RESOLUTION NO. 74-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MESQUITE, TEXAS, THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF MESQUITE, TEXAS (SPRADLEY FARMS), AND SPRADLEY FARMS, LTD, REGARDING THE DEVELOPMENT OF APPROXIMATELY 652 ACRES OF LAND GENERALLY LOCATED BETWEEN FM 2757 AND IH-20 AND NORTH OF IH-20 EAST OF FM 740 IN KAUFMAN COUNTY, TEXAS, LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF MESQUITE, TEXAS, AS A MIXED USE PLANNED DEVELOPMENT CONSISTING OF RESIDENTIAL AND COMMERCIAL COMPONENTS AND OTHER ASSOCIATED USES AND BEING COMMONLY REFERRED TO AS "SPRADLEY FARMS"; AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AND EXECUTE SUCH DOCUMENTS AS ARE NECESSARY OR ADVISABLE TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO ADMINISTER THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the City Council has been presented with a proposed Master Development Agreement between the City of Mesquite, Texas (the "City"), the Board of Directors of Reinvestment Zone Number Thirteen, City of Mesquite, Texas (Spradley Farms), and Spradley Farms, Ltd., regarding the development of approximately 652 acres of land generally located between FM 2757 and IH-20 and North of IH-20 East of FM 740 in Kaufman County, Texas, and being located within the corporate limits of the City, as a mixed use planned development consisting of residential and commercial components and other associated uses, and being commonly referred to as "Spradley Farms," a copy of said agreement being 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 finds that the Agreement 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 facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated and adopted as part of this resolution for all purposes.

SECTION 2. That the City Council finds that the terms and provisions of the Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is in the best interest of the City and will benefit the City and its citizens.

SECTION 3. That the City Council hereby approves the Agreement and hereby authorizes the City Manager to: (i) finalize and execute the Agreement; and (ii) take such actions and execute such documents as are necessary or advisable to consummate the transactions contemplated by the Agreement.

SECTION 4. That the City Manager is further hereby authorized to administer the Agreement on behalf of the City including, without limitation, the City Manager is authorized to: (i) provide any notices and estoppels 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 or any provision of the Agreement that requires the consent of the City Council 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, estoppels, amendments, approvals, consents, denials and waivers authorized by this Section 4, provided, however, notwithstanding anything contained herein to the contrary, the authority of the City Manager pursuant to this Section 4 shall not include the authority to take any action that cannot be delegated by the City Council or that is within the City Council's legislative functions.

SECTION 5. That the sections, paragraphs, sentences, clauses and phrases of this resolution are severable and, if any phrase, clause, sentence, paragraph or section of this resolution should be declared invalid, illegal or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any of the remaining phrases, clauses, sentences, paragraphs and sections of this resolution and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, illegal or unenforceable provision had never been included in this resolution.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 4th day of November 2019.

Stan Pickett
Mayor

ATTEST:

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:

David L. Paschall
City Attorney

EXHIBIT "A"

Spradley Farms
Master Development Agreement

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

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

INST # 2019-0030001

SPRADLEY FARMS

MASTER DEVELOPMENT AGREEMENT

By and between

THE CITY OF MESQUITE, TEXAS,

and

THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF MESQUITE, TEXAS (Spradley Farms)

and

SPRADLEY FARMS, LTD.

Dated: November 4, 2019

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MASTER DEVELOPMENT AGREEMENT

This MASTER DEVELOPMENT AGREEMENT (this "Agreement") is entered into among the CITY OF MESQUITE, TEXAS (the "City"), the BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF MESQUITE, TEXAS (SPRADLEY FARMS) (the "TIRZ"), and SPRADLEY FARMS, LTD. (formerly, Spradley/Forney Development, LTD.), (the "Owner") to be effective November 4, 2019 (the "Effective Date"). The City, the Owner, the TIRZ are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, all terms with initial capital letters that are not defined in the text of this Agreement shall have the meanings given to them in Section 2 of this Agreement;

WHEREAS, the City is a duly incorporated home-rule municipality of the State of Texas;

WHEREAS, the Owner is the owner of certain real property (the "Property") located within the corporate limits of the City;

WHEREAS, pursuant to Chapter 375, Local Government Code (the "Act"), the Owner seeks the creation of the Spradley Farms Improvement District of Kaufman County (the "District") to serve the Property with certain water, sanitary sewer, and drainage facilities; roads and improvements in aid thereof; open space, parks and recreational improvements; and

WHEREAS, the District will be created as a conservation and reclamation district and political subdivision of the State of Texas, operating pursuant to Article III, Section 52, Article III, Section 52-a, and Article XVI, Section 59, Texas Constitution, and the general laws of the State of Texas, including particularly the Act, and Chapters 49 and 54, Texas Water Code;

WHEREAS, the District includes the Property as described by metes and bounds on **Exhibit A** (the "District Land");

WHEREAS, pursuant to Resolution No. 68-2019, effective September 16, 2019, the City consented to and evidenced its support of the creation of the District, and the Owner has filed a petition with the Texas Commission on Environmental Quality ("TCEQ") for the creation of the District; and

WHEREAS, it is contemplated that subsequent to its creation by TCEQ the District will join, enter into and become a "Party" to this Agreement; and

WHEREAS, pursuant to the TIRZ Act, the City created the TIRZ, by Ordinance Number 4713 adopted by the City Council on September 16, 2019, and later approved the Final TIRZ Plan by Ordinance Number 4734 adopted by the City Council on November 4, 2019;

WHEREAS, the TIRZ currently is comprised of a single contiguous tract totaling approximately 652 acres as depicted on **Exhibit B** (the "TIRZ Land") and includes all of the District Land;

WHEREAS, the District Land, because of its size and location, holds great potential for a high-quality, mixed-use residential and commercial development to be known as "Spradley Farms;"

WHEREAS, development of the District Land will require the planning, engineering, design, acquisition, construction, improvement, operation and maintenance of public improvements and public amenities, and the acquisition of property or interest, in property in connection therewith, located within and outside the District including, but not limited to: potable and non-potable water distribution systems; wastewater collection systems; drainage and stormwater management systems; roads and streets (inside and outside the District and including associated traffic control and safety improvements); sidewalks; off-street parking; mass transit systems; landscaping; highway right-of-way and transit corridor beautification and improvements; lighting, banners, and signs; hiking and cycling paths and trails; pedestrian walkways, skywalks, crosswalks and tunnels; parks, lakes, including work done for drainage, reclamation and recreation, recreational facilities, open space, scenic areas; fountains, plazas, and pedestrian malls (collectively, the "Public Improvements");

WHEREAS, the design, acquisition, construction, installation, operation and maintenance of the Public Improvements will facilitate and encourage development within the District and the TIRZ that will significantly enhance economic growth and tax revenues to the City and other taxing jurisdictions;

WHEREAS, in reliance upon the provisions of this Agreement, the District has agreed to be responsible for the design, acquisition, construction and installation of the Public Improvements identified on **Exhibit C** (the "TIRZ Improvements") and having an estimated cost on the Effective Date of $269,866,000 (the "TIRZ Costs");

WHEREAS, the TIRZ Improvements are herein referred to as the "District Improvements"; and the TIRZ Costs are herein referred to as "District Costs";

WHEREAS, the District Improvements confer a special benefit on the District Land and the TIRZ Land;

WHEREAS, the design, acquisition, construction, installation, operation, and maintenance of the Public Improvement, and the acquisition of property or interest in property in connection therewith will promote and benefit state and local economic development and business and commercial activity in the City, the County, and the state; and will contribute to the development and diversification of the economy of the state, to the elimination of unemployment and underemployment in the state and to the development and expansion of commerce of the state;

WHEREAS, the Final TIRZ Plan includes the TIRZ Improvements;

WHEREAS, pursuant to the TIRZ Act, the City Council and the Board of Directors of the TIRZ have the authority to enter into this Agreement to implement the Final TIRZ Plan;

WHEREAS, pursuant to Sections 311.010(b),311.010 (f), and 311.010(h), of the TIRZ Act, the City Council and the Board of Directors of the TIRZ have the authority to dedicate, convey or otherwise provide for the use of Available TIRZ Revenue (i) as security for District Tax Bonds

issued to pay or reimburse District Costs, (ii) to pay or reimburse District Costs, and (iii) for purposes permitted by Section 380.002(b), Local Government Code;

WHEREAS, pursuant to Section 311.010(b) and 311.010(f) of the TIRZ Act, the City and the TIRZ intend to dedicate, convey and otherwise provide Available TIRZ Revenue (i) to pay or reimburse District Costs and (ii) to secure or pay debt service on Bonds issued for the same purposes;

WHEREAS, pursuant to Section 311.010(b) and 311.010(f) of the TIRZ Act, the District may issue Bonds secured by Available TIRZ Revenue or may use Available TIRZ Revenue to pay debt service on Bonds;

WHEREAS, pursuant to Section 375.201, Local Government Code, the District may issue Bonds payable from and secured by ad valorem taxes and other sources, including revenues under a contract;

WHEREAS, pursuant to Section 375.203(a), Local Government Code, the District is authorized to pledge to the payment of its Bonds all or part of the income from improvement projects or from any other source;

WHEREAS, pursuant to Section 375.203(c), Local Government Code, the District is authorized to pledge to the payment of its Bonds all or any part of any revenues received from any public or private source;

WHEREAS, the Parties are authorized to enter into this agreement under Applicable Law, including but not limited to the TIRZ Act and the Act; and

WHEREAS, the Parties intend that this Agreement shall constitute the approval of the governing body of the City to pay or reimburse for certain District Costs from the proceeds of bonds or other obligations of the District that are secured by and payable from ad valorem taxes imposed by the District on all taxable property in the District;

WHEREAS, the Owner intends to develop the Property as a master planned mixed use community in accordance with the Spradley Farms PD that governs the use and development of the Property; and

WHEREAS, the Parties intend for this Agreement to establish the rights and obligations of the Parties with respect to the ownership and maintenance of the District Improvements and with respect to the use of TIRZ Revenue; and

WHEREAS, in reliance upon the provisions of this Agreement, the Owner has agreed to advance funds to or on behalf of the District for the purpose of the design, acquisition, construction, installation, operating and maintenance of District Improvements to serve and benefit the District and District Land;

NOW THEREFORE, in consideration of the mutual obligations of the Parties set forth in this Agreement, and other consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. RECITALS. The recitals contained in this Agreement are incorporated herein as a part of this Agreement and are true and correct, constitute the findings of the Parties, form the basis upon which the Parties have entered into this Agreement and establish the intent of the Parties in entering into this Agreement.

2. DEFINITIONS. Unless the context clearly requires otherwise, the following terms shall have the meanings hereinafter set forth:

"Available TIRZ Revenue" means the total revenue deposited each calendar year into the Tax Increment Fund from the City Increment and the County Increment for the benefit of the District, reduced by costs and expenses authorized by the TIRZ Act and any other Applicable Law, including, but not limited to, costs and expenses allocable to the establishment and administration of the TIRZ.

"Applicable Law" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Regulations.

"Assessments" mean special assessments levied by the Board against benefited property with the District to pay costs authorized by the Act including, but not limited to, District Costs.

"Assessment Bonds" means Bonds issued to pay or reimburse District Costs and secured by the Assessment Revenue and any other revenue authorized by the Act and pledged as security for the Assessment Bonds (excluding Available TIRZ Revenue, Excess TIRZ Revenue, and District Bond Tax Revenue).

"Assessment Revenue" means all revenue available to the District from the levy and collection of Assessments reduced by costs and expenses authorized by the Act including, but not limited to, costs and expenses allocable to the establishment and administration of the Assessments and issuance of Assessment Bonds.

"Benchmark Tax Rate" means a District ad valorem tax rate (including the tax levied for debt and the tax levied for maintenance and operations of the District), of $0.54 per $100 of assessed value of taxable property in the District, as increased each year by the same percentage that the ad valorem tax rate of the City (levied for both debt and maintenance purposes) increases from the previous year. No decrease in the Benchmark Tax Rate shall occur in the event of a decrease in the combined ad valorem tax rate of the City.

"Board" means the Board of Directors of the District.

"Bond Documents" means, for each series of Bonds, (i) the order or resolution of the District authorizing issuance of the Bonds and (ii) any trust indenture entered into in connection with the Bonds.

"Bonds" mean bonds, notes, credit agreements, or other obligations authorized by Applicable Law to be issued or executed by the District, whether in one or more series, to pay or reimburse District Costs and/or for other District purposes and secured by ad valorem taxes and/or any other revenue authorized by Applicable Law and this Agreement. The term includes District Tax Bonds, Assessment Bonds, TIRZ GO Bonds and Contract Revenue Bonds.

"City Council" means the governing body of the City.

"City Increment" means, for any given year beginning with the 2020 tax year, seventy percent (70%) of the ad valorem property taxes levied and collected by the City for that year on the captured appraised value of real property taxable by the City and located within the TIRZ.

"City Regulations" means all applicable ordinances, rules and regulations, as may be amended from time to time, of the City including, but not limited to, the Spradley Farms PD, the Development Standards attached hereto as Exhibit F, and all statutes, rules and regulations, as amended, of the State of Texas and its agencies and other political subdivisions and governmental entities, if any, having jurisdiction over the District Land.

"Commencement of Construction" shall mean that a notice to proceed has been issued pursuant to a Construction Contract for the construction of District Improvements.

"Construction Contract" means any contract awarded by or on behalf of the District for the acquisition, construction or installation of District Improvements that will be owned by the District, a property owners association or the City.

"Contract Revenue Bonds" means Bonds issued to pay or reimburse District Costs and secured by Available TIRZ Revenue, Excess TIRZ Revenue, and any other revenue authorized by Applicable Law and pledged (or otherwise dedicated, committed and/or made available) as security for the Contract Revenue Bonds (and specifically excluding District Bond Tax Revenue).

"County" means Kaufman County, Texas.

"County Increment" means, for any given year beginning with the 2020 tax year, means the percentage, identified in the County Tax Participation Agreement, of the ad valorem property taxes levied and collected by the County for that year on the captured appraised value of real property taxable by the County and located within the TIRZ.

"Developer" means any person or entity that owns land or other property within the District or that designs, acquires, constructs, or installs, or provides funding to or on behalf of the District for the design, acquisition, construction or installation of District Improvements.

"District Bond Tax Revenue" means all revenue available to the District for any given year from the levy and collection of ad valorem debt service taxes on all taxable property within the District reduced by costs and expenses of collection of such taxes.

"District Tax Bonds" means bonds issued by the District to pay or reimburse costs for Public Improvements and secured only by District Bond Tax Revenue.

"Excess TIRZ Revenue" means, as determined by the Board by October 1 of each calendar year, Available TIRZ Revenue on hand after paying debt service and other costs of financing on all outstanding TIRZ GO Bonds for which there is a pledge of TIRZ revenue or TIRZ revenue has been made available for the payment of debts service and after further deducting from Available TIRZ Revenue (i) an amount equal to 30 percent of the coming year's debt service and other costs of financing on outstanding TIRZ GO Bonds (including paying agent/registrar and trustee fees and expenses), and (ii) amounts to pay or reimburse costs and expenses allocable to the establishment and administration of the TIRZ for the coming year and (iii) amounts reserved by the District to pay or reimburse District Costs.

"Final TIRZ Plan" means the Project Plan and Financing Plan, approved by the TIRZ Board of Directors on November 4, 2019, and approved by Ordinance Number 4734 adopted by the City Council, as may be further modified and amended.

"Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; and (f) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) economic hardship; (v) changes in market condition; (w) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (x) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (y) the occurrence of any manpower, material or equipment shortages; or (z) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the District Improvements.

"Governmental Authority" means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.

"Local Government Code" means the Texas Local Government Code, as amended.

"Off-Site Improvements" means District Improvements located outside the boundaries of the District and consisting of roadway infrastructure (including, but not limited to, traffic control devices, intersection and signalization improvements, roadway lighting and roadway-related storm drainage facilities), water improvements (including potable and non-potable water), sanitary sewer improvements and landscaping.

"Owner" means Spradley Farms, LTD (formerly, Spradley/Forney Development, LTD).

"Public Improvements" has the meaning ascribed to such term in the recitals above.

"Special TIRZ Improvements" means those District Costs that are authorized by the Final TIRZ Plan and may be paid for or reimbursed by the District from the proceeds of Contract Revenue Bonds or from Excess TIRZ Revenue, but are not eligible for payment or reimbursement from TIRZ GO Bonds, District Bond Tax Revenue or other District ad valorem taxes.

"Spradley Farms PD" means Ordinance Number 4738 approved by the City Council on November 4, 2019 changing the zoning classification on all of the Property to planned development district and providing development standards for such area attached as Exhibit G to this Agreement.

"Tax Increment Fund" means the tax increment fund for the TIRZ created by the City, at a bank or banks selected by the City, into which all TIRZ Revenue shall be deposited.

"Term" means the term of this Agreement, beginning on the Effective Date and ending upon the termination of this Agreement pursuant to Section 25 herein.

"TIRZ" means Reinvestment Zone Number Thirteen, City of Mesquite, Texas (Spradley Farms).

"TIRZ Act" means Chapter 311, Texas Tax Code, as amended.

"TIRZ Bonds" means TIRZ GO Bonds and Contract Revenue Bonds.

"District Costs" has the meaning ascribed to such term in the recitals above.

"TIRZ Cap" means the expiration of 35 years from the date of establishment of the TIRZ, as may be modified by an amendment to the Final TIRZ Plan (or 35 annual payments).

"TIRZ GO Bonds" means Bonds issued to pay or reimburse District Costs and secured by District Bond Tax Revenue and any of the following or combination of the following: Available TIRZ Revenue, Excess TIRZ Revenue, and any other revenue authorized by Applicable Law and pledged (or otherwise dedicated, committed and/or made available) as security for the TIRZ Bonds.

"TIRZ Revenue" means the County Increment and City Increment deposited each calendar year into the Tax Increment Fund for the benefit of the District, reduced by costs and expenses authorized by the TIRZ Act including, but not limited to, costs and expenses allocable to the establishment and administration of the TIRZ and issuance of Bonds until such time as the TIRZ Cap has been reached.

3. BOND ISSUANCE APPROVAL.

a. Approval of District Improvements Budget. The "District Improvements Budget" attached hereto as **Exhibit D** shall constitute a five-year "capital improvements budget" under the Act. Upon approval of this Agreement and joinder by the District, the District may finance the District Improvements and issue Bonds as set forth and subject to the limitations in the District Improvements Budget and in compliance with Section 3(f) herein without any further approvals from the City for the period of the District Improvement Budget. Prior to or upon expiration of the five-year period covered by the initial District Improvements Budget, the District shall submit to the City for City Council approval District Improvements Budgets for subsequent five-year periods and such budgets must comply with Section 3(f) herein. The District may submit to the City for City Council approval updates or other amendments to any District Improvements Budget as may be required to reflect changes in anticipated infrastructure capital and financing requirements. Changes to the District Improvements Budget must be approved by the City Council.

b. General Bond –Authority. The Act provides that for payment of all or part of a District Improvement project, the Board may issue bonds in one or more series payable from and secured by ad valorem taxes, assessments, revenues, grants, gifts, contracts, leases or any combination of those funds. The Act authorizes the District to borrow money by issuing Bonds for District Improvements, and provides that such Bonds may be secured by and payable from ad valorem taxes, assessments; other revenue or a combination thereof, as authorized by the Act. Pursuant to such authority, and subject to the limitations in Section 3(a) and 3(f), of this Agreement, this Section 3(b), authorizes the District to borrow money by issuing Bonds for District purposes and to secure and pay such Bonds as provided by this Agreement using District Bond Tax Revenue, Assessment Revenue, Available TIRZ Revenue, Excess TIRZ Revenue, and other revenue authorized by the Act. The authority provided by this Section 3(b) extends to any Bonds issued pursuant to the conservation and reclamation district powers provided to the District by the Act.

c. Contract Revenue Bond Authority. To the extent permitted by law, the District is authorized to issue Contract Revenue Bonds in an aggregate principal amount determined by the Board that will yield net proceeds sufficient to pay the actual costs and expenses of designing, acquiring, constructing and installing the Special TIRZ Improvements in accordance with the Final TIRZ Plan.

d. TIRZ GO Bond Authority. This Section 3(d) authorizes the District, to issue TIRZ GO Bonds in a combined aggregate principal amount determined by the Board, in compliance with and subject to the limitations of Sections 3(a) and 3(f), that will yield net bond proceeds sufficient to pay the actual costs and expenses of designing, acquiring, constructing, and installing TIRZ Improvements. The actual costs and expenses of designing, acquiring, constructing, and installing

TIRZ Improvements may exceed the estimated District Costs on the Effective Date based on a formula agreed to by the Owner, the District, and the City that will accurately measure, on an annual basis, increases in such costs and expenses occurring in the greater Dallas/Fort Worth metropolitan area. Cost savings achieved for any line item of District Costs may be added to any other line item. TIRZ GO Bonds may be issued to reimburse the Developer for interest carry costs according to the following provisions of the Texas Administrative Code ("TAC") Title 30 Rule 293.50:

1. A developer may be reimbursed by a district for interest accrued for a period of up to two years after the final payment by the developer on approved construction pay estimates, professional fees, and attendant nonconstruction costs paid by a developer for providing facilities in anticipation of sale to such district. If final payment on a construction contract is 95% complete, the initiation of the two year interest accrual period will be six months from the date the contract is 95% complete, unless the developer can demonstrate a genuine contractual dispute with the contractor, or other extenuating reasons, as determined by the commission. The interest rate shall not exceed the net effective interest rate on the bonds sold, or the interest rate actually paid by the developer for loans obtained for this purpose, whichever is less. If a developer uses its own funds rather than borrowed funds, the net effective interest rate on the bonds sold shall be applied.

2. If reimbursement for accrued interest for a period of more than two years after the completion date allowed in subsection (a) of this section is requested by a district, and if no interest reimbursement has occurred, additional accrued interest up to five years from the completion date of the construction contracts including related professional fees and nonconstruction costs may be allowed if deemed feasible by the commission, and if:

    a. the actual costs incurred by the developer plus the total allowed interest does not exceed present day costs for the facilities at the time of purchase; or

    b. the aggregate of the amounts included in such district's bond issue for accrued developer interest for such two-year period, any proposed additional accrued developer interest, any accrued interest on outstanding bond anticipation note(s) of such district, and any capitalized interest on such bond issue does not exceed an amount equal to four years' interest on the total bond issue, said interest rate to be calculated on the basis of the net effective interest rate at which the bonds are actually sold; provided, however, that unless specifically requested by the district, recommended in writing by the district's financial advisor, and approved by the commission, a district bond issue including additional accrued developer interest pursuant to this subsection shall not provide for capitalized interest on such issue for a period of less than one year.

3. The developer shall not be reimbursed for interest accrued on his share of construction costs as required by §293.47 of Title 30 TAC (relating to Thirty Percent of District Construction Costs To Be Paid by Developer).

4. If otherwise determined to be feasible by the commission, time limitations on accrued developer interest shall not apply to:

a. wastewater treatment facilities serving or programmed to serve 2,000 acres or more;

b. water supply and treatment facilities serving or programmed to serve 2,000 acres or more;

c. that portion of water and sanitary sewer lines from the district's boundary to the interconnect, the source of water supply or wastewater treatment facility, when such source of water supply or wastewater treatment facility serves 2,000 acres or more;

d. that portion of water and sanitary sewer lines serving or programmed to serve 1,000 acres or more; or

e. drainage channels, levees and other flood control facilities and stormwater detention facilities meeting the requirements of §293.52 of Title 30 TAC (relating to Storm Water Detention Facilities) and §293.53 of Title 30 TAC (relating to District Participation in Regional Drainage Systems) which are serving or are programmed to serve 2,000 acres or more or at the discretion of the commission, areas less than 2,000 acres, as the commission may deem appropriate to encourage regional drainage projects.

5. These time limitations on accrued developer interest also apply to advances made for necessary organization and operation costs as allowed under §293.44(a)(16) of Title 30 TAC (relating to Special Considerations).

e. Assessment Bond Authority. This Section 3(e) authorizes the District to issue. Assessment Revenue Bonds in an aggregate principal amount determined by the Board that will yield net proceeds sufficient to pay the actual costs and expenses of designing, acquiring, constructing and installing the Special TIRZ Improvements in accordance with the Final TIRZ Plan:

f. Conditions to Bond Issuance. All District Bonds must comply with the following limitations:

(1) All Bonds shall be marketable on a cost effective basis and shall be issued on commercially reasonably terms, all as determined by the Board.

(2) The purposes for which Bonds may be issued shall be limited to payment of District Costs, including land acquisition costs and other costs and expenses authorized by the Act and this Agreement.

(3) All Bonds shall be secured and payable solely from revenue authorized by the Act and this Agreement.

(4) Bonds payable in whole or in part from ad valorem taxes must be approved by District voters at, one or more elections held for such purpose in

accordance with the Act and other Applicable Law, which voter approval may be obtained in the form of one or more bond authorization elections conducted within the District.

(5) TIRZ GO Bonds may be issued by the District provided that the principal and interest that will be payable on any outstanding District Tax Bonds and the proposed TIRZ GO Bonds can be paid from a District ad valorem debt service tax that does not exceed the Benchmark Tax Rate, when combined with the District's then current maintenance and operations tax rate. Prior to the issuance of TIRZ GO Bonds, the District must certify to the City that the proposed TIRZ GO Bonds to be issued will not exceed the Benchmark Tax Rate (when combined with the District's then current maintenance and operations tax rate) at the time of issuance, based upon: (a) a schedule of projected land values prepared by the District's financial advisor; (b) expected capitalized interest; and (c) projected Available TIRZ Revenue and projected Excess TIRZ Revenue (as determined by the District's Financial Advisor) that are and will be pledged to or available for the payment of principal and interest on the outstanding and proposed TIRZ GO Bonds.

(6) To the extent permitted by the Act, Assessment Bonds may be issued by the District provided that the principal and interest that will be payable on the outstanding and proposed Assessment Bonds can be paid from a tax equivalent rate for the Assessment Bonds (when combined with the District's then current maintenance and operations tax rate and debt service ad valorem tax rate), that does not exceed the Benchmark Tax Rate.

(7) If Bonds are issued to refund outstanding Bonds ("Refunding Bonds"), the issuance of such Refunding Bonds must result in an overall debt service savings to the District and may not extend the final maturity of the Bonds being refunded.

g. The District shall provide the City, no later than thirty (30) days prior to each issuance of District Bonds subject to the Benchmark Tax Rate, with a certification by the Board of Directors that the District has complied with the provisions of this Section 3(f).

4. RULES FOR DEVELOPMENT WITHIN AND OPERATION OF THE DISTRICT.

a. All District Improvements will be designed, acquired, constructed, installed and maintained in compliance with the City Regulations.

b. Prior to commencing work on any Off-Site Improvements, the Owner will dedicate or convey (or cause to be dedicated or conveyed) easements and other rights-of-way (both permanent and temporary) to the City or the District, as applicable, in a form approved by the City or the District (which approvals shall not be unreasonably withheld or delayed). Easements and other rights-of-way (both permanent and temporary) required for any Public Improvements located within the District shall be dedicated or conveyed by the Owner to the City or the District, as

applicable, by plat or other instruments approved by the City or the District (which approvals shall not be unreasonably withheld or delayed). If any portion of the Property is sold prior to such dedications or conveyances having been made, then the purchaser must agree, in writing, to dedicate or convey the easements or other rights-of-way as required by this Section 4(b).

c. If the Owner or District cannot obtain an easement, right-of-way or other interest in property located outside of the District and required for the acquisition of construction of an Off-Site Improvement, after making a good faith offer in writing, based on the fair market value of such property interest, to the owner thereof, the City agrees to acquire such property interest. In such event, the Owner or District must provide the City with a survey and metes and bounds description of the Property interest to be acquired, and all reasonable costs of obtaining such property interest incurred by the City (including, without limitations, appraisal fees, court costs, attorney's fees and litigation expenses) shall be the responsibility of Owner or District. The District or Owner shall pay the estimated costs of obtaining such property interest (as determined by the City) prior to the earlier of: (i) the initiation by the City of any eminent domain proceedings; or (ii) the City's acquisition of such property interest. If the estimated purchase price and estimated costs to purchase the property are less than the actual purchase price and actual costs, the City shall refund the excess amount paid to the City. If the estimated purchase price and estimated costs tp purchase the property are more than the actual purchase price and actual costs, the Owner or District shall pay to the City within ten (10) days after demand, the difference between the estimated purchase price and estimated costs and the actual purchase price and actual costs. Each purchase of property pursuant to this subsection is subject to the discretion and approval of the City Council.

d. Upon inspection and acceptance of completed portions of work under any Construction Contract, title to the completed portions shall be dedicated or conveyed as required by the City or the District, lien-free, together with an assignment of all applicable bonds and warranties. Such dedications or conveyances, however, shall be limited to competed portions of the work that connect to or may be used as part of the then-existing City infrastructure system.

e. The District will be operated in accordance with: (1) applicable provisions of the Act and Texas Water Code; (2) rules for operation adopted, from time to time, by the Board in accordance with Applicable Law; (3) authority exercised by the Texas Attorney General and, as may be applicable, the TCEQ with respect to the issuance of Bonds; and (4) the provisions of any other existing or future laws or regulations of the State of Texas or its agencies that apply to the operation of the District.

f. Except as may be otherwise provided in this Section 4, the City and Owner agree that the Property shall be developed in accordance with the City Regulations. In addition, the Owner shall take appropriate measures to make the requirements of the Development Standards, a copy of which are attached hereto as Exhibit F, applicable to and enforceable against the Property by incorporating such requirements in (i) the covenants, conditions and restrictions (the "Spradley Farms CC&Rs,") to be recorded with respect to the Property, (ii) in each contract for sale by Owner of portions of the Property, and (iii) to the extent required by law, the bylaws, documents and proceedings of the homeowners or property owners association within the Property. In the event of the failure of the homeowners or property owners association to do so, and upon receipt

of a written request from the City, the District agrees to enforce the Spradley Farms CC&Rs pursuant to Section 54.237 Texas Water Code, as amended, to the extent permitted by law.

5. FINANCING OF PUBLIC IMPROVEMENTS.

a. Available TIRZ Revenue. Pursuant to Sections 311.010(b), 311.0123, and 311.013 of the TIRZ Act, and otherwise to the maximum extent permitted by law, the City and the TIRZ hereby grant, dedicate, and otherwise provide and make available to the District all Available TIRZ Revenue to be used as follows:

(1) Before Issuance of TIRZ GO Bonds. Before and until TIRZ GO Bonds are issued, Available TIRZ Revenue shall be used or reserved by the District to pay or reimburse District Costs.

(2) After Issuance of TIRZ GO Bonds. If and when TIRZ GO Bonds are issued that are secured by a pledge of Available TIRZ Revenue (or TIRZ GO Bonds with respect to which Available TIRZ Revenue is otherwise dedicated, committed and/or made available for the payment of debt service), Available TIRZ Revenue shall be used by the District to pay principal and interest on such TIRZ GO Bonds in the amounts and to the extent required by the applicable Bond Documents or as otherwise determined by the District.

(3) After Payment of TIRZ GO Bonds. To the extent not required to pay debt service on the District's TIRZ GO Bonds secured by a pledge of Available TIRZ Revenue (or TIRZ GO Bonds with respect to which Available TIRZ Revenue is otherwise dedicated, committed and/or made available as security), Available TIRZ Revenue may be used or reserved by the District to pay or reimburse any unreimbursed expenditures for District Costs until such District Costs are reimbursed or paid in full up to the TIRZ Cap.

(4) Duration of TIRZ Revenues. The grant, dedication and provision of Available TIRZ Revenue provided under this Section 5(a) shall continue until (i) the date all TIRZ GO Bonds with a pledge of Available TIRZ Revenue (or TIRZ GO Bonds with respect to which Available TIRZ Revenue is otherwise dedicated, committed or made available for the payment of debt service) have been issued and paid in full (provided in no event shall Available TIRZ Revenues be paid beyond the TIRZ Cap), or the earlier of (ii) the date all District Costs have otherwise been paid or reimbursed in full; (or) (iii) the TIRZ Cap has been reached.

b. Excess TIRZ Revenue. Pursuant to Sections 311.010(b) and 311.0123 of the TIRZ Act, and otherwise to the maximum extent permitted by law, the City and the TIRZ hereby grant, dedicate, and otherwise provide Excess TIRZ Revenue to be used as follows:

(1) The payment or reimbursement of District Costs pursuant to the Final TIRZ Plan and this Agreement.

(2) The payment of debt service on TIRZ GO Bonds to the extent determined by the District.

(3) The payment, reimbursement or financing of the costs of Special TIRZ Improvements in accordance with the Final TIRZ Plan and this Agreement.

(4) Duration of Excess TIRZ Revenues. The grant, dedication, and provision of Excess TIRZ Revenue provided by this Section 5(b) shall continue until (i) the date all Bonds containing a pledge of Excess TIRZ Revenue or Excess TIRZ Revenue has otherwise been dedicated by the District for the payment of debt service, have been issued and paid in full (provided in no event shall Available TIRZ Revenues be paid beyond the TIRZ Cap), or the earlier of (ii) the date all District Costs have otherwise been paid or reimbursed in full, in accordance with the TIRZ Plan and this Agreement or (iii) the TIRZ Cap has been reached.

(5) Tax Participation Agreements. Pursuant to Sections 311.010(b) and 311.013 of the TIRZ Act, the City shall use reasonable efforts to enter into a separate agreement (the "Tax Participation Agreement") with the County. The Tax Participation Agreement shall obligate the County to deposit each year during the term of the TIRZ (beginning with the 2020 tax year) the County Increment into the Tax Increment Fund in accordance with standard administrative procedures adopted by the City. The City shall send annually to the County a bill that outlines the City's calculation of the County Increment, a copy of which bill shall be given to the District at the same time they are given to the County. The City shall forward to the District a copy of the Tax Participation Agreement, when executed, and shall not thereafter amend the Tax Participation Agreement without the prior written consent of the Owner (provided that the Owner retains ownership of more than 10% of the total Property acreage) and the District, if the amendment would adversely affect the obligation of the County to deposit its tax increment into the Tax Increment Fund. The City shall, at all times, comply with the provisions of the Tax Participation Agreement and shall take no action that would entitle the County to suspend payments of its tax increment into the Tax Increment Fund. The City agrees to immediately give the Owner, the District and the TIRZ a copy of any Notice from the County to the City alleging any breach, default or other failure by the City to perform under the Tax Participation Agreement.

6. OWNERSHIP AND MAINTENANCE OF DISTRICT IMPROVEMENTS.

a. Ownership of District Improvements. Ownership of District Improvements, as between the District and the City, is identified by improvement category on **Exhibit C**. Upon completion of construction of District Improvements, and upon inspection and acceptance by the City or the District as the owner, the improvements shall be dedicated or conveyed to the City or District, as applicable, lien-free and together with all applicable warranties and bonds.

b. Maintenance of District Improvements.

(1) Maintenance obligations for District Improvements, as among the Parties, are also set forth by improvement category on **Exhibit C**.

(2) Access to all District Improvements is granted to the City for any purpose related to the exercise of governmental services or functions, including but not limited to, fire and police protection, inspection, and code enforcement.

c. With respect to any District Improvement for which the City has maintenance obligations as set forth in **Exhibit C** (any such District Improvement, a "City-Maintained Improvement"), the District may, at its option, undertake maintenance and/or repair should the Board, in its sole discretion and at its sole cost (not to be reimbursed by the City unless agreed to in writing by the City), determine that it is in the best interests of the District and its residents and landowners to do so. Such maintenance or repair by the District shall be subject to notice delivered to the City prior to commencement of the maintenance and shall be performed pursuant to the City Regulations. After notice, the City may impose requirements or restrictions on such maintenance and may require the District to enter into a Maintenance Agreement prior to the commencement of the maintenance and/or repair. However, no such determination by the Board with respect to maintenance and/or repair of any City-Maintained Improvement and no such undertaking of any such maintenance and/or repair shall in any way be construed to (i) obligate the District to undertake any other or future maintenance and/or repair of that or any other City-Maintained Improvement or (ii) relieve the City of any maintenance obligation with respect to that or any other City-Maintained Improvement.

d. With respect to any District Improvement for which the District has maintenance obligations as set forth in **Exhibit C** (any such District Improvement, a "District-Maintained Improvement"), the City may, at its option, undertake maintenance and/or repair should the City, in its sole discretion and at its sole cost (not to be reimbursed by the District unless agreed to in writing by the District), determine that it is in the best interests of the City and its residents and landowners to do so. Such maintenance or repair by the City shall be subject to notice delivered to the District prior to commencement of the maintenance and shall be performed pursuant to the City Regulations. After notice, the District may impose requirements or restrictions on such maintenance and may require the City to enter into a Maintenance Agreement prior to the commencement of the maintenance and/or repair. However, no such determination by the City with respect to maintenance and/or repair of any District-Maintained Improvement and no such undertaking of any such maintenance and/or repair shall in any way be construed to (i) obligate the City to undertake any other or future maintenance and/or repair of that or any other District-Maintained Improvement or (ii) relieve the District of any maintenance obligation with respect to that or any other District-Maintained Improvement

7. MAINTENANCE AND OPERATION TAX. Chapter 49 of the Texas Water Code, as amended provides that the District may impose a tax for maintenance and operation purposes an "M&O Tax" including for planning, constructing, acquiring, maintaining, repairing, and operating District Improvements, including land, plants, works, facilities, improvements, appliances, and equipment of the District and for paying costs of services, engineering and legal fees, and organizational and administrative expenses of the District. The City Council hereby approves the

imposition by the District of an M&O Tax in an amount (when combined with the District's debt service ad valorem tax rate and Assessment rate (expressed in terms of an ad valorem tax rate equivalent)) does not exceed the Benchmark Tax Rate. The District may not, however, impose any M&O Tax until the imposition of the M&O Tax has also been approved by District voters at one or more elections held for that purpose in accordance with the Act and other Applicable Law. The District may hold a separate election for the maintenance and operation of Public Improvements authorized by Section 59, Article XVI, Texas Constitution and Public Improvements authorized by Section 52, Article III, Texas Constitution; provided, however, the total M&O Tax for both categories of improvements amount (when combined with the District's ad valorem tax rate and Assessment rate (expressed in terms of an ad valorem tax rate equivalent)) shall not exceed the Benchmark Tax Rate. The actual M&O Tax imposed within the District each year by the Board may be less than the voted amount. Notice of the District M&O Tax rate will be given to the City each year within 30 days after it is imposed.

8. ANNUAL REPORTING. The District shall prepare and update annually after the Effective Date (and deliver a copy to the City) a report (the "District Report") that contains the following:

a. Estimated District Costs;

b. A comparison of District Costs to the estimated costs set forth on Exhibit C and Exhibit D; and

c. An identification, for each line item identified on Exhibit C and Exhibit D:

(1) The costs paid for completed District Improvements;

(2) The costs to be paid under Construction Contracts that are pending or that have been awarded; and

(3) The costs to be incurred in the future.

9. REPORTING UPON COMPLETION. Upon the completion of work under each Construction Contract, the District shall deliver to the City a statement of the total costs incurred under each contract. Construction Contracts shall require the contractor to maintain complete books and records with respect to all costs paid or incurred for a period of at least three years or such later date as required to comply with the City's retention schedule.

10. DEFAULT. A Party shall be in default under this Agreement upon the failure to observe any covenant or obligation required of such Party in this Agreement (a "Default"). No Party shall be in Default unless notice of an alleged failure of a Party to perform has been given by the Party claiming such Default and such notice shall demand performance. In addition, no Default may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days after notice and, performance has been completed within one-hundred twenty (120) days after notice.

11. FIRE STATION. The City anticipates the construction of a fire station within or in close proximity to the District. The District, Owner and City agree to work together to determine a

funding mechanism for such fire station. The location of the fire station will be determined by the City based upon various factors, including service efficiency.

12. REMEDIES.

a. The Parties agree that this Agreement is executed for the purposes, among others, of setting forth the procedures to be followed by the District in financing, constructing, owning, and operating the Public Improvements and the acquisition of property therefor; by the City in creating the TIRZ and making TIRZ Revenue available as security for or to pay debt service on TIRZ Bonds or otherwise for the payment of District Costs; and by the Owner in developing the Property. Accordingly, the Parties agree that a Default by any Party shall not entitle any non-defaulting Party to seek or recover damages or termination of the Agreement. The remedies available to a non-defaulting Party in the case of any Default by another Party is to seek the equitable remedy of specific enforcement of this Agreement.

b. The City does not by this Agreement, except for the provisions related to the use of TIRZ Revenue under Section 5 of this Agreement, commit or agree to provide any City funds to the District or to provide water, sewer or other municipal services to any part of the District, whether developed or undeveloped, except in accordance with the City Regulations.

c. The provision of water, sewer or other municipal services by the City to the District is subject to the annual appropriation of funds by the City from lawful and available sources. The obligations of the District to finance, construct and provide the Public Improvements that will be owned by the City, and to provide, operate, and maintain the Public Improvements that will be owned by the District are subject to the availability of funds from lawful sources on a financially sound and reasonable basis.

d. No Default under this Agreement shall prevent the District from, or in any way affect the right of the District to proceed with, issuing Bonds in accordance with this Agreement unless: (1) the improvements being financed or paid for with Bond proceeds are not authorized by this Agreement, or (2) the security for the Bonds is not authorized by this Agreement.

13. NOTICES. Any notice or communication required or contemplated by this Agreement (a "Notice") shall be deemed to have been delivered, given, or provided: (a) five business days after being deposited in the United States mail, CERTIFIED MAIL or REGISTERED MAIL, postage prepaid, return receipt requested; (b) when delivered to the notice address by a nationally recognized, overnight delivery service (such as FedEx or UPS) as evidenced by the signature of any person at the Notice address (whether or not such person is the named recipient of the Notice); or (c) when otherwise hand delivered to the Notice address as evidenced by the signature of any person at the Notice address (whether or not such person is the named recipient for purpose of the Notice); and addressed to the named recipient as follows:

If to the City:

The City of Mesquite, Texas
Attn: City Manager
1515 N. Galloway
Mesquite, Texas 75149
Phone: 972-216-6404

The City of Mesquite, Texas
Attn: City Attorney
1515 N. Galloway
Mesquite, Texas 75149
Phone: 972-216-6272

If to the Owner:

Spradley Farms, LTD.
c/o The Nehemiah Company
Attn: Robert Kembel
4010 N. Collins St.
Arlington, Texas 76005
Phone: 214-499-4654
E-mail:rkembel@tncdev.com

If to the District:

Board of Directors
Spradley Farms Improvement District of Kaufman County
Attn: President
c/o Crawford & Jordan LLP
3100 McKinnon, Suite 1100
Dallas, Texas 75201
Phone: 214-981-9090
E-mail: ccrawford@crawlaw.net

If to the TIRZ:

The Board of Directors of Reinvestment
Zone Number Thirteen, City of Mesquite, Texas
Attn: Chairman
1515 N. Galloway
Mesquite, Texas 75149

The City of Mesquite, Texas
Attn: City Manager
1515 N. Galloway
Mesquite, Texas 75149
Phone: 972-216-6404

14. REPRESENTATIONS AND WARRANTIES OF THE CITY. To induce the other Parties to enter into this Agreement, the City represents and warrants to them as follows:

a. The City has the power and authority to execute, deliver, and carry out the provisions of this Agreement and all other instruments to be executed and delivered by it in connection with its obligations hereunder. The execution, delivery, and performance by the City of this Agreement have been duly authorized by all requisite action by the City, and this Agreement is a valid and binding obligation of the City enforceable in accordance with its terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally. In addition, notwithstanding any provision in this Agreement, this Agreement does not control, waive limit or supplant the City Council's legislative authority or discretion.

b. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of or default under: (1) any terms, conditions or provisions of any agreement or instrument to which the City is now a party or is otherwise bound; (2) any order or decree of any court or governmental instrumentality applicable to the City; or (3) any law applicable to the City.

c. To the knowledge of the City, the City is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or judgment, order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect the ability of the City to perform its obligations under this Agreement.

15. REPRESENTATIONS AND WARRANTIES OF THE OWNER. To induce the other Parties to enter into this Agreement, the Owner represents and warrants to them as follows:

a. The Owner has the power and authority to execute, deliver, and carry out the provisions of this Agreement and all other instruments to be executed and delivered by it in connection with its obligations hereunder. The execution, delivery, and performance by the Owner of this Agreement have been duly authorized by all requisite action by the Owner, and this Agreement is a valid and binding obligation of the Owner enforceable in accordance with its terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

b. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of or default under: (1) any terms, conditions or provisions of any agreement or instrument to which the Owner is now a party or is otherwise bound; (2) any order or decree of any court or governmental instrumentality applicable to the Owner; or (3) any law applicable to the Owner.

c. To the knowledge of the Owner, the Owner is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or judgment, order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect the ability of the Owner to perform its obligations under this Agreement.

16. REPRESENTATIONS AND WARRANTIES OF THE DISTRICT. To induce the other Parties to enter into this Agreement, the District represents and warrants to them as follows:

a. The District has the power and authority to execute, deliver, and carry out the provisions of this Agreement and all other instruments to be executed and delivered by it in connection with its obligations hereunder. The execution, delivery, and performance by the District of this Agreement have been duly authorized by all requisite action by the District, and this Agreement is a valid and binding obligation of the District enforceable in accordance with its terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

b. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of or default under: (1) any terms, conditions or provisions of any agreement or instrument to which the District is now

a party or is otherwise bound; (2) any order or decree of any court or governmental instrumentality applicable to the District; or (3) any law applicable to the District.

c. To the knowledge of the District, the District is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or judgment, order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect the ability of the District to perform its obligations under this Agreement.

17. REPRESENTATIONS AND WARRANTIES OF THE TIRZ. To induce the other Parties to enter into this Agreement, the TIRZ represents and warrants to them as follows:

a. The TIRZ has the power and authority to execute, deliver, and carry out the provisions of this Agreement and all other instruments to be executed and delivered by it in connection with its obligations hereunder. The execution, delivery, and performance by the TIRZ of this Agreement have been duly authorized by all requisite action by the TIRZ, and this Agreement is a valid and binding obligation of the TIRZ enforceable in accordance with its terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

b. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of or default under: (1) any terms, conditions or provisions of any agreement or instrument to which the TIRZ is now a party or is otherwise bound; (2) any order or decree of any court or governmental instrumentality applicable to the TIRZ; or (3) any law applicable to the TIRZ.

c. To the knowledge of the TIRZ, the TIRZ is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or judgment order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect the ability of the TIRZ to perform its obligations under this Agreement.

18. FORCE MAJEURE. Each Party shall use good faith, due diligence, and reasonable care in the performance of its obligations under this Agreement, and time shall be of the essence in such performance. If a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then such obligations shall be temporarily suspended. The time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such Force Majeure. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to the other Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards

19. ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the entire agreement between the Parties covering the subject matter of this Agreement and supersedes any prior agreements, whether oral or written, covering such subject matter. This Agreement shall not be modified or amended except in writing signed by all the Parties; provided that no agreement or

consent or execution is required from the Owner if it owns less than 10% of the total Property acreage.

20. SEVERABILITY. The provisions of this Agreement are severable, and in the event any provision of this Agreement, or the application thereof to any person or circumstance, is held or determined to be invalid, illegal, or unenforceable, and if such invalidity, unenforceability, or illegality does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity, or circumstance without invalidating the remainder of this Agreement or the application of such provision to other persons, entities, or circumstances.

21. RIGHTS AND OBLIGATIONS OF DEVELOPERS AND OTHER PARTIES.

a. The Owner (through the documents that transfer title to any of the Property) and the District will require and cause all Developers (in the conduct of their work, duties, and undertakings on behalf of the Owner or the District in connection with the financing, construction, installation, and maintenance of the Public Improvements) to abide by the terms, provisions, and requirements of this Agreement, including the Development Standards. Subject to providing prior written notices thereof to the District, each Developer shall have the right, acting on behalf of the Owner or the District, to request the City to perform an act that is required of the City by this Agreement or to waive a requirement of this Agreement; however, the City shall have the right to require evidence of the concurrence of the Owner or the District, as applicable, in any such request. Duties, if any, imposed on any homeowners or property owners association in connection with this Agreement shall be included in the Spradley Farms CC&Rs recorded by the Owner in the Official Public Records of the County before the mortgage or sale of any portion of the Property by the Owner and the sale of the property subject to this Agreement.

b. The District may grant to a trustee or other representative for and on behalf of the holders of TIRZ Bonds the right to enforce the provisions of Sections 5(a) and 5(b) of this Agreement and to require that TIRZ Revenue be deposited when and as required by this Agreement. Otherwise, no person or entity, other than an assignee or lender as permitted by Section 27, is a beneficiary of this Agreement with rights to enforce its terms and provisions.

22. NO PARTNERSHIP OR JOINT VENTURE. Nothing contained in this Agreement is intended or shall be construed as creating a partnership or joint venture among the Parties.

23. INDIVIDUALS NOT LIABLE. No director, officer, elected or appointed official, or employee of any of the Parties shall be personally liable in the event of any Default.

24. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts, when taken together, shall constitute one instrument.

25. TERMINATION. This Agreement may be terminated upon the following events, upon ninety (90) days written notice from any Party to the other Parties:

a. TCEQ has not issued an order creating the District by the end of the third quarter of 2020;

b. The District has no outstanding Bonds or contractual obligations payable from ad valorem taxes and/or TIRZ Revenue;

c. All District Costs eligible for payment or reimbursement have been paid or reimbursed;

d. Commencement of Construction of the District Improvements has not occurred by the end of the first quarter of 2022;

e. A model home has not been constructed within the District Land and has not passed final inspection by the end of the first quarter of 2025;

f. The District has failed to join and enter into this Agreement as provided by Section 30 hereof by the end of the fourth quarter of 2020; or

g. The TIRZ Cap has been reached.

The time periods for events listed in (a), (d) and (e) above maybe extended by action of the City Council.

26. DISSOLUTION.

a. Pursuant to the Act the City may dissolve the District and upon such dissolution, succeeds to the property and assets of the District and assumes all bonds, debts, obligations and liabilities of the District.

b. Until such time as all of the developable land within the District is served by District Improvements and the Owner and all Assignees have been reimbursed for funds advanced to or on behalf of the District for the acquisition and construction of such improvements, the City agrees to provide 180 days written notice of its intent to dissolve the District to all Parties. In the event that the City elects to dissolve the District prior to the completion of (i) the acquisition, construction and financing of all District Improvements, and (ii) the reimbursement of all outstanding amount advanced in connection therewith, to the maximum extent permitted by law, within ten (10) days of District's receipt of written notice of the intent to dissolve the District, the Parties agree to enter into discussions regarding such dissolution and work together to address and any issues that may arise therefrom, including any unreimbursed District Costs.

27. ASSIGNMENT.

a. Consent to Assignments. Except as provided in 27(b) and 27(c), no Party may assign this Agreement, in whole or in part, or any of such Party's right, title, or interest in this Agreement, without the prior written consent of the other Parties. All assignments shall be in writing and shall obligate the assignee to be bound by this Agreement. Unless otherwise agreed by the Parties, no assignment shall relieve the assignor from liabilities that arose before the effective date of the assignment.

b. Assignments by Owner.

(1) Upon written consent of the City, the Owner has the right (from time to time without the consent of any other Party but upon written notice to the other Parties) to assign its rights and duties under this Agreement, in whole or in part, and including any obligation, right, title or interest of the Owner under this Agreement, to the District or to any person or entity that is or will become an owner of any portion of the Property, or to any person or entity that is controlled by or under common control with the Owner (an "Assignee"). Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. A copy of each assignment shall be provided to the other Parties within 15 days after it is fully executed. From and after such assignment, the other Parties agree to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agree that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after full execution, the Owner shall not be released until the other Parties receive their copy.

c. Right to Mortgage/Encumber. The Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders with the consent of the City but without the consent of, but with prompt written notice to, the other Parties. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the other Parties have been given a copy of the documents creating the lender's interest, including Notice information for the lender, then the lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so within the same cure period otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Except as provided in Section 27(e) the provisions in this Agreement shall be a covenant running with the land and shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

d. Assignees as Parties. An Assignee shall be considered a "Party" for the purposes of this Agreement.

e. Release of Final-Platted Lots. Notwithstanding any provision of this Agreement to the contrary, and notwithstanding the fact that this Agreement may be filed in the deed records of the County, this Agreement shall not be binding upon, shall not create an encumbrance upon, and shall not otherwise be deemed to be a covenant running with the land with respect to any part of the Property for which a final plat has been approved by the City and filed in the deed records of the County, with the exception of Exhibits F and G which shall continue as a covenant running with the land and bind all current and future landowners.

28. RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES.

a. Binding Obligations. This Agreement and all amendments hereto shall be recorded in the County deed records. In addition, all assignments of this Agreement shall be recorded in the County deed records. Except as provided in Section 27(e)., this Agreement shall be binding upon the Property and the Owner and the assignees and lenders permitted by Section 27.

b. Releases. From time to time upon written request of the Owner or any Assignee, the Parties shall execute, in recordable form approved by the Parties (which approvals shall not be unreasonably withheld or delayed), a release of the Owner's or Assignee's obligations under this Agreement if the Owner or Assignee has satisfied its obligations under this Agreement. The Parties further agree to execute, from time to time upon the written request of the Owner, any title company, or any owner of property for which a final plat has been approved and filed, a release or other appropriate instrument consistent with the intent of Section 27(e). and in recordable form approved by the Parties, which approvals will not be unreasonably withheld or delayed.

c. Estoppel Certificates. From time to time upon written request of the Owner or any Assignee, the Parties will execute a written estoppel certificate identifying any obligations of the Owner or Assignee under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the Parties, the Owner or Assignee is in compliance with its duties and obligations under this Agreement.

29. WAIVER. No waiver (whether express or implied and whether or not explicitly permitted by this Agreement) by any Party of any breach of, or of compliance with, any condition or provision of this Agreement by another Party will be considered a waiver of any other condition or provision of this Agreement or of the same condition or provision at another time.

30. JOINDER BY DISTRICT. The City, the TIRZ, and the Owner acknowledge and agree that within 60 days from the issue date of the Order of the TCEQ creating the District, the District shall have the right to join and enter into this Agreement pursuant to the terms and provisions of the Joinder By District, a copy of which is attached hereto as Exhibit "E", subject to its assumption and acceptance of the applicable duties and obligations imposed upon it by the terms of the Agreement. Upon the delivery of a certified copy of the Joinder to each party to the Agreement, the District shall automatically become a Party to the Agreement without the requirement for any further documentation or action by any other Party hereto; and that, accordingly, in such event, the

District shall be liable for the performance of the applicable duties and obligations imposed upon it by the terms of the Agreement.

31. ANTI-BOYCOTT VERIFICATION. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' as used in this Section 31 to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

32. IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" as used in this Section 32 to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

33. FORM 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms the receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultant are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

34. EXHIBITS. The following exhibits are attached hereto and incorporated herein as a part of this Agreement.

Exhibit A:	Metes and Bounds Description of the District Land
Exhibit B:	Depiction of the TIRZ Land
Exhibit C:	District Improvements
Exhibit D:	Five Year Capital Budget
Exhibit E:	Form of Joinder By District
Exhibit F:	Development Standards
Exhibit G:	Spradley Farms PD

EXECUTION PAGES FOLLOW

ATTEST:

Donja Land
City Secretary

CITY OF MESQUITE, TEXAS

By:
Title: City Manager
Date: 11-13-19

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned authority, Notary Public for the State of Texas, on this day personally appeared Cliff Keheley, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Mesquite, a Texas home rule municipality, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13 day of November 2019.

Notary Public, State of Texas

My commission expires:
6/17/2021

[Notary Seal]

KEELY JO WELLS
Notary Public-State of Texas
Notary ID #580792-3
Commission Exp. JUNE 17, 2021

REINVESTMENT ZONE NUMBER THIRTEEN,
CITY OF MESQUITE, TEXAS (Spradley Farms)

By: _____
Title: TIRZ Board Chairman
Date: 11-14-2019

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned authority, Notary Public for the State of Texas, on this day personally appeared Stan Pickett, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the Board of Directors of Reinvestment Zone Number Thirteen, City of Mesquite, Texas (Spradley Farms), a tax increment reinvestment zone created by the City of Mesquite, Texas, pursuant to the Tax Increment Financing Act, V.T.C.A., Tax Code, Chapter 311, as its Chairman of the Board, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14 day of November 2019.

_____
Notary Public, State of Texas

My commission expires:
6/17/2021
[Notary Seal]

KEELY JO WELLS
Notary Public-State of Texas
Notary ID #580792-3
Commission Exp. JUNE 17, 2021

OWNER:

SPRADLEY FARMS, LTD.

By: Spradley Enterprises, LC
Its general partner

By: Charles D. Spradley
Name: Charles D. Spradley
Title: Manager
Date: 11/13/19

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned authority, Notary Public for the State of Texas, on this day personally appeared Charles D. Spradley, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of Spradley Enterprises, LC, a Texas limited liability company, as its Manager, as general partner of Spradley Farms, Ltd., a Texas limited partnership, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of November 2019.

LISA KAY JOHNSON
My Notary ID # 130472816
Expires December 17, 2019

Notary Public, State of Texas

My commission expires:

[Notary Seal]

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF THE DISTRICT LAND

EXHIBIT "A"

TRACT 1

Being a 613.573 acre tract of land situated in the Martha Musick Survey, Abstract No.312, Kaufman County, Texas, and being all of the described tracts of land conveyed by deed to Spradley/Forney Development, LTD., as recorded in Volume 1915, Page 215, Deed Records, Kaufman County, Texas, and being more particularly described as follows:

BEGINNING at a found 3/8 inch iron rod, said point being the southwest corner of said Spradley/Forney tract, and the northwest corner of a tract of land conveyed to Heartland First Baptist Church, as recorded in Volume 3120, Page 471, Deed Records, Kaufman County, Texas, and being in the existing east right-of-way line of F.M. Road No. 2757 (a 100 foot Right-of-way);

THENCE North 45°12'17" West, along said existing east right-of-way line, a distance of 3200.34 feet to a point for corner;

THENCE North 45°48'19" West, continuing along said existing east right-of-way line, a distance of 2152.36 feet to a found concrete monument for corner;

THENCE North 37°07'32" West, a distance of 101.59 feet to a found 3/8 inch iron rod for corner;

THENCE North 45°48'19" West, a distance of 94.96 feet to a point for corner, said point being the southeast corner of a tract of land conveyed by deed to Donald G, Jr and Leasa K. Davis, as recorded in Volume 3471, Page 60, Deed Records, Kaufman County, Texas;

THENCE North 12°57'53" East, along the east line of said Davis tract, a distance of 1211.80 feet to a point for corner;

THENCE North 44°17'49" East, leaving said east line, a distance of 1211.38 feet to a point for corner, said point being in the existing south right-of-way line of State Highway I-20 (a variable width right-of-way line)

THENCE South 83°33'01" East, along said existing south right-of-way line, a distance of 2163.89 feet to a point for corner, said point being the northwest corner of a tract of land conveyed by deed to I-20 Mesquite Limited Partnership, as recorded in Volume 3072, Page 537, Deed Records, Kaufman County, Texas;

THENCE South 45°47'24" East, leaving said existing south right-of-way line, a distance of 1653.63 feet to a point for corner;

THENCE North 44°01'19" East, a distance of 1275.56 feet to a point for corner, said point being in the existing south right-of-way line of said State Highway I-20;

THENCE South 49°15'08" East, along said existing south right-of-way line, a distance of 30.13 feet to a point for corner;

THENCE North 63°09'15" East, continuing along said existing south right-of-way line, a distance of 125.17 feet to a point for corner;

THENCE South 89°55'49" East, a distance of 174.62 feet to a point for corner;

THENCE North 85°19'44" East, a distance of 1321.76 feet to a point for corner;

THENCE North 83°01'46" East, a distance of 386.92 feet to a point for corner, said point being the northwest corner of a tract of land conveyed by deed to Hubert C. Jr White and Pamela Sue Ray, as recorded in Volume 342, Page 585, Deed Records, Kaufman County, Texas;

THENCE South 07°49'06" East, leaving said existing south right-of-way line, and along the west line of said White tract, a distance of 1539.16 feet to a point for corner, said point being the northeast corner of a tract of land conveyed by deed to Maryfield, LTD, as recorded in Volume 5835, Page 580, Deed Records, Kaufman County, Texas;

THENCE South 43°07'16" West, leaving said west line, and along the north line of said Maryfield tract, a distance of 406.47 feet to a point for corner;

THENCE South 39°47'32" East, continuing along said north line, a distance of 29.09 feet to a point for corner;

THENCE South 42°47'25" West, a distance of 349.18 feet to a point for corner, said point being the northwest corner of said Maryfield tract, and the northwest corner of a tract of land conveyed by deed to Hannover Estates, LTD, as recorded in Volume 5835, Page 570, Deed Records, Kaufman County, Texas;

THENCE South 11°17'46" East, leaving said north line, and along the west line of said Hannover tract, a distance of 362.66 feet to a point for corner, said point being the northeast corner of a tract of land conveyed by deed to David R. and Winona Littlefield, as recorded in Volume 1190, Page 528, Deed Records, Kaufman County, Texas;

THENCE South 67°38'08" West, leaving said west line and along the north line of said Littlefield tract, a distance of 401.86 feet to a point for corner;

THENCE South 22°18'56" East, leaving said north line, and along the west line of said Littlefield tract, a distance of 387.16 feet to a point for corner;

THENCE South 13°40'49" West, continuing along said west line, a distance of 85.16 feet to a point for corner, said point being the northeast corner of a tract of land conveyed by deed to Future Telecom, Inc., as recorded in Volume 3611, Page 280, Deed Records, Kaufman County, Texas;

THENCE South 52°38'20" West, leaving said west line, and along the north line of said Future Telecom tract, a distance of 86.93 feet to a point for corner;

THENCE South 67°42'13" West, continuing along said north line, a distance of 190.04 feet to a point for corner;

THENCE South 76°53'07" West, a distance of 152.17 feet to a point for corner;

THENCE South 88°39'24" West, a distance of 155.78 feet to a point for corner;

THENCE South 43°55'47" West, a distance of 2284.40 feet to a point for corner, said point being in the north line of a tract of land conveyed by deed to Keith and Gina Barron, as recorded in Volume 1167, Page 930, Deed Records, Kaufman County, Texas;

THENCE South 45°15'29" West, a distance of 1143.49 feet to the POINT OF BEGINNING and CONTAINING 26,727,249 square feet, 613.573 acres of land, more or less.

TRACT 2

Being a 8.425 acre tract of land situated in the Martha Musick Survey, Abstract No.312, Kaufman County, Texas, and being all of the described tracts of land conveyed by deed to Spradley/Forney Development, LTD., as recorded in Volume 1915, Page 215, Deed Records, Kaufman County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod, said point being the southwest corner of Lot 14, and the southeast corner of Lot 13, Lone Star Estates Addition, an addition the the City of Forney, as recorded in Volume 2, Page 516, Plat Records, Kaufman County, Texas, and being in the existing north right-of-way line of State Highway I-20 (a variable width right-of-way)

THENCE North 83°17'41" West, along the south line of said Lot 13, and the existing north right-of-way line, a distance of 102.37 feet to a point for the POINT OF BEGINNING;

THENCE North 83°31'34" West, leaving said south line, and continuing along said existing north right-of-way line, a distance of 1232.22 feet to a point for

corner, said point being the most southerly southeast corner of a tract of land conveyed by deed to Beam and Sons, Inc, as recorded in Volume 839, Page 241, Deed Records, Kaufman County, Texas;

THENCE North 44°17'49" East, leaving said existing north right-of-way line, and along the east line of said Beam and Sons tract, a distance of 754.15 feet to a point for corner, said point being in the west line of said Lone Star Estates Addition;

THENCE South 45°47'24" East, leaving said east line, and along said west line, a distance of 973.34 feet to the POINT OF BEGINNING and CONTAINING 367,022 square feet, 8.425 acres of land, more or less.


A-312
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A-355
NAIL, A
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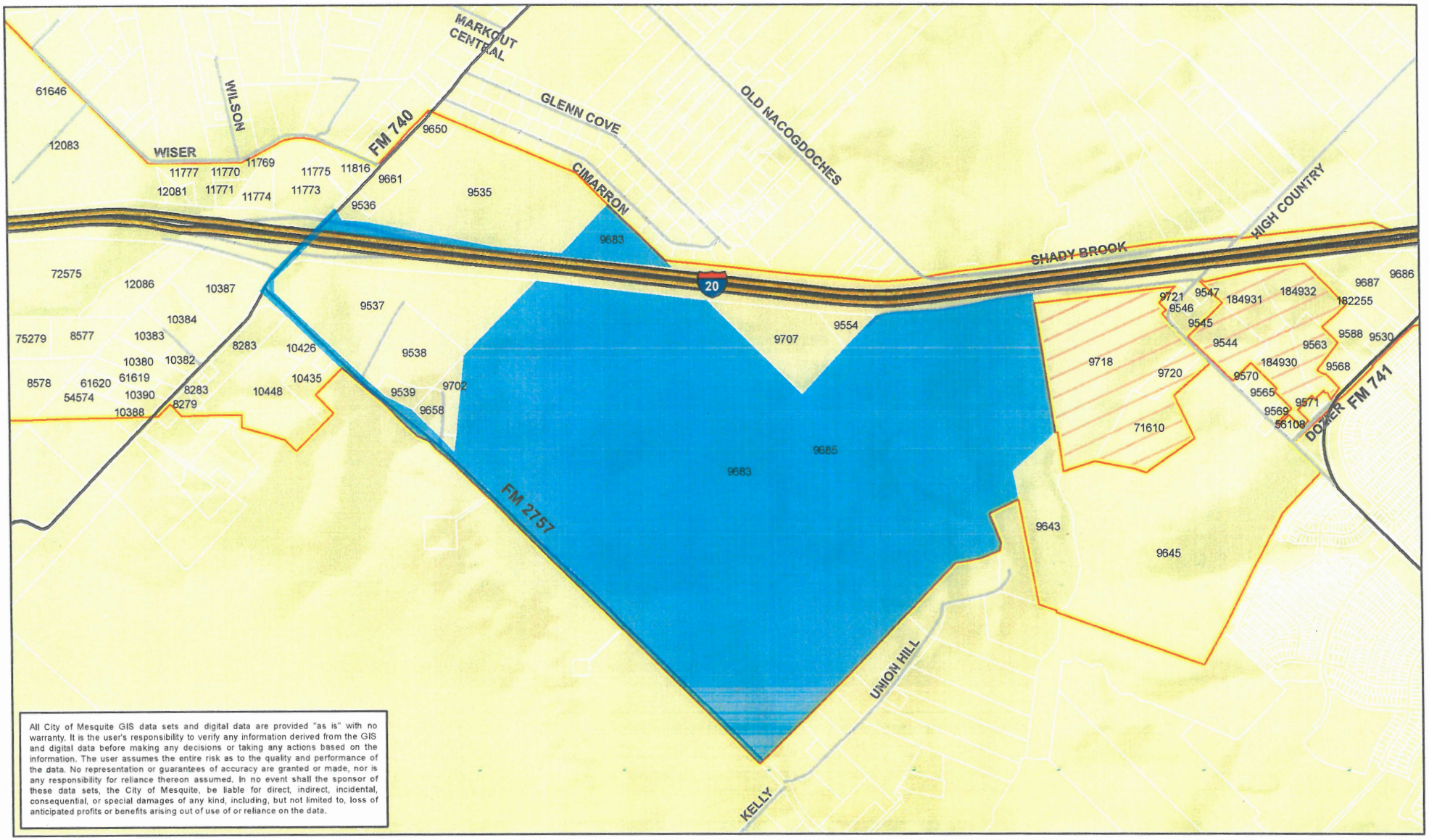
EXHIBIT B

DEPICTION OF THE TIRZ LAND

EXHIBIT "B"

Spradley Farms - TIRZ #13



MESQUITE TEXAS
Real. Texas. Service.

Roads
- Highways
- Major Roads
- Minor Roads

Areas
- TIRZ #13
- Parcels
- Mesquite City Limit
- Mesquite 43.035 Agreement

0 0.125 0.25 0.5 0.75 1 Mile

N

Author: Curtis Tracy, GIS
Date Created: 9/9/2019
Path: Q:\GIS\Projects\City_Attorney\TIRZ_13\TIRZ13.mxd

EXHIBIT C

DISTRICT IMPROVEMENTS

EXHIBIT C

DISTRICT IMPROVEMENTS

DISTRICT IMPROVEMENT	DESCRIPTION	ESTIMATED COST (Excluding maintenance)	INITIAL CAPITAL BY (Entity that provides Project Financing)	PAID BY (Entity that ultimately bears cost)	OWNERSHIP	MAINTENANCE COSTS & OBLIGATIONS
Utilities	Water and Sanitary Sewer Improvements	$ 49,221,000.00	Developer	District Ad Valorem Taxes and/or TIRZ Revenue	City	City
Flood Control and Drainage	Flood Control Structure, Storm Water Detention, Storm Sewer	$ 77,788,000.00	Developer	District Ad Valorem Taxes and/or TIRZ Revenue	City	City
Flood Control and Drainage[1]	Flood Control Landscaping, Drainage Improvements				District	District
Roads[2]	Roads and Bridges, Paving and Erosion Control, Street Lighting[3]	$ 110,854,000.00	Developer	District Ad Valorem Taxes and/or TIRZ Revenue	City	City
Roads	Pedestrian Bridging, Right-of-way Landscaping				District	District
Open Space and Parks	Public Parks, Public Open Space Improvements	$ 28,710,000.00	Developer	TIRZ Revenue	District	District with HOA subsidy by agreement
Public Infrastructure Planning,	Public Infrastructure Planning Costs, Insurance and Legal Fees	$ 3,293,000.00	Developer	District Ad Valorem Taxes and/or TIRZ Revenue	District	District
	TIRZ TOTAL[4]	**$ 269,866,000.00**				

[1] *Drainage Improvements that are aestheic or recreational in nature shall be maintained by the District. Examples: ball fields, fountains, docks, and park facilities.*

[2] *Roads, Bridges, Paving, and Erosion Control are maintained by the District for the duration of the bonding period used to fund the improvements. Maintenance is transferred to the City by Phase as the bonds for the respective Phase reach maturity. For improvements not funded through bonds, maintenance transfers to the City at the earlier of 20 years after completion of the improvement, or the end of the TIRZ period.*

[3] *Street Lighting must be compabilble with the City's service contract with ONCOR.*

[4] *The total costs of the District Improvement Projects shall be reimbursed to the Developer to the extent funding from the sources identified is available. Projects not reimbursed shall be paid by the Developer.*

EXHIBIT D

FIVE YEAR CAPITAL BUDGET

EXHIBIT D

DISTRICT IMPROVEMENTS BUDGET

	9/30 FISCAL YEAR END					
	2020	2021	2022	2023	2024	
DISTRICT IMPROVEMENT	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	TOTAL ESTIMATED COST (Excluding maintenance)
Utilities	$ 1,031,167.62	$ 8,342,860.51	$ 3,570,396.57	$10,855,872.10	$ 3,570,396.57	$ 3,570,396.57	$ 30,941,089.94
Flood Control and Drainage	$ 3,205,899.94	$25,937,951.87	$ 4,880,546.14	$ 4,880,546.14	$ 4,880,546.14	$ 8,745,449.73	$ 52,530,939.94
Roads	$ 1,227,227.07	$ 9,929,117.31	$ 7,740,953.93	$16,845,889.27	$11,959,935.35	$16,455,202.32	$ 64,158,325.25
Open Space and Parks	$ 680,639.79	$ 5,506,847.54	$ 2,378,759.33	$ 2,900,192.33	$ 2,853,590.83	$ 1,774,199.33	$ 16,094,229.17
Public Infrastructure Planning	$ 36,226.41	$ 293,096.74	$ 329,323.15	$ 329,323.15	$ 329,323.15	$ 329,323.15	$ 1,646,615.76
TOTAL	**$ 6,181,160.82**	**$ 50,009,873.98**	**$ 18,899,979.13**	**$ 35,811,823.00**	**$ 23,593,792.04**	**$ 30,874,571.10**	**$165,371,200.06**

EXHIBIT D

EXHIBIT E

FORM OF JOINDER BY DISTRICT

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Joinder"), dated as of _____, 2020, is executed by **SPRADLEY FARMS IMPROVEMENT DISTRICT OF KAUFMAN COUNTY** (the "District"), in connection with that certain Master Development Agreement (the "Development Agreement") entered into among the **CITY OF MESQUITE, TEXAS** (the "City"), the **BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF MESQUITE, TEXAS (SPRADLEY FARMS)** (the "TIRZ"), and **SPRADLEY FARMS, LTD.** (the "Owner"), dated effective as of November __, 2019.

RECITALS

WHEREAS, all terms with initial capital letters that are not defined in the text of this Joinder shall have the meanings given to them in the Development Agreement; and

WHEREAS, the City is a duly incorporated home-rule municipality of the State of Texas; and

WHEREAS, the Owner is the owner of certain real property (the "Property") located within the corporate limits of the City; and

WHEREAS, pursuant to Resolution No. 68-2019, effective September 16, 2019, the City consented to and evidenced in support of the creation of the District, and the Owner filed a petition with the Texas Commission on Environmental Quality ("TCEQ") requesting creation of the District to include the Property; and

WHEREAS, pursuant to Chapter 375, Local Government Code (the "Act"), the TCEQ adopted an Order, issued _____, 2020, creating the District; and

WHEREAS, the District is a conservation and reclamation district and political subdivision of the State of Texas, operating pursuant to Article III, Section 52, Article III, Section 52-a, and Article XVI, Section 59, Texas Constitution, and the general laws of the State of Texas, including particularly the Act, and Chapters 49 and 54, Texas Water Code; and

WHEREAS, the City, the TIRZ, and the Owner entered in to the Development Agreement with the understanding that subsequent to its creation by TCEQ, the District would join, enter into, and become a Party to the Development Agreement; and

WHEREAS, the District desires to execute this Joinder in order to become a Party to the Development Agreement. NOW THEREFORE, the District agrees as follows:

1. Attached hereto as Exhibit "A" is a true, correct, and complete copy of the Development Agreement. The terms and provisions of the Development Agreement are incorporated herein for all purposes.

2. The District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder, District shall be deemed to be a Party to the Development Agreement, and shall assume and accept all of the rights and applicable duties and obligations of the District as set forth therein, as if it had executed Development Agreement as of its effective date. District hereby ratifies, as of the date hereof, and agrees to be bound by, all of the applicable terms, provisions and conditions contained in the Development Agreement, to the same effect as if it were an original Party thereto.

3. The District agrees to deliver an executed copy of this Joinder to the other Parties to the Development Agreement within 15 days from the effective date hereof.

4. The Joinder is approved, executed, and delivered in satisfaction of the requirements of Section 30 of the Development Agreement.

IN WITNESS WHEREOF, the District has caused this Joinder to be duly executed by its authorized officers as of the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

SPRADLEY FARMS IMPROVEMENT
DISTRICT OF KAUFMAN COUNTY
"District"

By:_____
Name: :_____
Title:_____
Address:_____
_____
Fax:_____
Phone:_____
Email:_____

ATTEST:

By:_____
Name: :_____
Title:_____
Address:_____
_____
Fax:_____
Phone:_____
Email:_____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned authority, Notary Public for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the Board of Directors of Spradley Farms Improvement District of Kaufman County, a conservation and reclamation district and political subdivision of the State of Texas, as its Chairman of the Board, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 2020.

_____
Notary Public, State of Texas

My commission expires:

_____

[Notary Seal]

EXHIBIT F

DEVELOPMENT STANDARDS

DEVELOPMENT, DESIGN AND ARCHITECTURAL CONTROLS

I. Applications and Review

1. Site Plan.

In addition to the requirements applicable to site plan submission contained in the Mesquite Zoning Ordinance and any planned development district ("PD") applicable to the Property, a site plan shall include the following Design, Building Material and Architectural information.

a. A PD site plan shall include elevations that generally depict representative architecture along a typical block face within the site plan area. A separate elevation shall be submitted for each building type proposed within a development plan area. For purposes of this paragraph, the following are considered building types, as they are defined in the PD ordinance: each type of single family attached or detached; a mixed use building that includes multi-family uses; and a non-residential building. The applicant may submit additional materials depicting the typical architecture within the site plan area. All required elevations shall include sufficient detail to allow the City to evaluate the general style and architecture of the development within the site plan area, including, but not limited to, identification of predominant exterior building materials and the proposed color palette. Samples of the detail that should be provided in elevations are illustrated in **Section VI, ARCHITECTURAL STYLES**.

b. A comprehensive fence plan indicating fencing materials, colors, heights, and general locations.

c. The percentage of buildings that have a facade that is predominantly composed of cementitious fiber board compared to the projected total of all buildings in the PD as shown in the most recently accepted Transportation Impact Analysis for the PD, considering the buildings requested and all buildings approved in previous development plans (to ensure compliance with the requirement that no more than 30 percent of the projected total number of buildings on the Property have a facade that is predominantly composed of cementitious fiber board).

2. Approval Criteria.

The buildings within the site plan area shall (i) include adequate articulation; (ii) include a sufficient mix of design features to avoid monotony; (iii) in the case of buildings other than single family detached structures, incorporate design features oriented to pedestrians at

street level; and (iv) are high quality; therefore, no application for any permit, zoning, platting, development, construction, remodeling or repair shall be submitted unless the application and elevation provided in connection therewith complies with the requirements provided in **Section III, DESIGN STANDARDS.** If it is determined by the Director of Planning and Development that the application fails to comply with these standards, the Director shall return the application as incomplete, or, alternatively, impose reasonable conditions on the application and elevations submitted to ensure compliance with **Section III, DESIGN STANDARDS.**

3. Design Guidelines.

Prior to issuance of a building permit for the construction of any building, design guidelines for the Property consistent with those in this Agreement shall be created and will encumber the Property. These design guidelines will include a private architectural review committee charged with reviewing building construction for compliance with the design guidelines. The City will make reasonable efforts to notify the Spradley Farms Municipal Management District or its designee at the address the Spradley Farms Municipal Management District has provided to the City, and provide a copy to the Applicant, if a building permit application is made without attaching written confirmation from the private architectural review committee that it has reviewed the plans for the proposed building and found that the building complies with the design guidelines, but the City will otherwise disregard the applicant's failure to provide this letter, and the City shall not be liable for the results of any failure to provide notice.

II. Use Regulations

1. *Rentals.* Residential homes and accessory secondary living units may not be offered for rent or lease with a term less than six months.

2. *Gas-Related Uses.* With the exception of gas well drilling and production, and associated accessory uses such as tanks and pipelines, all uses related to gas compression, processing, and storage (including, but not limited to, compression facilities and saltwater disposal wells) are expressly prohibited. Gas well drilling and production is permitted on the Property subject to the Gas drilling in all areas is permitted by Special Exception Permit only.

III. Design Standards

1. Development of the Property must comply with the design standards in this section.

2. Approved Building Materials.

For the purposes of interpreting the Design Standards in this section III, a facade does not include doors, fascia, windows, chimneys, dormers, window box-outs, bay windows, soffits, eaves, and outdoor fireplaces. Multiple buildings on the same lot will each be deemed to have separate facades.

3. Building Exterior Composition.

A minimum of 90 percent of each exterior building facade shall consist of one or more of the following building materials (subject to further restrictions in facade area set forth in paragraphs (e) and (f) for Cementitious fiber board and EIFS):

a. Stone, brick or tile laid up unit by unit and set in mortar.

b. Stucco (exterior Portland cement plaster with three coats over metal lath or wire fabric lath or other methods approved by the Zoning Administrator as equal or better quality in durability).

c. Cultured stone or cast stone.

d. Architecturally finished block (i.e. burnished block or split faced concrete laid up unit by unit and set in mortar).

e. Cementitious fiber board is permitted subject to the following conditions: the style and color of a building using this product must be approved as part of a development plan, no more than 30 percent of buildings in the PD may have a facade that is predominantly composed of this product.

f. Exterior Insulation and Finish System ("EIFS") is further limited to the following:

i. non-residential buildings and mixed use buildings by right; and

ii. buildings containing single family attached and multi-family uses (excluding mixed use buildings) if approved by the Zoning Administrator based on a finding that the proposed use of EIFS is consistent with the spirit and intent of the PD to require high quality building materials and a variety of building materials.

iii. EIFS may be used only on that portion of a façade that is four feet or higher above grade. A maximum of 50 percent of all sides of a building visible from the street and not ultimately screened by another building or other device may consist of EIFS.

4. Roofing Design and Materials.

a. Roofing materials for sloped roofs shall be selected from the following list:

i. Asphalt shingles;

ii. Industry approved synthetic shingles;

iii. Standing seam metal roofs;

iv. Tile roofs;

v. Slate roofs;

vi. LEED-certified roofing materials; or

vii. An alternative material approved by the Zoning Administrator based on a finding that it is of a quality equal to or better than the materials listed above in durability.

b. All pitched roofs of non-residential buildings shall have a minimum pitch of 4:12, and all pitched roofs of residential buildings shall have a minimum pitch of 6:12. Roofs covering porches and other architectural elements are excluded from this requirement. The Zoning Administrator may approve a roof that does not meet these requirements based on a finding that a different roof pitch is appropriate for the proposed architectural style.

c. Flat roofs require parapet screening, a minimum of two feet, eight inches in height, that adheres to vertical articulation requirements for the facade.

d. Parapets shall require cornice detailing.

e. Each single family detached home will have a 30-year dimensional shingle, tile, or metal seam roof.

5. Design Features for Certain Residential Buildings.

A minimum of four of the following design features are required on the exterior of each building containing a single family detached, single family attached, or Type 1 multi-family use:

a. Dormers.

b. Cupolas.

c. Gables.

d. Recessed entries (minimum three feet).

e. Balconies.

f. Covered front porches (minimum 70 square feet in area and seven feet in depth).

g. Courtyards.

h. Box windows.

i. Architectural pillars or posts.

j. Exterior chimneys.

k. Varied roof heights.

l. Archways.

m. Porte cocheres.

n. Porticos

6. Design Features for Multi-Family (Types 2 and 3) and Non-Residential Buildings.

Non-residential, Type 2 multi-family, and Type 3 multi-family buildings shall comply with the following requirements:

a. Cladding materials used on a facade shall extend a minimum of 20 feet around building corners onto adjacent facades, other than facades abutting an alley.

b. All buildings must include at least four of the following design features, and buildings that are greater than 20,000 square feet in floor area must include at least six of the following design features:

i. Canopies, archways, covered walkways, or porticos.

ii. Awnings.

iii. Arcades.

iv. Courtyards.

v. Cupolas.

vi. Balconies.

vii. Tower elements.

viii. Recesses, projections; columns; pilasters projecting from the planes; offsets; reveals; or projecting ribs used to express architectural or structural bays.

ix. Varied roof heights for pitched, peaked, sloped, or flat roof styles.

x. Articulated cornice line.

xi. Arches.

xii. Display windows, faux windows, or decorative glass windows.

xiii. Architectural details, such as tile work and molding, or accent materials integrated into the building façade.

xiv. Integrated planters or wing walls that incorporate landscaping and sitting areas or outdoor patios.

xv. Integrated water features.

xvi. Other similar architectural features approved by the Zoning Administrator.

7. Repetition of Elevations for Single Family Detached Uses.

a. No street-facing elevation on a single family detached home shall be repeated directly across the street from itself (excluding at "T" intersections and within cul-de-sacs), or within four lots of itself along the same block face, as illustrated in **Section IV, ANTI-MONOTONY RULE AND ILLUSTRATION.** At least 10 percent of an elevation must be different, or it will be considered to be a repeated elevation.

b. In addition, no color scheme may be repeated within three lots of the same color scheme along the same block face.

8. Entries.

a. Non-residential, Type 2 multi-family and Type 3 multi-family buildings shall comply with the following requirements:

i. All ground floor entrances shall be covered or inset.

ii. Building entrances shall be articulated with architectural elements such as columns, porticos, porches, and overhangs.

b. All non-residential and Type 3 multi-family buildings over 20,000 square feet in floor area shall incorporate elements such as arcades, roofs, alcoves, porticos, and awnings that protect pedestrians from sun and weather for a minimum of 50 percent of the length of the building frontage along a street.

9. Building Articulation.

Non-residential, Type 2 multi-family, and Type 3 multi-family buildings shall comply with the following articulation requirements:

a. All facades adjacent to and facing a street or public open space shall comply with the following standards, as illustrated in **Section V, BUILDING ARTICULATION REQUIREMENTS**:

b. No building facade shall extend for a distance greater than three times the mean height of the facade without having an offset of 15 percent of more of the mean height of the facade. This off-set shall extend for a distance equal to at least 25 percent of the length of the adjacent plane described in the preceding sentence.

c. No portion of a horizontal facade that is the same height shall extend for a distance greater than three times that height without changing height by a minimum of 15 percent. This height change shall continue for a distance equal to at least 25 percent of the length of the adjacent plane described in the preceding sentence.

d. Facades adjacent to and facing a street or public open space shall include material changes or changes in relief such as columns, cornices, bases, fenestration, and fluted masonry.

e. The top floor of any building shall contain a distinctive finish, consisting of a cornice, banding, or other architectural termination. In addition, the bottom one-third of any building exceeding six stories shall be distinguished from the remainder of the building by providing a distinctive level of detail, such as columns, pilasters, masonry base rustication, unique masonry detailing, unique fenestration, or other distinctive material or color variation.

10. Transparency.

a. At least 25 percent of each residential facade (excluding mixed use buildings) adjacent to and facing a street or public open space shall contain windows or doorways.

b. At least 40 percent of each facade in non-residential buildings or mixed use buildings, adjacent to and facing a street or public open space shall contain windows or doorways, except that on a mixed use building containing residential uses, at least 40 percent of the first floor of each facade adjacent to a street or public open space shall contain windows or doorways, and at least 25 percent of the upper floors of each facade adjacent to a street or public open space shall contain windows or doorways.

c. There are no transparency requirements for a large-scale retail use.

11. Enhancements on Corner Lots.

Each single family detached home and Type 1 multi-family building located on a corner lot shall include a minimum of two architectural enhancements on the side of the building

facing the intersecting street. Examples of architectural enhancements include, but are not limited to, gables, columns, windows, vents, porches, and shutters.

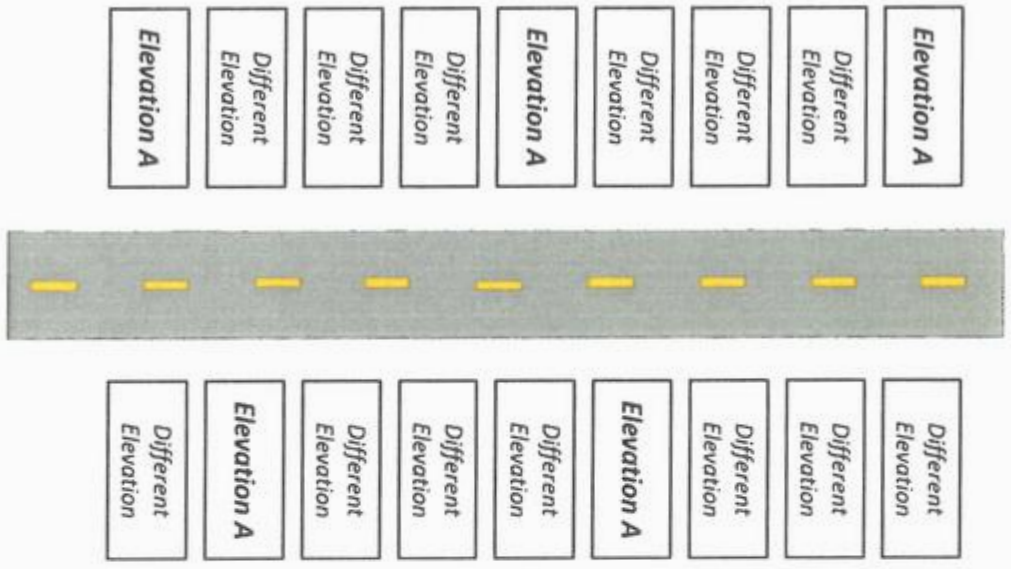
12. Other.

a. Each single family detached home and Type 1 multi-family building will have enhancements particular to each style of architecture. For example, coastal style homes will have elevations that feature cementitious fiberboard siding (lap, shake or scallop design), covered porches, porch railings, fascia and trim moldings, shutters, lower pitch roofs, and dormers, and Mediterranean style homes will have elevations that feature arched windows, porches with arches, "A" gable roofs, soffit rafter tails, balconies, and towers.

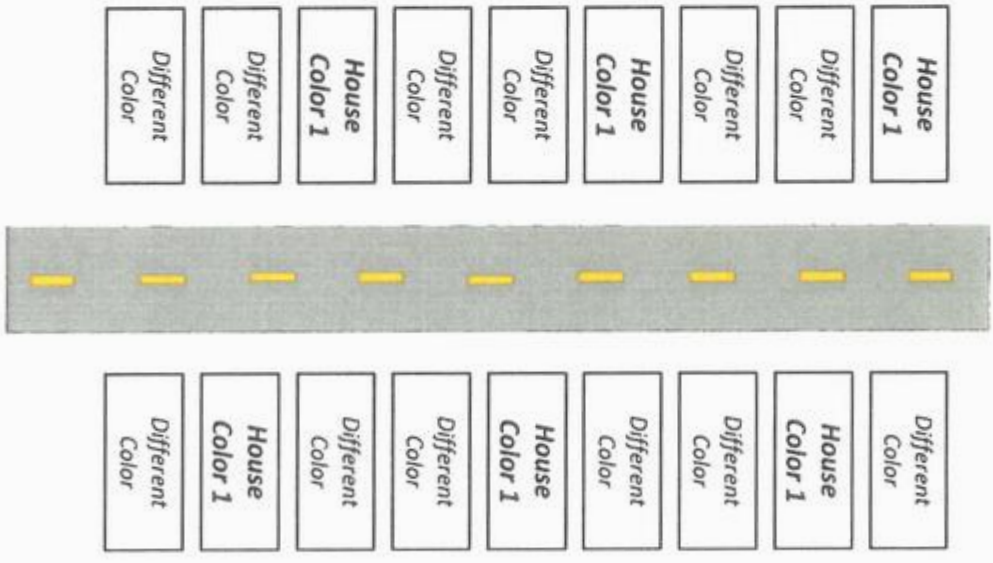
b. Each single family detached home shall be serviced by a shared mailbox for each two homes which is landscaped and architecturally compatible with the residential structure in which it serves. All streets will have upgraded streetlights that will be architecturally compatible with the overall theme of the PD.

IV. ANTI-MONOTONY RULE AND ILLUSTRATION

- No street-facing elevation on a single family detached home or duplex shall be repeated directly across the street from itself (excluding at "T" intersections and within cul-de-sacs), or within three lots of itself along the same block face. At least 10 percent of an elevation must be different, or it will be considered to be a repeated elevation.



- In addition, no color scheme may be repeated within two lots of the same color scheme along the same block face.



V. BUILDING ARTICULATION REQUIREMENTS

- No building facade shall extend for a distance greater than three times the mean height of the facade without having an off-set of 15 percent of more of the mean height of the facade. This off-set shall extend for a distance equal to at least 25 percent of the length of the adjacent plane described in the preceding sentence.

- No portion of a horizontal facade that is the same height shall extend for a distance greater than three times that height without changing height by a minimum of 15 percent. This height change shall continue for a distance equal to at least 25 percent of the length of the adjacent plane described in the preceding sentence.

VI. ARCHITECTURAL STYLES

Elevations that generally depict representative architecture along a typical block face within the development plan area. A separate elevation shall be submitted for each building type proposed within a development plan area.

Single Family Attached – Townhomes

EXHIBIT F

Single Family Attached – Townhomes (Continued)

EXHIBIT F

26 to 39 Foot Products

EXHIBIT F

26 to 39 Foot Products (Continued)

EXHIBIT F

26 to 39 Foot Products (Continued)

40-59 Foot Products

EXHIBIT F

40-59 Foot Products (Continued)

60 Foot and Above Products

EXHIBIT F

60 Foot and Above Products (Continued)

EXHIBIT G

SPRADLEY FARMS PD

ORDINANCE NO. _____
File No. Z0819-0104

AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, AMENDING THE MESQUITE ZONING ORDINANCE BY APPROVING A CHANGE OF ZONING FROM AGRICULTURAL TO PLANNED DEVELOPMENT (PD) DISTRICT ON TWO TRACTS OF LAND CONSTITUTING APPROXIMATELY 622 ACRES SITUATED IN THE MARTHA MUSICK SURVEY, ABSTRACT NO. 312, KAUFMAN COUNTY, TEXAS, AND BEING TRACTS ONE AND TWO OF THE THREE TRACTS OF LAND DESCRIBED IN DEED TO SPRADLEY/FORNEY DEVELOPMENT, LTD., AS RECORDED IN VOLUME 1915, PAGE 215, DEED RECORDS, KAUFMAN COUNTY, TEXAS; THEREBY ALLOWING THE CONSTRUCTION OF A COMMERCIAL AND RESIDENTIAL DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED $2,000.00 FOR EACH OFFENSE; AND DECLARING AN EFFECTIVE DATE THEREOF.

WHEREAS, the Planning and Zoning Commission and the City Council, in compliance with the Charter of the City of Mesquite, state laws and the zoning ordinance, have given the required notices and held the required public hearings regarding the rezoning of the subject property; and

WHEREAS, the City Council finds that it is in the public interest to grant this change in zoning.

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

SECTION 1. That the subject property ("Property") is approximately 622 acres of undeveloped property generally located between FM 2757 and IH-20 and north of IH-20 east of FM 740 and is shown on the Location Map provided as Exhibit "A," and is more fully described in the attached Exhibit "B."

SECTION 2. That the Mesquite Zoning Ordinance is amended by approving a change of zoning for the Property from Agricultural to Planned Development (PD) subject to the stipulations set out in the attached Exhibits "C" through "K."

SECTION 3. All ordinances, or portions thereof, of the City of Mesquite in conflict with the provisions of this ordinance, to the extent of such conflict are hereby repealed; otherwise, they shall remain in full force and effect.

SECTION 4. The Property shall be used only in the manner and for the purposes provided for by the Mesquite Zoning Ordinance, as amended.

SECTION 5. Should any word, sentence, clause, paragraph or provision of this ordinance be held to be invalid or unconstitutional, the remaining provisions of this ordinance shall remain in full force and effect.

SECTION 6. Any person (as defined in Chapter 1, Section 1-2 of the Code of the City of Mesquite, Texas, as amended) violating any of the provisions or terms of this ordinance shall be deemed to be guilty of a Class C Misdemeanor and upon conviction thereof, shall be subject to a fine not to exceed $2,000.00 for each offense, provided, however, if the maximum penalty provided for by this ordinance for an offense is greater than the maximum penalty provided for the same offense under the laws of the State of Texas, the maximum penalty for violation of this ordinance for such offense shall be the maximum penalty provided by the laws of the State of Texas. Each day or portion of a day any violation of this ordinance continues shall constitute a separate offense.

SECTION 7. This ordinance shall take effect and be in force from and after five days after publication.

DULY PASSED AND APPROVED by the City Council of the City of Mesquite, Texas, on the 4th day of November 2019.

Stan Pickett
Mayor

ATTEST:

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:

David L. Paschall
City Attorney

LIST OF TABLES AND EXHIBITS

EXHIBIT A

LOCATION MAP

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

BEING TWO TRACTS OF LAND SITUATED IN THE MARTHA MUSICK SURVEY, ABSTRACT NO. 312, KAUFMAN COUNTY, TEXAS, AND BEING TRACTS ONE AND TWO OF THE THREE TRACTS OF LAND DESCRIBED IN DEED TO SPRADLEY/FORNEY DEVELOPMENT, LTD., AS RECORDED IN VOLUME 1915, PAGE 215, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

BEGINNING AT A 5/8" DIAMETER IRON ROD FOUND IN THE SOUTH LINE OF INTERSTATE HIGHWAY NO. 20 (A VARIABLE WIDTH RIGHT-OF-WAY), SAID IRON ROD ALSO BEING IN THE SOUTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO BEAM & SONS, INC., AS RECORDED IN VOLUME 1088, PAGE 726, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE SOUTH 83 DEGREES 00 MINUTES 54 SECONDS EAST, 2163.91 FEET, WITH THE SAID SOUTH LINE OF INTERSTATE HIGHWAY NO. 20, TO A 5/8" DIAMETER IRON ROD FOUND IN THE SOUTHWEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO I-20 MESQUITE LIMITED PARTNERSHIP, AS RECORDED IN VOLUME 3326, PAGE 255, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE SOUTH 45 DEGREES 15 MINUTES 17 SECONDS EAST, 1653.63 FEET, WITH THE SAID SOUTHWEST LINE OF I-20 MESQUITE LIMITED PARTNERSHIP TRACT AND ALONG A FENCE LINE, TO A 1/2" DIAMETER IRON ROD FOUND;

THENCE NORTH 44 DEGREES 33 MINUTES 26 SECONDS EAST, 1275.56 FEET, WITH THE SOUTHEAST LINE OF SAID I-20 MESQUITE LIMITED PARTNERSHIP TRACT AND WITH THE SOUTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO GEOFFREY WATTIKER, AS RECORDED IN VOLUME 5097, PAGE 507, DEED RECORDS, KAUFMAN COUNTY, TEXAS, TO A 5/8" DIAMETER IRON ROD FOUND IN THE SOUTHWEST LINE OF SAID INTERSTATE HIGHWAY NO. 20;

THENCE WITH THE SOUTHWEST AND SOUTH LINES OF SAID INTERSTATE HIGHWAY NO. 20 THE FOLLOWING:
SOUTH 48 DEGREES 43 MINUTES 01 SECOND EAST, 30.13 FEET TO A TEXAS HIGHWAY DEPARTMENT CONCRETE MONUMENT;
NORTH 63 DEGREES 41 MINUTES 22 SECONDS EAST, 125.17 FEET TO A TEXAS HIGHWAY DEPARTMENT CONCRETE MONUMENT;
SOUTH 89 DEGREES 23 MINUTES 42 SECONDS EAST, 174.62 FEET, ALONG A FENCE LINE, TO A 1/2" DIAMETER IRON ROD FOUND;
NORTH 85 DEGREES 51 MINUTES 51 SECONDS EAST, 1321.76 FEET, ALONG A FENCE LINE, TO A 1/2" DIAMETER IRON ROD FOUND;
NORTH 83 DEGREES 33 MINUTES 53 SECONDS EAST, 386.92 FEET, ALONG A FENCE LINE, TO A 5/8" DIAMETER IRON ROD FOUND IN THE WEST LINE OF A TRACT OF LAND

DESCRIBED IN DEED TO HUBERT C., JR. AND PAMELA SUE RAY WHITE AS RECORDED IN DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE SOUTH 07 DEGREES 16 MINUTES 59 SECONDS EAST, 1539.16 FEET, WITH THE SAID WEST LINE OF WHITE TRACT AND ALONG A FENCE LINE, TO A FENCE CORNER FOUND;

THENCE WITH THE NORTHWEST AND SOUTHWEST LINES OF A TRACT OF LAND DESCRIBED IN DEED TO FORIVER L.P., AS RECORDED IN VOLUME 5431, PAGE 178, DEED RECORDS, KAUFMAN COUNTY, TEXAS, THE FOLLOWING:
SOUTH 43 DEGREES 39 MINUTES 23 SECONDS WEST, 406.47 FEET, ALONG A FENCE LINE, TO A FENCE CORNER FOUND;
SOUTH 39 DEGREES 15 MINUTES 25 SECONDS EAST, 29.09 FEET, ALONG A FENCE LINE, TO A FENCE CORNER FOUND;
SOUTH 43 DEGREES 19 MINUTES 32 SECONDS WEST, 349.18 FEET, ALONG A FENCE LINE, TO A FENCE CORNER FOUND;
SOUTH 10 DEGREES 45 MINUTES 39 SECONDS EAST, 362.66 FEET TO A 1/2" DIAMETER IRON ROD FOUND IN THE NORTHWEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO DAVID R. AND WINONA LITTLEFIELD, AS RECORDED IN VOLUME 1190, PAGE 528, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE SOUTH 68 DEGREES 10 MINUTES 15 SECONDS WEST 401.86 FEET, WITH THE NORTHWEST LINE OF SAID LITTLEFIELD TRACT AND ALONG FENCE LINE, TO A 3/8" DIAMETER IRON ROD FOUND;

THENCE SOUTH 21 DEGREES 46 MINUTES 49 SECONDS EAST, 387.16 FEET, WITH THE SOUTHWEST LINE OF SAID LITTLEFIELD TRACT AND ALONG A FENCE LINE, TO A 3/8" DIAMETER IRON ROD FOUND;

THENCE SOUTH 14 DEGREES 12 MINUTES 56 SECONDS WEST, 85.16 FEET, WITH THE SAID NORTHWEST LINE OF LITTLEFIELD TRACT AND ALONG A FENCE LINE, TO A 3/8" DIAMETER IRON ROD FOUND IN THE NORTHWEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO FUTURE TELECOM, INC., AS RECORDED IN VOLUME 3611, PAGE 280, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE WITH THE NORTH, NORTHWEST AND SOUTHWEST LINES OF SAID FUTURE TELECOM, INC. TRACT AND ALONG A FENCE LINE THE FOLLOWING:
SOUTH 53 DEGREES 10 MINUTES 27 SECONDS WEST, 86.93 FEET TO A 3/8" DIAMETER IRON ROD FOUND;
SOUTH 68 DEGREES 14 MINUTES 20 SECONDS WEST, 190.04 FEET TO A 3/8" DIAMETER IRON ROD FOUND;
SOUTH 77 DEGREES 25 MINUTES 14 SECONDS WEST, 152.17 FEET TO A 3/8" DIAMETER IRON ROD FOUND;
SOUTH 89 DEGREES 11 MINUTES 31 SECONDS WEST, 155.78 FEET TO A 1/2" DIAMETER IRON ROD FOUND;

THENCE SOUTH 44 DEGREES 27 MINUTES 54 SECONDS WEST, 2284.40 FEET, WITH THE SAID NORTHWEST LINE OF FUTURE TELECOM, INC. TRACT AND WITH THE NORTHWEST LINE OF A TRACT OF LAND DESCRIBED

IN DEED TO FPD PROPERTIES LLC, AS RECORDED IN VOLUME 4096, PAGE 112, AND WITH THE NORTHWEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO TADEUSZ ZAKROCKI, AS RECORDED IN VOLUME 3118, PAGE 497, AND WITH THE NORTHWEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO KEITH AND GINA BARRON, AS RECORDED IN VOLUME 1167, PAGE 930, DEED RECORDS, KAUFMAN COUNTY, TEXAS AND ALONG A FENCE LINE, TO A 1/2" DIAMETER IRON ROD FOUND;

THENCE SOUTH 45 DEGREES 47 MINUTES 36 SECONDS WEST, 1143.49 FEET, WITH THE SAID NORTHWEST LINE OF BARRON TRACT AND WITH THE NORTHWEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO MICHAEL B. AND VANESSA L. KELLY, AS RECORDED IN VOLUME 4335, PAGE 59, AND WITH THE NORTHWEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO HEARTLAND FIRST BAPTIST CHURCH, AS RECORDED IN VOLUME 3120, PAGE 471, DEED RECORDS, KAUFMAN COUNTY, TEXAS AND ALONG A FENCE LINE, TO A 3/8" DIAMETER IRON ROD FOUND IN THE NORTHEAST LINE OF F.M. ROAD NO. 2757 (A 100 FOOT RIGHT-WAY AT THIS POINT);

THENCE WITH THE SAID NORTHEAST LINE OF F.M. ROAD NO. 2757 THE FOLLOWING;
NORTH 44 DEGREES 40 MINUTES 10 SECONDS WEST, 3200.34 FEET, ALONG A FENCE LINE, TO A TEXAS HIGHWAY DEPARTMENT CONCRETE MONUMENT FOUND;
NORTH 45 DEGREES 16 MINUTES 12 SECONDS WEST, 2152.36 FEET, ALONG A FENCE LINE PART OF THE WAY, TO A TEXAS HIGHWAY DEPARTMENT CONCRETE MONUMENT FOUND;
NORTH 36 DEGREES 35 MINUTES 25 SECONDS WEST, 101.59 FEET TO A TEXAS HIGHWAY DEPARTMENT CONCRETE MONUMENT FOUND;
NORTH 45 DEGREES 16 MINUTES 12 SECONDS WEST, 94.96 FEET TO A TEXAS HIGHWAY DEPARTMENT WOODEN MONUMENT FOUND IN THE EAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO DONALD G., JR. AND LEASA K. DAVIS, AS RECORDED IN VOLUME 3471, PAGE 60, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE NORTH 13 DEGREES 30 MINUTES 00 SECONDS EAST, 1211.80 FEET, WITH THE SAID EAST LINE OF DAVIS TRACT AND ALONG A FENCE LINE, TO A 2" DIAMETER IRON PIPE FOUND AT THE EAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO GRADY M. AND JEFFREY L. BEAM, AS RECORDED IN VOLUME 3761, PAGE 62, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE NORTH 44 DEGREES 49 MINUTES 56 SECONDS EAST, 1211.36 FEET, WITH THE SAID SOUTHEAST LINE OF BEAM & SONS, INC. TRACT AND ALONG A FENCE LINE, TO THE PLACE OF BEGINNING AND CONTAINING 613.573 ACRES OF LAND, MORE OR LESS.

TRACT 2

BEGINNING AT A 1/2" DIAMETER IRON ROD FOUND IN THE NORTH LINE OF INTERSTATE HIGHWAY NO. 20 (A VARIABLE WIDTH RIGHT-OF-WAY), SAID IRON ROD ALSO BEING IN THE SOUTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO BEAM & SONS, INC., AS RECORDED IN VOLUME 839, PAGE 241, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE NORTH 44 DEGREES 49 MINUTES 56 SECONDS EAST, 754.15 FEET, WITH THE SAID SOUTHEAST LINE OF BEAM & SONS, INC. TRACT AND ALONG A FENCE LINE, TO

A 1/2" DIAMETER IRON ROD FOUND IN THE SOUTHWEST LINE OF LONE STAR ESTATES, AN ADDITION TO THE CITY OF FORNEY, KAUFMAN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 2, PAGE 516, PLAT RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE SOUTH 45 DEGREE 15 MINUTES 17 SECONDS EAST, 973.34 FEET, WITH THE SAID SOUTHWEST LINE OF LONE STAR ESTATES AND ALONG A FENCE LINE, TO A 5/8" DIAMETER IRON ROD FOUND IN THE SAID NORTH LINE OF INTERSTATE HIGHWAY NO. 20;

THENCE NORTH 82 DEGREES 59 MINUTES 27 SECONDS WEST, 1232.22 FEET, WITH THE SAID NORTH LINE OF INTERSTATE HIGHWAY NO. 20, TO THE PLACE OF BEGINNING AND CONTAINING 8.426 ACRES OF LAND, MORE OR LESS.

EXHIBIT C
MASTER PLAN (TRACT 1)

EXHIBIT C
LAND USE AREAS

EXHIBIT C
NORTH COMMERCIAL/MIXED USE AREA (TRACT 2)

EXHIBIT D

PERMITTED USES

I. The following use shall be permitted in the areas designated Residential as shown in "Exhibit C – Land Use Areas" and in the areas designated as Town Center on Tract 1.

A. Single Family Detached.
   1. Conventional Dwellings.
   2. Zero Lot Line Dwellings.
   3. Patio Homes.

B. Single Family Attached.
   1. Duplex Two-family Dwellings.
   2. Townhouse Dwellings.
   3. Other Attached Dwellings (3-plex, 4-plex).

C. Accessory Uses and Structures.
   1. Accessory Structures (Private) (Including but not limited to buildings, garages, patio covers, decks, carports, fences, signs, swimming pools, spas, antenna, satellite dishes, game courts, flagpoles).
   2. Accessory Dwelling Unit as defined in this PD.
   3. Home Occupations.
   4. Leasing Office.
   5. Community Recreation (Private).
   6. Refuse Containers.
   7. Landscape Irrigation Systems.
   8. Ponds (Over 1 1/2 feet deep).

D. Non-Residential Uses.
   1. Public Golf Courses, Playgrounds and Parks.

II. All uses permitted in the LC, Light Commercial District are allowed in the areas designated as Town Center as shown in "Exhibit C – Land Use Areas" except as modified in Subsections "A," "B," and "C" of this paragraph. The uses permitted in the LC District are subject to the same requirements applicable to the uses in the LC District, as set out in the Mesquite Zoning Ordinance. For example, a use permitted in the LC District only by conditional use permit ("CUP") is permitted in this district only by CUP.

A. The following uses are prohibited:

SIC Codes 17	Special Trade Contractors
SIC Codes 20-3999	Manufacturing Uses
SIC Code 40a	Railroad Passenger Terminal
SIC Code 533	Variety Stores
SIC Code 5993	Tobacco Stores
SIC Codes 60a & 61a	Alternative Financial Establishments

SIC Code 701b	Limited Service Hotel
SIC Code 726	Funeral Service, Crematories

B. The following uses are permitted by right:

SIC Code 793	Bowling Centers
SIC Code 701	Boutique Hotel as defined in this PD

C. The following uses are permitted by a Conditional Use Permit:

SIC Code 557	Motorcycle Dealers
SIC Code 791a and b	Minor and Major Reception Facilities
SIC Code 794	Commercial Sports

III. All uses permitted in the CV, Civic District are allowed in the areas designated as Civic as shown in "Exhibit C – Land Use Areas." The uses permitted in the CV District are subject to the same requirements applicable to the uses in the CV District, as set out in the Mesquite Zoning Ordinance. For example, a use permitted in the CV District only by conditional use permit ("CUP") is permitted in this district only by CUP.

IV. The following use shall be permitted in the areas designated Open Space as shown in "Exhibit C – Land Use Areas."

A. Public Golf Courses, Playgrounds and Parks.

B. Arboreta, Botanical Gardens (Public).

C. Accessory Uses and Structures.

1. Accessory Structures (Private) (Buildings, garages, patio covers, decks, carports, fences, signs, swimming pools, spas, antenna, satellite dishes, game courts, flagpoles).
2. Refuse Containers.
3. Landscape Irrigation Systems.
4. Ponds (Over 1 1/2 feet deep).

V. Wireless Telecommunication Facilities within the PD as defined in Section 1-700 of the Mesquite Zoning Ordinance may be permitted subject to approval of a Conditional Use Permit.

EXHIBIT E

PLANNED DEVELOPMENT STANDARDS

TABLE OF CONTENTS:

I. Applicable Regulations.

A. In the event of a conflict between this planned development district ("PD") and or the Mesquite Zoning Ordinance ("Zoning Ordinance"), or any other City ordinance imposing zoning regulations, this PD shall control.

B. Development of the Property shall be subject to ordinances that the City is required by state or federal law to adopt and apply uniformly to all property within its corporate limits, regardless of whether such ordinances conflict with this PD.

C. Section 1A-300, "Screening and Buffering Requirements," of the Zoning Ordinance does not apply.

D. Section 4-200, "Planned Development District Regulations," of the Zoning Ordinance applies in this PD, except as otherwise provided in this PD.

II. Master Plan.

Use of the Property shall comply with the general use areas shown as Town Center, Residential, Civic/Community Facilities, and Park/Open Space on the Master Plan attached as **Exhibit C**, as it may be amended in accordance with this Section, and with the use list for each general use area as set forth in **Exhibit D**. The developer may request a minor amendment to the boundaries and area of any use area by up to a cumulative amount of twenty percent for each land use area provided the requested change is otherwise capable of complying with the requirements of this PD. Any change to the Master Plan must be submitted to the Director to ensure it is in compliance with this Section, and the amended Master Plan will replace the prior Master Plan and will become a part of the permanent file maintained by the Director. Areas shown on the Master Plan as Residential are considered to be residential zoning areas, all other parts of the Property are considered to be nonresidential zoning areas.

The developer is allowed the use of up to 100 percent residential or up to 100 percent commercial development of the Town Center based upon the market demand for commercial space at the time of development.

III. Definitions.

Terms used within this PD, including its exhibits, shall be defined as stated below. If a term is not listed below, the definition in Section 6-100, "Definitions and Interpretation of Terms," of the Zoning Ordinance applies).

A. *Accessory Community Center, Private* means a private accessory community center as defined in the Zoning Ordinance except as provided in **Section V.a.1** of this PD.

B. *Accessory Dwelling Living Unit* means a living unit that complies with the requirements in **Section V.a.4** of this PD.

C. *Active Park* means a park intended to support activities and equipped with improvements to promote activities, such as picnic tables, shade structures, dog parks and playgrounds.

D. *Amenity Center* means an accessory use to a residential development that may consist of one or more buildings and structures and that may include, but is not limited to, meeting space, recreational facilities (such as a swimming pool and playground).

E. *Block face* means one side of a block between two streets.

F. *Boulevard* means a street divided by a median.

G. *Code* means the Mesquite City Code, as amended.

H. *Community Center* means a facility that is used as a place of meeting, recreation or social activity but not primarily to render a service that is customarily carried on as a business.

I. *Director* means he Director of Planning and Development Services or the Director's designee.

J. *Facade* means any separate face of a building that encloses or covers usable space. A roof is not a facade.

K. *Floor Area* means an air-conditioned floor space.

L. *Group Cluster, 4* means a square or rectangular group of homes consisting of four homes or lots fronting on a shared driveway off a public street and or alley.

M. *Group Cluster, 6* means a square or rectangular group of homes consisting of six houses fronting on a shared Driveway adjacent to a public street and or alley.

N. *Height* means the vertical distance measured from grade to the highest point of a structure (including a sign).

O. *Hotel, Boutique* means a hotel as defined in and that complies with the requirements in Section V.b.1 of this PD.

P. *Land Use Category* means one of the following land use categories identified on the permitted use table attached as **Exhibit C**: Town Center, Residential, Civic Facilities and Open Space.

Q. *Mews* means an alley that serves residents which face directly on to public open space and is commonly used for addressing, fire protection, mail delivery and access to parking.

R. *Mixed Use Building* means a building that contains two or more uses from a different land use category, with one land use category occupying at least ten percent of the gross floor area of the building or 15,000 square feet (whichever is less) and the other land use category occupying at least five percent of the gross floor area of the building or 10,000 square feet (whichever is less).

S. *Non-Residential Building* or N*on-Residential Development* means a building or a lot containing one or more uses that are not single family attached or single family detached.

T. *Non-Residential Use* means a use that is not exclusively single family attached or single family detached.

U. *Open Space* means a property that is at least 0.25 acres and is one of the following: a public park, a private park accessible to residents living on the Property, or an undeveloped space open to the sky and accessible by the public and located on private property, such as native mitigation areas or trails, except for development allowed in open space in this PD.

V. *Parkway* means the area between a sidewalk and the back of curb.

W. *PD* means this Planned Development District (Editor's note: to be inserted upon approval as follows: PDXX-XX: Ordinance no. XX-XXX, adopted Month Day Year).

X. *Personal Services* means a facility or area for the sale of personal services, such as a spa or salon, a tailor, a florist, or a pet grooming shop.

Y. *Pocket Park* means a park that is less than one acre in size.

Z. *Property* means the property depicted on the attached **Exhibit A** and described by metes and bounds on the attached **Exhibit B**.

AA. *Rear Entry Garage* means a garage served by an alley or a side street abutting the rear of a lot.

BB. *Residential Building* or *Residential Development* means a building or a lot with single family attached or single family detached uses.

CC. *Residential Use* means a single family attached or single family detached use.

DD. *Side-Entry Garage* means a front entry garage with a garage door that is perpendicular to the street (e.g., "j-swing garage"), or a garage on a corner lot with a garage door that is parallel to a side street.

EE. *Single Family Attached* means a single family dwelling on a separate lot that fronts on a street, a place, a court, or a private access easement, and that is attached to one or more single family dwellings by either a common wall or another structure which causes the attached dwellings to constitute an architectural whole or appear on the exterior to be a single building.

FF. *Single Family Detached* means a single family dwelling located in a residential building containing one dwelling unit, located on a separate lot, and having no physical connection to any other dwelling unit.

GG. *STC* means a Sound Transmission Class, which is commonly accepted integer-number rating of how well a building partition attenuates airborne sound, and is used to rate interior walls, ceilings/floors, doors, windows and exterior wall configurations.

HH. *Stealth Towers* means a communications tower that is effectively camouflaged or concealed so that it blends in with the natural surroundings or the built environment.

II. *Temporary* means of limited duration; not permanent.

JJ. *Temporary Asphalt* or *Concrete Batch Plant* means a temporary facility or area for mixing concrete or asphalt to be used for new construction on the Property.

KK. *Temporary Construction Field Office* means a facility or area used as a temporary field construction office.

LL. *Temporary Construction Storage Yard* means a facility or area for the temporary outside storage of construction equipment and materials associated with an active permit to demolish or construct.

MM. *Temporary Outdoor Sales* means an area used for the temporary outdoor sale of general merchandise or seasonal merchandise to the public.

NN. *Temporary Residence* means a temporary residence, which may be a mobile home, means a place where a person lodges or resides for a temporary period as defined in this ordinance.

OO. *Utility Lines, Towers*, or *Metering Station Use* means this use as it is defined and set forth in the Zoning Ordinance. In addition, this use may include windmills and solar-powered panels.

PP. *Wireless Communications Facilities* means telecommunication towers, antennas, and other facilities regulated by Section 1-700, "Telecommunications Towers and Antennas," of the Zoning Ordinance.

QQ. *Zoning Ordinance* means Ordinance 3984 adopted on September 4, 1973, and recodified as Ordinance 2569 on November 21, 1988, as amended.

IV. PD Amendment and Development Review Procedures.

A. Zoning Change.

1. *Property Owner Consent for PD Amendments.* PD amendments are authorized for all or a portion of the land governed by this PD. With the exception of PD amendments initiated by the City, all requests to amend this PD shall only be accompanied by the written consent of the owners of the property subject of the amendment request, to the extent permitted by law as determined by the City Attorney. A request to amend or an amendment to a portion of the Property shall apply only to the property subject of the amendment request, unless otherwise provided by law.

2. *Approval Authority.* The Director has the authority to authorize minor amendments as provided by this PD and the Zoning Ordinance.

B. *Planned Development (PD) Site Plan Approval.* The PD site plan review and approval procedures shall follow the requirements in Section 4-200 of the Mesquite Zoning Ordinance.

V. Special Use Conditions.

A. *Accessory Uses Special Conditions.* Accessory uses are permitted as shown in **Exhibit D**. However, no accessory use is permitted without a primary use. In addition, the following conditions apply:

1. *Accessory Community Center, Private*. An accessory community center may include a restaurant open to members and their guests. An accessory community center may also include banquet facilities that may be rented for special occasions, such as wedding receptions and parties.

2. *Accessory Outside Display and Sales.* When in connection with non-residential uses, outdoor display of merchandise shall be limited to the area immediately along the front of the building, extending no further than ten feet from the front of the building. All incidental outdoor displays shall be located on hardscape areas. No merchandise may be displayed in any landscaped area, or areas not hard surfaced. Incidental displays shall be removed at the end of each business day, providing that a display may be placed again the next day. Incidental display of seasonal items, such as plants, lawn/garden supplies, firewood, Christmas trees and similar goods may be conducted for periods longer than one business day during the season in which the product is used.

3. *Accessory Outside Storage.* When in connection with a non-residential use and visible from ground level on an adjacent street, this use shall be screened with a masonry wall that is a minimum of six feet in height, and none of the items stored may project above the screening wall. The perimeter of the screening wall shall be landscaped with a minimum 12-inch-wide landscape strip containing shrubs, vines, or a combination of both.

4. *Accessory Dwelling Unit.* This use must not exceed 800 square feet in floor area, must be located on the same lot as and be accessory to a single family detached or single family attached living unit, and must be occupied only by guests, servants, or family members of the residents of the main structure. The structure must not contain more than one bedroom, more than one kitchen, or more than one bathroom. The structure shall be attached to the main structure. Accessory Dwelling Units must meet the same lot setbacks as the main structure and must match the main structure architecturally and comply with all design guidelines applicable to the main structure.

B. Special Conditions Applicable to Certain Uses.

1. *Hotel, Boutique*. Division I-70, "Hotels, Camps, other Lodging Places," of Section 3-203, "Schedule of Permitted Uses-Contents to SIC Codes," of the Zoning Ordinance does not apply to a boutique hotel. A boutique hotel must meet the following requirements.

   a. *Definition.* A building providing transient lodging accommodations for compensation, usually containing fewer than 200 rooms, and that is not classified as a full-service hotel, limited service hotel, or residence hotel. The entrance to each guest room is gained from a completely enclosed area or from an exterior court located within a secured area.

   b. A boutique hotel must:

      1) Have management onsite 24 hours a day;

2) Provide housekeeping services or daily maid service;

3) Offer concierge service or other personalized service to each guest; and

4) Be located either within the Town Center area shown on the Master Plan or adjacent to or across the street from publicly accessible open space or a lake.

c. A boutique hotel within the Town Center area shown on the Master Plan must offer the following services to each guest either on-site or within the specified distance from the boutique hotel[1].

1) One or more meeting or conference rooms with a minimum of 1,000 square feet of conference space within 1,500 feet;

2) Recreational facilities within 500 feet; and

3) A restaurant with a full-service kitchen offering meals during normal dining hours (breakfast, lunch, and dinner) and seating for a minimum of 50 patrons within 500 feet.

d. A boutique hotel may contain personal service shops.

2. *Temporary Asphalt or Concrete Batch Plant.* A temporary concrete or asphalt batch plant may be permitted for use by a contractor for the period of active and continuous construction requiring concrete or asphalt. Such batch plant shall be located at least 500 feet from any occupied residential lot and shall not be used for construction at any other location than the project for which it is permitted. An application to permit a temporary batch plant shall be submitted to the Engineering Division and shall include a copy of the approved State permit for such operation.

3. *Temporary Construction Field Office.* The location of a temporary office may be permitted on a site for which a construction permit has been submitted and where a pre-meeting has been scheduled. Such office permit may be issued for no more than one year but may be extended if the builder maintains active and continuous construction on the site. Temporary construction office shall mean office and/or storage space related to construction activities.

4. *Temporary Construction Storage Yard.* This use is permitted on the Property in connection with the issuance of a permit authorizing the construction of structures or infrastructure improvements. This use may include associated temporary buildings, such as trailers. This use shall cease operation upon completion of construction of improvements or structures on the Property.

5. *Temporary Outdoor Sales.* This use may include a temporary farmers market. For the sale of seasonal merchandise, this use shall not exceed 90 days in any 12-month time period. For the sale of non-seasonal merchandise, this use shall not exceed 14 days.

6. *Temporary Residence.* Prior to filing a plat of the property, a temporary residential unit

[1] These services may be developed concurrently with a boutique hotel or in a subsequent development phase.

may be permitted for two years which may be extended for one additional one-year period subject to approval by the City Manager. The temporary residence shall comply with the City's adopted International Residential Code as amended. Provided that a mobile home used for a temporary residence shall comply with Department of Housing and Urban Development's Manufactured Home Construction and Safety Standards.

7. *Veterinary Clinic.* Rooms containing cages or pens are not permitted to have windows, doors, or other penetrations on exterior walls. Areas designated for holding, boarding, or grooming pets are limited to no more than 15 percent of the gross floor area. Outside boarding is prohibited.

8. *Wireless Communications Facilities.* Except as otherwise provided in this Section, the provisions of Section 1-700, "Telecommunications Towers and Antennas," of the Zoning Ordinance, as well as all definitions in the Zoning Ordinance pertaining thereto, apply. Mounted antennas may be located on mixed use and non-residential buildings. Unless towers are stealth towers, towers are permitted subject to approval of a Conditional Use Permit. All towers, including stealth towers, must comply with applicable setback requirements and with the height restrictions and Conditional Use Permit requirements set forth in Subsection 1-703(A)(3), "Maximum Height," of Section 1-703 of the Zoning Ordinance.).

VI. Building Setback, Area and Bulk Requirements.

A. Requirements for Single Family Attached and Single Family Detached.

1. Requirements.

a. The requirements in this Section A and **Exhibit F** are the exclusive building setback, area, and bulk requirements applicable to single family attached and single family detached other than fences and retaining walls that are part of the development. The requirements in **Exhibit F** apply to all single family (detached and attached), including accessory buildings, but do not apply to other structures.

1) *Zero Lot Line Standards.* The side setback may be reduced anywhere from four and a half feet (4'6") to zero feet (0') on any one side of a single family (detached) lot, when a maintenance easement is provided with such reduced setback.

a) The building separation maintained between the structures on adjacent properties shall not be less than seven-and-a-half feet (7.5 feet).

b) The building separation area shall include a use and maintenance easement of no less than 7.5 feet in width, extending along the entire lot line adjoining the reduced setback.

(1) The maintenance easement shall be dedicated by plat and will include the maintenance agreement, approved by the City and detailing the purpose of the maintenance easement and access rights for maintenance purposes, on the plat.

(2) The maintenance easement shall be maintained as an open space, with the following exceptions:

(a) Fences that are parallel to the front lot line are allowed.

(b) Horizontal construction at grade level, such as a deck not exceeding 12 inches above grade, or paved surfaces may be allowed in the maintenance easement upon a finding that it does not impede the drainage of the adjoining structure.

(3) If the separation between buildings is less than 10 feet, additional fire safety measures and installations shall be required.

b. The Director may approve alternative materials and methods to the fence and retaining wall restrictions in Chapter 5 of the Mesquite City Code to the extent the alternate materials or methods are equal or better in function and durability.

c. Swimming pools shall have a minimum five-foot setback from rear and side property lines; however, such setback applies only to the swimming pool, and not to associated decking or paving around the pool.

2. Garages.

a. With the exception of side entry garages, garages may not extend beyond the front of a single family attached or single family detached home.

b. Required parking spaces for single family detached and single family attached uses must be located in enclosed, covered parking areas.

c. Notwithstanding anything to the contrary in **Exhibit F**, front-facing garage doors are permitted provided they are located at least five feet behind the front facade. For homes with front porches, the front facade is considered to be the portion of the front porch closest to the front property line but in no event shall the garage doors be located less than three feet behind the front of the house, excluding the depth of the front porch

3. Single Family Attached.

The front facade of single family attached structures may not exceed 350 feet in length.

4. Mix of Residential Types Required.

Proposed mix of residential types, including the approximate number of dwelling units of each type is set forth in Table VII-1.

Table VII-1: Mix of Residential Types

Type of Dwelling Unit	*Planning Title*	*Lot Width at Street Frontage (linear feet)*	*Percentage of Total Units*
Single-Family Attached	Townhomes	16 to 38, per accepted builder plans	25%
Single-Family Detached	SF-D less than 60'	25 to 59, per accepted builder plans	60%
Single-Family Detached	60' and Above	60 and above, per accepted builder plans	15%
		Total Attached Units	25%
		Total Detached Units	75%
		Grand Total All Types	***100%***

B. Requirements for Mixed Use Buildings and Non-Residential Development.

1. Requirements.

a. The requirements in the table below are the exclusive building setback, area, and bulk requirements applicable to mixed use and non-residential buildings, and any related accessory buildings.

b. Swimming pools shall have a minimum five-foot setback from rear and side property lines; however, such setback applies only to the swimming pool, and not to associated decking or paving around the pool.

Table VII-2: Building Setbacks and Height Restrictions

	Non-Residential Development
Maximum Setback from a Street	No less than 50 percent of a building facade must be constructed within 21 feet of the back of curb. If a block face is built out in phases, a phasing plan may be used to show how this requirement will be satisfied in a future construction phase. The Director may alter the maximum setback requirement upon a finding that the alteration will promote pedestrian activity along the street. There is no maximum setback requirement for schools.
Maximum Height	15 stories. Exception: a) No height limit for a Full Service Hotel. b) Maximum height for Schools is 75 feet.

VII. Design Standards.

A. Single Family Attached Sound Attenuation.

When single family attached uses share a common wall, the common wall shall have a minimum Sound Transmission Class (STC) rating of 58.

B. Drive-Through Windows.

Drive through windows are limited to the Town Center area illustrated on the Master Plan.

C. Entries.

1. Non-residential buildings shall comply with the following requirements:

   a. All ground floor entrances shall be covered or inset.

2. All non-residential buildings over 20,000 square feet in floor area shall incorporate elements such as arcades, roofs, alcoves, porticos, and awnings that protect pedestrians from sun and weather for a minimum of 50 percent of the length of the building frontage along a street.

D. Outdoor Storage.

Outdoor storage is prohibited in connection with a non-residential use unless the Director approves it based upon a finding that the adverse effects of such storage have been mitigated through adequate restrictions regarding the storage location and type of screening. This provision does not apply to accessory outside storage, which is required to be screened in accordance with **Section V.a.3** of this PD.

E. Fences.

1. With the exception of temporary construction fencing, the following types of fences are prohibited: chain link, barbed wire, pipe, vinyl, and razor wire fences.

F. Pedestrian Connectivity.

When a block face developed with non-residential uses or mixed-use buildings exceeds 500 feet in length, pedestrian access through the block shall be provided. Such access may be provided through a pedestrian access easement, a business open to the public, or any other means that provides pedestrian access during regular business hours.

G. Accessory Buildings.

An accessory building shall not exceed the floor area of the main building.

H. Enhancements on Corner Lots.

Each corner lot with a single family detached home shall have landscape enhancements along

the side street as follows: at least one minimum three-inch caliper tree shall be planted for each 35 feet (or fraction thereof) of lot length along the side street, and a minimum of five evergreen shrubs that are a minimum of five gallons shall be planted every five feet on center along fence lines facing the side street. Trees are not required to be evenly spaced.,

I. Other.

Each single family detached home shall be serviced by a shared mailbox for each two homes. The area where the mailbox is located shall be landscaped and the mailbox shall be architecturally compatible with the residential structures it serves. All streets must have upgraded streetlights that are architecturally compatible with the overall theme of this PD.

VIII. License for Use of Right-Of-Way.

A. Permitted Improvements.

Subject to approval by the Directors of Public Works and Planning and Development pursuant to Paragraph E, "Staff Review," and the execution of a non-exclusive, revocable license agreement on a form approved by the City Attorney, the following improvements may be allowed in the public right-of-way within the PD boundaries, including any improvements reasonably related thereto or necessary for the operation thereof:

1. Street and pedestrian lighting;
2. Public seating areas;
3. Landscaping and related amenities, including fountains;
4. Monuments, statues, or other public artwork;
5. Street furniture, including benches;
6. Drinking fountains;
7. Trash containers;
8. Tunnels;
9. Security cameras;
10. Bollards;
11. Temporary construction barricades;
12. Underground duct banks;
13. Pedestrian bridges and overpasses;

14. Arches;

15. String lighting;

16. Wiring; and

17. Other improvements not listed provided they do not interfere with the public use of the right-of-way, and are approved in accordance with Paragraph E, "Staff Review."

B. Limitations.

This license will not terminate at the end of any specific time period, however, the City Council reserves and has the absolute right to terminate the license at will, by adoption of a resolution, at any time such termination becomes necessary.

The determination by the City of the necessity of termination is final and binding, and the City is entitled to possession of the premises without giving any additional notice and without necessity of legal proceedings to obtain possession thereof, when in its sole judgment, the purpose or use of the license is inconsistent with the public use of the right-of-way, is likely to become a nuisance or a public safety issue, or is in violation with the requirements of this Section VIII, "License for Use of Right-Of-Way" or any license agreement executed pursuant to this section.

Upon termination by the City Council, each owner or tenant shall remove all improvements and installations in the public right-of-way to the satisfaction of the Director of Public Works.

The City reserves the right to require the relocation of improvements and encumbrances at the owners' or tenants' expense for any construction project within the right of way, as determined by the Director of Public Works, or when in the City's sole discretion it is warranted by the public health, safety, welfare or public convenience.

C. Insurance Required.

Upon conducting any activities or installing any of the improvements described in **Section A**, it is a condition to continuation of the license that there be in place commercial general liability insurance coverage with an insurance company authorized to do business in the State of Texas and otherwise acceptable to the City, covering, but not limited to, the liability assumed under the license granted under this Section, with combined single limits of liability for bodily injury and property damage of not less than $1,000,000 for each occurrence, $2,000,000 annual aggregate. Coverage under this liability policy must be on an "occurrence" basis and the City shall be named as additional insured. Proof of such insurance must be sent to: Risk Manager, City of Mesquite, 1515 North Galloway Avenue, Mesquite, Texas 75185-0137; and the policy must provide for thirty days prior written notice to the Office of Risk Management of cancellation, expiration, non-renewal, or other material change in coverage. All subrogation rights for loss or damage against the City are hereby waived to the extent same are covered by the liability insurance policy. In the event there is more than one license holder, such holders shall be individually, and not joint and severally, liable hereunder.

D. Maintenance.

Each Licensee placing permitted improvements in the right-of-way shall be responsible for obtaining all required construction and building permits and maintaining and keeping the improvements safe and from deteriorating in value or condition at no expense to the City. Improvements determined by the Director of Public Works to be unsafe or unsightly shall be removed immediately, at the Licensee's sole expense, from the City right-of-way upon notice from the City. The City shall be absolutely exempt from any requirement to make repairs to or to maintain the permitted improvements.

E. Staff Review.

1. The Director of Public Works shall review all proposed improvements described by **Section A**, and shall not approve a proposed improvement unless all of the following requirements are satisfied.

   a. The improvement does not unreasonably interfere with pedestrian or vehicular traffic;

   b. The design and location of the improvement includes all reasonable planning to minimize potential harm or injury to or interference with the public in the use of the public street;

   c. The improvement will not create any hazardous condition or obstruction of vehicular or pedestrian travel upon the public street;

   d. There is clear, continuous, and unobstructed passageway for pedestrians that is a minimum of five feet in width with a minimum vertical clearance of eight feet, provided, however, that where unusual circumstances exist, the requirement could be less than five feet in width where it is certain that public safety would not be jeopardized and handicap accessibility is maintained.

2. The Director shall review all proposed improvements described by Section A to determine whether the request is capable of compliance with other applicable provisions of the City Code, is compatible with permitted land uses and the character of the development, and does not limit pedestrian mobility. If the Director determines that a permitted improvement is inappropriate based on the foregoing standards, an applicant may appeal that determination to the Board of Adjustment in accordance with the procedures for appeal of the determination of an administrative official set forth in Section 5-200, "Appeal, Variance, Special Exception Procedures," of the Zoning Ordinance.

F. Compliance with all Requirements.

A license issued under this section shall require compliance with all applicable requirements of the City Code in connection with any improvement in the public right-of-way, including but not limited to, permitting, construction and installation requirements.

IX. Landscaping.

A. The landscape requirements in this article are the exclusive landscaping requirements applicable to the Property. Unless otherwise stated in this article, the requirements of Section 1A-200, "Landscaping Requirements," of the Zoning Ordinance do not apply.

B. Single family detached and single family attached shall be landscaped in accordance with the residential landscaping requirements on **Exhibit G**.

C. Parkways adjacent to non-residential buildings shall be landscaped in accordance with Section 1A-200, "Landscape Requirements," of the Zoning Ordinance.

D. Except as follows:

1. The landscape setback shall be measured from the inside boundary line of the pedestrian access and utility easement (not the street-side boundary line).

2. All required landscape materials shall be irrigated with an automatic irrigation system, however, landscaping in above ground planters may be irrigated by hand or with an automatic irrigation system. All automatic irrigation systems shall have rain and freeze sensors.

E. Parking lots for non-residential buildings shall be landscaped as described below:

1. A maximum of 20 uninterrupted parking spaces are permitted in a row before relieved by a landscaped island.

2. Landscaped islands are required at the end of each parking aisle.

3. All landscaped islands shall be a minimum of seven feet in width and the depth of a parking space. If a double row of parking is provided, the island shall be the depth of both rows.

4. At least 15 percent of a parking lot shall be landscaped.

5. A landscaped island shall have at least one tree and shall be landscaped with ground cover. Trees shall be a minimum of three inches in caliper at the time of planting, except that trees located at the end of parking aisles must be a minimum of four inches in caliper at the time of planting. Trees may be located within landscaped islands; minimum four-foot by four-foot landscape diamonds; or other landscaped areas within a parking lot.

6. The total number of trees within a parking lot shall equal at least one tree for every 20 parking spaces in the parking lot.

7. All required landscape materials shall be irrigated with an automatic irrigation system, however, landscaping in above ground planters may be irrigated by hand or with an automatic irrigation system.

8. At Schools, street trees are not required adjacent to or in bus and vehicular loading zones or along "visitor street parking."

F. All required trees must be of a species approved for planting under Section 1A-500, "Plant Schedules," of the Zoning Ordinance.

X. Tree Preservation.

A. This article contains the exclusive tree preservation requirements applicable to the Property. The trees required to be preserved by this article will supersede the tree preservation standards in Section 1A-400, "Tree Preservation," of the Zoning Ordinance.

B. Trees located in the area shown on **Exhibit H** must be preserved, except that trees may be removed in areas that will contain drainage, roadway, trail, or similar improvements, but only to the extent tree removal is necessary to construct such improvements.

C. Prior to the commencement of any construction activity within 20 feet of the area shown on **Exhibit H**, areas shown on **Exhibit H** that are within 20 feet of proposed construction activity shall be protected by installing temporary protective fencing between such areas and the construction activity. The protective fencing may be comprised of brightly colored vinyl construction fencing, chain link fencing, or other similar fencing with an approximate height of four feet or greater.

D. No tree removal permit shall be required to remove trees outside of the Tree Preservation Area shown on **Exhibit H**. A tree removal permit is required to remove trees within the area shown on **Exhibit H**.

E. If this PD is amended in the future to include additional property, the trees shown on **Exhibit H** for preservation may also be used to satisfy the tree preservation requirements for a maximum of 100 additional acres.

XI. Screening.

A. Rooftop Equipment.

Rooftop equipment shall be screened from view at ground level by a parapet wall.

B. Trash Storage Areas.

Outdoor trash storage areas visible from a street must be screened on three sides by a solid masonry wall. The wall must be at least eight feet in height and constructed of a material that is consistent with the exterior building material of the main building that the storage area serves. Decorative metal opaque gates shall be used to access such trash collection areas. The perimeter of screening walls shall be landscaped with a minimum 12-inch wide landscape strip containing shrubs, vines, or a combination of both.

C. Off-Street Loading and Service Areas.

Off-street loading and service areas must be screened by walls consistent with the architectural style and materials of the associated building, at least eight feet in height; and landscaped by planting evergreen plant material capable of growing to eight feet in height within 18 months

after planting. For schools, decorative fencing, no less than six feet in height, may be used in lieu of solid walls with planting material that meets transparency requirements for school security.

D. Perimeter Screening.

When a subdivision is platted so that one or more residential lots back or side a perimeter street, whether or not there is an intervening alley, continuous screening shall be provided along the perimeter street consisting of a berm and a buffer tree line. The berm shall have a maximum side slope of four to one and a minimum crown width of one and one-half feet. Trees shall be spaced in compliance with 1A-500-1, "Tree Schedule," of the Zoning Ordinance. Trees used to establish a buffer tree line shall be limited to those species indicated with an asterisk (*) in the Tree Schedule. If overhead power lines are located above the planting area, trees marked with an asterisk (*) from the list of small ornamental trees must be used.

E. Other.

Each single family detached home will have the Heating, Ventilation, and Air Conditioning (HVAC), Electrical, and Gas equipment located behind the rear yard fence to create a more appealing streetscape. If the electrical and gas equipment cannot be located behind the fence due to regulatory requirements, meters must be screened from the street by evergreen plant material of sufficient height to effectively screen the equipment from view.

XII. Parking.

A. General Provisions.

1. Except as otherwise provided in this paragraph, required parking must be off-street parking. Head-in and parallel parking spaces located on streets are permitted and count toward required parking. The location of on street parking shall not interfere with the maneuverability of emergency vehicles as determined by Mesquite Fire Marshal. Head-in parking is not permitted if maneuvering is done on an arterial street, unless the maneuvering is done on a slip road.

2. Within the Town Center areas on the Master Plan, as well as areas within 300 feet of those areas, shared parking and off-premise parking may be provided for mixed use buildings in accordance with the Town Center parking requirements in Section D below. Off-premise and shared parking for all other areas is prohibited unless the Director approves such parking upon determining that the alternative parking arrangement avoids the provision of excess parking or is otherwise supported by the findings of a parking study and the alternative parking arrangement will not have an adverse effect on property adjacent to the area where the alternative parking is provided.

3. Unless otherwise stated, all parking spaces may be enclosed or unenclosed.

B. Off-Premise Parking.

Except as otherwise provided in this article, parking spaces must be located on the same platted lot as the use that they serve.

C. Minimum Parking Requirements.

See **Table XIII-1** for the minimum parking requirements for each principal use. Parking is not required for floor area devoted to common areas, such as common areas associated with indoor malls and the lobbies of office buildings. If a use has a drive through window, a minimum of six stacking spaces shall be provided in addition to the parking requirements listed in **Table XIII-1.**

Table XIII-1 Minimum Parking Requirements:

PERMITTED USE	**MINIMUM PARKING REQUIREMENT[2]**
INSTITUTIONAL	
Business School	1 per student
Religious Assembly	1 per 4 seats in sanctuary or auditorium
College, University, or Seminary	1 per 4 students
Community Center	1:200 SF
Day Care Center	1 per 8 students
Government Administration and Civic Buildings	To be determined by Director based on most similar use
Hospital	1½ per bed
Library	1:350 SF of public area
Medical Clinic or Ambulatory Surgical Center	4: 1,000 SF
Museum or Art Gallery	1:400 SF
Public or Private School	Elementary – 1 per 20 students; Junior High – 1 per 18 students; Senior High – 1 per 1.75 students; Kindergarten – 1 per 8 students
OFFICES	
PERMITTED USE	**MINIMUM PARKING REQUIREMENT[2]**
Offices	3:1,000 SF
RECREATION AND ENTERTAINMENT USES	
Park, Playground, or Golf Course	Golf course 9.8 per hole; otherwise none
Private Club, Lodge, or Fraternal Organization	1:200 SF

Recreation and Entertainment, Indoor	Theater – 1 per 4 seats; Bowling Alley – 6 per lane; Pool Halls and Other Commercial Amusements (Indoor) – 1:100 SF; Racquetball Court – 4 per court; Health Club – 1:200 SF

RESIDENTIAL AND LODGING USES	
Hotel, Boutique	1 per guest room up to 100 rooms; then 0.75 per guest room over 100; 50 percent of these spaces may be counted to satisfy the parking requirements of accessory uses
Hotel, Full Service	1 per guest room up to 100 rooms; then 0.75 per guest room over 100; 50 percent of these spaces may be counted to satisfy the parking requirements of accessory uses
Single Family (Attached and Detached)	2 per dwelling unit
RETAIL AND PERSONAL SERVICE USES	
Bar	1:75 SF
Antique Shop	2:1,000 SF (1:400 for furniture sales)
Car Wash	1:150 SF
Catering Service	3:1,000 SF
PERMITTED USE	**MINIMUM PARKING REQUIREMENT[2]**
General Personal Services (Cleaning, Laundry)	3:1,000 SF
General Personal Services (Copy Center)	3:1,000 SF
Custom and Craft Work	1:400 SF
Farmers Market	1:1,000 SF of site area
Gasoline Sales	1:250 SF with a minimum of 4 spaces
General Retail Store, Other Than Listed	3:1,000 SF (1:400 SF for furniture sales)
Commercial	3:1,000 SF (1:400 SF for furniture sales)

Nursery, Garden Shop, Or Plant Sales	3:1,000 SF for indoor portion; 1:600 SF for outdoor portion.
Open-Air Vending	None
Personal Services	3:1,000 SF
Restaurant	1:150 SF
Veterinary Clinic	1:400 SF
TEMPORARY USES	
Temporary Asphalt or Concrete Batch Plant	None
Temporary Carnival, Circus, or Amusement Ride	None
Temporary Construction Field Office	None
Temporary Construction Storage Yard	None
Temporary Outdoor Sales	None
Temporary Residential	None
UTILITY, COMMUNICATION, AND TRANSPORTATION USES	
Electric Generating Plant	None
Electric Utility Substation	None
Radio or TV Station Recording Studio	1:400 SF
Utility Lines, Towers, or Metering Station	None
Wireless Telecommunication Facilities (Including Radio, Television, or Microwave Tower)	None

[2] Fractional parking requirements shall be rounded up to the nearest whole number. Unless otherwise stated, references to square footage are to floor area.

D. Town Center Parking.

This Section D only applies to parking for a mixed use building.

1. Off-Premise Parking.

a. Residential Uses.

Required parking spaces for residential uses are not required to be located on the same lot as the use they serve; however, such spaces must be within 300 feet of the use they

serve if they are not located on the same lot.

b. Non-Residential Uses.

Parking spaces for non-residential uses, whether required or excess, are not required to be located on the same lot as the use that they serve; however, such spaces must be within 600 feet of the use they serve if they are not located on the same lot.

2. Shared Parking.

The minimum parking requirements above may be reduced using the occupancy rates in **Table XIII-2** below to calculate the adjusted parking requirements, and the parking requirement shall be determined by the adjusted off-street parking calculation:

Table XIII-2: Shared Parking Requirements

Time of Day	**Weekday**			**Weekend**		
Use	12am – 8am	8am – 6pm	6pm – 12am	12am – 8am	8am – 6pm	6pm – 12am
Office	5%	100%	20%	5%	5%	5%
Restaurant	10%	70%	100%	20%	70%	100%
Retail	5%	90%	80%	5%	100%	70%
Entertainment	10%	40%	100%	50%	80%	100%
Hotel	100%	70%	100%	100%	70%	100%
Institutional (non-church)	5%	100%	20%	5%	10%	10%
Institutional (church)	5%	10%	5%	5%	100%	50%
Conference / Meeting Room	5%	100%	100%	5%	100%	100%
Residential	100%	60%	100%	100%	80%	100%
All other uses	100%	100%	100%	100%	100%	100%

3. Calculation of the adjusted off-street parking requirements will be as follows:

a. Determine the parking requirements for each use within the PD.

b. Multiply the parking requirement calculated per Table XIII-1 by the occupancy rate for that category of use in Table XIII-2. See Table XIII-4 for the shared parking category of use for each land use listed in Table XIII-1.

c. Total the time of day columns for both weekday and weekend to determine the parking demand at each time of day.

d. The column with the largest sum is the adjusted off-street parking requirement.

4. Example of adjusted parking calculations:

   a. 50,000 sq. ft. office, 30,000 sq. ft. retail and 20,000 sq. ft. restaurant, respectively.

   b. Individual office parking requirements: (3 spaces/1,000 sq. ft.)(50,000 sq. ft.) = 150 spaces.

   c. Individual retail parking requirements: (3 spaces/1,000 sq. ft.)(30,000 sq. ft.) = 90 spaces

   d. Individual restaurant requirements: (1 space/100 sq. ft.)(20,000 sq. ft.) = 200 spaces.

   e. Total: 150 + 90 + 200 = 440 total spaces.

   f. Adjusted parking calculation for weekdays and weekends is as follows:

Table XIII-3: Adjusted Parking Requirements

Weekday			
Time of Day			
12mid - 8am	8am - 6pm		6pm - 12mid
Office	(.05)(150) =8	(1.0)(150)=150	(0.2)(150)=30
Retail	(.05)(90) =5	(0.9)(90) =81	(0.8)(90)=72
Restaurant	(0.1)(200)=20	(0.7)(200) =140	(1.0)(200)=200
Total	33	371	302

Weekend			
Time of Day			
12mid-8am	8am - 6pm		6pm-12mid
Office	(.05)(150)=8	(.05)(150)=8	(.05)(150)=8
Retail	(.05)(90)=5	(1.0)(90)=90	(0.7)(90)=63
Restaurant	(0.2)(200)=40	(0.7)(200)=140	(1.0)(200)=200
Total	53	238	271

   g. Solution to example calculation:

      371 spaces required, i.e., the highest total for any time period both weekday and weekend (Allows a 16 percent savings from 440 spaces). The categories of shared parking attributable to each use are identified in **Table XIII-4**.

Table XIII-4: Uses within Each Shared Parking Category

PERMITTED USE	SHARED PARKING CATEGORY[3]
INSTITUTIONAL	
Business School	Not Eligible
Religious Assembly	Not Eligible
College, University, or Seminary	Not Eligible
Community Center	Not Eligible
Day Care Center	Not Eligible
Government Administration and Civic Buildings	Institutional (non-church)
Hospital	Institutional (non-church)
Library	Institutional (non-church)
Medical Clinic or Ambulatory Surgical Center	Institutional (non-church)
Museum or Art Gallery	Institutional (non-church)
Public or Private School	Not Eligible

PERMITTED USE	SHARED PARKING CATEGORY[3]
OFFICES	
Offices	Office
RECREATION AND ENTERTAINMENT	
Park, Playground, or Golf Course	Not Eligible
Private Club, Lodge, or Fraternal Organization	Institutional (non-church)
Recreation and Entertainment, Indoor	Entertainment
RESIDENTIAL AND LODGING	
Hotel, Boutique	Hotel
Hotel, Full Service	Hotel or Conference/Meeting Room (As Applicable)
Single Family (Attached)	Not Eligible

Single Family (Detached)	Not Eligible
RETAIL AND PERSONAL SERVICE	
Bar	Entertainment
Antique Shop	Retail
Car Wash	Not Eligible
Catering Service	Retail
General Personal Services (Cleaning, Laundry)	Retail
General Personal Services (Copy Center)	Retail
Custom and Craft Work	Retail
Farmers Market	Retail
PERMITTED USE	**SHARED PARKING CATEGORY[3]**
Gasoline Sales	Not Eligible
General Retail Store, Other Than Listed	Retail
Commercial	Retail
Nursery, Garden Shop, or Plant Sales	Retail
Open Air Vending	Not Eligible
Personal Services	Retail
Restaurant	Restaurant
Veterinary Clinic	Retail
TEMPORARY	
Temporary Asphalt or Concrete Batch Plant	Not Eligible
Temporary Carnival, Circus, or Amusement Ride	Not Eligible
Temporary Construction Field Office	Not Eligible
Temporary Construction Storage Yard	Not Eligible
Temporary Outdoor Sales	Not Eligible
Temporary Residential	Not Eligible
Electric Utility Substation	Not Eligible
Utility Lines, Towers, or Metering Station	Not Eligible

Wireless Telecommunication Facilities (Including Radio, Television, or Microwave Tower)	Not Eligible
WHOLESALE, DISTRIBUTION, AND STORAGE	
Distribution Center	Not Eligible

[3] Uses identified as "other" are not permitted to have reduced parking requirements through a shared parking arrangement (i.e., they are deemed to have a 100 percent occupancy).

5. Master Parking Plan.

a. Applicability.

Notwithstanding anything to the contrary in this subsection, only uses that utilize off-premise or shared parking are required to demonstrate parking requirements through a master parking plan.

b. Initial Master Parking Plan.

Prior to the issuance of the first building permit to construct new floor area served by off-premise or shared parking, an initial master parking plan shall be provided to the Director.

c. Periodic Updated Master Parking Plans Required.

Except as otherwise provided below, the initial master parking plan shall be updated, and an updated plan submitted to the Director, prior to any of the following:

1) Issuance of any subsequent building permits to construct new floor area served by off-premise or shared parking;

2) Issuance of a demolition permit to demolish existing floor area served by off-premise or shared parking;

3) Issuance of a certificate of occupancy that allows a new use or changes an existing use served by off-premise or shared parking; and

4) Making any change to a mixed use building that increases or decreases the existing parking requirement if that building is served by off-premise or shared parking, regardless of whether such change requires a building permit or certificate of occupancy.

d. Contents of Master Parking Plan.

Both the initial and updated master parking plans shall contain the following information:

1) A tabulation box that includes the basis for the calculation of the parking requirement (e.g., amount of floor area; number of dwelling units, guest rooms, or beds) for each existing and proposed use served by off-premise or shared parking, and the resulting calculation of the parking requirement for such uses;

2) The general location4 of all required parking identified under the preceding paragraph (the boundaries of the parking area and the total number of spaces within such area shall suffice); and

3) Identification of the particular parking spaces devoted to each mixed use building containing a residential use for the purpose of confirming such parking spaces are within the required distances from the uses they serve. Only the parking spaces devoted to the residential portion must be identified.

[4] It is not necessary to show each individual parking space. The outline of the parking lot, or the footprint of the parking garage, along with a notation regarding the number of parking spaces in such lot or garage, is sufficient.

XIII. Off-Street Loading for Non-Residential Uses.

Off-street loading facilities may be accessed from a street or a private service drive, or may consist of a berth within a structure. Off-street loading facilities shall be screened in accordance with the applicable provisions of this PD. On-street loading is permitted in designated loading zones.

XIV. Signs.

Signs and sign variances shall comply with the regulations and procedures provided in the Code of Ordinances.

XV. Open Space.

A. The requirements of this article are intended to help promote the continuity and expansion of publicly accessible open space and trails; protect and enhance the environmental values of the surrounding open space; and ensure that publicly accessible open space is preserved in perpetuity.

B. Parks and open space areas shall be designated on approved plats for the Property and shall generally comply with the Preliminary Park and Open Space Master Plan attached as **Exhibit I**.

C. A Final Park and Open Space Master Plan generally consistent with the Preliminary Park and Open Space Master Plan shall be submitted to the City prior to submittal of a preliminary plat for any portion of the Property.

D. The developer shall provide areas large enough to accommodate the open space amenities required in this Section.

E. Open space amenities shall be provided as follows:

1. The developer shall, at a minimum, construct the following amenities within open space by the time the Building Inspector approves the final inspection or the certificate of occupancy for the 700th dwelling unit located outside Town Center areas as shown on the Master Plan:

    a. One recreational facility (may be an amenity center).

    b. A swimming pool complex.

    c. Three play structures (such as climbers, jungle gyms, spinners, or hangers).

    d. One shade structure for each active park.

    e. Two park benches for each active park.

    f. Three dog clean-up stations.

    g. Fencing for each pocket park.

    h. Community Dog park.

    i. Shared use with the School play yard.

    j. Water Fountains at major parks.

    k. Pocket park.

    l. Gas Barbeque grills in amenity center; and

    m. Park signage.

2. Similar Amenities Allowed.

    Open space amenities not specifically listed above, but of a similar type and nature to those listed above, are permitted as determined by the Director.

F. The developer shall use non-potable water whenever possible to irrigate open spaces and parks. The developer will install an irrigation system for all open spaces.

G. Open space areas shall be landscaped with one tree that is a minimum of three inches in caliper for every 35 feet of street frontage or fraction thereof. Trees may be planted in clusters to create a natural appearance. Where feasible, the developer shall transplant native trees from areas scheduled for developmental impact to open space areas and parks within the Property.

H. Ownership and maintenance of public open space areas shall be in accordance with the Spradley Farms Municipal Management District Operating Agreement and all applicable State law. Private open space shall be maintained by a property owner's association or other appropriate entity not including the City.

I. A minimum of 100 acres of the Property shall be provided as open space open to the public at such time as the Spradley Farms Municipal Management District finds that the open space area is ready to be open to the public.

XVI. Recreational and Social Amenities.

A. Prior to the approval of the final inspection for the 500th single family residence on the Property, an amenity center shall be constructed on the Property.

B. The amenity center shall have the following amenities and shall be open to residents and their guests:

1. Restroom facilities;

2. Meeting room;

3. A swimming pool;

4. Group recreational equipment;

5. A playground; and

6. An outdoor community gathering space.

C. In order to promote a sense of community, social programming by the homeowner's association is an important part of the vision of this master planned community and strongly encouraged. This programming is intended to create and support interaction between families, neighbors, neighborhoods and villages within this PD. Functions and events may include, but are not limited to, items such as the following:

1. Clubhouse/Pool Activities and Events:

   Dance classes, ballet classes, karate classes, fitness classes, scrap booking, book clubs, cooking classes, wine tasting, New Year's celebrations, bunko night, poker night, kid's story time, casino nights, super bowl parties, Valentine's Day moms' night out, March madness, Easter Parade, Memorial Day pool opening, 4th of July event, Labor Day celebrations, Halloween events, Thanksgiving pot luck, meet and greet Santa, meet and greet your neighbors, and pancake socials.

2. Outdoor Activities:

   Bike races, horseshoes, tennis, sand volleyball, fishing tournaments, fly and reel, movies on the lake, fireworks, national night out (safety), astronomy, bird watching, nature tours and classes, summer camps (in conjunction with Boy Scouts, or Girl Scouts), nature hikes, fun runs, marathons, mom's stroller classes, and Barktoberfest (dog party).

3. Town Center Events:

Trade days, art and craft fairs, pottery, farmers market, WiFi in public areas, art competitions, sculpture contests, community parades, medieval fair, and musical and theatrical performances.

XVII. Street Amenity Design Package.

A. The following street amenities will be provided in Town Center areas shown on the Master Plan: pedestrian street lamps, bike racks, litter containers, and street seating. Such amenities shall be installed concurrently with required landscaping. Street amenities are not required within 100 feet of a platted single family attached or detached residential lot line.

B. A street amenity design package shall be submitted along with the development plan for the portion of the Property being developed. The design package shall, at a minimum, include designs for pedestrian street amenities that are consistent with accepted urban design principles and compatible with the theme or architecture of the development depicted in the development plan application. The design package shall indicate the general location of street amenities proposed on or adjacent to the portion of the Property that is the subject of the development plan, and future development plans shall also show the proposed locations of street amenities.

XVIII. Street Sections.

Streets must be provided in accordance with the proposed street Sections shown on **Exhibit J**; however, this PD shall not be construed to modify the City's standard minimum requirements for street construction and the dedication of public right-of-way.

XIX. Pedestrian and Street Lighting Standards.

Street lighting and pedestrian lighting shall be provided in accordance with **Exhibit K**.

EXHIBIT F

BUILDING SETBACK, AREA, AND BULK REQUIREMENTS FOR RESIDENTIAL

Residential Type	Example of Residential Type	Minimum Lot Area (SF)	Minimum Lot Width	Minimum Lot Depth	Maximum Number of Stories	Garage Orientation	Density Range (number of units per acre)	Minimum Front Yard Setback (ft)	Min. Interior Side Yard Setback (ft)	Min. Corner Side Yard Setback (ft)	Minimum Rear Yard Setback (ft)	Maximum Lot Coverage (%)	Min. Dwelling Unit Size (sf)	Special Conditions
SF-A	Single Family Attached	1,540	22'	70'	3	Alley	20-25	16	0'	15	5	80%	1,100	Attached Garage Product
SF-D	Single Family Detached	1,540	22'	70'	3	Alley	20-25	16	0'	15	5	80%	1,100	Detached Garage Product
SF-D	Single Family Detached	1,760	22'	80'	3	Alley	16-24	16	0'	15	5	80%	1,100	Detached Garage Product
SF-A	Single Family Attached	1,980	30'	66'	3	Alley/Mews	8-13	3	3	15	5	80%	1,200	
SF-D	Single Family Detached	1,980	30'	66'	3	Alley/Mews	8-13	3	5	15	5	80%	1,200	
SF-A	Single Family Attached	2,178	33'	66'	3	Alley	8-13	13	5	15	5	80%	1,200	
SF-D	Single Family Detached	2,178	33'	66'	3	Alley/Mews	8-13	13	3	15	5	80%	1,200	
SF-A	Single Family Attached	3,150	35'	90'	3	Alley	8-13	19	5	15	5	80%	1,250	
SF-D	Single Family Detached	3,150	35'	90'	3	Alley	8-13	19	3	15	5	80%	1,250	
SF-A	Single Family Attached	4,000	40'	100'	3	Alley	7-9	20	5	15	5	80%	1,600	
SF-D	Single Family Detached	4,000	40'	100'	3	Alley	7-9	20	3	15	5	80%	1,600	
SF-A	Single Family Attached	4,500	45'	100'	3	Alley/Mews	7-9	3	5	15	5	80%	1,600	
SF-D	Single Family Detached	4,500	45'	100'	3	Alley/Mews	7-9	3	5	15	5	80%	1,600	
SF-A	Single Family Attached	4,500	45'	100'	3	Alley	7-9	13	5	15	5	80%	1,600	

Residential Type	Example of Residential Type	Minimum Lot Area (SF)	Minimum Lot Width	Minimum Lot Depth	Maximum Number of Stories	Garage Orientation	Density Range (number of units per acre)	Minimum Front Yard Setback (ft)	Min. Interior Side Yard Setback (ft)	Min. Corner Side Yard Setback (ft)	Minimum Rear Yard Setback (ft)	Maximum Lot Coverage (%)	Min. Dwelling Unit Size (sf)	Special Conditions
SF-D	Single Family Detached	4,500	45'	100'	3	Alley	7-9	13	3	15	5	80%	1,600	
SF-A	Single Family Attached	5,000	50'	100'	3	Front, Side or Alley/Mews	9-10	15	5	15	5	80%	2,000	
SF-D	Single Family Detached	5,000	50'	100'	3	Front, Side or Alley/Mews	9-10	15	5	15	5	80%	2,000	
SF-A	Single Family Attached	5,500	55'	100'	3	Front or Side	5-9	20	10	15	5	75%	2,500	
SF-D	Single Family Detached	5,500	55'	100'	3	Front or Side	5-9	20	5	15	5	75%	2,500	
SF-A	Single Family Attached	6,500	65'	100'	3	Front, Alley or Side	4-6	20	5	15	5	75%	3,000	
SF-D	Single Family Detached	6,500	65'	100'	3	Front, Alley or Side	4-6	20	5	15	5	75%	3,000	
SF-A	Single Family Attached	7,500	75'	100'	3	Front, Alley or Side	4-6	20	5	15	5	75%	3,000	
SF-D	Single Family Detached	7,500	75'	100'	3	Front, Alley or Side	4-6	20	5	15	5	75%	3,000	
SF-A	Single Family Attached	10,400	80'	130'	3	Front, Alley or Side	3-5	24	7.5	15	5	75%	3,500	
SF-D	Single Family Detached	10,400	80'	130'	3	Front, Alley or Side	3-5	24	7.5	15	5	75%	3,500	

LEGEND (Residential Type) SF-A = Single Family Attached. SF-D = Single Family Detached.

NOTES: Front and corner setbacks are measured form back of the curb or property line.

EXHIBIT G

LANDSCAPING

Residential Landscaping Requirements					
Residential Type	**Single Family - Detached 70' LFF[3] and above**	**Single Family - Detached 60' to 69' LFF**	**Single Family - Detached 40' to 59' LFF**	**Single Family - Detached 30' to 39' LFF**	**Single Family - Attached**
Minimum Number and Size of Trees[1]	One 3-inch caliper tree per 30 feet of street frontage or fraction thereof	Two 3-inch caliper tree per lot	Two 3-inch caliper tree per lot	Two 3-inch caliper tree per lot	One 3-inch caliper tree per 30 feet of street frontage or fraction thereof
15 Gallon Shrubs	5	3	2	2	1
7 Gallon Shrubs	8	5	3	3	3
5 Gallon Shrubs	20	12	10	10	10
1 Gallon Shrubs	30	15	10	10	10
Minimum Public Walkway Width	5 feet	5 feet	5 feet	5 feet	5 feet
Minimum Private Walkway Width[2]	5 feet	4 feet	4 feet	4 feet	4 feet
Lawn	Fully Sodded				
Irrigation	All landscaping other than trees shall be irrigated with automatic irrigation systems that include rain and freeze sensors.				
Drip Irrigation	All trees must be irrigated using drip irrigation.				

[1] Trees shall be planted in the parkway and may be spaced 20 to 50 feet apart. On corner lots, street trees are required every 30 feet of street frontage, on front and side.

[2] Intended to connect the residential structure to the public walkway along the street. Requires a stone or brick edge, and finish must be either washed aggregate or colored concrete.

[3] LFF = Linear Front Feet.

EXHIBIT H

TREE PRESERVATION AREA

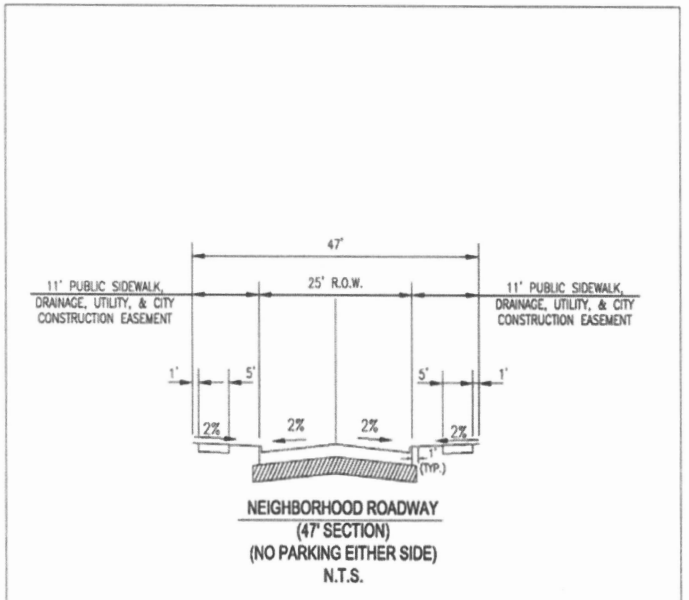
EXHIBIT I

PRELIMINARY PARK AND OPEN SPACE MASTER PLAN

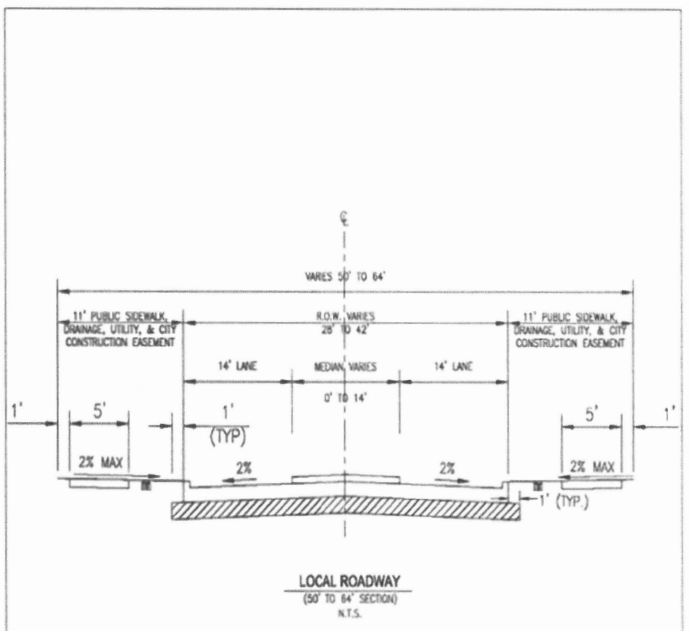
EXHIBIT J

STREET SECTION TABLE

LOCAL AND NEIGHBORHOOD ROADWAY SECTION



NEIGHBORHOOD ROADWAY
(47' SECTION)
(NO PARKING EITHER SIDE)
N.T.S.

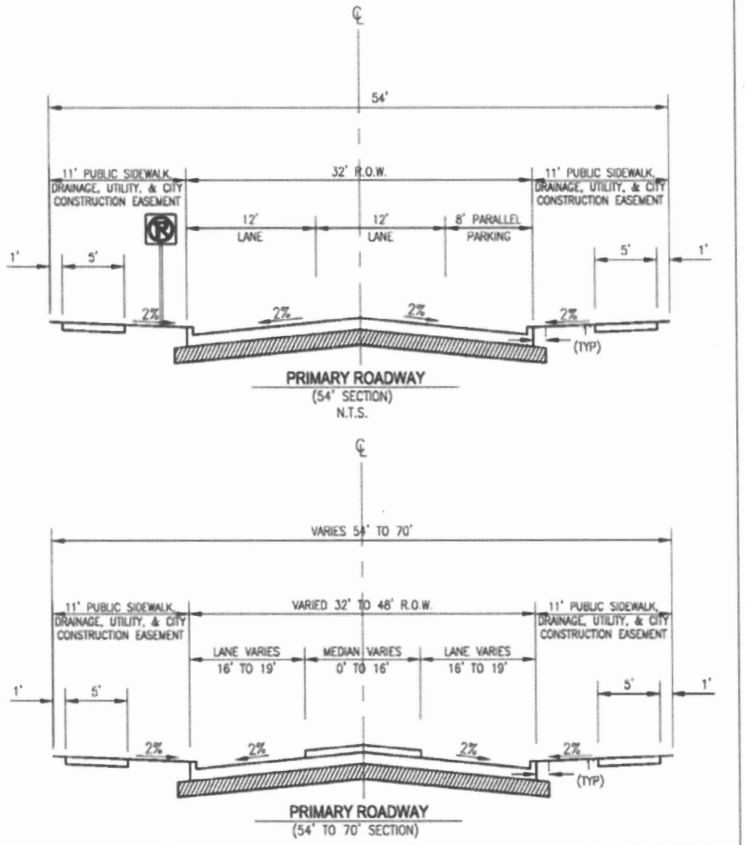


LOCAL ROADWAY
(50' TO 64' SECTION)
N.T.S.

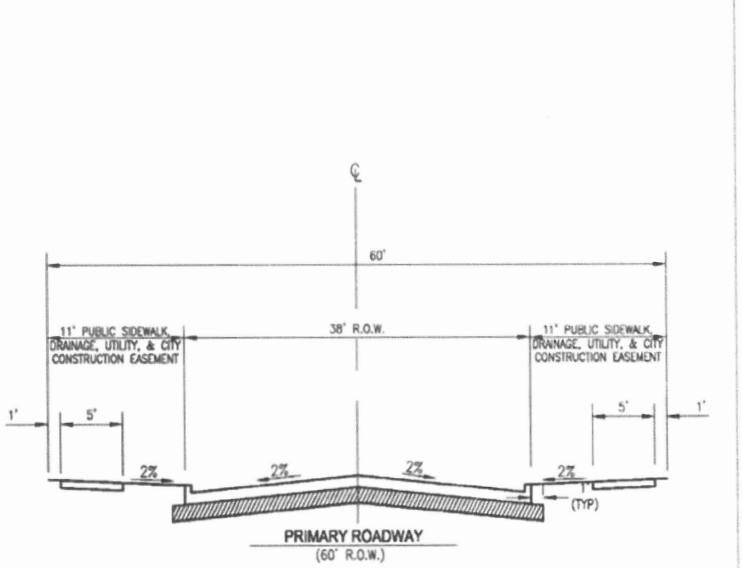
Graham Associates, Inc. CONSULTING ENGINEERS & PLANNERS 600 SIX FLAGS DRIVE, SUITE 500 ARLINGTON, TEXAS 76011 (817) 640-8535 TBPE FIRM: F-1191/TBPLS FIRM: 101536-00	NEIGHBORHOOD ROADWAY (47' SECTION)
DRAWN BY: GAI	DATE: 02/11/2016
PROJECT NO.: 2345	SHEET 1 OF 10

Graham Associates, Inc. CONSULTING ENGINEERS & PLANNERS 600 SIX FLAGS DRIVE, SUITE 500 ARLINGTON, TEXAS 76011 (817) 640-8535 TBPE FIRM: F-1191/TBPLS FIRM: 101536-00	LOCAL ROADWAY (50' TO 64' SECTION)
DRAWN BY: GAI	DATE: 02/11/2016
PROJECT NO.: 2345	SHEET 2 OF 10

PRIMARY ROADWAY SECTION

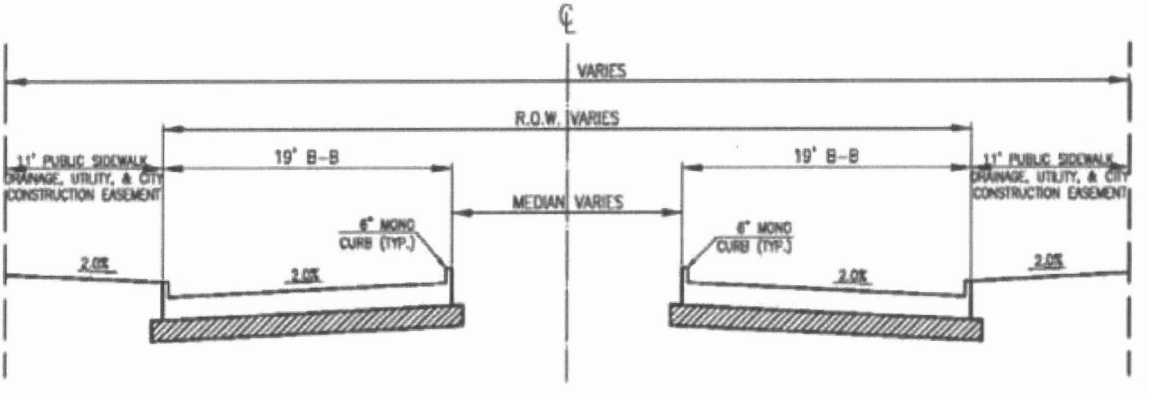


Graham Associates, Inc. CONSULTING ENGINEERS & PLANNERS 600 SIX FLAGS DRIVE, SUITE 500 ARLINGTON, TEXAS 76011 (817) 640-8535 TBPE FIRM: F-1191/TBPLS FIRM: 101538-00	PRIMARY ROADWAY (VARIES 54' TO 70' SECTION)
DRAWN BY: GAI	DATE: 02/11/2016
PROJECT NO.: 2345	SHEET 3 OF 10



Graham Associates, Inc. CONSULTING ENGINEERS & PLANNERS 600 SIX FLAGS DRIVE, SUITE 500 ARLINGTON, TEXAS 76011 (817) 640-8535 TBPE FIRM: F-1191/TBPLS FIRM: 101538-00	PRIMARY UNDIVIDED ROADWAY (VARIES 54' TO 60' R.O.W.)
DRAWN BY: GAI	DATE: 02/11/2016
PROJECT NO.: 2345	SHEET 4 OF 10

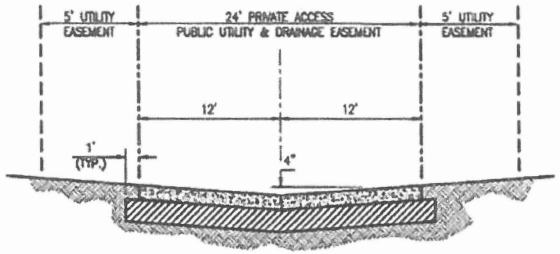
ONE WAY ROADWAY AT OPEN SPACE SECTION



ONE WAY AT OPEN SPACE
(R.O.W. VARIES)
N.T.S.

	Graham Associates, Inc. CONSULTING ENGINEERS & PLANNERS 600 SIX FLAGS DRIVE, SUITE 500 ARLINGTON, TEXAS 76011 (817) 640-8535 TBPE FIRM: F-1191/TBPLS FIRM: 101536-00	ONE WAY AT OPEN SPACE (R.O.W. VARIES)
DRAWN BY: GAI	DATE: 02/11/2016	
PROJECT NO.: 2345	SHEET 5 OF 10	

ALLEY SECTIONS

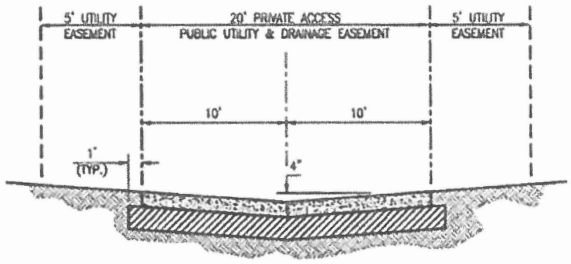


24' ALLEY
(FIRE LANE)
N.T.S.

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101638-00

24' ALLEY

DRAWN BY: GAI | DATE: 04/21/2016
PROJECT NO.: 2345 | SHEET 8 OF 10



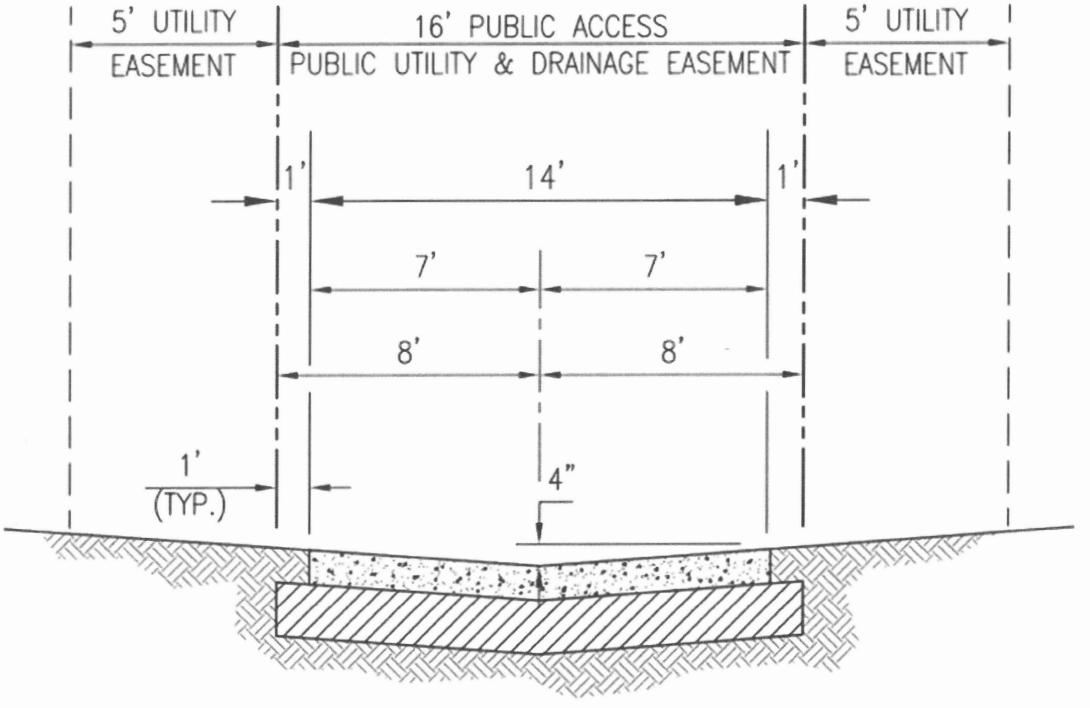
20' ALLEY
(ALTERNATE APPROVED FIRE LANE)
N.T.S.

NOTE: EDGE OF ALLEY TO BE STRIPED
FIRE LANE PER CITY STANDARD

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101638-00

20' ALLEY

DRAWN BY: GAI | DATE: 04/21/2016
PROJECT NO.: 2345 | SHEET 9 OF 10



16' ALLEY
N.T.S.

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

16' ALLEY

DRAWN BY: GAI
DATE: 08/19/2019

PROJECT NO.: 2760-1006
SHEET 10 OF 10

EXHIBIT K

PEDESTRIAN AND STREET LIGHTING STANDARDS

	INDIVIDUAL STREET LIGHT	INDIVIDUAL PEDESTRIAN LIGHT	COMBINATION POLE FOR STREET & PEDESTRIAL LIGHT	PEDESTRIAN LIGHTING IN PARKS
Applicability	For boulevards, street lighting shall be provided within the medians	For boulevards, pedestrian lighting shall be provided along sidewalks	For non-boulevards, combination pedestrian and street light poles shall be provided along sidewalks	For public parks, pedestrian lighting shall be provided along trails and on bridges
Maximum Illumination Level (Foot-candle)	Per IESNA[3] Standards	Per IESNA[3] Standards	Per IESNA[3] Standards	Per IESNA[3] Standards
Average Pole Height (Measured Along a Street within the Property)[1]	40 feet	12 feet	20 feet for street lights and 12 feet for pedestrian lights	12 feet
Average Spacing[2]	180 feet	90 feet	90 feet	90 feet
Location Criteria	Centered in the median. Refer to the Standard Specification for Street Lighting, Department of Public Works & Transportation	Al least four feet from back of curb. Centered between street trees. Average one light every 15 feet on center	At least four feet from back of curb. Centered between street trees. Average one light every 15 feet on center.	A maximum of one foot off the edge of a trail.
Pole / Post Specification	None	Capacity to accommodate vertical banner signs (twin banner arm) required	Capacity to accommodate vertical banner signs (twin banner arm) required	None
Light Source	Type (HPS) and wattage to be determined by Photometric Mapping / Study. Luminaire shall meet cutoff classification and prevent unwanted light from spilling onto neighboring property. Lighting design shall meet IESNA's recommendations as to uniformity and glare control.			

[1]A lower average pole height may be approved by the Director of Public Works upon a finding that the lower height will provide adequate lighting.

[2]Different spacing may be approved by the Director of Public Works upon a finding that the alternative spacing will provide adequate lighting.

[3]Illuminating Engineering Society of North America

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