

RESOLUTION NO. 08-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROGRAM TO PROMOTE ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CA 3000 SKYLINE DRIVE, LLC, CHAPMAN & WILSON, LLC, SORRENTO SKYLINE, INC., AND WILSON PROPERTY HOLDINGS, LLC, AS TENANTS IN COMMON FOR SUCH PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the City of Mesquite (the "City"); and

WHEREAS, the City Council has been presented with a proposed agreement by and between the City and CA 3000 SKYLINE DRIVE, LLC, a Delaware limited liability company, CHAPMAN & WILSON, LLC, a California limited liability company, SORRENTO SKYLINE, INC., a Texas corporation and WILSON PROPERTY HOLDINGS, LLC, a California limited liability company, as tenants in common (collectively, "Owner"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Agreement will assist in implementing a program whereby economic development will be promoted and business and commercial activity will be stimulated in the City.

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

SECTION 1. That the City Council finds that the terms of the proposed agreement by and between the City of Mesquite (the "City") and CA 3000 SKYLINE DRIVE, LLC, a Delaware limited liability company, CHAPMAN & WILSON, LLC, a California limited liability company, SORRENTO SKYLINE, INC., a Texas corporation and WILSON PROPERTY HOLDINGS, LLC, a California limited liability company, as tenants in common (collectively, "Owner"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Agreement"), will promote economic development and stimulate business and commercial activity in the City accordance with Section 380.001 of the Texas Local Government Code.

SECTION 2. That the City Council hereby adopts an economic development program whereby the City will make economic development program payments to Owner and take other specified actions, in accordance with the terms outlined in the Agreement.

SECTION 3. That the terms and conditions of the Agreement, having been reviewed by the City Council and found to be acceptable and in the best interest of the City and its citizens, are hereby approved.

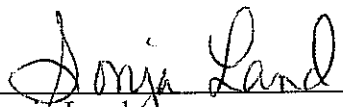
SECTION 4. That the City Manager is hereby authorized to finalize and execute the Agreement and all other documents in connection therewith on behalf of the City substantially according to the terms and conditions set forth in the Agreement.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 16th day of March, 2009.



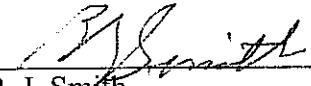
John Monaco
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED:



B. J. Smith
City Attorney

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

(Chapter 380 Agreement)

CITY SEC. _____

This Economic Development Program Agreement ("Agreement") is made and entered into by and between the City of Mesquite, Texas (the "City"), and CA 3000 SKYLINE DRIVE, LLC, a Delaware limited liability company, CHAPMAN & WILSON, LLC, a California limited liability company, SORRENTO SKYLINE, INC., a Texas corporation and WILSON PROPERTY HOLDINGS, LLC, a California limited liability company, as tenants in common (collectively, the "Owner"), for the purposes and considerations stated below:

WITNESSETH:

WHEREAS, on March 16, 2009, the City adopted Resolution No. 08 - 2009 establishing an Economic Development Program pursuant to Section 380.001 of the Texas Local Government Code ("Section 380.001") and authorizing this Agreement as part of the Economic Development Program established by City Council Resolution (the "Program"); and

WHEREAS, the Owner desires to participate in the Program by entering into this Agreement; and

WHEREAS, the Owner desires to renovate an existing industrial facility in Mesquite to serve as a Data Center which when leased will provide jobs to the community; and

WHEREAS, the City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that the Owner's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Authorization.

The City has concluded that this Agreement is authorized by Section 380.001, and is authorized by Resolution of the City. The City has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to the City as a result of the Owner's development and operation of the Project as hereinafter defined. This development will increase the taxable value of the Property and will increase the sales tax generated for the City and the value of the benefits of the Project will outweigh the amount of expenditures required of the City under this Agreement.

2. Definitions. The following definitions shall apply to the terms used in this Agreement:

"Base Building Improvements" means the renovation of the existing Improvements (and/or construction of new improvements) in a manner so as to provide a Powered Base Building for tenants to construct, lease and operate Data Center facilities - such improvements may include, without limitation, hardened exterior walls, roof, electrical systems, fiber optic connectivity, site and building security and other systems and materials used by Data Center operations. Owner agrees that

the cost incurred by Owner to construct the Base Building Improvements will at least equal \$8,000,000.

“Base Building Improvements Completion Date” means the date Owner determines, in Owner’s reasonable discretion, that Owner has completed Base Building Improvements to at least twenty five percent (25%) of the rentable area of the Improvements, which completion shall be evidenced by Owner providing written notice to City of such completion.

“City” means the City of Mesquite, Texas.

“Data Center” means a facility used to house computer systems and associated components, such as telecommunications and storage systems. It generally includes redundant or backup power supplies, redundant data communications connections, environmental controls (e.g., air conditioning, fire suppression) and security devices.

“Complaining Party” has the meaning set forth in Section 10 of this Agreement.

“Default” means the failure of either party to comply with its obligations under this Agreement and the continuance of such failure beyond any applicable grace, notice or cure period provided for in this Agreement and, as to Owner, a Default shall also include the filing of any case, proceeding or other action against Owner seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent, and such filing results in the entry of an order for relief against it which it is not dismissed within 120 days of its filing or entry.

“Default Affidavit” has the meaning set forth in Section 12I of this Agreement.

“Default Rate” means an interest rate per annum equal to the lesser of (a) one percent (1%) in excess of the prime rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. at its principal office in Dallas, Texas as its prime rate; or (b) the highest interest rate provided by then applicable law.

“Defaulting Party” has the meaning set forth in Section 10 of this Agreement.

“Effective Date” means the date that all parties have executed this Agreement.

“Force Majeure” means any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or defacto governmental action (unless caused by acts or omissions of Owner), fire, explosion or flood, and strikes.

“Improvements” means the improvements currently located on the Land which are comprised of approximately 850,000 square feet of improved industrial space, together with the Base Building Improvements.

“Land” means that certain tract of real property located at 3000 Skyline Drive, Mesquite, Dallas County, Texas, consisting of approximately 90 acres of real property and as more particularly described on Exhibit “A” hereto.

“Owner” means, collectively, CA 3000 SKYLINE DRIVE, LLC, a Delaware limited liability company, CHAPMAN & WILSON, LLC, a California limited liability company, SORRENTO SKYLINE, INC., a Texas corporation and WILSON PROPERTY HOLDINGS, LLC, a California limited liability company, the current owners of the Premises, as tenants in common.

“Owner Affiliate” means any Person directly or indirectly controlling, controlled by, or under common control with any Owner. As used in the definition of “Affiliate,” the term “control” means, directly or indirectly, the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Person” means an individual or a corporation, partnership, trust, estate, unincorporated organization, association or other entity.

“Premises” means, collectively, the Land and the Improvements.

“Project” means the renovation of the Improvements currently located on the Land (and/or construction of new improvements on the Land) to include the Base Building Improvements.

“Program” has the meaning set forth in the recitals to this Agreement.

“Program Payment” means the payments to be made by the City pursuant to Section 4 of this Agreement.

“Powered Base Building” means a building which possesses the infrastructure elements (e.g., power and access to fiber) necessary for tenants to construct Data Center facilities.

“Section 380.001” has the meaning set forth in the recitals to this Agreement.

“Term” has the meaning set forth in Section 3 of this Agreement.

“Undocumented Worker” means an individual who, at the time of employment, is not:

- a. Lawfully admitted for permanent residence to the United States; or
- b. Authorized under law to be employed in that manner in the United States.

3. Term.

This Agreement shall be effective as of the Effective Date. This Agreement is valid for a 10 year term commencing on January 1 of the year in which the Base Building Improvements Completion Date occurs and terminating on December 31 of year immediately prior to the tenth (10th) anniversary thereof (e.g., if the Base Building Improvements Completion Date occurs on June 30, 2010, the term shall commence January 1, 2010 and terminate on December 31, 2019). Owner shall have the right to file a notice of public record which sets forth the Base Building Improvements Completion Date and such notice may be relied upon by all parties interested in the Premises as conclusive evidence of the commencement date of the term hereof.

4. City’s Development Program Incentives.

The City shall grant Owner the following cash incentives:

Cash Grant. The City shall pay the following amounts:

- a. To Owner, an amount equal to fifty percent of the City's ad valorem taxes assessed against the Premises each tax year during the term of this Agreement as determined by the Dallas Central Appraisal District. Such payments shall begin in the year in which the Base Building Improvements Completion Date occurs and continue through the end of the term hereof. Such payment shall be made by the City issuing a check to Owner within thirty (30) days following Owner's payment of the tax bill issued for the Premises with respect to each applicable tax year.
- b. To all data center tenants of the Improvements, an amount equal to fifty percent of the City's ad valorem taxes collected on the business personal property of such tenants as determined by the Dallas Central Appraisal District in accordance with separate agreements approved by the City Council with each such tenant. As for each tenant, such payments shall begin in the year after commencement of occupancy, regardless of whether this Agreement is still in effect and continue for a term of ten years. Such payment shall be made by the City issuing a check to the applicable tenant within thirty (30) days following such tenant's payment of the tax bill issued for the personal property owned by such tenants with respect to each applicable tax year.

5. Owner Covenants.

In consideration of the City's incentives under this Agreement, including the payment of monies to the Owner and tenants, the Owner agrees to:

- a. Cause the Base Building Improvements to be completed.
- b. Use commercially reasonable efforts to lease portions of the Premises to tenants for use as a Data Center and ancillary uses during the term of this Agreement.
- c. Comply with the statutory requirements relating to undocumented workers as set forth in Section 6 of this Agreement.
- d. Make payments of ad valorem taxes due to the City when said taxes are due and payable.

6. Restrictions on Use of Incentives to Employ Undocumented Workers.

The Owner certifies that it does not and will not knowingly employ an undocumented worker and that if, after receiving any incentive set forth in Section 4 of this Agreement, it is convicted of a violation of the Immigration Laws found under 8 U.S.C. Section 1324a(f), the Owner shall be required to notify the City of such conviction. Upon notification of conviction by Owner, or if City should discover such conviction on its own and notifies Owner of same, the Owner shall repay an amount equal to the total amount of incentives received hereunder with interest, at the rate and

according to the terms provided in Section 10(b) of this Agreement not later than the 180th day after the date of such notification.

7. Mutual Assistance.

The City and the Owner shall take all reasonable measures, which are necessary or appropriate to carry out the terms and provisions of this Agreement and, at no cost or liability, to aid and assist each other in carrying out such terms and provisions.

8. Covenants Running with the Land.

The Owner's rights, covenants, restrictions, burdens, privileges and charges, set forth in this Agreement shall exist at all times as long as this Agreement is in effect, among all parties having any right, title or interest in any portion of all the Property, but which covenants shall absolutely expire without further action by any person and without the need to sign or otherwise file any instrument of public record upon termination of this Agreement as provided herein.

9. Representations and Warranties.

The City represents and warrants to the Owner that the Program and this Agreement are within the scope of its authority and the provisions of its charter and that it is duly authorized and empowered to establish the Program and enter into this Agreement. The Owner represents and warrants to the City that it has the requisite authority to enter into this Agreement.

10. Default.

- a. If either party should Default (the "Defaulting Party") with respect to any of its obligations hereunder and should fail, within 30 days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such Default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages for such Default. Notwithstanding anything to the contrary contained herein, any Program Payments from the City which are not timely paid by the City shall incur interest at the Default Rate from the date such Program Payment is due until paid.
- b. The Owner agrees, that upon an event of Default of any covenant, condition or provision set forth in Section 5 of this Agreement (and the failure to cure same within the time period set forth in Section 10(a) above), and upon receipt of written notice from the City, to remit to the City a sum equal to the total of all Program Payments actually paid by the City to the Owner pursuant to this Agreement, plus interest at the Default Rate from the date payments were made, until paid.

11. Indemnification.

THE OWNER IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT IS ACTING INDEPENDENTLY, AND THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE PREMISES OR IMPROVEMENTS. THE OWNER AGREES TO INDEMNIFY, DEFEND AND HOLD

HARMLESS THE CITY, ITS OFFICERS, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST CLAIMS SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF USE OF OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING ANY ACT OR OMISSION OF THE CITY, ITS OFFICERS OR EMPLOYEES, PROVIDED HOWEVER THAT THIS INDEMNIFICATION SHALL NOT APPLY IF A COURT OF COMPETENT JURISDICTION FINDS THAT THE DAMAGE OR LIABILITY ARISES FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS OR EMPLOYEES. OWNER'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PREMISES AND CITY ACKNOWLEDGES AND UNDERSTANDS THAT CITY SHALL HAVE NO RECOURSE TO ANY INDIVIDUAL OWNER FOR ANY OBLIGATIONS OF OWNER HEREUNDER. EACH OWNER'S LIABILITY SHALL BE SEVERAL AND NOT JOINT.

12. Miscellaneous Matters.

- a. Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- b. Attorneys Fees. In the event any legal action or proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action.
- c. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein.
- d. Amendment. This Agreement may only be amended, altered or revoked by written instrument signed by the Owner and the City.
- e. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Owner may assign all or part of its rights and obligations hereunder (a) to any Affiliate acquiring all or any portion of the Premises effective upon written notice to the City, or (b) to any Person that acquires all or any portion of the Premises, effective upon written notice to the City. Following any such assignment, the applicable Owner no longer having an interest in the Premises shall be released from liability under this Agreement as long as the assignee assumes liability under this Agreement for (i) matters arising after the effective date of such assignment, and (ii) if applicable, matters arising prior to the effective date of such assignment but only to the extent set forth in a Default Affidavit filed in the Deed Records, Dallas County, Texas prior to the effective date of such assignment.
- f. Notice. Any notice and/or statement required and permitted to be delivered shall be

deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: c/o The Cambay Group
2999 Oak Road, Suite 400
Walnut Creek, CA 94597
Attn: John O. Wilson

With copies to: c/o CAPSTAR Real Estate Advisors, Inc.
3500 Maple Avenue, Suite 405
Dallas, Texas 75219
Attn: Brad Enloe

and

Stutzman, Bromberg, Esserman & Plifka,
A Professional Corporation
2323 Bryan Street, Suite 2200
Dallas, Texas 75201
Attention: Kenneth F. Plifka

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

- g. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.
- h. Applicable Law. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.
- i. Severability. In the event any provision of this Agreement is illegal, invalid or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- j. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.
- k. Survival of Covenants. Any of the representations, warranties, covenants and

obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

1. Default. As between Owner and the City, it is not necessary for Owner or the City, as applicable, to first file a written notice of Default of public record before such party may exercise its respective rights and remedies against the other party for any Default under this Agreement. However, unless the Complaining Party files an affidavit in the Deed Records, Dallas County, Texas providing written notice of Default by the Defaulting Party under this Agreement (such affidavit, a "Default Affidavit"), any subsequent owner of the Premises shall have the right to assume that no Default under this Agreement has occurred and is then continuing.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE TO CHAPTER 380 AGREEMENT

THE CITY OF MESQUITE:

By: [Signature]
Ted Barron
City Manager

ATTEST:

[Signature]
Sonja Land
City Secretary

APPROVED AS TO FORM AND LEGALITY:

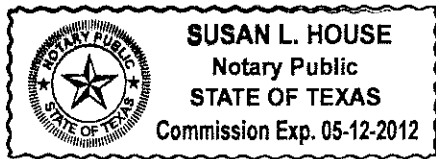
[Signature]
City Attorney or his Designee

Date: 4/1/09

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Ted Barron, City Manager of the CITY OF MESQUITE, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Mesquite and that he executed the same as the act of the said City for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE in said County and State this 31st day of March, 2009.



[Signature]
Notary Public in and for the State of Texas

Susan L. House
Notary's Printed Name

My Commission Expires: 5-12-12

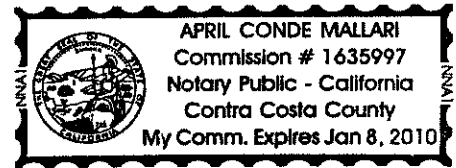
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California}

County of Contra Costa} ss.

On March 19, 2009 before me, April Conde Mallari, Notary Public, personally appeared John Oliver Wilson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

A handwritten signature in cursive script, appearing to read "April Conde Mallari", written over a horizontal line.

(Seal)

April Conde Mallari
Certified Notary Public-California
Commission #1635997
Contra Costa County
My Comm. Expires Jan 8, 2010

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California}

County of Contra Costa} ss.

On March 19, 2009 before me, April Conde Mallari, Notary Public, personally appeared John Oliver Wilson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

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(Seal)

April Conde Mallari
Certified Notary Public-California
Commission #1635997
Contra Costa County
My Comm. Expires Jan 8, 2010

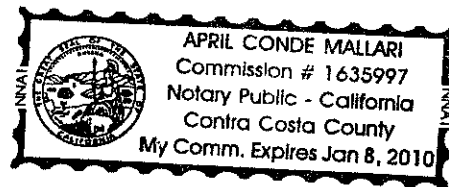
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)

County of Contra Costa)

On March 19, 2009 before me, April Conde Mallari, Notary Public, personally appeared William C. Scott, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

A handwritten signature in black ink that reads 'April Conde Mallari'. The signature is written over a horizontal line.

(Seal)

April Conde Mallari
Certified Notary Public-California
Commission #1635997
Contra Costa County
My Comm. Expires Jan 8, 2010

EXHIBIT "A"
TO
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

Description of Premises

BEING a tract of land in the Daniel Tanner League, Abstract No. 1462, and being a portion of a tract of land described in a deed to TYCO Electronics Power Systems, Inc., as recorded in Volume 2000251, Page 5145, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with red plastic cap stamped "W.A.I." at the southerly corner of a corner cut-off line located at the intersection of the southerly right of way line of Skyline Drive (a variable width right of way) and the easterly right of way line of Town East Boulevard (100 foot wide right of way), said iron rod being the southwesterly corner of a tract of land described in a deed to the City of Mesquite as recorded in Volume 91218, Page 1621 of the Deed Records of Dallas County, Texas;

THENCE along the southerly right of way line of said Skyline Drive and the southerly line of said City of Mesquite tract as follows:

North 42 deg 57 min 36 sec East a distance of 37.22 feet to a 1/2 inch iron rod set with red plastic cap stamped "W.A.I." for corner;

North 72 deg 00 min 18 sec East a distance of 26.14 feet to a 1/2 inch iron rod set with red plastic cap stamped "W.A.I." for corner;

North 18 deg 04 min 42 sec West a distance of 7.98 feet to a 1/2 inch iron rod set with red plastic cap stamped "W.A.I." for corner in the southerly line of a tract of land described in a deed to the City of Mesquite as recorded in Volume 71133, Page 1112 of the Deed Records of Dallas County, Texas;

THENCE along the southerly line of said Skyline Drive and along said City of Mesquite tract (Volume 71133, Page 1112) as follows:

North 71 deg 53 min 45 sec East, a distance of 151.00 feet to a 1/2 inch iron rod set with red plastic cap stamped "W.A.I." for the beginning of a curve to the right with a radius of 535.00 feet, a chord bearing of North 87 deg 57 min 15 sec East, and a chord length of 295.98 feet;

Continuing along said curve to the right through a central angle of 32 deg 07 min 00 sec and an arc length of 299.89 feet to a 1/2 inch iron rod set with red plastic cap stamped "W.A.I." for corner;

South 75 deg 58 min 42 sec East, a distance of 2305.68 feet to a 1/2 inch iron rod set with red plastic cap stamped "W.A.I." in the westerly line of Lot 1, Block A, Skyline Trade Center, an addition to the City of Mesquite, recorded in cc#20070058328, Map Records of Dallas County, Texas;

THENCE departing the southerly right of way line of said Skyline Drive, along the westerly line of said Lot 1, Block A, Skyline Trade Center, as follows:

South 59 deg 02 min 11 sec West, a distance of 77.80 feet to a 1/2 inch iron rod found for corner;

South 14 deg 03 min 04 sec West, a distance of 1399.99 feet to a 1/2 inch iron rod found for corner in the northerly right of way line of the Texas and Pacific Railroad (200' ROW), said iron being the southwesterly corner of Lot 3, Block A, Skyline Trade Center, an addition to the City of Mesquite, recorded in cc#20070058327, Map Records of Dallas County, Texas;

THENCE along the northerly right of way line of said Texas and Pacific Railroad, North 78 deg 32 min 14 sec West, a distance of 2587.90 feet to a 1/2 inch iron rod found for corner in the easterly right of way line of said Town East Boulevard;

THENCE along the easterly right of way line of said Town East Boulevard as follows:

North 11 deg 26 min 45 sec East, a distance of 1094.48 feet to a 1/2 inch iron rod found for the beginning of a curve to the left with a radius of 700.00 feet, a chord bearing of North 00 deg 21 min 09 sec East, and a chord length of 269.37 feet;

Continuing along said curve to the left through a central angle of 22 deg 11 min 12 sec and an arc length of 271.06 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 90.752 acres or 3,953,150 square feet of land, more or less.