

___, do hereby adopt this plat designating the herein-described property _, an addition to the City of Mesquite, Texas, and do hereby dedicate to the public use forever the streets and alleys shown thereon. The easements shown thereon are hereby reserved for the purposes as indicated and shall be open to fire, police and all public and private utilities for each particular use. The maintenance of paving on all easements is the responsibility of the property owner. No buildings, fences, trees, shrubs or other improvements shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using, or desiring to use same. All and any public utility shall have the full right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system on the easements and all public utilities shall at all times have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and addition to or removing all or parts of its respective system without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

All utility easements shall also include additional area of working space for construction and maintenance of the public water and sanitary sewer systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services from the main to and including the meters and boxes, sewer laterals from the main to the curb or pavement line, and the descriptions of such additional easements herein granted shall be determined by their locations as installed.

This plat approved subject to all platting ordinances, rules, and regulations of the City of Mesquite, Texas. WITNESS OUR HAND at ______, Texas, this the _____ day of ______, 20___. **BUCKNER BAPTIST BENEVOLENCES** JEFF GENTRY - Senior Vice President/ Chief Financial Officer STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared JEFF GENTRY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of ______, 2023.

Notary Public in and for the State of Texas

SURVEYOR'S STATEMENT

STATE OF TEXAS: COUNTY OF DALLAS:

_____, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have prepared this plat from an actual survey of the land and that the corner monuments shown thereon were found and/or properly placed under supervision in accordance with the platting rules and regulations of the City of Mesquite, Dallas County, Texas.

WITNESS MY HAND AT DALLAS, TEXAS this the _____ day of _____, 20__.

SURVEYOR NAME Registered Professional Land Surveyor

STATE OF TEXAS: **COUNTY OF DALLAS:**

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally

, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20__.

NOTARY PUBLIC, DALLAS, COUNTY, TEXAS

MY COMMISSION EXPIRES:

GENERAL NOTES:

1) The purpose of this plat is to create two lots out of one platted lot and an unplatted tract of land.

2) The maximum number of lots permitted by this plat is two.

3) Lot to lot drainage will not be allowed without City of Dallas Paving & Drainage Engineering Section approval.

4) Bearings are based upon the Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983, (2011).

5) Coordinates shown hereon are based on Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983 on Grid Coordinate values, No Scale and No Projection.

6) Structure to remain on subject property.

7) City of Mesquite Water Dept. benchmarks used: #41 Chiseled square on northeast top of curb of South Parkway, 177' northwest of centerline of Peachtree Road. Elevation = 462.29' #43 Chiseled square on east top of curb at curb return, east driveway of Fire Station #3 (4400 Samuell Blvd.) 60' south of south right-of-way.

8) Subject property is located within an area having a Zone Designation "X" by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 48113C0370K, with a date of identification of 07/06/2023, for Community Number 480171, in Dallas County, State of Texas, which is the current Flood Insurance Rate Map for the community in which said property is situated.

CITY OF MESQUITE MAINTENANCE AGREEMENT FOR DRAINAGE FACILITIES

The Owner of the platted property agrees to perpetually maintain the drainage facilities within the drainage, floodplain and maintenance easements shown on this plat as follows:

The Owner agrees to maintain in good structural condition and repair all drainage pipes, including reinforced concrete pipe (RCP) and other drainage piping material. The Owner agrees to repair any defects in the storm drainage piping system, including leaking pipe joints, deflection of flexible pipe diameter in excess of 5%, pipe structural failure, or other defects that might impair the hydraulic capacity or structural soundness of the drainage

The Owner agrees to repair any drainage pipe defects within 30 calendar days after having notice or knowledge of the problem via inspection by the Owner, and/or the City of Mesquite. The Owner agrees to maintain, repair and remove obstructions in the storm drainage inlet and outlet structures, including but not limited to grate inlets, curb inlets, catch basins, Y-inlets, and headwalls. The Owner agrees to repair any defects in the storm drainage inlet or outlet structures and remove obstructions that might impair the hydraulic capacity or structural soundness of the drainage system. The Owner agrees to repair any drainage inlet or outlet structural defects and remove obstructions within 30 calendar days after having notice or knowledge of of the problem via inspection by the Owner, and/or the City of Mesquite.

The Owner agrees to maintain and repair concrete channel lining, pilot channels, rock rip-rap, gabions or any other channel lining material and to repair any defects in the channel lining material including undermining, excessive cracking and settlement, structural failure, or other defects that might impair the hydraulic capacity or structural soundness of the drainage Rock rip-rap washed downstream will be replaced as needed to maintain the rock layer thickness as designed. The Owner agrees to repair any defects in the channel lining within 30 calendar days after having notice or knowledge of the problem via inspection by the Owner, and/or the City of

The Owner agrees to maintain and repair channels, ditches and detention or retention ponds and to repair erosion in same by backfilling the eroded area and re-establishing protective vegetation or by armoring the eroded area with gabions, rock rip-rap, concrete or other material approved by the City Engineer. The Owner agrees to repair any eroded areas in the channels, ditches and detention or retention ponds within 30 calendar days after having notice or knowledge of the problem via inspection by the Owner, and/or the City of Mesquite. Channels, ditches and detention or retention ponds will be inspected monthly by the Owner to determine vegetation removal maintenance. Removal of willows, cottonwoods or other "woody" vegetation from channels, ditches, detention ponds and retention ponds shall be done at least once a year. Ditches, earthen channels and detention or retention ponds shall be mowed as frequently as required to prevent grassy vegetation from exceeding a height of more than one foot.

Channels, ditches, detention or retention ponds, inlet and outlet structures and drainage piping will be inspected for debris, trash and sediment accumulation at least once a year. The Updated: September 8, 2020 accumulated debris, trash or sediment will be removed as needed to insure the designed hydraulic capacity of the drainage system, with sediment accumulations in detention ponds not to exceed 18-inches in depth before removal is required. Trash or debris shall not be allowed to accumulate and shall be removed within 30 calendar days after having notice or knowledge of the problem via inspection by the Owner, and/or the City of Mesquite.

The Owner or a representative agent agrees to inspect all drainage facilities every 365 calendar days to identify any obstructions or structural problems, complete a written inspection report, and take the actions necessary to remove obstructions and repair structural problems within 30 calendar days. The Owner shall ensure a copy of the inspection report is forwarded to the Engineering Division within 10 calendar days of the inspection.

Owner agrees to maintain access to the drainage system within the drainage, floodway and maintenance easements for maintenance and inspection by the Owner, and/or the City of Mesquite.

All references in this maintenance agreement to repairs to be made "within 30 calendar days" shall mean that the Owner shall commence repairs within 30 calendar days after having notice or knowledge of the problem via inspection by the Owner, and/or the City of Mesquite. The Owner shall diligently work to complete such repairs.

> CITY APPROVAL BLOCK CITY OF MESQUITE, TEXAS Certificate of Approval On the _____day of ______, 20_____, this (Amending Plat/Short Form Plat) was approved by the Director of Planning and Development Services, or their designee. Director of Planning and Development Services Secretary

OWNER'S CERTIFICATE

STATE OF TEXAS COUNTY OF DALLAS

WHEREAS, BUCKNER BAPTIST BENEVOLENCES, is the owner of a tract of land situated in the Henry J. Webb Survey, Abstract No. 1636 and the Gideon Pemberton Survey, Abstract No. 1154, City of Dallas and City of Mesquite, Dallas County, Texas, being all of Lot 4, Block L/6213 of Boci Warehouse Addition, an addition to the City of Dallas and City of Mesquite, Dallas County, Texas, according to the plat thereof recorded in Instrument Number 200600290925, Official Public Records, Dallas County, Texas, along with the remainder of that tract of land as described in Warranty Deed to Buckner Orphans House as recorded in Volume 244, Page 238, Deed Records, Dallas County, Texas, and together being more particularly described by metes and bounds

BEGINNING at a 3 1/4 inch aluminum disk stamped "PACHECO KOCH" found for the northeast corner of Lot 1, Block Q/6213 of First Baptist Academy, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Instrument Number 201700335934, Official Public Records, Dallas County, Texas, same lying in the south right-of-way line of Samuell Boulevard (F.K.A. East Pike)(F.K.A. U.S. Highway 80)(called 120' right-of-way);

THENCE North 89 degrees 33 minutes 46 seconds East, along the said south right-of-way line of Samuell Boulevard, passing a 1/2 inch iron rod found with yellow plastic cap stamped "TXHS" at a distance of 126.46 feet and continuing for a total distance of 570.16 feet to an "X" cut found in concrete for the northwest corner of of the remainder of Block L/6213, Eastpoint Business Center, Phase 1-A, an Industrial Subdivision, an addition to the City of Dallas and the City of Mesquite, Dallas County, Texas, according to the plat thereof recorded in Volume 87077, Page 2036, Deed Records, Dallas County, Texas;

THENCE South 00 degrees 35 minutes 12 seconds East, long the west line of said Eastpoint Business Center, Phase 1-A, a distance of 1,152,68 feet to a 3 1/4 inch aluminum disk stamped "HALFF & ASSOC," found for the northeast corner of Lot 1A, Block P/6213 of Exeter Park at Buckner Phase 1, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Instrument Number 202000206236, Official Public Records, Dallas County, Texas,

THENCE South 88 degrees 27 minutes 03 seconds West, along the north line of said Lot 1A, Block P/6213, passing a 1/2 inch iron rod found with yellow plastic cap stamped "TXHS" at a distance of 444.74 feet and continuing for a toal distance of 578.46 feet to a 3 1/4 inch aluminum disk stamped "PACHECO KOCH" found for the southeast corner of said Lot 1, Block Q/6213;

THENCE North 01 degrees 32 minutes 46 seconds West, along the east line of said Lot 1, Block Q/6213, a distance of 159.78 feet to a 3 1/4 inch aluminum disk stamped "DND SURVEYING" found for an angle point;

THENCE North 00 degrees 02 minutes 05 seconds East, continuing along the east line of said Lot 1, Block Q/6213, a distance of 1004.19 feet to the POINT OF BEGINNING and containing 667,357 square feet or 15.320 acres of land more or less.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, BUCKNER BAPTIST BENEVOLENCES, acting through and by their duly appointed representative does hereby adopt this plat, designating the herein described property as **BUCKNER CHA** an addition to the City of Dallas and Mesquite, Dallas County, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets, alleys, and floodway management areas shown thereon. The easements shown thereon are hereby dedicated for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby dedicated for the mutual use and accommodation of all public utilities using or desiring to use same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress or egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all of or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress or egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by the utility).

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Dallas,

WITNESS MY HAND THIS DAY OF , 2023.

BUCKNER BAPTIST BENEVOLENCES

JEFF GENTRY - Senior Vice President/ Chief Financial Officer

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared JEFF GENTRY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

Notary Public in and for the State of Texas



OWNER **BUCKNER BAPTIST BENEVOLENCES** 600 N. PEARL STREET, SUITE 1900 DALLAS, TEXAS 75201

SURVEYING LLC

10610 Metric Drive, Suite 124, Dallas, TX 75243 Office 214-340-9700 Fax 214-340-9710 txheritage.com Firm No. 10169300

SURVEYOR'S STATEMENT

STATE OF TEXAS

I, Gary E. Johnson, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation; and that this plat substantially complies with the Rules and Regulations of the Texas Board of Professional Engineers and Land Surveyors, the City of Dallas Development Code (Ordinance No. 19455, as amended), and Texas Local Government Code, Chapter 212. I further affirm that monumentation shown hereon was either found or placed in compliance with the City of Dallas Development Code, Sec. 51A-8.617 (a)(b)(c)(d) & (e); and that the digital drawing file accompanying this plat is a precise representation of this Signed Final Plat.

Dated this the ______ day of ______, 2023.

Preliminary, this document shall not be recorded for any purposes and shall not be used or viewed or relied upon as a final survey document. (08/23/2023)

Texas Registered Professional Land Surveyor No. 5299

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared Gary E. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of , 2023.

Notary Public in and for the State of Texas

PLACE COUNTY RECORDING LABEL HERE **CERTIFICATE OF APPROVAL** I, Tony Shidid, Chairperson of Brent Rubil, Vice Chairperson of the City Plan Commission of the City of Dallas, State of Texas, hereby certify that the attached plat was duly filed for approval with the City Plan Commission of the City of Dallas on the _____ day of ______A.D. 20_____ and same was duly approved on the _____ day of ____A.D. 20_____ by said Commission. Chairperson of Vice Chairperson City Plan Commission Dallas, Texas Attest: Secretary

PRELIMINARY REPLAT **BUCKNER CHA LOTS 4A & 4B, BLOCK L/6213**

BEING A REPLAT OF LOT 4, BLOCK L/6213 **BOCI WAREHOUSE ADDITION** & 7.342 ACRES IN DALLAS BLOCK 6213 SITUATED IN THE

HENRY J. WEBB SURVEY, ABSTRACT NO. 1636 & GIDEON PEMBERTON SURVEY, ABSTRACT NO. 1154 CITY OF DALLAS & CITY OF MESQUITE DALLAS COUNTY, TEXAS CITY PLAN FILE NO. S223-235 ENGINEERING PLAN NO. 311T-____

DATE: 06/26/2023 / JOB # 2202843-3 / SCALE= 1" = 50' / DRAWN: KO PAGE 2 OF 2