

RESOLUTION NO. 13-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, REVISING THE CHAPTER 380 AGREEMENT WITH CAMELOT SPORTS AND ENTERTAINMENT, LLC, RELATED TO THE PURCHASE AND UPGRADE OF THE MESQUITE ARENA AND MESQUITE CHAMPIONSHIP RODEO AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE REVISIONS TO THE CHAPTER 380 AGREEMENT WITH CAMELOT SPORTS AND ENTERTAINMENT, LLC, FOR SUCH PURPOSES.

WHEREAS, the City Council approved Resolution No. 56-2008 on December 15, 2008, which included an economic development incentive agreement with Camelot Sports and Entertainment, LLC (“Camelot”), for the purchase and upgrade of the Mesquite Arena and Mesquite Championship Rodeo; and

WHEREAS, finding capital markets have continued to be difficult for qualified buyers, a local bank is prepared to fund the purchase if the City of Mesquite (“City”) agrees to fund up to \$1,000,000 in the event of a default by Camelot; and

WHEREAS, the facility is currently valued at over \$2,000,000 and with the improvements planned by Camelot the value could be considerably higher in the near future; and

WHEREAS, an amended agreement has been developed in an effort to assist in the purchase of the facility which will give new life and energy to the Mesquite Championship Rodeo and proved additional events in the Mesquite Arena thus benefiting the entire community; and

WHEREAS, Staff recommends the City Council approve the proposed revised agreement by and between the City and Camelot, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (the “Revisions to the Agreement”); and

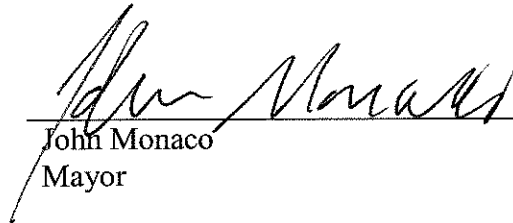
WHEREAS, after holding a public hearing and upon full review and consideration of the Revisions to the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Revisions to the Agreement should be approved and that the City Manager shall be authorized to finalize and execute it on behalf of the City.

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

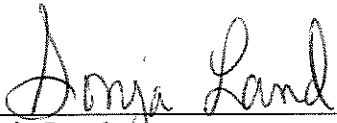
SECTION 1. That the City Council finds that the terms of the proposed revised agreement by and between the City of Mesquite (the “City”) and Camelot Sports and Entertainment, LLC (“Camelot”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (the “Revisions to the Agreement”), are found to be acceptable, in the best interests of the City and its citizens, and are hereby in all things approved.

SECTION 2. That the City Manager is hereby authorized to finalize and execute the Revisions to 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 Revisions to the Agreement.


DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 6th day of April, 2009.

  
\_\_\_\_\_  
John Monaco  
Mayor

ATTEST:

  
\_\_\_\_\_  
Sonja Land  
City Secretary

APPROVED:

  
\_\_\_\_\_  
B. J. Smith  
City Attorney

**ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**  
**(Chapter 380 Agreement)**

This Economic Development Program Agreement (“Agreement”) is made and entered into by and between the City of Mesquite, Texas (the “City”), and Camelot Sports and Entertainment LLC (the “Company”), for the purposes and considerations stated below:

**W I T N E S S E T H:**

WHEREAS, on April 6, 2009, the City adopted Resolution No. 13-2009 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 Company desires to participate in the Program by entering into this Agreement; and

WHEREAS, the existence of a rodeo has been a major tourism attraction for Mesquite citizens for many years; and

WHEREAS, the existence of a rodeo has been an international tourism attraction for many years; and

WHEREAS, Mesquite was designated by the Texas Legislature as the Official Rodeo Capital of Texas as a result of being home of the Mesquite Championship Rodeo; and

WHEREAS, the Company desires to buy the Mesquite Championship Rodeo and the Mesquite Arena and expand its presence as a tourism anchor within the community by installing new video display boards and expanding the utilization of the Arena; and

WHEREAS, the City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that the Company’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 Company’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:

“City” means the City of Mesquite, Texas.

“Company Affiliate” means any Person directly or indirectly controlling, controlled by, or under common control with the Company. 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.

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

“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.

“Initial Construction” means any construction of any phase of the Project, upon the Premises for which a building permit is required, including any renovation, remodeling, retrofitting, or reconfiguration of any building or structure upon the Premises.

“Owner” means Camelot Sports and Entertainment LLC.

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

“Premises” means that certain tract of real property located at 1818 Rodeo Drive, Mesquite, Dallas County, Texas, consisting of approximately 23.98 acres and a structure of approximately 92,500 square feet, more or less, as more particularly described on Exhibit “A” hereto.

“Project” means the installation of two video display boards and leasehold improvements, such as but not limited to, suite renovations, club build out and other similar improvements that add value to the public use of the building and the operation of said establishment as the Mesquite Championship Rodeo and the Mesquite Arena.

“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.

“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.

**3. Term.**

This Agreement shall be effective as of the date of execution by all parties. This Agreement will terminate upon the provision of \$1,400,000 to the Company, estimated to be 4 years from the execution of this Agreement.

**4. City’s Development Program Incentives.**

For all Initial Construction by Company upon the Premises during the term of this Agreement, the City shall grant Company the following incentives:

Rodeo City Tax Increment Reinvestment Financing Zone (RCTIF) Incentive. To the extent funds are available from RCTIF and the Company has met the performance criteria set out in this Agreement, the City shall reimburse to the Company from proceeds received into the RCTIF fund an amount equal to:

a. 75 percent of the total cost of the Project, such total cost including actual costs as well as costs arising from applicable taxes, installation and interest. Only the RCTIF fund is to be used to reimburse the Company. The reimbursement described in this paragraph shall be paid in annual installments beginning April 2009. City’s obligation to make the reimbursements described in this paragraph is contingent upon fund availability in RCTIF.

b. 25 percent of the cost of the Project upon the Company:

(i.) increasing the number of sales and customer service employees dedicated to marketing and servicing the Mesquite Arena to a minimum of ten (10) within one (1) year following the date of this Agreement; and maintaining the increased level of staffing during the Agreement Term;

(ii.) The Company investing in capital improvements to the Mesquite Arena for updates and renovation to the suite areas and to additional entertainment areas by June, 2010; and,

(iii.) The Company increasing the number of non-rodeo events held at Mesquite arena in calendar year 2010 by eight (8) events per year.

c.. Under no circumstances shall the amount of the above incentives collectively total more than \$1,400,000. Should the maximum incentive of \$1,400,000 be achieved prior to the end of the term of this Agreement then this Agreement shall be considered satisfied for all parties.

d. The Project described in paragraphs 4.a. and 4.b. shall become, and must remain, fixed assets of Mesquite Arena during the term of this Agreement.

**5. Marquee Video Board Sign**

The City shall have a “marquee video board sign” installed at a mutually agreeable location within 18 months of the date of this Agreement contingent upon the Company’s compliance with items set out in Paragraph 4.b. of this Agreement. City’s obligation to install a “marquee video board” is contingent upon City’s ability to obtain property upon which to erect the “marquee video board,” the location and cost of which is satisfactory to City in its sole discretion. City and Company further agree and acknowledge that the “marquee video board” is an on premises sign utilizing an electronic display screen and as such the advertising appearing on same is subject to City’ Ordinance Numbers 3922 amended on December 12, 2007, and 3744 amended on June 6, 2005. The marquee video board sign will be comparable in size, technology and functionality to the example included in Exhibit B to this Agreement.

**6. Company Covenants.**

In consideration of the City’s incentives under this Agreement (including the payment of monies to the Company), the Company agrees to:

- (a) Install 2 video display boards, as represented in Exhibit C, in the Mesquite Arena within 6 months of the date of the executed Agreement.
- (b) Operate the “marquee video board sign” and be the exclusive agent for the selling of all advertising on the sign in conformance with all City regulations and ordinances. The Company shall also retain a minimum of twenty percent of the video portion of the sign as available for use by the City or those whom the City shall designate, so long as those uses do not conflict with the Company’s promotions or commercial relationships.
- (c) Reserve 3,000 square feet of mutually agreeable space in the Mesquite Arena for use by the Mesquite Convention and Visitor’s Bureau at the City’s expense. The option shall be reserved for 5 years from the date of this Agreement.
- (d) The Company shall agree to release management control of the Exhibit Hall upon the City’s request and under mutually agreeable terms and conditions
- (e) The Company shall allow access to the Mesquite Arena for use by the City and the Mesquite Independent School District for mutually agreeable dates and events for the duration of this Agreement. Certain additional costs to be

- paid by City and Mesquite Independent School District.
- (f) The Company shall allow the City and its designee's access to the Mesquite Arena suites for a mutually agreeable number of event dates each year for the duration of this Agreement, so long as those uses do not conflict with the Company's promotions or commercial relationships.
  - (g) Take reasonable steps to provide Mesquite vendors an opportunity to bid on Initial Construction projects; and
  - (h) Comply with all applicable federal, state and local laws in the operation of the Project.

**7. Restrictions on Use of Incentives to Employ Undocumented Workers.**

The Company 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 Company shall be required to notify the City of such conviction.

**8. Mutual Assistance.**

The City and the Company shall take all reasonable measures, which are necessary or appropriate, to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

**9. Covenants Running with the Land.**

The Company'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 upon termination of this Agreement as provided herein.

**10. Representations and Warranties.**

The City represents and warrants to the Company 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 Company represents and warrants to the City that it has the requisite authority to enter into this Agreement.

**11. 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 highest rate per annum allowed by applicable law from the date such Program Payment is due until paid.

**12. Indemnification.**

**THE COMPANY 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 COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, 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 ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS 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 SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS OR EMPLOYEES.**

**13. 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 Company 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 Company may assign all or part of its rights and obligations hereunder (a) to any Affiliate effective upon written notice to the City, or (b) to any Person other than an Affiliate with the prior written approval of the City, which approval shall not be unreasonably withheld.

- (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:

Company:

Camelot  
8992 Preston 110-233  
Euless TX 75034  
\_\_\_\_\_  
\_\_\_\_\_

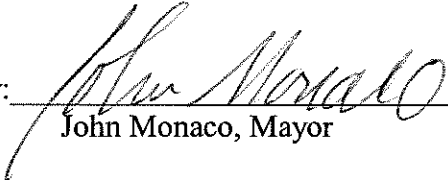
City:

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

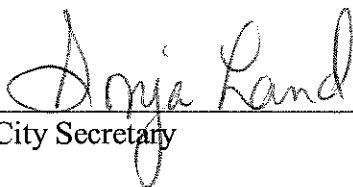
- (g) Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.
- (h) Applicable Law. This Agreement is made, and shall 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) Company's rights and obligations under this Agreement may not be assigned to any third party without the express prior written consent of City, which will not be unreasonably withheld.


THE CITY OF MESQUITE

By:   
John Monaco, Mayor

ATTEST:

  
City Secretary

CAMELOT SPORTS AND  
ENTERTAINMENT LLC

By: 

APPROVED AS TO FORM AND LEGALITY:

  
City Attorney or his Designee

Date: 4/28/09

THE STATE OF TEXAS

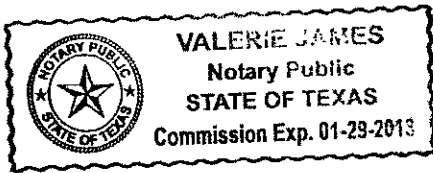
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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared John Monaco, Mayor 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 this 28 day of April, 2009.

Valerie James  
Notary Public in and for the State of Texas



Valerie James  
Notary's Printed Name

My Commission Expires: 01.29.2013

THE STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared James K. Petty, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said instrument was signed on behalf of said partnership, and said James K. Petty acknowledged said instrument to be his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE in said County and State this 28<sup>th</sup> day of April, 2009.

Deborah R. Miller  
Notary Public in and for the State of Texas



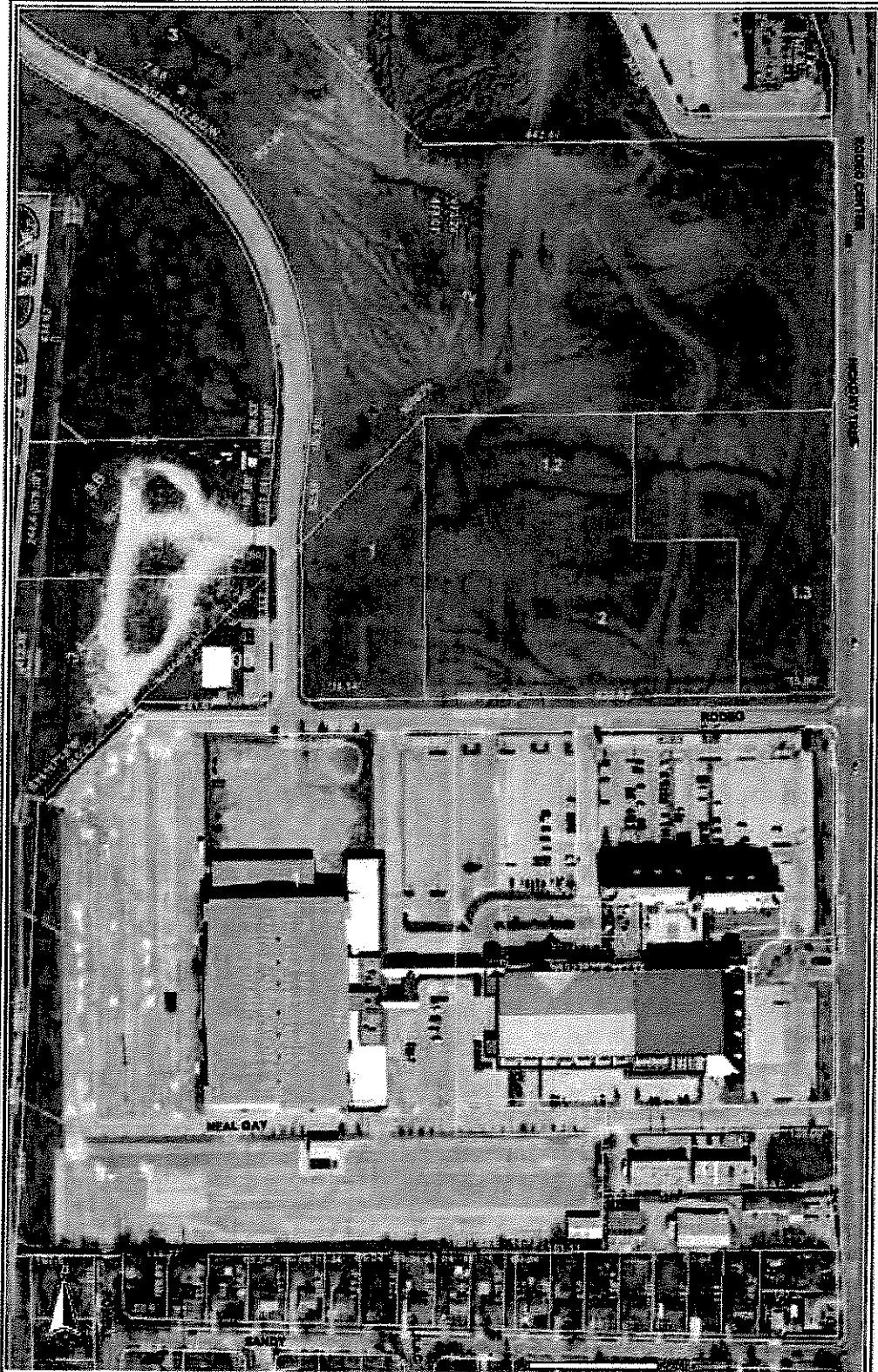
Deborah R. Miller  
Notary's Printed Name

My Commission Expires: 2-18-2010

**EXHIBIT "A"**  
**TO**  
**ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

**Description of Premises**

EXHIBIT "A"  
TO  
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT



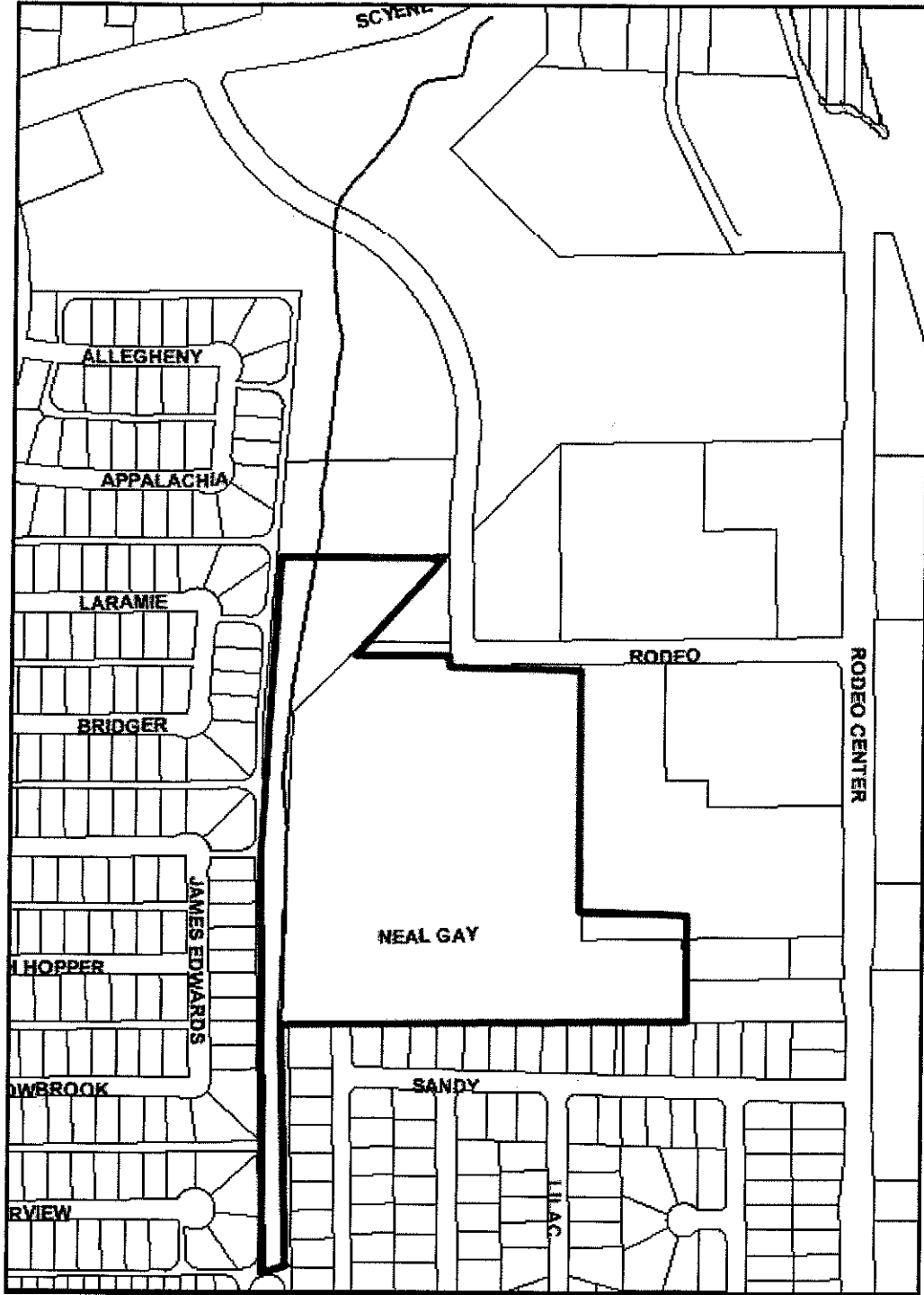
Dallas Central  
Appraisal District  
[www.dallascad.org](http://www.dallascad.org)

DISCLAIMER

The Dallas Central Appraisal District does not control or guarantee the accuracy, relevancy, timeliness or completeness of this data. DCAAD assumes no legal responsibility for the information contained on this map. Users should independently verify the data on this map before making any conclusions based on this data.

EXHIBIT "A"  
TO

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT



**EXHIBIT "B"**  
**TO**  
**ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

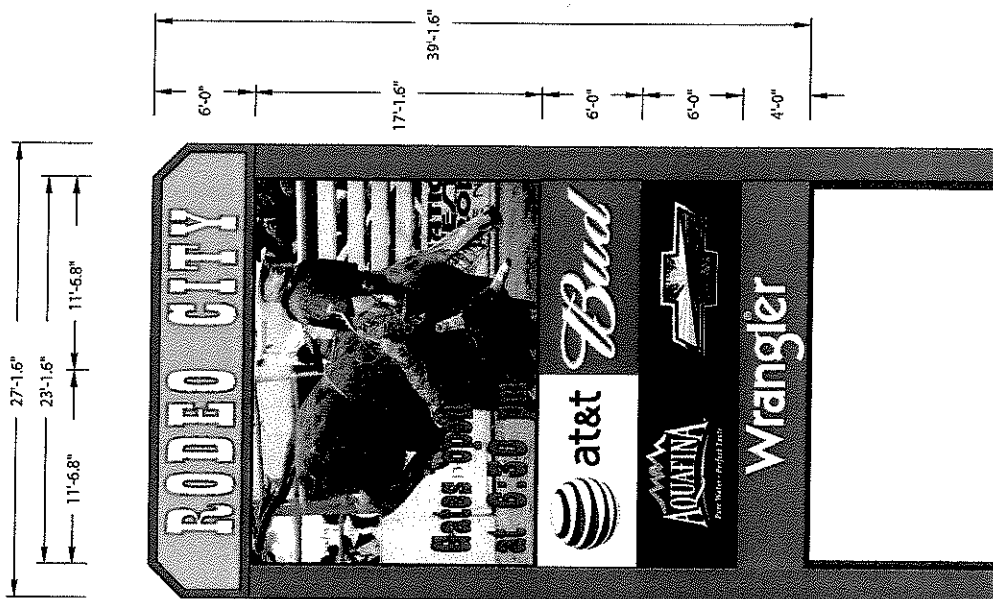
**Marquee Video Board Description**



EXHIBIT "B"

TO

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT



- Overall Dimensions  
27'1.6" x 39'1.6"
- Daktronics ProStart® Video Display  
PS-233M-224x304
- Daktronics Backlit Sponsor Display
- Daktronics Backlit Identification Display
- Non Backlit Sponsor Display

Mesquite Rodeo Mesquite, Texas

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DAKTRONICS

## Exhibit A

GF-Number 09R12559

## TRACT 1 (Fee Simple):

BEING 16.967 acres of land located in the JOB BADGLEY SURVEY, Abstract No. 74, Dallas County, Texas, and being a portion of Lot 1, Block 1 Rodeo Centre South, an addition to the City of Mesquite, Dallas County, Texas, according to the plat recorded in Volume 85232, Page 5252 of the Deed Records of Dallas County, Texas, and said 16.967 acres being a portion of the 17.11 acre Tract of land conveyed to Rodeo Partners, L.P. by the deed recorded in Volume 92112, Page 3653 of the Deed Records of Dallas County, Texas. Said 16.967 acres being more particularly described by metes and bounds, as follows:

BEGINNING at a 1/2" iron rod found, at the most Southerly Southeast corner of said Lot 1, Block 1 Rodeo Centre South Addition, being the Southeast corner of the 17.110 acre Tract conveyed to Rodeo Partners, L.P., and lying in the North boundary line of Valley View Heights Addition, to the City of Mesquite, Dallas County, Texas according to the plat recorded in Volume 30, Page 151 of the Map Records of Dallas County, Texas;

THENCE S 89 degrees 44 minutes 07 seconds W 1025.13 feet, along the North boundary line of said Valley View Heights Addition and the South boundary line of said Lot 1, Block 1, Rodeo Centre South Addition, to a 1/2" iron rod set, at the Southwest corner of said Rodeo Centre South Addition;

THENCE N 02 degrees 40 minutes 11 seconds E 794.26 feet, along the West boundary line of said Lot 1, Block 1, Rodeo Centre South Addition, to a 1/2" iron rod set, at the most Westerly Northwest corner of said Rodeo Centre South Addition;

THENCE N 44 degrees 42 minutes 50 seconds E 206.71 feet, along the Northwest boundary line of said Lot 1, Block 1 Rodeo Centre South Addition, to a 1/2" iron rod set, at the Northwest corner of the aforesaid 17.110 acre Tract of land conveyed to Rodeo Partners, L.P.;

THENCE N 89 degrees 29 minutes 44 seconds E 251.23 feet, along the North boundary line of said 17.110 acre Rodeo Partners, L.P. Tract, to an "X" cut in concrete set, in the most Westerly East boundary line of said Lot 1, Block 1, Rodeo Centre South Addition, being the West right-of-way line of Rodeo Drive (a 60 foot wide right-of-way);

THENCE along the West and South right-of-way line of said Rodeo Drive, as follows:

1. S 00 degrees 28 minutes 07 seconds E 29.99 feet, to a 1/2" iron rod found;
2. N 89 degrees 30 minutes 24 seconds E 337.59 feet, to an "X" cut in concrete found, at the intersection of the East boundary line of the aforesaid 17.110 acre Rodeo Partners, L.P. Tract;

## Exhibit A (Continued)

GF-Number 09R12559

THENCE S 00 degrees 19 minutes 40 seconds E 703.06 feet, severing said Lot 1, Block 1 Rodeo Centre South Addition, and running along the East boundary line of said 17.110 Rodeo Partners, L.P. Tract, to an "X" cut in concrete set;

THENCE N 89 degrees 23 minutes 42 seconds E 248.56 feet, along the most Southerly North boundary line of said 17.11 acre Rodeo Partners, L.P. Tract, to a 1/2" iron rod set, at the most Easterly Northeast corner of said 17.110 acre Rodeo Partners, L.P. Tract;

THENCE S 00 degrees 17 minutes 39 seconds E 210.27 feet, along the East boundary line of said 17.100 acre Rodeo Partners, L.P. Tract, and the East boundary line of said Lot 1, Block 1 Rodeo Centre South Addition, to THE PLACE OF BEGINNING containing 16.967 acres (739,070 square feet) of land.

## TRACT 2 (Easement):

BEING 1.3067 acres of land located in the JOB BADGLEY SURVEY, Abstract No. 74, Mesquite, Dallas County, Texas, and being the same Tract of land identified as an EASEMENT AND RIGHT-OF-WAY in the Agreement Concerning Ingress, Egress and Parking recorded in Volume 96108, Page 6526 of the Deed Records, of Dallas County, Texas. Said 1.3067 acres also being located within Lot 1, Block 1, Rodeo Centre South, an addition to the City of Mesquite, Dallas County, Texas, according to the plat recorded in Volume 85232, Page 5252 of the Deed Records of Dallas County, Texas. Said 1.3067 acres being more particularly described by metes and bounds, as follows:

COMMENCING at a point at the most Northwesterly intersection of the South line of Rodeo Drive (a 60 foot right-of-way), with the West line of Hickory Tree Road (an 80 foot right-of-way);

THENCE S 89 degrees 30 minutes 24 seconds W 550.84 feet, along the South right-of-way line of said Rodeo Drive, to the POINT OF BEGINNING;

THENCE S 00 degrees 30 minutes 06 seconds E 642.78 feet, to a point;

THENCE S 89 degrees 24 minutes 22 seconds W 89.52 feet, to a point, in the most Westerly East boundary line of the Tract of land conveyed to Rodeo Partners, L.P. by the deed recorded in Volume 92122, Page 3653 of the Deed Records of Dallas County, Texas;

THENCE N 00 degrees 19 minutes 40 seconds W 642.94 feet, along the most Westerly East boundary line of said Rodeo Partners Tract, to an "X" cut in concrete found, in the aforementioned South line of Rodeo Drive;

THENCE N 89 degrees 30 minutes 24 seconds E 87.57 feet, to THE POINT OF BEGINNING, containing 1.3067 acres (56,921 square feet) of land.

Exhibit A (Continued)

GF-Number 09R12559

## TRACT 3 (Easement):

BEING the area remaining in the original EASEMENT TRACT conveyed to Championship Rodeo, L.P. by the deed recorded in Volume 96108, Page 6526 of the Deed Records of Dallas County, Texas that is modified by areas A and A1 in Exhibit 4 of the RECIPROCAL PARKING AGREEMENT recorded in Volume 98180, Page 25 of the Deed Records of Dallas County, Texas.

## TRACT 4 (Fee Simple):

BEING 2.404 acres of land located in the DANIEL TANNER SURVEY, Abstract No. 1462, Mesquite, Dallas County, Texas, and being the same Tract of land conveyed to Championship Rodeo, L.P. by the deed recorded in Volume 95229, Page 401 of the Deed Records of Dallas County, Texas. Said 2.404 acres being more particularly described by metes and bounds, as follows:

BEGINNING at a 1/2" iron rod found, at the Northeast corner of Lot 2, Block 1, Rodeo Centre South, an addition to the City of Mesquite, Dallas County, Texas, according to the plat recorded in Volume 87172, Page 1237 of the Deed Records of Dallas County, Texas, and said point of beginning lying in the West right-of-way line of Rodeo Drive (a 60 foot wide right-of-way);

THENCE S 89 degrees 30 minutes 37 seconds W 436.98 feet, along the South boundary line of said Championship Rodeo, L.P. Tract, and the North boundary line of the Tract of land conveyed to Championship Rodeo, L.P. by the deed recorded in Volume 95015, Page 1370 of the Deed Records of Dallas County, Texas, to a 1/2" iron rod found, lying in the East boundary line of Town Ridge Addition, First Increment, an addition to the City of Mesquite, Dallas County, Texas according to the plat recorded in Volume 84217, Page 3610 of the Deed Records of Dallas County, Texas;

THENCE N 04 degrees 51 minutes 37 seconds E 244.49 feet, along the East boundary line of said Town Ridge Addition, and the West boundary line of said Championship Rodeo, L.P. Tract, to a 1/2" iron rod found, at the Northwest corner of said Championship Rodeo, L.P. Tract;

THENCE N 89 degrees 31 minutes 46 seconds E 428.63 feet, along the North boundary line of said Championship Rodeo, L.P. Tract, to a 1/2" iron rod found, at the Northeast corner of said Championship Rodeo, L.P. Tract, lying in the West right-of-way line of aforesaid Rodeo Drive;

THENCE along the East boundary line of said Championship Rodeo, L.P. Tract, and the West right-of-way line of said Rodeo Drive, as follows:

1. S 04 degrees 48 minutes 50 seconds W 126.50 feet, to a 1/2" iron rod found, at the beginning of a curve to the left;

Exhibit A (Continued)

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2. 57.99 feet, along said curve to the left having a radius of 630.00 feet, a central angle of 05 degrees 16 minutes 27 seconds, and a chord bearing S 02 degrees 12 minutes 38 seconds W 57.97 feet, to a 1/2" iron rod found, at the end of said curve;

3. S 00 degrees 27 minutes 34 seconds E 59.41 feet, to THE PLACE OF BEGINNING containing 2.404 acres (104,707 square feet) of land.

## TRACT 5 (Fee Simple):

BEING 0.3615 acres of land located in the JOB BADGLEY SURVEY, Abstract No. 74, Mesquite, Dallas County, Texas, being the same Tract of land conveyed to Championship Rodeo, L.P. by the deed recorded in Volume 96108, Page 6508 of the Deed Records of Dallas County, Texas, and being a portion of Lot 1, Block 1, Rodeo Centre South, an addition to the City of Mesquite, Dallas County, Texas, according to the plat recorded in Volume 85232, Page 5252 of the Deed Records of Dallas County, Texas. Said 0.3615 acres being more particularly described by metes and bounds, as follows:

BEGINNING at an "X" set, cut in concrete at the Southwest corner of the 11.00 acre Tract of land conveyed to Carter-Crowley Properties, Inc. by the deed recorded in Volume 94077, Page 5980 of the Deed Records of Dallas County, Texas, said point of beginning being a reentrant corner of the 17.11 acre Tract of land conveyed Rodeo Partners, L.P. by the deed recorded in Volume 92122, Page 3653 of the Deed Records of Dallas County, Texas;

THENCE N 00 degrees 19 minutes 40 seconds W 60.00 feet, along the West boundary line of said 11.00 acre Tract, and the East boundary line of said 17.11 acre Tract to an "X" cut in concrete set;

THENCE N 89 degrees 23 minutes 42 seconds E 262.34 feet, along the most Southerly North boundary line of said Lot 1, Block 1, Rodeo Centre South Addition, to an "X" cut in concrete set;

THENCE S 00 degrees 36 minutes 17 seconds E 60.00 feet, to a 1/2" iron rod set, in the South boundary line of said 11.00 acre Tract, being the most Easterly Northeast corner of the aforesaid 17.11 acre Rodeo Partners, L.P. Tract;

THENCE S 89 degrees 23 minutes 42 seconds W 262.63 feet, along the most Southerly North boundary line of said 17.11 acre Tract, being the South boundary line of said 11.00 acre Tract, to THE PLACE OF BEGINNING containing 0.3615 acres (15,749 square feet) of land.

## TRACT 6 (Fee Simple):

BEING 4.255 acres of land located in the DANIEL TANNER SURVEY, Abstract No. 1462, and the JOB BADGLEY SURVEY, Abstract No. 74, Mesquite, Dallas County,

## Exhibit A (Continued)

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Texas, and being the same Tract of land conveyed to Championship Rodeo, L.P. by the deed recorded in Volume 95015, Page 1370 of the Deed Records of Dallas County, Texas. Said 4.255 acres being more particularly described by metes and bounds, as follows:

BEGINNING at a 1/2" iron rod found, at the Northeast corner of said Championship Rodeo, L.P. Tract, being the Northeast corner of Lot 2, Block 1, Rodeo Centre South, an addition to the City of Mesquite, Dallas County, Texas, according to the plat recorded in Volume 87172, Page 1237 of the Deed Records of Dallas, County, Texas, said point of beginning also lying in the West right-of-way line of Rodeo Drive (a 60 foot wide right-of-way), and said point of beginning lying in the common boundary line between said Tanner and said Badgley Surveys;

THENCE S 44 degrees 42 minutes 50 seconds W 561.00 feet, along the common boundary line between said surveys, and the Northwest boundary line of said Lot 2, Block 1, Rodeo Centre South Addition, and also the Northwest boundary line of Lot 1, Block 1, Rodeo Centre South, an addition to the City of Mesquite, Dallas County, Texas, according to the plat recorded in Volume 85232, Page 5252 of the Deed Records of Dallas County, Texas, to a 1/2" iron rod set, at the most Westerly Northwest corner of said Lot 1, Block 1, Rodeo Centre South Additi

THENCE S 02 degrees 40 minutes 11 seconds W 794.26 feet, along the West boundary line of said Lot 1, Block 1, Rodeo Centre South Addition, to a 1/2" iron rod set, at the Southwest corner of said Lot 1, Block 1;

THENCE N 89 degrees 44 minutes 07 seconds E 26.40 feet, along the South boundary line of said Lot 1, Block 1, Rodeo Centre South Addition, to a 1/2" iron rod found, at the Northwest corner of Valley View Heights Addition, an addition to the City of Mesquite, Dallas County, Texas, according to the plat recorded in Volume 30, Page 161, of the Map Records of Dallas County, Texas;

THENCE S 00 degrees 32 minutes 51 seconds E 610.53 feet, along the West boundary line of said Valley View Heights Addition, to a 1/2" iron rod found, at the Southeast corner of said Championship Rodeo, L.P. Tract, lying in the North boundary line of Peach Tree Village, an addition to the City of Mesquite, Dallas County, Texas, according to the plat recorded in Volume 84172, Page 2200, of the Deed Records of Dallas County, Texas;

THENCE S 89 degrees 40 minutes 21 seconds W 65.75 feet, along the South boundary line of said Championship Rodeo, L.P. Tract, and the North boundary line of said Peach Tree Village Addition, to an "X" cut in concrete found, at the Southwest corner of said Championship Rodeo, L.P. Tract, lying in the East boundary line of Town Ridge Addition, 2nd Increment, an addition to the City of Mesquite, Dallas County, Texas according to the plat recorded in Volume 85126, Page 5005 of the Deed Records of Dallas County, Texas;

THENCE N 00 degrees 15 minutes 38 seconds W 1388.19 feet, along the West boundary line of said Championship Rodeo, L.P. Tract, and the East boundary

## Exhibit A (Continued)

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line of said Town Ridge Addition, and the East boundary line of Town Ridge Addition, First Increment, an addition to the City of Mesquite, Dallas County, Texas according to the plat recorded in Volume 84217, Page 3610 of the Deed Records of Dallas County, Texas, to a 1/2" iron rod found;

THENCE N 04 degrees 48 minutes 29 seconds, E 412.36 feet, along the East boundary line of said Town Ridge Addition, First Increment, and the West boundary line of said Championship Rodeo, L.P. Tract, to a 1/2" iron rod found, at the Northwest corner of said Championship Rodeo, L.P. Tract, being the Southwest corner of the Tract of land conveyed to Championship Rodeo, L.P. by the deed recorded in Volume 95229, Page 401 of the Deed Records of Dallas County, Texas;

THENCE N 89 degrees 30 minutes 37 seconds E 436.98 feet, along the common boundary line between said Championship Rodeo, L.P. Tracts, to THE PLACE OF BEGINNING containing 4.255 acres (185,373 square feet) of land.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.