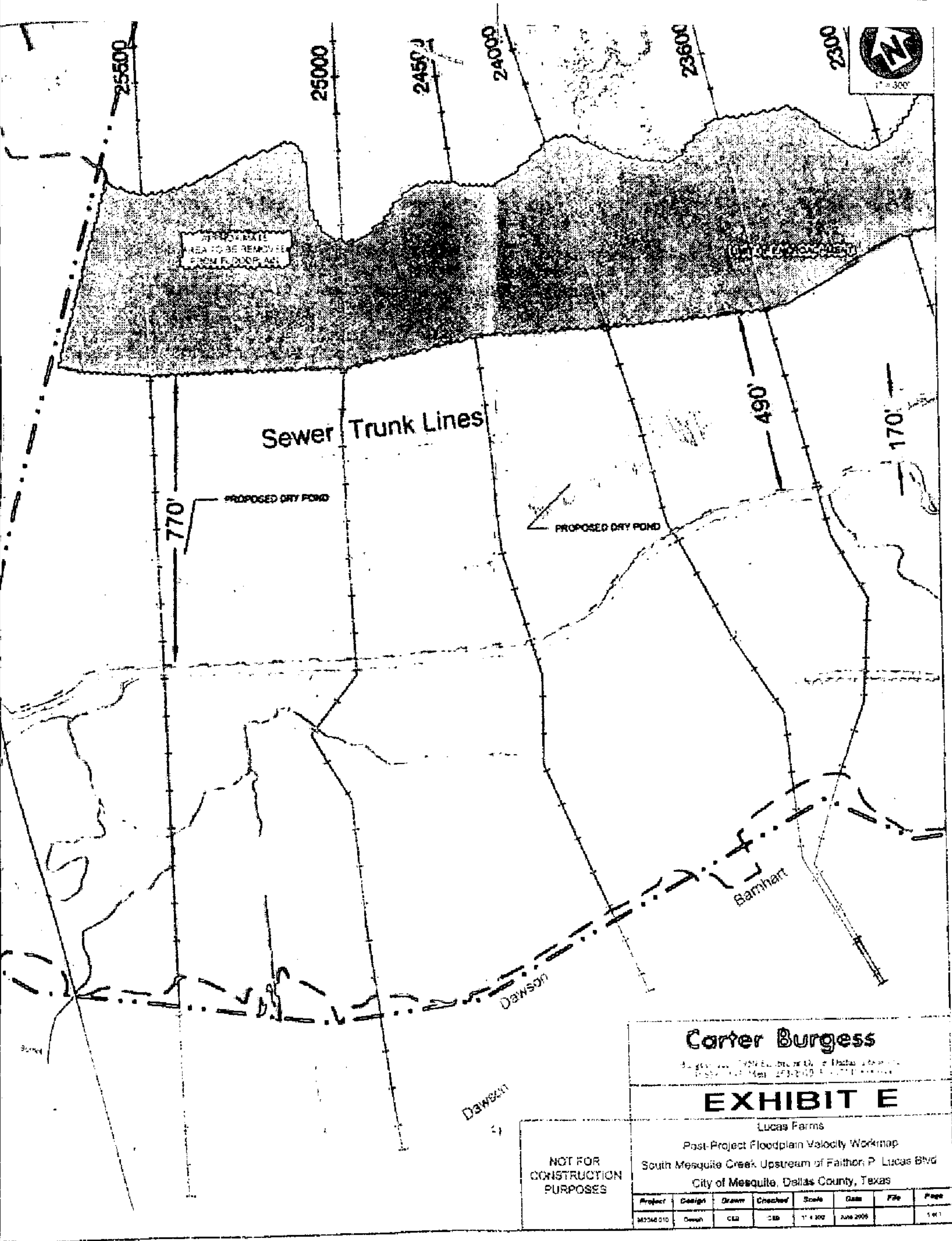
Legend

☐ Boundary
☐ Flood Plain
☐ Road Right-of-Way
☐ Utility Right-of-Way

MESQUITE
T.F.N.-R.S.

Project Manager: Jerry Dittman, P.E.
 Drawn By: Graham Russell
 Aerial Photo Date: January 2006
 J:\engineering\Engineering_Location Maps\Dittman\lucas - cw to mck-wrows.mxd - 10/27/2005 @ 5:52:50 PM

EXHIBIT D - EXCLUDING EXHIBIT C



Sewer Trunk Lines

AREA TO BE REMOVED FROM FLOODPLAIN

AREA TO BE REMOVED FROM FLOODPLAIN

PROPOSED DRY POND

PROPOSED DRY POND

Carter Burgess

Engineers, Architects, Planners & Scientists
1500 East 11th Street, Suite 100, Dallas, Texas 75206
Phone: 214-761-1111 Fax: 214-761-1112

EXHIBIT E

Lucas Farms

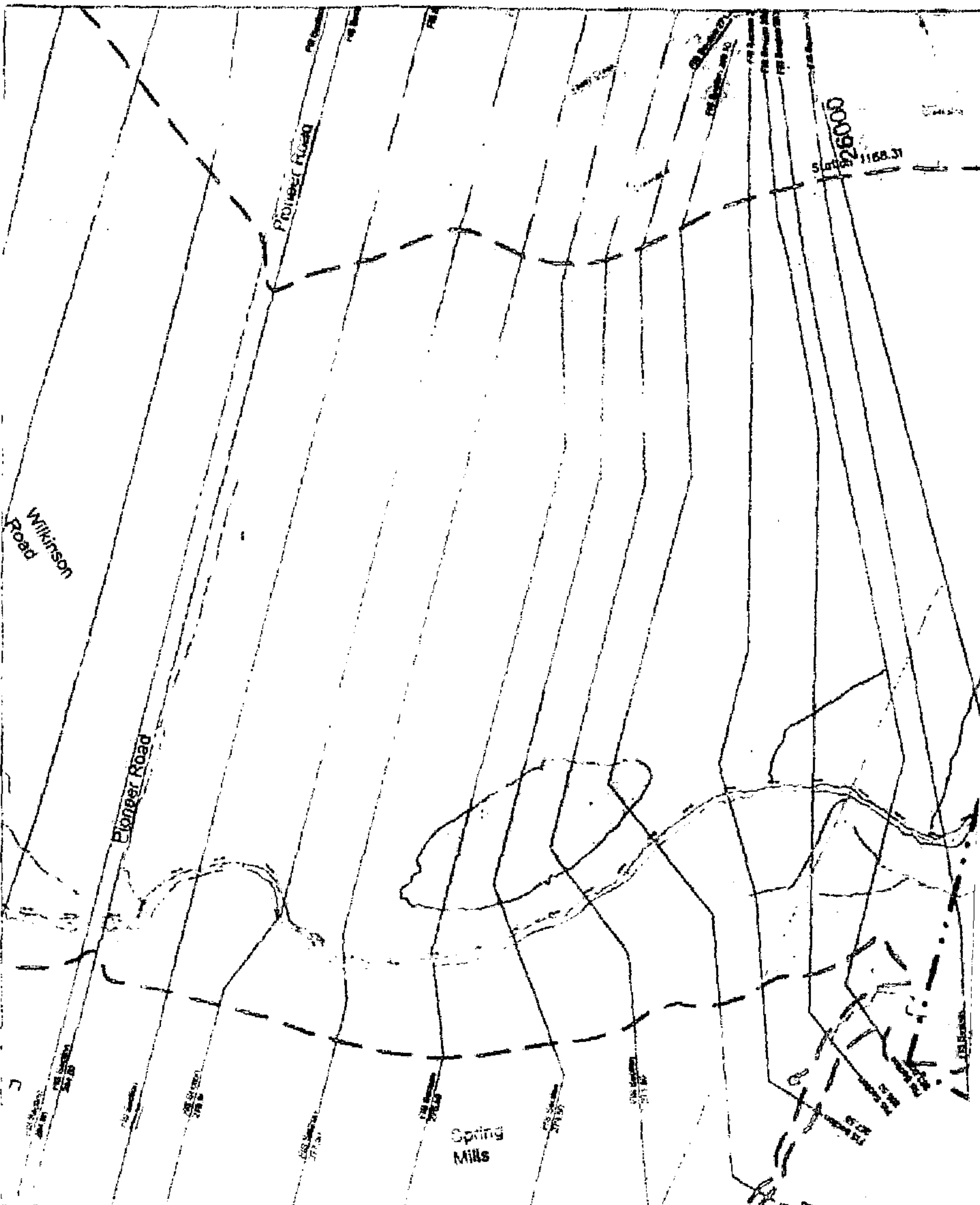
Post-Project Floodplain Velocity Workmap

South Mesquite Creek Upstream of Fairborn P. Lucas Blvd

City of Mesquite, Dallas County, Texas

NOT FOR
CONSTRUCTION
PURPOSES

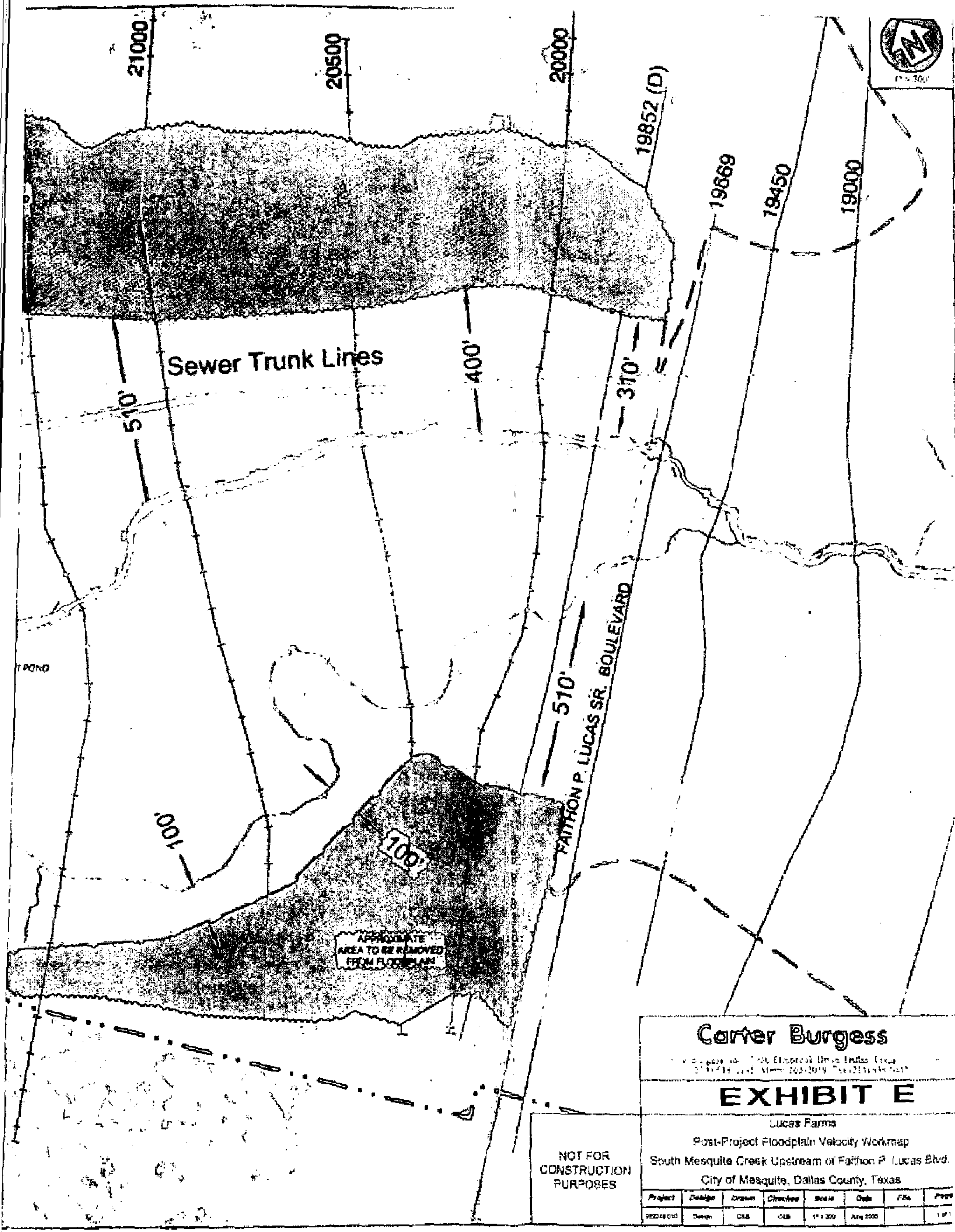
Project	Design	Drawn	Checked	Scale	Date	File	Page
M2348-010	Design	CEB	CEB	1" = 300'	June 2006		1 of 1



LEGEND

- — — — — PROPERTY BOUNDARY
- — — — — HYDRAULIC CROSS SECTION WITH STATION CONTROL
- — — — — POST-PROJECT 100-YR FULLY URBANIZED FLOODPLAIN
- — — — — VELOCITY RANGE 0 FPS TO 5 FPS
- — — — — VELOCITY RANGE 5 FPS TO 8 FPS
- — — — — VELOCITY RANGE 8 FPS TO 10 FPS
- — — — — VELOCITY RANGE 10 FPS TO 12 FPS
- — — — — VELOCITY RANGE 12 FPS TO 14 FPS
- — — — — VELOCITY RANGE 14 FPS TO 16 FPS
- — — — — VELOCITY RANGE 16 FPS TO 18 FPS

ALL INFORMATION CONTAINED
 HEREIN IS UNCLASSIFIED
 DATE 11-15-2001 BY
 60322 UCBAW/STP



Carter Burgess

1700 Elmwood Drive Dallas, Texas 75219-3345
214-734-1234 FAX 214-734-1235

EXHIBIT E

Lucas Farms

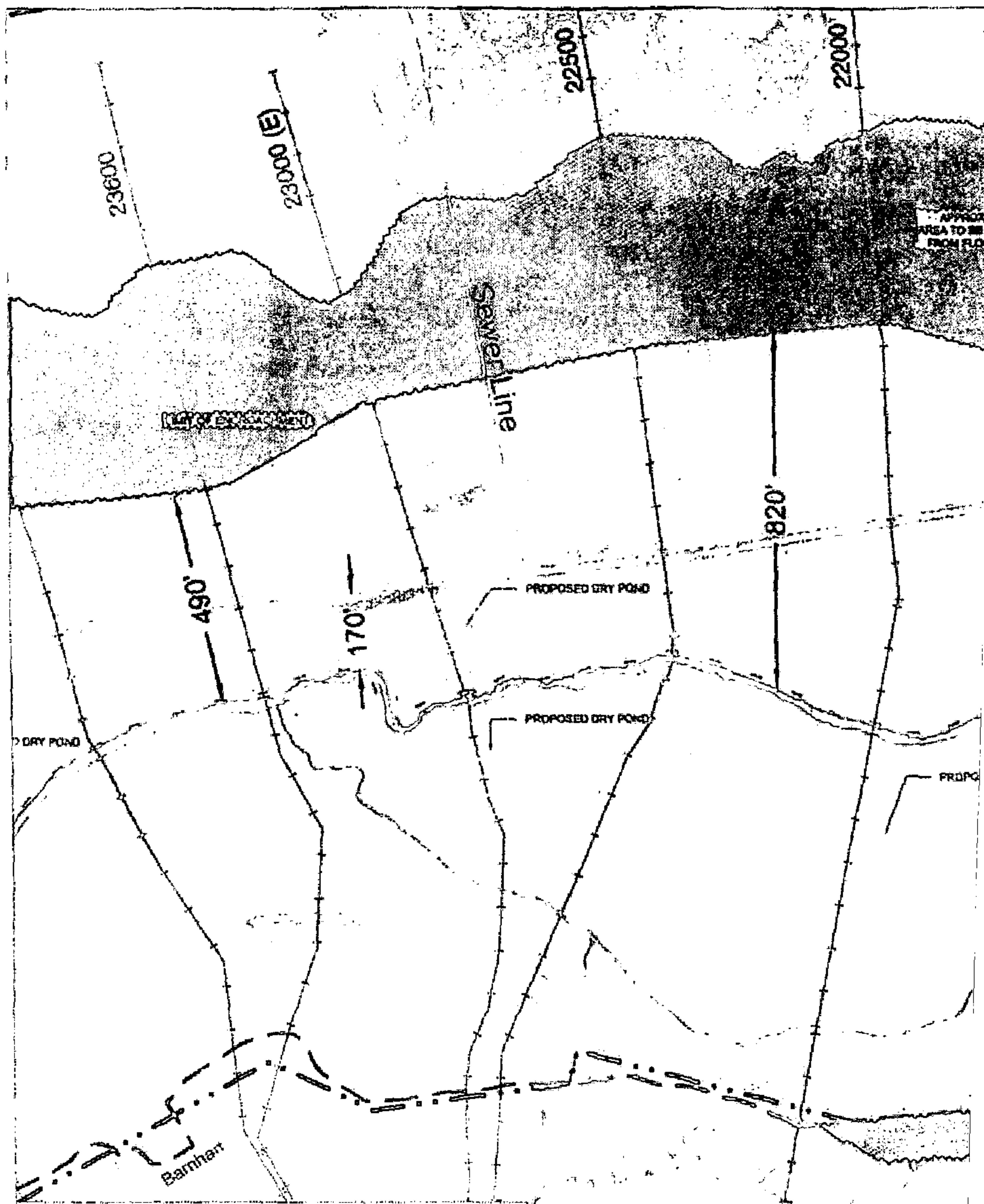
Post-Project Floodplain Velocity Workmap

South Mesquite Creek Upstream of Fathon P. Lucas Blvd.

City of Mesquite, Dallas County, Texas

NOT FOR
CONSTRUCTION
PURPOSES

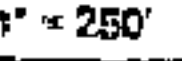
Project	Design	Drawn	Checked	Scale	Date	File	Page
950248 010	Design	CBS	CBS	1" = 300'	June 2005		1 of 1



LEGEND

- PROPERTY BOUNDARY
- HYDRAULIC CROSS SECTION WITH STATION CONTROL
- POST-PROJECT 100-YR FULLY URBANIZED FLOODPLAIN
- VELOCITY RANGE 0 FPS TO 5 FPS
- VELOCITY RANGE 5 FPS TO 8 FPS
- VELOCITY RANGE 8 FPS TO 10 FPS
- VELOCITY RANGE 10 FPS TO 12 FPS
- VELOCITY RANGE 12 FPS TO 14 FPS
- VELOCITY RANGE 14 FPS TO 16 FPS
- VELOCITY RANGE 16 FPS TO 18 FPS

SHEET 1 OF 1
 DATE: 10/1/01
 BY: J. B. BARNHART
 CHECKED: J. B. BARNHART
 SCALE: 1" = 100'



LAWSON ROAD

Project	Design	Drawn	CHECKED	Scales	Type	Date	Page
(10-36-17)	Sheet	"A"	AJA	1/8" = 1'-0"	CONCRETE		1

Gartwright



Lucas Farms

Faithon P. Lucas Sr.

of
quite

Carter Burgess

Carter & Burgess, Inc. 7950 Elmbrook Drive Dallas, Texas 75247-4961
(214) 638-0145 Metro 263-2019 Fax (214) 638-0447

EXHIBIT H

Lucas Farms

Post-Project Equal Conveyance Workmap

South Mesquite Creek Upstream of Faithon P. Lucas Blvd.

City of Mesquite, Dallas County, Texas

NOT FOR
CONSTRUCTION
PURPOSES

Project	Design	Drawn	Checked	Scale	Date	File	Page
042566.DWG	Design	CAB	CAB	1" = 500'	May 2005		1 of 1

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Cynthia Figueroa Calhoun

Cynthia Figueroa Calhoun, County Clerk

Dallas County TEXAS

February 08, 2006 04:23:15 PM

FEE: \$116.00

200600047083