

RESOLUTION NO. 30-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A MASTER DEVELOPER AGREEMENT REGARDING THE DEVELOPMENT OF APPROXIMATELY 60.31 ACRES OF LAND GENERALLY LOCATED SOUTH OF GROSS ROAD, EAST OF NORTH PEACHTREE ROAD, NORTH OF THE UNION PACIFIC RAILROAD AND WEST OF INTERSTATE HIGHWAY 635 IN THE CITY OF MESQUITE, TEXAS, AND BEING COMMONLY REFERRED TO AS THE “VERDE CENTER” OR THE “VERDE CENTER AT PEACHTREE” AND AUTHORIZING THE CITY MANAGER TO ADMINISTER THE AGREEMENT ON BEHALF OF THE CITY AND SPECIFICALLY REPEALING RESOLUTION NO. 79-2017.

WHEREAS, the City Manager has negotiated a Master Developer Agreement between the City of Mesquite, Texas (the “City”), HQZ Partners, LP, a Texas Limited Partnership acting by and through its general partner, Lang and Company, LLC, together with its affiliate MCG-124, LLC, a Texas limited liability company (the “Developer”), and the Mesquite Medical Center Management District, a special district and political subdivision of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution and an act of the Texas Legislature codified at Chapter 3922, Texas Special District Local Laws Code (the “District”), regarding the development of approximately 60.31 acres of land generally located South of Gross Road, East of North Peachtree Road, North of the Union Pacific Railroad and West of Interstate Highway 635 in the City of Mesquite, Texas, said property being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes (the “Property”) and being commonly referred to as the “Verde Center” or the “Verde Center at Peachtree,” the essential terms of said agreement being attached hereto as Exhibit “B” and made a part hereof for all purposes (the “Essential Terms”); and

WHEREAS, the City Council finds that entering into an agreement with the Developer and the District regarding the development of the Property is in the best interest of the City and will benefit the City and its citizens.

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

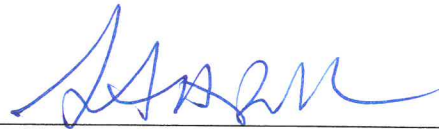
SECTION 1. That the findings and recitals contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated herein and adopted as part of this resolution for all purposes.

SECTION 2. That the City Council hereby authorizes the City Manager to finalize and execute a master developer agreement with the Developer and the District regarding the development of the Property incorporating the Essential Terms and such additional terms or provisions not inconsistent with the Essential Terms as the City Manager deems necessary or advisable and in the best interest of the City (the “Agreement”).

SECTION 3. That the City Manager is further hereby authorized to administer the Agreement on behalf of the City including, without limitation, the City Manager shall have the authority to: (i) provide any notices required or permitted by the Agreement; (ii) approve amendments to the Agreement provided such amendments, together with all previous amendments approved by the City Manager, do not increase City expenditures under the Agreement in excess of \$50,000; (iii) approve or deny any matter in the Agreement that requires the consent of the City provided, however, notwithstanding the foregoing, any assignment of the Agreement that requires the consent of the City pursuant to the terms of the Agreement shall require the approval of the City Council; (iv) approve or deny the waiver of performance of any covenant, duty, agreement, term or condition of the Agreement; (v) exercise any rights and remedies available to the City under the Agreement; and (vi) execute any notices, amendments, approvals, consents, denials and waivers authorized by this Section 3.

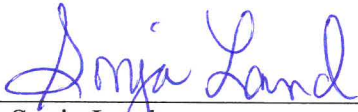
SECTION 4. That Resolution No. 79-2017 is hereby repealed in its entirety as of the date of this resolution. If any other resolutions or portions thereof of the City contain provisions in conflict with this resolution, the portion in conflict are hereby repealed and the portion not in conflict herewith shall remain in full force and effect.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 21st day of May, 2018.



Stan Pickett
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED:



Paula Anderson
Interim City Attorney

BEING a tract of land situated in the Daniel Tanner Survey, Abstract No. 1426, in the City of Mesquite, Dallas County, Texas, and being part of that called 85.204 acre tract of land described in deed to The City of Mesquite, Texas, as recorded in Volume 95191, Page 00916 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod for the west corner of Lot 1, Block 1 of Peachtree/Gross Addition, and addition to the City of Mesquite, Texas, as recorded in Volume 99074, Page 00009, D.R.D.C.T., said point being on the easterly right-of-way line of Peachtree Road (a 100 foot wide public right-of-way) as described in deed recorded in Volume 71054, Page 0405, D.R.D.C.T., said point also being the most westerly north corner of that tract of land described in deed to Golden Shamrock Realty, Inc., as recorded in Volume 2001007, Page 02031, D.R.D.C.T.;

THENCE South 46 degrees 16 minutes 40 seconds West, along the common westerly line of said Golden Shamrock Realty tract and said easterly right-of-way line of Peachtree Road, a distance of 120.96 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC INC." (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE South 43 degrees 43 minutes 20 seconds East, departing said common line along the southeasterly line of said Golden Shamrock Realty tract, a distance of 269.56 feet (deed 270.00 feet) to a 5/8-inch found iron rod for corner;

THENCE South 21 degrees 45 minutes 55 seconds East, continuing along said southeasterly line, a distance of 650.20 feet (deed 650.00 feet) to a 1/2-inch set iron rod with cap for the southwest corner of said Golden Shamrock Realty tract;

THENCE North 77 degrees 14 minutes 05 seconds East, along the southerly line of said Golden Shamrock Realty tract, a distance of 312.75 feet (deed 313.33 feet) to a 1/2-inch set iron rod with cap for the southeast corner of said Golden Shamrock Realty tract, said point being on the common westerly right-of-way line of Interstate Highway 635 (L.B.J. Freeway, a variable width public right-of-way) and the easterly line of said City of Mesquite tract;

THENCE South 15 degrees 17 minutes 27 seconds East, along said common line, a distance of 503.14 feet to a point for corner, from which point a found aluminum TXDOT monument bears North 65 degrees 26 minutes 11 seconds East a distance of 0.68 feet;

THENCE South 09 degrees 56 minutes 00 seconds East, continuing along said common line, a distance of 250.56 feet to a point for corner, from which point a found aluminum TXDOT monument bears North 63 degrees 51 minutes 49 seconds East a distance of 0.74 feet;

THENCE South 02 degrees 28 minutes 33 seconds East, continuing along said common line, a distance of 800.01 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 06 degrees 24 minutes 28 seconds East, continuing along said common line, a distance of 311.76 feet to a 1/2-inch found iron rod with cap stamped "BRITTAIN AND CRAWFORD" for the northeast corner of Lots 2 and 3, Block 1, Peachtree Center, an addition to the City of Mesquite as recorded in Volume 2003092, Page 00027, D.R.D.C.T.;

THENCE departing said common line and along the northerly line of said Peachtree Center addition, the following courses and distances:

North 70 degrees 39 minutes 48 seconds West a distance of 578.50 feet to a found 2-inch diameter disk stamped "MLA RPLS #4873" for corner;

North 19 degrees 20 minutes 12 seconds East a distance of 60.00 feet to a 1/2-inch found iron rod with cap stamped "BRITTAIN AND CRAWFORD" for corner;

North 70 degrees 39 minutes 48 seconds West a distance of 70.00 feet to a 1/2-inch found iron rod with cap stamped "BRITTAIN AND CRAWFORD" for corner;

South 80 degrees 33 minutes 59 seconds West a distance of 124.66 feet to a found 2-inch diameter disk stamped "MLA RPLS #4873" for corner;

North 05 degrees 37 minutes 15 seconds East a distance of 103.27 feet to a point for corner from which a found 2-inch diameter disk stamped "MLA RPLS #4873" bears North 21 degrees 18 minutes 56 seconds East a distance of 0.26 feet;

North 84 degrees 22 minutes 45 seconds West a distance of 150.41 feet to a found 2-inch diameter disk stamped "MLA RPLS #4873" for the point of curvature of a tangent circular curve to the left having a radius of 535.10 feet whose chord bears South 82 degrees 19 minutes 40 seconds West a distance of 246.07 feet;

Westerly, along said circular curve to the left, through a central angle of 26 degrees 35 minutes 10 seconds, an arc distance of 248.29 feet to a found 2-inch diameter disk stamped "MLA RPLS #4873" for the point of tangency;

South 69 degrees 02 minutes 05 seconds West a distance of 15.00 feet to a found 2-inch diameter disk stamped "MLA RPLS #4873" for corner,

North 65 degrees 11 minutes 14 seconds West a distance of 45.81 feet to a 1/2-inch set iron rod with cap for the most westerly northwest corner of said Peachtree Center addition, said point also being in the common westerly line of said City of Mesquite tract and the aforementioned easterly right-of-way line of Peachtree Road, said point being on a circular curve to the left having a radius of 759.73 feet whose chord bears North 31 degrees 03 minutes 06 seconds West a distance of 136.50 feet, said curve being non-tangent to the last described course;

THENCE Northwesterly, departing said northerly line of said Peachtree Center addition, along said common line between said City of Mesquite tract and said Peachtree Road and along said circular curve, through a central angle of 10 degrees 18 minutes 29 seconds, an arc distance of 136.68 feet to a 1/2-inch set iron rod with cap for the point of tangency;

THENCE North 36 degrees 12 minutes 20 seconds West, along said common line, a distance of 248.77 feet to a 1/2-inch set iron rod with cap for the point of curvature of a tangent circular curve to the right having a radius of 1,269.75 feet whose chord bears North 05 degrees 02 minutes 10 seconds East a distance of 1,674.13 feet;

THENCE Northerly, continuing along said common line and along said circular curve, through a central angle of 82 degrees 29 minutes 00 seconds, an arc distance of 1,827.94 feet to a 1/2-inch set iron rod with cap for the point of tangency;

THENCE North 46 degrees 16 minutes 40 seconds East, continuing along said common line, a distance of 341.44 feet to the POINT OF BEGINNING AND CONTAINING 2,626.887 square feet or 60.31 acres of land, more or less.

Exhibit “B”

Essential Terms

Agreement: Master Developer Agreement between the parties identified below regarding the development of the Property defined below (the “Master Agreement”)

Parties: City of Mesquite, Texas (“City”)
HQZ Partners, LP, a Texas Limited Partnership acting by and through its general partner, Lang and Company, LLC, together with its affiliate MCG-124, LLC, a Texas limited liability company (“Developer”); and
Mesquite Medical Center Management District (“District”)

Property: Approximately 60.31 acres more particularly described in Exhibit A attached hereto (the “Property”) wholly located within the Skyline Tax Increment Finance Reinvestment Zone No. Seven, City of Mesquite, Texas (“Zone”)

Exhibits:

- Exhibit A – Legal Description of Property
- Exhibit B – Depiction of roadway improvements
- Exhibit C – Concept Plan
- Exhibit D – Mass grading and drainage improvements
- Exhibit E – General Depiction of Phase 1 Improvements

Rezoning of the Property:

- Developer consents to City-initiated rezoning of the Property generally consistent with Exhibit C attached hereto
- Developer agrees not to make any permit application for land use that is not generally consistent with Exhibit C without the prior written consent of the City

Existing 380 Agreement:

Existing 380 Agreement between the City and Lang and Company, LLC relating to the development of the Property is terminated and superseded by this Agreement

District administers implementation of Amended Project and Financing Plan for the Zone:

- Amended Project Plan estimates public project costs of the Zone (“Project Costs”)
- Amended Project Plan establishes list of public improvements for the Zone (“Public Improvements”)
- District Engineer prepares plans and specifications for the Public Improvements
- District bids and awards construction contracts for the Public Improvements
- Final design of Public Improvements is subject to review and approval by City and Developer, not to be unreasonably withheld or delayed
- District Engineer and City inspect and approve construction of Public Improvements, approval not to be unreasonably withheld or delayed

- Upon prior written approval of the City and Developer, the District will design and construct the following Public Improvements in phases:
 - Water distribution, wastewater collection, storm water collection and drainage systems including a mass grading and drainage system within the Property as set forth in Exhibit D attached hereto that meets the engineering standards and requirements of the City, FEMA, and any other regulating agency. The drainage system shall include box culverts, detention and such drainage channels as necessary to handle the natural flow of surface waters across the Property, and shall be completed in connection with the initial mass grading and horizontal development phase of the project
 - Public roads described on Exhibit B
- Phases for road construction will generally be as follows:

Phase 1(a)

Connect existing bridge across South Mesquite Creek (“Bridge”) to Peachtree Road (on the west), and construct round-about adjacent to TxDot IH-635 right-of-way; construction to commence within 180 days following receipt of final approvals or permits required for design and/or construction of Phase 1(a) improvements

Phase 1(b)

Design and construct two-way “backage” road parallel to the TxDot right-of-way that will extend from its intersection with the Bridge, to the Property’s northern property boundary which is shared with the adjoining property owned by the McCormack Family (the “McCormack Parcel”); construction to commence within one year from receipt of any final permits or other approvals required in connection with the Phase 1(b) improvements

Phase 1(c)

Design, construction and dedication of a shared sixty (60) foot right-of-way roadway (the “Phase 1(c) Roadway”) to be constructed as a public street along the northern property boundary separating the Property and the McCormack Parcel in order to provide additional two-way access from and to the LBJ Freeway, Peachtree Road, and Gross Road; design and construction to commence with the design and construction of Phase 1(b)

Phase 1(c) Roadway will include a shared entry at the McCormack Parcel property line which is intended to provide access from and to both the McCormack Parcel and the Property

Should the interior driveway(s) on the McCormack Parcel not be dedicated to the public, the City will cooperate in obtaining the appropriate reciprocal access agreements over and across the McCormack Parcel, as depicted on Exhibit B in order to accomplish the cross-access rights described above

Phase 1(d)

Design and construct driveway intersections contemplated on the McCormack Parcel at Peachtree and Gross Road(s) as depicted on the exhibits; construction to be within the same timeframe and in connection with the “backage” road described in Phase 1(b)

Phase 2

Includes the proposed transportation grid costs for engineering and design, as well as for the environmental studies required for approval of the future construction of the southbound frontage road along I-635 and the eastern boundary of the Property (the "Frontage Road"), as depicted on Exhibit B; design and engineering to commence within 180 days from final approval of the Master Agreement, and receipt of any additionally required permits or other approvals

It is contemplated the City Council will authorize the City Manager to execute a Local Project Advanced Funding Agreement ("LPAFA") requesting the design and construction of the Frontage Road

Frontage Road to be designed, to the extent possible, to include such additional curb cuts, deceleration lanes and entry points as may be reasonable and necessary to provide appropriate access to and from the Property, the southbound lanes of I-635, and the Frontage Road

Developer's contribution toward the costs of the Frontage Road will be limited to the costs of engineering, planning, design and any environmental studies required by TxDot, which costs are included in the Project Costs

Ownership and maintenance of Public Improvements:

- Water, wastewater facilities and roads to be dedicated to City
- District to retain ownership of enhanced landscaping, public trails, flood control and detention facilities located within the public amenity area of the District unless otherwise agreed to between the District and the City
- Developer's use of those portions of Public Improvements retained by the District consisting of the flood control and drainage system serving the Property (including any detention ponds) for recreational purposes shall be subject to the prior written approval of the District
- Notwithstanding the foregoing, the Developer retains all other rights to use and enjoy its property, subject to the specific terms of any easements conveyed to the City and all zoning and other rules, regulations and ordinances of the City

Financial Terms:

- The Tax Increment for the Zone ("Zone Revenues") shall be used to finance the payment of the Project Costs for the Public Improvements through the term of the Zone or until the "Reimbursement Amount" (as defined below) has been satisfied
- The District contracts for construction of the Public Improvements
- The District pays the construction costs for the Public Improvements solely from Zone Revenues and capital assessments, if any, levied by the District, and advances by the Developer
- Construction contract payments shall be made only after approval by the District Engineer
- The City makes annual payments to the District by June 1 of each year for Public Improvements that have been approved for payment by the District solely from Zone Revenues on deposit in the Tax Increment Fund

- The Zone Revenues are deposited into a District fund (“Zone Fund”) and used solely to fund reimbursement of District administrative costs and costs of Public Improvements [including reimbursement to the Developer for funds advanced for costs of Public Improvements]
- Developer and District enter into Reimbursement Agreement
 - Developer (or predecessor) has previously paid costs for creation of the District, administrative costs of the District and costs of certain Public Improvements [see Reimbursement of Bridge Costs below]
 - Developer may hereafter advance administrative costs of the District including, but not limited to, director fees, insurance premiums, bookkeeping, legal, engineering, assessment administration, auditing and all other similar fees and expenses
 - Developer may advance costs for the Public Improvements
 - Subject to the terms of the Master Agreement and the Reimbursement Agreement, the District is to reimburse the Developer for funds advanced by Developer to create the District, for District administrative costs and for Project Costs for Public Improvements advanced by the Developer
 - Reimbursements to the Developer are solely from capital assessments levied by the District, if any, and Zone Revenues on deposit in the Zone Fund after payment of outstanding administrative costs of the District
 - Developer may submit a Certification for Payment on a monthly basis; however, payment made pursuant to the Reimbursement Agreement shall be on a quarterly basis solely from revenues available under the Reimbursement Agreement when and if available
- Developer's right to reimbursement will commence on the date the City issues the first certificate of occupancy (a "CO") for either the senior living or healthy living building(s) as generally depicted in Phase 1 on Exhibit E [the exact location of such building may be anywhere within the area identified as Phase 1 on Exhibit E]
- Developer's right to reimbursement is limited to the maximum principal amount of \$15,000,000, plus interest at the rate of 6% per annum, calculated as provided herein (the “Reimbursement Amount”)
- Zone Revenues cease to be available for payment of the Reimbursement Amount when the District has received \$15,000,000 plus accrued interest calculated at the rate and from the dates set forth herein and less District assessments for Public Improvements
- See below for terms of reimbursement for the Bridge
- Interest on funds advanced for Project Costs relating to each phase of construction of the Public Improvements shall commence to accrue on the first day following the date all of the Public Improvements in such phase are completed, dedicated to and accepted by the City or the District
- Capitalized interest costs incurred by the Developer on funds advanced for District administrative costs and construction of Public Improvements shall be considered as a capital item and included within the \$15,000,000 maximum principal amount
- In the event the District levies an assessment for Public Improvements, the Zone Fund and the Reimbursement Amount shall be reduced dollar for dollar for each dollar raised through such assessment
- In the event the District levies an assessment for infrastructure other than the Public Improvements, the Zone Fund and the Reimbursement Amount will not be reduced by funds raised through such assessment

Reimbursement of Bridge Costs:

- Construction of the Bridge has been completed
- The estimated cost for design and construction of the Bridge is \$3,200,000 (the "Bridge Costs")
- The Bridge Costs is an estimated Project Cost
- Interest will begin to accrue on the Bridge Costs at the rate of six percent (6%) per annum only after all of the following conditions precedent have been satisfied (the "Conditions Precedent"):
 1. A building permit has been issued for the construction of either the senior living or healthy living building(s) as generally depicted in Phase 1 on Exhibit E [the exact location of such building may be anywhere within the area identified as Phase 1 on Exhibit E];
 2. The Bridge has been dedicated to the City and accepted by the City as public infrastructure;
 3. All Public Improvements to be constructed in Phase 1(a) have been completed, dedicated to and accepted by the City; and
 4. The Developer has otherwise complied with the terms of the Master Agreement and the Reimbursement Agreement
- Subject to funds being available in the Zone Fund, the Developer shall be reimbursed the Bridge Costs out of the Zone Fund in accordance with the terms of the Reimbursement Agreement only after a CO has been issued by the City for either the senior living or healthy living building(s) as generally depicted in Phase 1 on Exhibit E [the exact location of such building may be anywhere within the area identified as Phase 1 on Exhibit E] and provided all of the above Conditions Precedent have also been satisfied.

District Assessments:

- O&M Assessments (for operation and maintenance of the District) may be levied with written notice to City
- Capital Assessments for public infrastructure and/or for Public Improvements may be levied only with prior written consent of the City
- Independent third party assessment administrator must be retained if District levies assessments
- District shall not issue any bonds, notes or other debt without prior written consent of City

Term of Master Agreement:

- Master Agreement to remain in effect for a term ending on the earlier of (i) the date of termination of the Zone, (ii) the date of full payment of the Reimbursement Amount, or (iii) dissolution of the District
- Notwithstanding the foregoing, the Master Agreement will automatically terminate five (5) years after the Effective Date unless all of the following have occurred:
 1. All of the Public Improvements to be constructed in Phase 1(a) have been completed, dedicated to and accepted by the City;
 2. A building permit for vertical construction of either the senior living or healthy living building(s) as generally depicted in Phase 1 on Exhibit E [the exact location of such building may be anywhere within the area identified as Phase 1 on Exhibit E] has been issued by the City;

3. The foundation/slab of either the senior living or healthy living building(s) as generally depicted in Phase 1 on Exhibit E [the exact location of such building may be anywhere within the area identified as Phase 1 on Exhibit E] has been completed, inspected and accepted in writing by the City, such acceptance not to be unreasonably withheld; and
 4. The framing of either the senior living or healthy living building(s) as generally depicted in Phase 1 on Exhibit E [the exact location of such building may be anywhere within the area identified as Phase 1 on Exhibit E] has been completed, inspected and accepted in writing by the City, such acceptance not to be unreasonably withheld
- In the event the Master Agreement is terminated as provided above, any amounts in the Zone Fund will be returned to the City within thirty (30) days

General Provisions:

- Assignment: District and Developer have right to assign the Master Agreement only with the prior written consent of the City
 - Default: Failure of a party to perform after written notice and 30 days to cure unless failure cannot reasonably be cured within 30 days and the non-performing party has diligently pursued a cure within such 30-day period and has provided written notice to the other parties that additional time is needed, then the cure period shall be extended for an additional period in excess of the 30 days but not to exceed an additional 90 days, so long as the non-performing party is diligently pursuing a cure
 - Remedies:
 - City Default:
 - Developer's sole remedy is specific performance
 - District's sole remedy is specific performance
 - District Default:
 - Developer's sole remedy is specific performance
 - City may seek specific performance and/or terminate the Master Agreement
 - Developer Default:
 - City's sole remedies are specific performance and/or terminate Master Agreement
 - District's sole remedies are specific performance of the Master Agreement and/or terminate the Master Agreement and the Reimbursement Agreement
- No recovery of exemplary or consequential damages by any party
 Attorneys' fees recoverable by prevailing party against non-prevailing party

BEING a tract of land situated in the Daniel Tanner Survey, Abstract No. 1426, in the City of Mesquite, Dallas County, Texas, and being part of that called 85.204 acre tract of land described in deed to The City of Mesquite, Texas, as recorded in Volume 95191, Page 00916 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod for the west corner of Lot 1, Block 1 of Peachtree/Gross Addition, and addition to the City of Mesquite, Texas, as recorded in Volume 99074, Page 00009, D.R.D.C.T., said point being on the easterly right-of-way line of Peachtree Road (a 100 foot wide public right-of-way) as described in deed recorded in Volume 71054, Page 0405, D.R.D.C.T., said point also being the most westerly north corner of that tract of land described in deed to Golden Shamrock Realty, Inc., as recorded in Volume 2001007, Page 02031, D.R.D.C.T.;

THENCE South 46 degrees 16 minutes 40 seconds West, along the common westerly line of said Golden Shamrock Realty tract and said easterly right-of-way line of Peachtree Road, a distance of 120.96 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC INC." (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE South 43 degrees 43 minutes 20 seconds East, departing said common line along the southeasterly line of said Golden Shamrock Realty tract, a distance of 269.56 feet (deed 270.00 feet) to a 5/8-inch found iron rod for corner;

THENCE South 21 degrees 45 minutes 55 seconds East, continuing along said southeasterly line, a distance of 650.20 feet (deed 650.00 feet) to a 1/2-inch set iron rod with cap for the southwest corner of said Golden Shamrock Realty tract;

THENCE North 77 degrees 14 minutes 05 seconds East, along the southerly line of said Golden Shamrock Realty tract, a distance of 312.75 feet (deed 313.33 feet) to a 1/2-inch set iron rod with cap for the southeast corner of said Golden Shamrock Realty tract, said point being on the common westerly right-of-way line of Interstate Highway 635 (L.B.J. Freeway, a variable width public right-of-way) and the easterly line of said City of Mesquite tract;

THENCE South 15 degrees 17 minutes 27 seconds East, along said common line, a distance of 503.14 feet to a point for corner, from which point a found aluminum TXDOT monument bears North 65 degrees 26 minutes 11 seconds East a distance of 0.68 feet;

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THENCE South 02 degrees 28 minutes 33 seconds East, continuing along said common line, a distance of 800.01 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 06 degrees 24 minutes 28 seconds East, continuing along said common line, a distance of 311.76 feet to a 1/2-inch found iron rod with cap stamped "BRITTAİN AND CRAWFORD" for the northeast corner of Lots 2 and 3, Block 1, Peachtree Center, an addition to the City of Mesquite as recorded in Volume 2003092, Page 00027, D.R.D.C.T.;

THENCE departing said common line and along the northerly line of said Peachtree Center addition, the following courses and distances:

North 70 degrees 39 minutes 48 seconds West a distance of 578.50 feet to a found 2-inch diameter disk stamped "MLA RPLS #4873" for corner;

North 19 degrees 20 minutes 12 seconds East a distance of 60.00 feet to a 1/2-inch found iron rod with cap stamped "BRITTAİN AND CRAWFORD" for corner;

North 70 degrees 39 minutes 48 seconds West a distance of 70.00 feet to a 1/2-inch found iron rod with cap stamped "BRITTAİN AND CRAWFORD" for corner;

South 80 degrees 33 minutes 59 seconds West a distance of 124.66 feet to a found 2-inch diameter disk stamped "MLA RPLS #4873" for corner;

North 05 degrees 37 minutes 15 seconds East a distance of 103.27 feet to a point for corner from which a found 2-inch diameter disk stamped "MLA RPLS #4873" bears North 21 degrees 18 minutes 56 seconds East a distance of 0.26 feet;

North 84 degrees 22 minutes 45 seconds West a distance of 150.41 feet to a found 2-inch diameter disk stamped "MLA RPLS #4873" for the point of curvature of a tangent circular curve to the left having a radius of 535.10 feet whose chord bears South 82 degrees 19 minutes 40 seconds West a distance of 246.07 feet;

Westerly, along said circular curve to the left, through a central angle of 26 degrees 35 minutes 10 seconds, an arc distance of 248.29 feet to a found 2-inch diameter disk stamped "MLA RPLS #4873" for the point of tangency;

South 69 degrees 02 minutes 05 seconds West a distance of 15.00 feet to a found 2-inch diameter disk stamped "MLA RPLS #4873" for corner,

North 65 degrees 11 minutes 14 seconds West a distance of 45.81 feet to a 1/2-inch set iron rod with cap for the most westerly northwest corner of said Peachtree Center addition, said point also being in the common westerly line of said City of Mesquite tract and the aforementioned easterly right-of-way line of Peachtree Road, said point being on a circular curve to the left having a radius of 759.73 feet whose chord bears North 31 degrees 03 minutes 06 seconds West a distance of 136.50 feet, said curve being non-tangent to the last described course;

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THENCE North 46 degrees 16 minutes 40 seconds East, continuing along said common line, a distance of 341.44 feet to the POINT OF BEGINNING AND CONTAINING 2,626.887 square feet or 60.31 acres of land, more or less.

EXHIBIT B

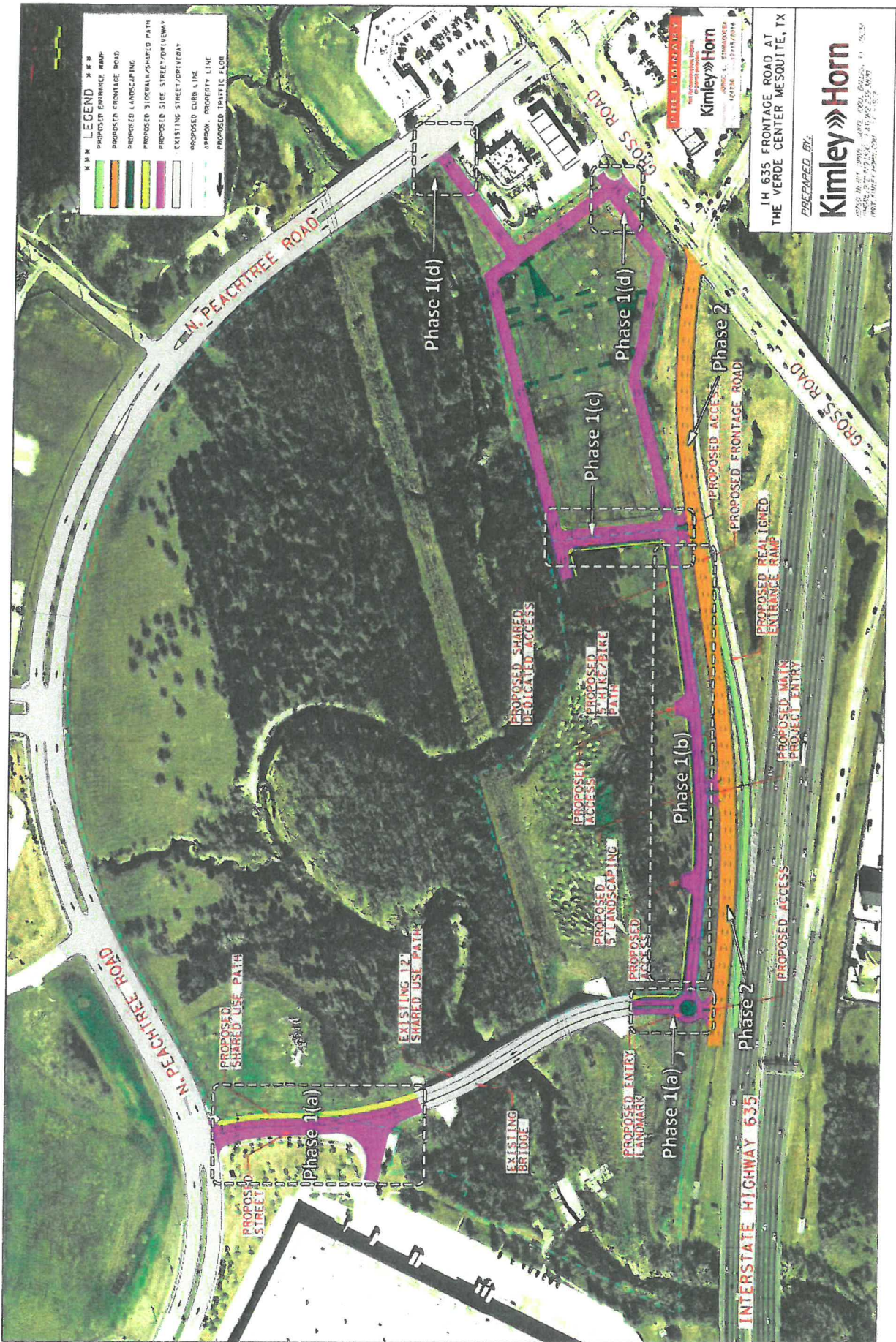
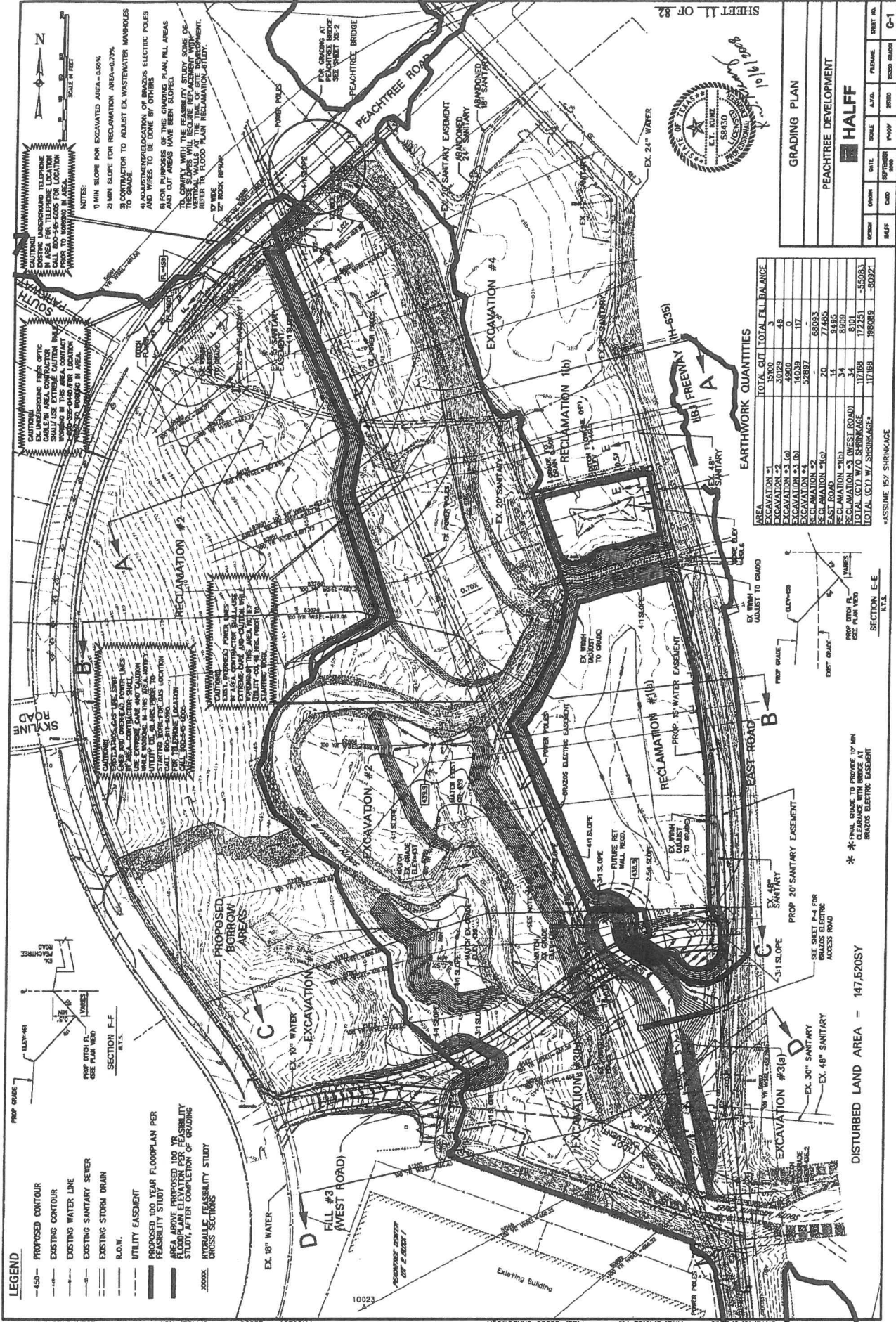


EXHIBIT C



The Verde Center at Peachtree - Mesquite, Texas Illustrative Concept Plan

August 12, 2015



LEGEND

- 450- PROPOSED CONTOUR
- 450- EXISTING CONTOUR
- 450- EXISTING WATER LINE
- 450- EXISTING SANITARY SEWER
- 450- EXISTING STORM DRAIN
- 450- R.O.M.
- 450- UTILITY EASEMENT
- 450- PROPOSED 100 YEAR FLOODPLAIN PER FEASIBILITY STUDY
- 450- AREA ABOVE PROPOSED 100 YEAR FLOODPLAIN ELEVATION FOR FEASIBILITY STUDY, AFTER COMPLETION OF GRADING
- 450- HYDRAULIC FEASIBILITY STUDY CROSS SECTIONS

NOTES:

- 1 MIN SLOPE FOR EXCAVATED AREA - 0.00%
- 2 MIN SLOPE FOR RECLAMATION AREA - 0.75%
- 3 CONTRACTOR TO ADJUST EX WASTEWATER MANHOLES TO GRADE.
- 4 ALL UTILITY RELOCATION OF BRASS ELECTRIC POLES TO BE DONE BY OTHERS.
- 5 CONTRACTOR TO VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITY LINES AND OVERHEAD POWER LINES. WHERE NECESSARY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITY LINES AND OVERHEAD POWER LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITY LINES AND OVERHEAD POWER LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITY LINES AND OVERHEAD POWER LINES.
- 6 TO COMPLY WITH THE FEASIBILITY STUDY, SOME OF THESE SLOPES WILL REQUIRE REPAIRMENT WITH REFER TO FLOOD PLAN RECLAMATION STUDY.
- 7 ROCK REPAIR
- 8 EX 18" WATER
- 9 EX 24" WATER
- 10 EX 30" WATER
- 11 EX 48" WATER
- 12 EX 60" WATER
- 13 EX 72" WATER
- 14 EX 84" WATER
- 15 EX 96" WATER
- 16 EX 108" WATER
- 17 EX 120" WATER
- 18 EX 132" WATER
- 19 EX 144" WATER
- 20 EX 156" WATER
- 21 EX 168" WATER
- 22 EX 180" WATER
- 23 EX 192" WATER
- 24 EX 204" WATER
- 25 EX 216" WATER
- 26 EX 228" WATER
- 27 EX 240" WATER
- 28 EX 252" WATER
- 29 EX 264" WATER
- 30 EX 276" WATER
- 31 EX 288" WATER
- 32 EX 300" WATER
- 33 EX 312" WATER
- 34 EX 324" WATER
- 35 EX 336" WATER
- 36 EX 348" WATER
- 37 EX 360" WATER
- 38 EX 372" WATER
- 39 EX 384" WATER
- 40 EX 396" WATER
- 41 EX 408" WATER
- 42 EX 420" WATER
- 43 EX 432" WATER
- 44 EX 444" WATER
- 45 EX 456" WATER
- 46 EX 468" WATER
- 47 EX 480" WATER
- 48 EX 492" WATER
- 49 EX 504" WATER
- 50 EX 516" WATER
- 51 EX 528" WATER
- 52 EX 540" WATER
- 53 EX 552" WATER
- 54 EX 564" WATER
- 55 EX 576" WATER
- 56 EX 588" WATER
- 57 EX 600" WATER
- 58 EX 612" WATER
- 59 EX 624" WATER
- 60 EX 636" WATER
- 61 EX 648" WATER
- 62 EX 660" WATER
- 63 EX 672" WATER
- 64 EX 684" WATER
- 65 EX 696" WATER
- 66 EX 708" WATER
- 67 EX 720" WATER
- 68 EX 732" WATER
- 69 EX 744" WATER
- 70 EX 756" WATER
- 71 EX 768" WATER
- 72 EX 780" WATER
- 73 EX 792" WATER
- 74 EX 804" WATER
- 75 EX 816" WATER
- 76 EX 828" WATER
- 77 EX 840" WATER
- 78 EX 852" WATER
- 79 EX 864" WATER
- 80 EX 876" WATER
- 81 EX 888" WATER
- 82 EX 900" WATER
- 83 EX 912" WATER
- 84 EX 924" WATER
- 85 EX 936" WATER
- 86 EX 948" WATER
- 87 EX 960" WATER
- 88 EX 972" WATER
- 89 EX 984" WATER
- 90 EX 996" WATER
- 91 EX 1008" WATER
- 92 EX 1020" WATER
- 93 EX 1032" WATER
- 94 EX 1044" WATER
- 95 EX 1056" WATER
- 96 EX 1068" WATER
- 97 EX 1080" WATER
- 98 EX 1092" WATER
- 99 EX 1104" WATER
- 100 EX 1116" WATER

EARTHWORK QUANTITIES

AREA	TOTAL CUT	TOTAL FILL	BALANCE
EXCAVATION #1	3029	0	3029
EXCAVATION #2	4800	0	4800
EXCAVATION #3 (a)	14039	17	14022
EXCAVATION #3 (b)	52887	0	52887
EXCAVATION #4	65533	0	65533
EXCAVATION #5	20	24485	24465
EAST ROAD	14	8495	8481
RECLAMATION #1(a)	34	8909	8875
RECLAMATION #1(b)	1788	17251	15463
RECLAMATION #2	1788	17251	15463
RECLAMATION #3	1788	17251	15463
RECLAMATION #4	1788	17251	15463
RECLAMATION #5	1788	17251	15463
RECLAMATION #6	1788	17251	15463
RECLAMATION #7	1788	17251	15463
RECLAMATION #8	1788	17251	15463
RECLAMATION #9	1788	17251	15463
RECLAMATION #10	1788	17251	15463
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RECLAMATION #96	1788	17251	15463
RECLAMATION #97	1788	17251	15463
RECLAMATION #98	1788	17251	15463
RECLAMATION #99	1788	17251	15463
RECLAMATION #100	1788	17251	15463

SECTION E-E
N.T.S.

SECTION F-F
N.T.S.

SECTION G-G
N.T.S.

SECTION H-H
N.T.S.

SECTION I-I
N.T.S.

SECTION J-J
N.T.S.

SECTION K-K
N.T.S.

SECTION L-L
N.T.S.

SECTION M-M
N.T.S.

SECTION N-N
N.T.S.

SECTION O-O
N.T.S.

SECTION P-P
N.T.S.

SECTION Q-Q
N.T.S.

SECTION R-R
N.T.S.

SECTION S-S
N.T.S.

SECTION T-T
N.T.S.

SECTION U-U
N.T.S.

SECTION V-V
N.T.S.

SECTION W-W
N.T.S.

SECTION X-X
N.T.S.

SECTION Y-Y
N.T.S.

SECTION Z-Z
N.T.S.

PROPOSED 100 YEAR FLOODPLAIN PER FEASIBILITY STUDY

AREA ABOVE PROPOSED 100 YEAR FLOODPLAIN ELEVATION FOR FEASIBILITY STUDY, AFTER COMPLETION OF GRADING

HYDRAULIC FEASIBILITY STUDY CROSS SECTIONS

EXISTING BUILDING

EXISTING WATER LINE

EXISTING SANITARY SEWER

EXISTING STORM DRAIN

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EXISTING WATER LINE

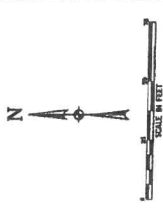
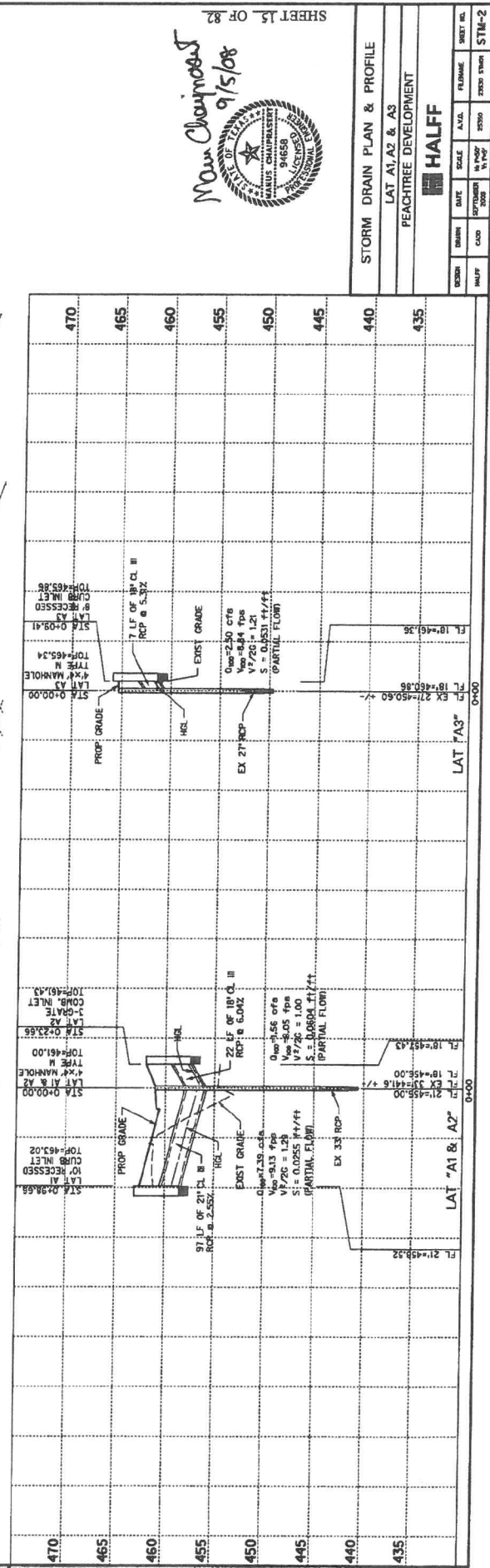
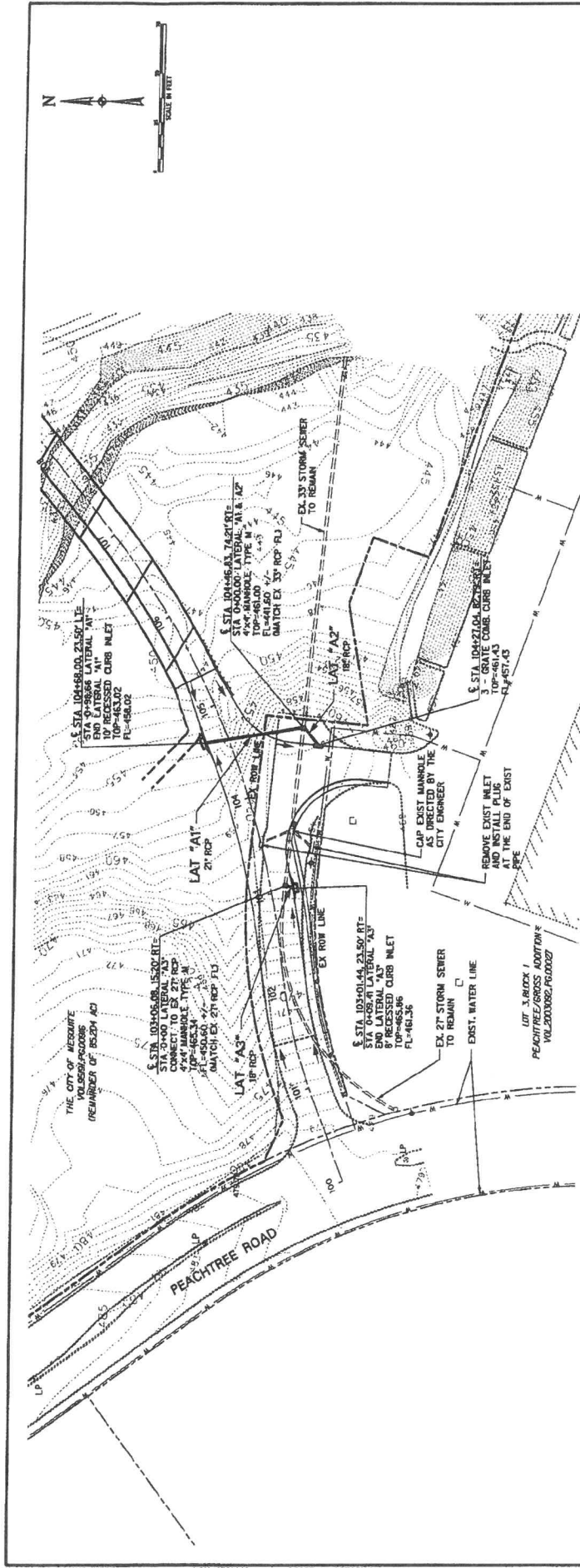
EXISTING SANITARY SEWER

EXISTING STORM DRAIN

R.O.M.

UTILITY EASEMENT

PROPOSED 100 YEAR FLOODPLAIN PER FEASIBILITY STUDY



Mon Chalmers
9/15/08



SHEET 15 OF 82

STORM DRAIN PLAN & PROFILE	
LAT A1, A2 & A3	
PEACHTREE DEVELOPMENT	
HALFF	
DESIGNER	DATE
DRAWN	SCALE
CADD	A.S.C.
CHECKED	DATE
IN CHARGE	SCALE
PROJECT NO.	DATE
SHEET NO.	DATE
STM-2	

USER# 0H1854

OFFICE# RCH

PROJECT # 25150

FILE# 25250 STM 01.dwg

DATE# 9/24/2008

TIME# 5:22:06 PM

DATE# 9/24/2008

TIME# 5:22:06 PM



RUNOFF CALCULATIONS

DRAINAGE AREA NO.	DRAINAGE PAVEMENT TYPE	CA (ACRES)	100-YEAR STORM	
			CA (MG)	Q ₁₀₀ (CFS)
A1	0.71	0.64	10.00	7.39
A2	0.73	0.62	11.36	7.36
A3	0.24	0.22	10.00	2.50

INLET CALCULATIONS

ID	TYPE	LOCATION	DRAINAGE AREA		Time of Concentration		Storm Variables		Pipe Characteristics		Flow Condition	Remarks		
			Incremental CA	Total CA	Inlet Time [min]	Pipe Time [min]	Design Frequency [years]	Intensity [in/hr]	Roughness Coefficient	Diameter [inches]			Slope	Number of Barrels
A1	CURB	104+66.00 LT	7.39	50.00	0.075	0.39	18.50	0.03	21	2.53E	1	25.30	0.00	LOW POINT CURB INLET
A2	COMB	104+27.04 RT	1.56	54.50	0.075	2.51	7.81	0.14	18	8.02E	1	26.89	0.16	ON-GRADE COMB. INLET U-GRADED
A3	CURB	103+01.44 RT	2.50	50.00	0.075	3.40	8.36	0.17	18	8.30E	1	24.21	0.00	ON-GRADE CURB INLET

STORM SEWER CALCULATIONS

Storm Line	Station From	Station To	Drainage Area		Time of Concentration		Storm Variables		Pipe Characteristics		Design Flow Characteristics		Profile Information		MFL Elevation				
			Incremental CA	Total CA	Inlet Time [min]	Pipe Time [min]	Design Frequency [years]	Intensity [in/hr]	Roughness Coefficient	Diameter [inches]	Slope	Number of Barrels	Flow [cfs]	Depth of Flow [ft]		V Design [ft/s]	S Design [ft/s]	Upstream Profile	Downstream Profile
LAT A1	104+66.00-00.00	A1	0.64	0.64	10	10	11.56	0.03	21	2.53E	1	25.30	0.7	9.3	0.0285	456.52	456.00	PF	PF
LAT A2	104+27.04-00.00	A2	0.14	0.14	10	10	11.56	0.03	18	8.02E	1	26.89	0.2	8.05	0.0604	457.43	456.00	PF	PF
LAT A3	103+01.44-00.00	A3	0.22	0.22	10	10	11.56	0.03	18	8.30E	1	24.21	0.3	8.84	0.0531	461.35	460.85	PF	PF

Now Clairmont
9/15/08

SHEET 14 OF 18

PEACHTREE DEVELOPMENT

HALF

DESIGNER: HALF
DATE: 9/15/08
SCALE: AS SHOWN
DRAWN BY: JHC
CHECKED BY: JHC
PROJECT NO: 25350
SHEET NO: 14

EXHIBIT E

