

RESOLUTION NO. 34-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A THIRD AMENDMENT TO THE IRON HORSE DEVELOPMENT AGREEMENT TO (i) AMEND CERTAIN DEFINITIONS; (ii) AMEND SECTION 2.02(a) “PROJECT OVERVIEW – IRON HORSE DEVELOPMENT”; (iii) AMEND SECTION 6.04(a) “ZONING OF THE PROPERTY”; AND (iv) AMEND AND REPLACE EXHIBIT C, “CONCEPT PLAN,” EXHIBIT I “DEVELOPMENT STANDARDS,” AND EXHIBIT K “FENCING PLAN,” TO ALLOW AN AMENITY CENTER AND A CONVENIENCE STORE WITH FUEL SALES, TO MODIFY THE SCREENING WALL REQUIREMENTS, AND TO PROVIDE THAT THE DEVELOPMENT OF THE PROPERTY COMMONLY REFERRED TO AS “IRON HORSE VILLAGE” AND BEING GENERALLY LOCATED NORTH OF RODEO DRIVE, SOUTH OF SCYENE ROAD (ALSO KNOWN AS STATE HIGHWAY 352), EAST OF STADIUM DRIVE AND WEST OF RODEO CENTER BOULEVARD WITHIN THE CORPORATE LIMITS OF THE CITY OF MESQUITE IN DALLAS COUNTY, TEXAS, SHALL BE IN COMPLIANCE WITH THE CONCEPT PLAN AND DEVELOPMENT STANDARDS, AS AMENDED.

WHEREAS, on November 19, 2018, the City Council of the City of Mesquite, Texas (“**City Council**”), adopted Resolution No. 69-2018, approving a Development Agreement effective November 19, 2018, between the City of Mesquite, Texas (the “**City**”), and MM Mesquite 50, LLC, regarding the development of certain real property within the Iron Horse Public Improvement District created by the City on February 4, 2019, by Resolution No. 15-2019 (the “**PID**”) and being generally located north of Rodeo Drive, south of Scyene Road (also known as State Highway 352), east of Stadium Drive and west of Rodeo Center Boulevard within the corporate limits of the City of Mesquite in Dallas County, Texas (the “**Agreement**”); and

WHEREAS, on March 18, 2019, the City Council adopted Resolution No. 26-2019, approving the First Amendment to the Agreement which amended the definition of “Public Improvement Financing Date,” to extend the date for the City to approve a bond purchase agreement and sell PID bonds to July 1, 2019; and

WHEREAS, on June 3, 2019, the City Council adopted Resolution No. 45-2019, approving the Second Amendment to the Agreement which amended Section 3.03 “Distribution of PID Bond Proceeds”; and

WHEREAS, the City Council has been presented with a Third Amendment to the Agreement (“**Third Amendment**”) (i) amending certain definitions; (ii) amending Section 2.02(a) “Project Overview – Iron Horse Development”; (iii) amending Section 6.04(a) “Zoning of the Property”; and (iv) amending and replacing Exhibit C “Concept Plan,” Exhibit I “Development Standards,” and Exhibit K “Fencing Plan,” to allow an amenity center and a convenience store

with fuel sales, to modify the screening wall requirements, and to provide that the property more particularly described in the Agreement shall be developed in compliance with the Concept Plan and the Development Standards, as amended, a true and correct copy of such Third Amendment being attached hereto as Exhibit A and made a part hereof for all purposes; and

WHEREAS, the City Council is of the opinion that the Third Amendment 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 statements, facts, findings and recitals set forth above are hereby found and declared to be true and correct and are incorporated into this resolution and adopted as part of this resolution for all purposes.

SECTION 2. That the City Council hereby approves the Third Amendment and authorizes the City Manager to finalize and execute the Third Amendment.


SECTION 3. That this resolution shall take effect immediately upon passage of this resolution.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 17th day of August 2020.



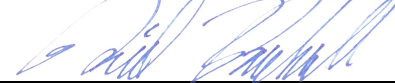
Bruce Archer
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:



David L. Paschall
City Attorney

EXHIBIT A

THIRD AMENDMENT TO IRON HORSE DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MESQUITE, TEXAS, AND
MM MESQUITE 50, LLC

THIRD AMENDMENT TO IRON HORSE DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO IRON HORSE DEVELOPMENT AGREEMENT (this “**Third Amendment**”) is made by and between the **City of Mesquite, Texas**, a Texas home-rule municipality (the “**City**”) and **MM Mesquite 50, LLC**, a Texas limited liability company (the “**Developer**”) to be effective August 3, 2020 (the “**Effective Date**”).

RECITALS:

WHEREAS, the City and Developer are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”; and

WHEREAS, the City and the Developer entered into that certain Iron Horse Development Agreement dated effective November 19, 2018, recorded as Document No. 201800326576, Official Public Records, Dallas, County, Texas (the “**Original Agreement**”), as amended by: (i) that certain First Amendment to Iron Horse Development Agreement between the City and the Developer dated effective March 18, 2019, recorded as Document No. 202000007638, Official Public Records, Dallas County, Texas (the “**First Amendment**”); and (ii) that certain Second Amendment to Iron Horse Development Agreement between the City and the Developer dated effective May 20, 2019, approved by the City Council pursuant to Resolution No. 45-2019 on June 3, 2019 (the “**Second Amendment**”) (the Original Agreement, as amended by the First Amendment and the Second Amendment, being hereinafter collectively referred to as the “**Agreement**”) relating to the development of certain real property within the Iron Horse Public Improvement District created by the City on February 4, 2019 by Resolution No. 15-2019; and

WHEREAS, the recitals contained in this Third Amendment: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Third Amendment; and (c) reflect the final intent of the Parties with regard to the subject matter of this Third Amendment; and

WHEREAS, the Parties acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Agreement remain in full force and effect; and

WHEREAS, the City Council passed and approved: (i) the Original Agreement on November 19, 2018; (ii) the First Amendment on March 18, 2019; and (iii) the Second Amendment on June 3, 2019; and

WHEREAS, the Parties desire to amend the Agreement to (i) allow an amenity center; (ii) allow a convenience store with fuel sales; (iii) modify the screening wall requirements; and (iv) provide that the development and use of the Property shall be in compliance with the Concept Plan attached as Exhibit “C” to this Third Amendment and the Development Standards attached as Exhibit “I” to this Third Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Third Amendment, and for good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

1. Defined Terms. All capitalized terms used in this Third Amendment, to the extent not otherwise expressly defined herein, shall have the meanings ascribed to them in the Agreement.

2. Amendment to Third Whereas Paragraph in the Agreement. The third whereas paragraph in the Agreement shall be replaced with the following language:

“WHEREAS, it is intended that the Property will be developed by the Developer as a mixed use development containing retail, restaurant, office and residential components, and other associated uses, in accordance with the applicable City Regulations and PD No. 4595, as amended by Ordinance No. 4799 approved by the City Council on August 3, 2020, governing the Property (the “Project”); and”

3. Amendment to Certain Definitions in the Agreement. The definitions of Concept Plan, Development Standards, General Retail Tracts, Iron Horse Development, PD No. 4595 and PD in the Agreement shall be replaced with the following definitions:

“Concept Plan” shall collectively mean all of the conceptual drawings of the Iron Horse Development set forth on pages 1, 2 and 3 of Exhibit C.”

“Development Standards” means those development standards set forth in PD No. 4595, as amended by Ordinance No. 4799 approved by the City Council on August 3, 2020, and in Exhibit I attached hereto.”

“General Retail Tracts” means those portions of the Property with light commercial uses, office uses and general retail uses; as such uses are defined in PD No. 4595, as amended by Ordinance No. 4799 approved by the City Council on August 3, 2020, and as depicted on the Concept Plan attached hereto as Exhibit C.”

“Iron Horse Development” means that mixed use development to be developed and constructed on the property within the PID pursuant to Applicable Law, PD No. 4595, as amended by Ordinance No 4799 approved by the City Council on August 3, 2020, the Development Standards, and other applicable zoning.”

“PD No. 4595” or “PD” means the Planned Development Zoning District No. 4595 approved by the City Council on September 4, 2018, as amended by Ordinance No. 4799 approved by the City Council on August 3, 2020, and as hereafter amended.”

4. Amendment to Section 2.02(a) of the Agreement. The Agreement shall be amended to add an amenity center and a convenience store with fuel sales as additional elements of the Iron Horse Development and accordingly, Section 2.02(a) of the Agreement shall be amended to add the following as subsections (vi) and (vii):

“(vi) an amenity center; and

(vii) subject to Section 6.04(i), a convenience store with fuel sales on Tract 1D as shown on the Concept Plan.”

5. Amendment to Section 6.04(a) of the Agreement. Section 6.04(a) of the Agreement shall be replaced with the following language:

“(a) Currently the Property is zoned Planned Development-Light Commercial and Planned Development-Residential per Ordinance No. 4595 approved by the City Council on September 4, 2018, as amended by Ordinance No. 4799 approved by the City Council on August 3, 2020. The Developer shall develop the Property consistent with Ordinance No. 4595, as amended by Ordinance No. 4799 and the Development Standards attached as Exhibit I.”

6. Amendment to Section 6.04 of the Agreement. Section 6.04 of the Agreement shall be amended to add the following as subsection (i):

“(i) The initial certificate of occupancy shall not be issued for a convenience store with fuel sales on Tract 1D until a certificate of occupancy is first issued for a fast casual restaurant, with or without drive through, on Tract 1D. Other than the foregoing contingency, there shall be no further contingencies or conditions to the continued permitted operation of the convenience store with fuel sales on Tract 1D, subject to City Regulations and Applicable Laws.”

7. Amendment to Exhibit C. The Agreement shall be amended by deleting the Exhibit C attached to the Agreement and replacing it with the Exhibit C attached to this Third Amendment. Accordingly, as of the Effective Date of this Third Amendment, each reference in the Agreement to the Concept Plan and to Exhibit C shall refer to the conceptual drawings of the Iron Horse Development set forth on pages 1, 2 and 3 of Exhibit C attached hereto and made a part hereof for all purposes.

8. Amendment to Exhibit I. The Agreement shall be amended by deleting the Exhibit I attached to the Agreement and replacing it with the Exhibit I attached to this Third Amendment. Accordingly, as of the Effective Date of this Third Amendment, each reference in the Agreement to the Development Standards and to Exhibit I shall refer to the Development Standards set forth in Exhibit I attached hereto and made a part hereof for all purposes.

9. Amendment to Exhibit K. The Agreement shall be amended by deleting the Exhibit K attached to the Agreement and replacing it with the Exhibit K attached to this Third Amendment. Accordingly, as of the Effective Date of this Third Amendment, each reference in the Agreement to fencing and landscape screening requirements including, without limitation, in Section 11.02 of the Agreement, shall refer to the fencing and landscape screening requirements on Exhibit K attached hereto and made a part hereof for all purposes.

10. Second Amendment. Notwithstanding anything that may be contained in the Second Amendment, the City and Developer agree the Second Amendment shall not affect any rights, obligations, or otherwise impact the development, use, or operation of Tract 1D as depicted on the Concept Plan and being a portion of the Developer Property, as defined and more particularly described in the Agreement.

11. Miscellaneous.

(a) This Third Amendment amends the Agreement in no other manner except as expressly set forth herein. Except as amended herein, the terms, provisions, agreements, covenants and conditions of the Agreement shall continue in full force and effect. In the event of a conflict

between this Third Amendment and the Agreement, the terms of this Third Amendment shall control.

(b) This Third Amendment, together with the Original Agreement, as amended by the First Amendment and the Second Amendment, shall constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this Third Amendment and the Agreement. This Third Amendment and the Agreement shall not be modified or amended except in writing signed by the Parties.

(c) This Third Amendment may be executed in one (1) or more counterparts, each of which when taken together shall constitute one and the same instrument.

(d) The City represents and warrants that the individual executing this Third Amendment on behalf of the City has been duly authorized to do so. Developer represents and warrants that this Third Amendment has been approved by appropriate action of Developer, and that the individual executing this Third Amendment on behalf of Developer has been duly authorized to do so.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the Effective Date.

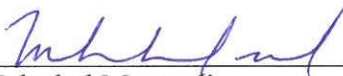
*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGES]*

DEVELOPER:

MM Mesquite 50, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

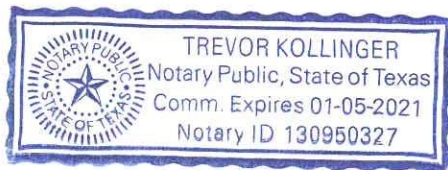
By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager


By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26 day of August 2020 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Mesquite 50, LLC, a Texas limited liability company on behalf of said company.

[SEAL]




Notary Public, State of Texas

CITY

CITY OF MESQUITE, TEXAS

ATTEST:

Sonja Land
Name: Sonja Land
Title: City Secretary

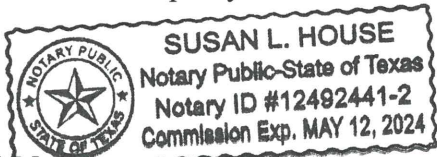
By: Cliff Keheley
Name: Cliff Keheley
Title: City Manager

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney or Designee

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 21st day of August 2020, by Cliff Keheley, City Manager of the City of Mesquite, Texas, a home-rule municipality, on behalf of said home-rule municipality.



[SEAL]

Susan L. House
Notary Public, State of Texas

EXHIBIT C

Concept Plan

[The Concept Plan attached hereto as Exhibit C will amend and replace the Concept Plan attached as Exhibit C to the Original Agreement]

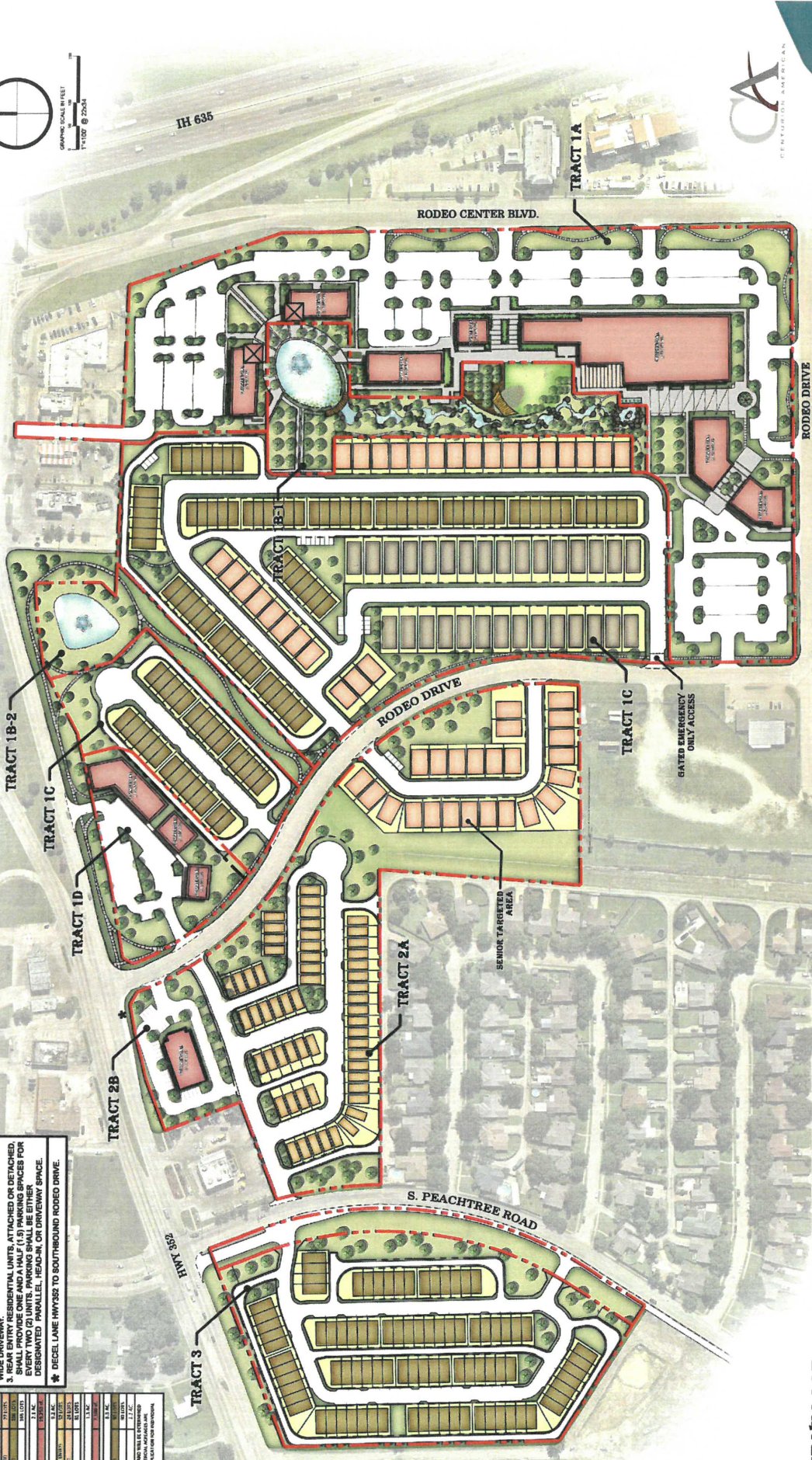


REQUIREMENTS FOR MAJOR TRANSPORTATION IMPROVEMENTS SHALL BE DICTATED BY THE DEVELOPER'S AGREEMENT

- RESIDENTIAL USE PARKING NOTES:
1. ALL RESIDENTIAL UNITS, ATTACHED OR DETACHED, SHALL PROVIDE TWO (2) GARAGE SPACES PER UNIT.
 2. OFF-STREET PARKING SPACES THROUGH USE OF A MINIMUM EIGHTEEN-FOOT (18') BY EIGHTEEN-FOOT (18') WIDE DRIVEWAY.
 3. RESIDENTIAL UNITS, ATTACHED OR DETACHED, SHALL PROVIDE ONE AND A HALF (1.5) PARKING SPACES FOR EVERY TWO (2) UNITS. PARKING SHALL BE EITHER DESIGNATED PARALLEL, HEAD-IN, OR DRIVEWAY SPACE.
- * DECEL LANE HWY325 TO SOUTHWIND RODEO DRIVE.

TRACT	LAND USE	AREA (AC)	RESIDENTIAL UNITS	OFF-STREET PARKING SPACES	DRIVEWAYS	REMARKS
TRACT 1A	RESIDENTIAL	18.12 AC	100	200	10	
TRACT 1B-1	RESIDENTIAL	18.12 AC	100	200	10	
TRACT 1B-2	RESIDENTIAL	18.12 AC	100	200	10	
TRACT 1C	RESIDENTIAL	18.12 AC	100	200	10	
TRACT 1D	RESIDENTIAL	18.12 AC	100	200	10	
TRACT 2A	RESIDENTIAL	18.12 AC	100	200	10	
TRACT 2B	RESIDENTIAL	18.12 AC	100	200	10	
TRACT 2C	RESIDENTIAL	18.12 AC	100	200	10	
TRACT 2D	RESIDENTIAL	18.12 AC	100	200	10	
TRACT 3	RESIDENTIAL	18.12 AC	100	200	10	

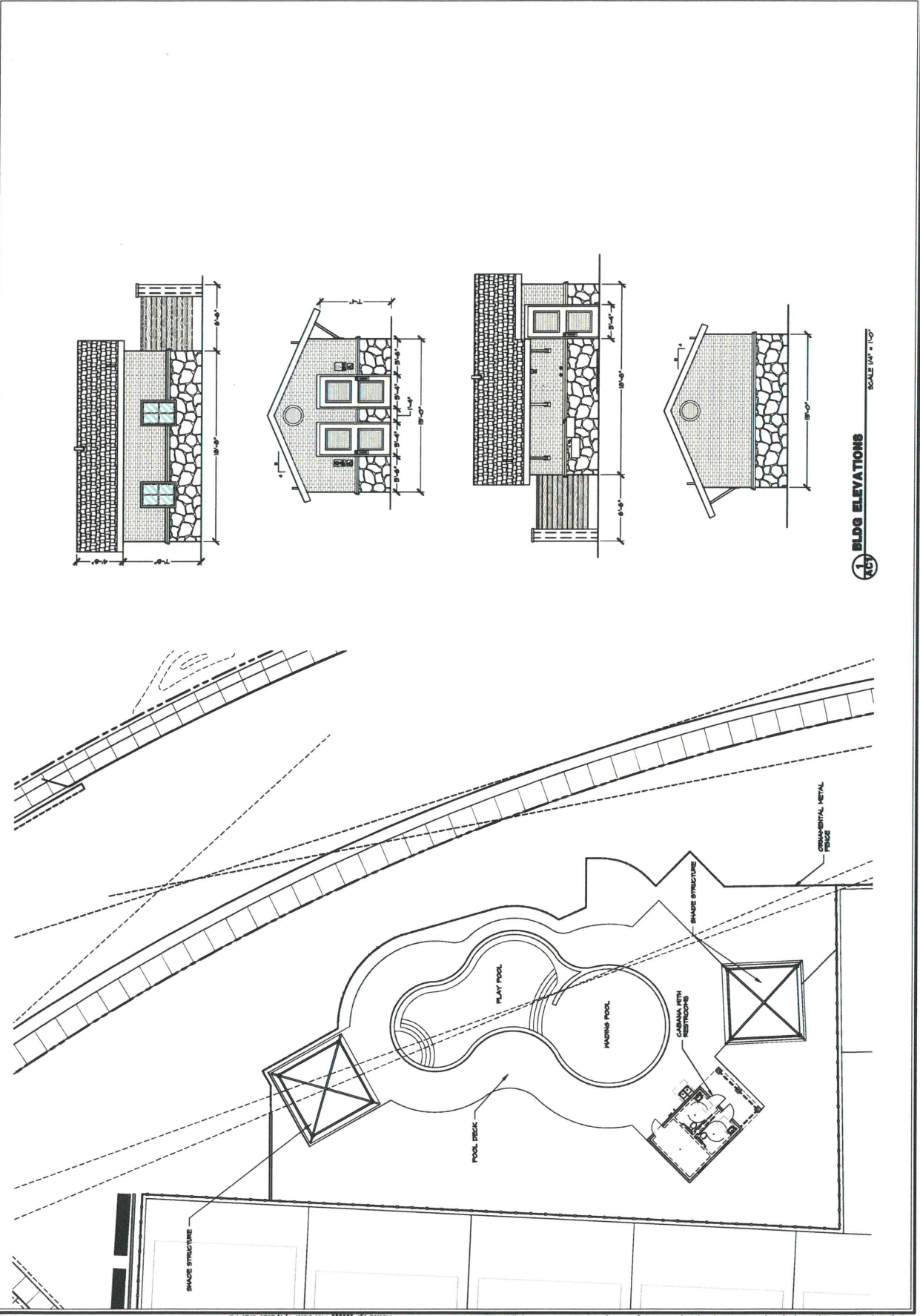
NOTES: TOTAL GARAGE AND OFF-STREET PARKING SPACES SHALL BE APPROXIMATELY 200 PER 100 RESIDENTIAL UNITS. DRIVEWAYS SHALL BE APPROXIMATELY 10 PER 100 RESIDENTIAL UNITS. DRIVEWAYS SHALL BE APPROXIMATELY 10 PER 100 RESIDENTIAL UNITS. DRIVEWAYS SHALL BE APPROXIMATELY 10 PER 100 RESIDENTIAL UNITS.



IRON HORSE VILLAGE
 CONCEPT PLAN
 Mesquite, Texas
 SEPTEMBER 2018

DATE: 09/18/2018
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: IRON HORSE VILLAGE
 SHEET: EXHIBIT C - CONCEPT PLAN

<p>Studio 13 Design Group, PLLC 1313 West Loop, Suite 1000 Dallas, Texas 75207 714.241.1313</p>		<p>City of Mesquite, Dallas County, Texas</p>	
<p>THESE DOCUMENTS ARE FOR CONSTRUCTION ONLY, AND NOT INTENDED FOR ANY OTHER PURPOSE.</p> <p>Revised: 04-14-2019</p>		<p>Armeny Center Exhibit</p>	
<p>Scale: 1/4" = 1'-0"</p> <p>1" = 20' - 0"</p> <p>Do not scale dimensions from this drawing. If there are any discrepancies, the notes shall prevail.</p>		<p>Iron Horse Village</p>	
<p>North Arrow</p>		<p>LANDSCAPE AND SCREENING</p>	
<p>DATE: _____ BY: _____</p>		<p>PLAN REVISION REVISIONS</p>	
<p>PROJECT: CAD076</p>		<p>SHEET: AC1</p>	





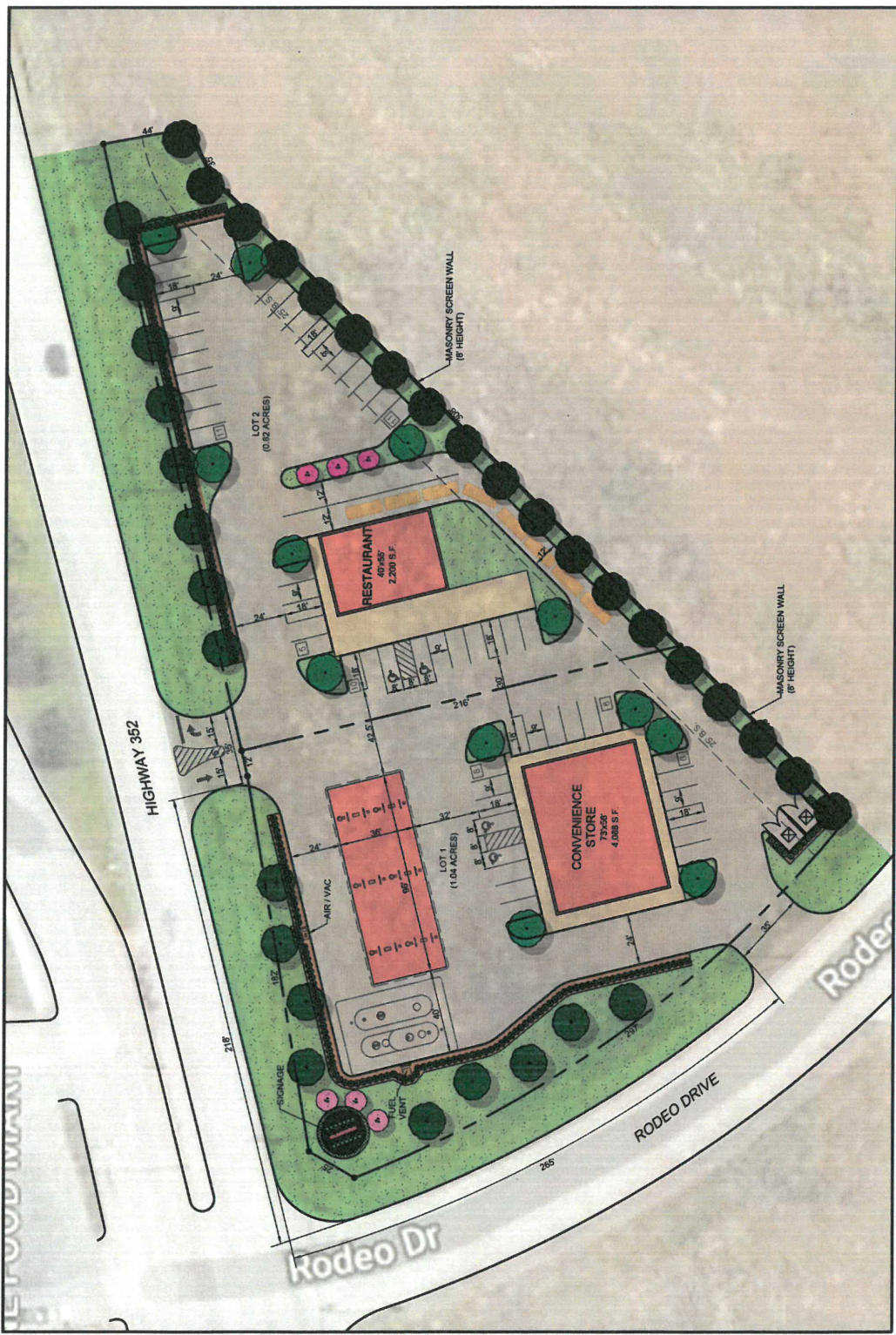
PROJECT: SUSTAINABLE GREEN SPOT
 CLIENT: TOM THOMAS
 ADDRESS: 178 W. 4TH STREET, AUSTIN, TEXAS 78701
 PHONE: (512) 476-1111
 WEBSITE: WWW.SUSTAINABLEGREENSPOT.COM

DEVELOPER:
 MAQUERO PARTNERS, LLC
 3211 W. 4TH STREET
 AUSTIN, TEXAS 78707
 (512) 724-4208

CONVENIENCE STORE & QSR
 HIGHWAY 352 & RODEO DRIVE
 CITY OF MESQUITE
 DALLAS COUNTY, TEXAS

DATE:	07/20/20
SHEET NAME:	CONVENIENCE STORE & QSR
SHEET NUMBER:	PSP.1

EXHIBIT C - Page 3 - CONCEPT PLAN



- NOTES:
1. THIS PRELIMINARY SITE PLAN IS FOR PLANNING PURPOSES ONLY.
 2. ALL MEASUREMENTS MUST BE REVIEWED BY ALL APPLICABLE JURISDICTIONS FOR CONFORMANCE.
 3. ALL EXISTING CONDITIONS MUST BE VERIFIED.
 4. ALL MEASUREMENTS ARE ESTIMATED.

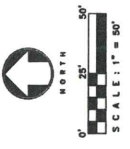


EXHIBIT I

Development Standards

[The Development Standards attached hereto as Exhibit I will amend and replace the
Development Standards attached as Exhibit I to the Original Agreement]

Iron Horse Village Planned Development

I. Residential Development Regulations

A. Residential Lot Standards – Table 1

Lot Type	Tracts per Concept Plan	Min. Lot Size	Min. Lot Width*	Min. Lot Depth	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Side Yard Setback (Interior Lot)	Min. Side Yard Setback (Corner Lot)	Max. Height	Max. Lot Coverage	Min. Dwelling Size	Min. Separation Between Buildings	Max. Number of Units per Building
SF Bungalows	Tract 1C, 2A	2,600 S.F.	40'	65'	8' (main structure) 20' (garage)	2'	2.5'	10'	35'	No Max.	1 story - 1,250 S.F. 2 Story - 1,600 S.F.	5'	N/A
SF Villas	Tract 1C	4,000 S.F.	40'	100'	20'	10'	5'	10'	35'	No Max.	1,800 Sq ft.	10'	N/A
Zero Lot Line - 2-504	Tract 2A	1,296 S.F.	24'	55'	6'	4'	0' side setback on one side, 3' side setback on the other side	10'	45'	No Max.	1,200 S.F.	N/A	N/A
Townhouse - Rear Entry 2-502	Tracts 1C, 2A, 3	1,400 S.F.	22'	65'	6'	4'	per Fire Code	10'	35'	No Max.	1,200 S.F.	10'	8
Townhouse - Front Entry 2-502	Tracts 1C, 2A, 3	1,400 S.F.	22'	85'	20'	4'	per Fire Code	10'	35'	No Max.	1,200 S.F.	10'	8

*Minimum Lot Width is measured along the front building line for all lots.

Zero Lot Line Residential - The plat shall dedicate, a one foot (2') wide Ingress, Egress, Overhang and Drainage Easement within the three foot (3') side setback for the purpose of maintenance, repair, and/or replacement of wall, overhang, roof, and/or eaves, and drainage onto the adjacent property. A minimum of three feet (3') separation between all principal structures must be provided for Zero Lot Line Residential.

No front elevation of a Zero Lot Line Residential shall be repeated any more often than once every 3 lots in a row. No front elevation of Villas and Bungalows Residential shall be repeated any more often than once every 2 lots in a row.

All residential dwellings shall conform to City of Mesquite's Fire code. Depending on code and building separation, certain dwellings may need to be sprinklered and/or a higher fire wall may be required.

Parking and Storage of Recreational Vehicles and Equipment. No recreational vehicle, motorhome, watercraft or other equipment greater than six feet (6') in height when mounted on its transporting trailer shall be parked or stored on any lot with a dwelling unit. Regardless of height, no such equipment shall be parked or stored on any street for longer than 24 hours.

Homeowner's Association. Before the issuance of a certificate of occupancy for a project containing any common areas or community facilities, it shall be necessary to assure the City that provisions have been made for adequate upkeep and maintenance association established to maintain and manage all such common areas, residential front lawns, and community facilities. HOA shall maintain residential areas once per week. Documents creating such association shall grant the City the right to collect maintenance fees and provide maintenance in the event that the Association fails to do so.

Primary Building Façade Materials	Front, Side and Rear elevations shall each be 90% brick or stone masonry excluding doors, windows, garage doors, and dormers; other façade materials may be Hardie-board/plank or equivalent.
Screening and Fencing	In order to create a walkable urban environment, screening shall only be required along arterials and directly adjacent to commercial areas. Where required, screening shall be (i) precast panel wall masonry construction or (ii) masonry construction, minimum Eight feet (8') in height. Any further screening may be provided at the discretion of the developer and approved by the City of Mesquite. Wooden fencing shall never be adjacent to Right-of-Way. Wrought Iron Fencing shall be permissible as screening in certain areas given City of Mesquite Approval. Wrought Iron fencing is acceptable behind Tract 1C Lots along Rodeo Drive.
Parking	1.) All Residential Units, attached or detached, shall provide two (2) garage Spaces per Unit. 2.) Front Entry Residential shall provide two (2) off-street parking spaces through use of a minimum eighteen foot (18') by eighteen foot (18') wide driveway and parallel or head in parking. 3.) Rear Entry Residential units, attached or detached, shall provide one and half (1.5) parking spaces for every two (2) units. Parking shall be either designated parallel, head-in, or driveway space.
Tract 1C - Southern Egress	Second egress point at the southern border of Tract 1C shall be a gated exit per City of Mesquite's Approval.
Phasing	Development may be constructed in phases.

B. Residential Landscape, Open Space, and Screening as shown on Landscape Concept Plan.

1. General Landscape Requirements

- a. Landscape areas equal to a minimum of 10 percent of the site area shall be provided.
- b. Calculation of the minimum landscape area may include internal landscaping in parking areas and a required buffer tree line. Adjacent rights-of-way shall be landscaped, but these areas shall not be included in the calculation of required area.
- c. Portions of the site area planned for development as part of a later phase may be excluded from the calculation of minimum landscape area for the portion of the site area being developed as part of the current phase.
- d. Adjacent rights-of-ways shall be landscaped with lawn or groundcover, but these areas shall not be included in the calculation of required minimum landscape area.

2. Tree Requirement

- a. One shade tree, or one evergreen tree, or 3 ornamental trees shall be provided for each 500 square feet of required landscape area. Trees provided for internal parking area landscaping and trees in a required buffer tree line may be counted to fulfill this requirement, provided that at least 50% of the required trees are located between the main building and the front and/or exterior side property lines.

3. Individual Lot Landscape Standards

- a. For each single family residential lot - a minimum of one shade tree, or one evergreen tree, or 3 small ornamental trees in the front yard of each dwelling unit; and one gallon shrubs, planted no more than 3 feet on center, along the front of the structure. Plant material to be selected at a later date, by lot builder, and shall satisfy the City of Mesquite required plant schedule outlined by table 1A-500.

4. Tract 1B-1, 1B-2, 1C, 2A, and 3

- a. Required: 10% of total Site Area
- b. 50% of the above landscape requirement to be located between main building and front or side property lines.
- c. 1 tree / 500 sf within a required landscape area

- 5. Tract 1C (Rodeo Drive) – 6’ concrete sidewalk.** Outside of ROW landscaping area will include flowering ornamental trees and landscape berms with shrubs/groundcover where a decomposed granite pathway shall lie. The landscaping will also consist of native grasses for groundcover, Bermuda sod, and a steel cattle themed landscape monument.

- 6. Tract 2A (Rodeo Drive) – 6’ concrete sidewalk along tract 2A.** Outside of ROW landscaping area will include steel cattle themed landscape monuments, a decomposed granite pathway, and a raised water feature. Large canopy trees, planter bed seating area surrounded by ornamental trees, Bermuda sod, and screening shrubs/groundcover.

- 7. Tract 3 (Peachtree Road) – 5’ concrete sidewalk.** Flowering ornamental tree that will bring color to the area and large canopy trees with seating area. The landscaping will also consist of native grasses used for groundcover, Bermuda sod, and a small screening fence with planter beds.

II. Non-Residential Development Regulations - The permitted uses and standards must be in accordance with the Light Commercial zoning districts, unless otherwise specified herein:

Commercial per Concept Plan	Tract	Land Uses	Min. Front Yard Setback (Primary Use Structure)	Min. Front Yard Setback (Accessory Use Structure)	Max. Height	Max. Lot Coverage
Zoning Tract 1A (Light Commercial)	Tract 1A	LC			Per City Code	
Zoning Tract 1D (Light Commercial)	Tract 1D	LC			Per City Code	
Zoning Tract 2B (Light Commercial)	Tract 2B	LC	25'	10'	Per City Code	Per City Code
* Tract 2B	<p>1. The primary use within a platted lot shall be considered to be the structure within which the primary business is conducted on the property. All other improvements, excluding signage, within a platted lot shall be considered accessory uses. Primary uses shall be subject to a 25 foot front yard setback. Accessory uses shall be subject to a 10 foot front yard setback. For non-residential uses within Tract 2B, only frontage on Scyene shall be considered to be the front yard, all other street frontage shall be considered to be side or rear yards. There is no rear or side yard setback for non-residential uses in Tract 2B.</p> <p>2. If developer is required to construct a right turn decel lane at the intersection of Scyene Road and Rodeo Drive, no greater than a five (5) foot sidewalk shall be required along Scyene Road for Tract 2B.</p>					

1. Bowling Center/Indoor Recreational Facility permitted by right on Tract 1A.

2. Prohibited Uses:

- a. Check Cashing Services
- b. Motorcycle Sales and Repair
- c. Recycling Kiosk
- d. Sexually Oriented Businesses
- e. Limited Fuel Sales, except as allowed on Tract 1D.
- f. Automotive Dealers
- g. Auto and Home Supply Store
- h. Tobacco Stores
- i. Funeral Services, Crematories
- j. Medical Equipment Rental
- k. Bail Bond Services
- l. Passenger Car Rental
- m. Automotive Repair Shops
- n. Automotive Parking (Principle Use)
- o. Automotive Diagnostic, Inspection Services
- p. Hotels, Camps, Other Lodging Places
- q. Repair Services
- r. Stores selling electronic cigarettes or other oral devices that allow users to inhale a vapor of liquid nicotine or other substances including, without limitation, e-cigarettes, e-cigars, e-pipes, e-hookahs, and/or vape pipes, except when sold by a business use allowed on the property provided the sales of such products are less than 40% of total sales
- s. Pawn Shops
- t. Gift, Novelty and Souvenir Stores
- u. Tattoo and/or body-piercing parlors

3. Nonresidential Architectural Standards shall be governed by the POA's CCR's. Architectural Standards for all Light Commercial shall resemble the architectural standards set forth

by the Residential HOA. Architectural Standards shall meet or exceed the City of Mesquite's Community Appearance Manual. Nonresidential Developments shall have the opportunity for alternate standards given City approval.

4. Nonresidential Tracts 1A, 1D, and 2B (per concept plan) are subject to City of Mesquite Commercial Property Landscape Standards.

5. Neighborhood Amenity Center. A Neighborhood Amenity Center shall be permitted in Tract 2A. The site plan and plat for a Neighborhood Amenity Center shall substantially conform to the Concept Plan as shown in Exhibit N.

6. Notwithstanding anything to the contrary set forth in the Agreement, a convenience store with fuel sales, having no more than six (6) pumps, is allowed on Tract 1D, provided that (i) the initial certificate of occupancy for a convenience store with fuel sales on Tract 1D shall not be issued until a certificate of occupancy is first issued for a fast casual restaurant, with or without drive through, on Tract 1D (the "CO Contingency"), (ii) the site plan, plat and development of said convenience store shall substantially conform to the Concept Plan for Tract 1D as shown in Exhibit C, and (iii) for a period of ten (10) years from the date the CO Contingency is satisfied, (a) the convenience store shall be a nationally recognized and branded convenience store, and (b) the fuel provider shall be a national provider of motor fuels. Other than the CO Contingency, there shall be no further contingencies or conditions to the continued permitted operation of the convenience store with fuel sales on Tract 1D, subject to City Regulations and Applicable Laws.

7. A fast casual restaurant, with or without drive through, is allowed on Tract 1D, provided that (i) the site plan, plat and development of said fast casual restaurant, with or without drive through, shall substantially conform to the Concept Plan for Tract 1D as shown in Exhibit C. The fast casual restaurant, with or without drive through, developed on Tract 1D must be owned, leased to, operated by or franchised by a national fast casual restaurant brand operating in the United States, including by way of example, but not limited to, national fast casual restaurant brands such as Panda Express, Panera Bread, Chipotle, Jimmy Johns, Five Guys, Starbucks, or Raising Canes. Notwithstanding the foregoing or anything to the contrary in the Agreement, the structure on Tract 1D to be initially used as a fast casual restaurant, with or without drive through, may be later used for any other use permitted under the Agreement for a General Retail Tract.

III. Public Streets and Sidewalks

1. **Public Streets.** The street system is intended to create an urban feel and pedestrian friendly environment with easy and convenient access to community open spaces and amenities, some of which are shared with the adjacent commercial/retail. Streets shall be classified and constructed as follows:

a) Urban Residential Type 1 (Front Entry, Tract 1) –

- a. Right-of-Way shall be fifty-feet (50') wide;
 - b. Pavement shall be thirty-one feet (31') wide from back of curb to back of curb;
 - c. Pavement shall be a minimum of six-inch (6") thick, 4000 PSI with number four (4) bars on eighteen-inch (18") centers both ways.
- b) Urban Residential Type 2 (Front Entry, Tract 2 and Tract 3) –
- a. Right-of-Way shall be forty-two feet (42') wide;
 - b. Pavement shall be thirty-one feet (31') wide from back of curb to back of curb;
 - c. Pavement shall be a minimum of six-inch (6") thick, 4000 PSI with number four (4) bars on eighteen-inch (18") centers both ways.
- c) Urban Residential Type 3 (Parallel Street Parking) –
- a. Right-of-Way shall be forty-two feet (42') wide;
 - b. Pavement width shall be increased by a minimum of two-feet (2') in width on the side of the street with rear entry residential. If rear entry residential is provided on one side of the street then the paving shall be a minimum of thirty-two and a half feet (32.5') wide from back of curb to back of curb. If rear entry residential is provided on both sides of the street then the paving shall be a minimum of thirty-four feet (34') wide from back of curb to back of curb. Trees wells can be provided to define parking areas and provide landscaping. Where tree wells are provided, a minimum of twenty-four feet (24') clear paving shall be provided;
 - c. Pavement shall be a minimum of six-inch (6") thick, 4000 PSI with number four (4) bars on eighteen-inch (18") centers both ways.
- d) Alley Entry (Standard) –
- a. Right-of-Way shall be eighteen feet (18') wide;
 - b. Right-of-Way shall transition from eighteen feet (18') wide at its typical section to twenty-two feet (22') wide at the Right-of-Way for the connecting street. The transition shall occur over twenty feet (20');
 - c. Alley pavement shall be twelve feet (12') wide from edge of alley to edge of alley;
 - d. Alley pavement shall transition from twelve (12') wide at its typical section to sixteen feet (16') wide at the Right-of-Way for the connecting street. The transition shall occur over twenty feet (20');
 - e. Pavement shall be a minimum of eight-inch (8") thick at the edge and five-inch (5") thick at the invert, 4000 PSI with number four (4) bars on eighteen-inch (18") centers both ways.
- e) Alley Entry (Fire/EMS Access) –
- a. Right-of-Way shall be twenty-four feet (24') wide;
 - b. Right-of-Way shall transition from twenty-four feet (24') wide at its typical section to twenty-eight feet (28') wide at the Right-of-Way for the connecting street. The transition shall occur over twenty feet (20');
 - c. Alley pavement shall be twenty feet (20') wide from edge of alley to edge of alley;

- d. Alley pavement shall transition from twenty (20') wide at its typical section to twenty-four feet (24') wide at the Right-of-Way for the connecting street. The transition shall occur over twenty feet (20').
 - e. Pavement shall be a minimum of eight-inch (8") thick at the edge and five-inch (5") thick at the invert, 4000 PSI with number four (4) bars on eighteen-inch (18") centers both ways.
- f) Ingress and Egress Easement, Volume 85144, Page 375 and Utility and Drainage Easement, Volume 85186, Page 5465 adjacent to Lot 1, Block A, The Landmark Addition, Volume 85135, Page 3484. Development Road connecting Peach Tree Road and Rodeo Drive as shown on the Concept Plan.
- a. Residential development shall be allowed to connect to the existing access and utility easement.
 - b. Developer may dedicate this as an Urban Residential street as long as the improvements are reconstructed to the standards established herein.
 - c. Regardless of whether the improvements are public or private, access shall be allowed to serve both the residential or commercial use. If the improvements are to remain private, then a property owner's association or homeowner's association must be established for the inspection and maintenance of said improvements. Documents creating such association shall grant the City the right to collect maintenance fees and provide maintenance in the event that the Association fails to do so.
- g) Horizontal Geometry –
- a. Urban Residential – The minimum center line horizontal radius shall be fifty feet (50').
 - b. Alley Streets – The minimum center line horizontal radius shall be fifty feet (50').
 - c. Curb Returns –
 - i. Urban Residential to Urban Residential – minimum curb return shall be twenty feet (20') radius;
 - ii. Urban Residential to Collector – minimum curb return shall be twenty feet (20') radius;
 - iii. Urban Residential to Arterial – minimum curb return shall be twenty feet (20') radius;
2. **Curbs.** All curbs shall be standard six-inch with the exception that mountable curbs will be allowed adjacent to front entry townhomes (Lot Type: Townhouse – Front Entry 2-502).
3. **Signage.** The developer shall provide signage that designates no parking areas along Urban Residential Streets as determined and directed by the City Engineer. All signage requirements will be determined during the preliminary platting and final platting processes.

4. **Public Sidewalks.** The sidewalk system is intended to create walkability within this urban mix use development easy and convenient access to community open spaces, amenities, commercial/retail businesses. Sidewalks shall be constructed as follows:
- a. Along Urban Residential – shall be five feet (5') wide and located adjacent to the back of curb.
 - b. Along Rodeo Drive – shall be six feet (6') wide and located one foot (1') inside the right-of-way line.
 - c. Along Hwy 352 – shall be ten feet (10') wide per the trail plan and located within the right-of-way on the right-of-way line.
 - d. Along Rodeo Center Boulevard – Shall be six feet (6') wide and located one foot (1') inside the right-of-way line.

Developer may meander the sidewalk within the development up to eight feet (8') as long as a sidewalk maintenance easement is provided.

5. **Residential Mailboxes.** Cluster boxes shall be provided as required by the US Postal Service. Cluster boxes shall be limited to eight units per box unless otherwise directed by the US Postal Service. The developer shall provide a preliminary cluster box layout for the City's review with the preliminary plat submittal.

EXHIBIT K

Fencing Plan

[The Fencing Plan attached hereto as Exhibit K will amend and replace the Fencing Plan attached as Exhibit K to the Original Agreement]

