

RESOLUTION NO. 17-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROGRAM TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY OF MESQUITE; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (CHAPTER 380 AGREEMENT) FOR SUCH PURPOSES WITH HC SOLTERRA, LLC (THE “DEVELOPER”), A TEXAS LIMITED LIABILITY COMPANY, PROVIDING A GRANT TO REIMBURSE THE DEVELOPER IN AN AMOUNT EQUAL TO FIFTY PERCENT (50%) OF THE CITY WATER AND SEWER IMPACT FEES COLLECTED BY THE CITY IN CONNECTION WITH RESIDENTIAL BUILDING PERMITS ISSUED BY THE CITY FOR THE DEVELOPMENT OF APPROXIMATELY 1,424-ACRES OF LAND PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE; AND AUTHORIZING THE CITY MANAGER TO ADMINISTER THE AGREEMENT ON BEHALF OF THE CITY.

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

WHEREAS, the City Council has been presented with a proposed agreement providing economic development incentives to HC SOLTERRA, LLC, a Texas limited liability company (the “**Developer**”), for the development of approximately 1,424 acres of real property generally located southwest of East Cartwright Road and both northwest and southeast of Faithon P. Lucas, Sr. Boulevard in Mesquite, Texas, a copy of said agreement being attached hereto as Exhibit A and incorporated herein by reference (the “**Agreement**”); and

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

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

SECTION 1. That the City Council finds that the terms of the proposed Agreement by and between the City and the Company, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, will benefit the City and its citizens and will

accomplish the public purpose of promoting local economic development and stimulating business and commercial activity in the City in accordance with Section 380.001 of the Texas Local Government Code and Chapter 395 of the Texas Local Government Code.

SECTION 2. That the City Council hereby adopts an economic development program whereby, subject to the terms and conditions of the Agreement, the City will provide economic development incentives to the Company and take other specified actions as more fully set forth in the Agreement in accordance with the terms and subject to the conditions outlined in the Agreement.

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

SECTION 4. That the City Manager is hereby authorized to finalize and execute the Agreement and all other documents necessary to consummate the transactions contemplated by the Agreement.

SECTION 5. That the City Manager is further hereby authorized to administer the Agreement on behalf of the City including, without limitation, the City Manager shall have the authority to: (i) provide any notices required or permitted by the Agreement; (ii) approve amendments to the Agreement provided such amendments, together with all previous amendments approved by the City Manager, do not increase City expenditures under the Agreement in excess of \$50,000.00; (iii) approve or deny any matter in the Agreement that requires the consent of the City provided, however, notwithstanding the foregoing, any assignment of the Agreement that requires the consent of the City pursuant to the terms of the Agreement shall require the approval of the City Council; (iv) approve or deny the waiver of performance of any covenant, duty, agreement, term or condition of the Agreement; (v) exercise any rights and remedies available to the City under the Agreement; and (vi) execute any notices, amendments, approvals, consents, denials and waivers authorized by this Section 5 provided, however, notwithstanding anything contained herein to the contrary, the authority of the City Manager pursuant to this Section 5 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.

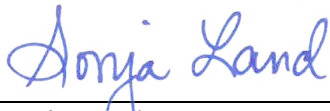
SECTION 6. That the sections, paragraphs, sentences, clauses and phrases of this resolution are severable and, if any phrase, clause, sentence, paragraph or section of this resolution should be declared invalid, illegal or unenforceable by the final judgment or decree of any court of competent jurisdiction, 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 5th day of April 2021.



Bruce Archer
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:



David L. Paschall
City Attorney

EXHIBIT A TO RESOLUTION NO. 17-2021

**Chapter 380 Agreement
between the City of Mesquite and HC Solterra, LLC**

**CHAPTER 380 GRANT AGREEMENT
(Solterra)**

This Chapter 380 Grant Agreement (this "Agreement") is executed between HC Solterra, LLC, a Texas limited liability company (the "Developer") and the City of Mesquite (the "City"), each a "Party" and collectively the "Parties" to be effective April 5, 2021 (the "Effective Date").

**ARTICLE I
RECITALS**

WHEREAS, the Developer intends to purchase and develop an approximately 1,424-acre tract of land more particularly described on Exhibit A (the "Property"); and

WHEREAS, the Developer intends to develop a residential development on the Property that may include a mix of non-residential uses, and the City would like to encourage the development of the Property granting an economic development incentive to the Developer in an amount equal to fifty percent (50%) of the City Water and Sewer Impact Fees (hereinafter defined) collected by the City in connection with building permits issued by the City for the development of the Property (excluding non-residential buildings, the "Commercial Buildings") pursuant to Chapter 395 of the Texas Local Government Code; and

WHEREAS, the development of the Property will have a significant impact on the local economy, and will substantially increase the taxable value of the Property thereby adding value to the City's tax rolls and maximizing the increase in ad valorem real property taxes to be assessed and collected by the City; and

WHEREAS, the grants provided to the Developer under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the state; (ii) eliminating unemployment and underemployment in the state; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the City; and (v) promoting development within the City; and

WHEREAS, the City has an interest in creating jobs and expanding the tax base which accomplish a public purpose; and

WHEREAS, the City has ensured that the public will receive benefits for the grant s provided by imposing on the Developer conditions and performance standards that are prerequisites to the Developer receiving any grant; and

WHEREAS, the City has established an Economic Development Program pursuant to Section 380.001 of the Texas Local Government Code (the "Program") and authorizes this Agreement as part of the Program; and

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

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

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II
CHAPTER 380 GRANT

2.1 Water and Sewer Impact Fee Grant.

(a) Subject to the annual appropriation of funds and the terms, provisions and conditions set forth in this Agreement, the City shall pay to the Developer an amount equal to fifty percent (50%) of the Water and Sewer Impact Fees (as hereinafter defined) collected by the City in connection with each building permit issued for a building within the Property (excluding Commercial Buildings) according to the terms of this Agreement (the "Grant"). Such collection of Water and Sewer Impact Fees shall be made at the time a permit application has been made to the City for construction of a building (excluding Commercial Buildings) on the Property.

(b) Subject to the annual appropriation of funds and the terms, provisions and conditions set forth in this Agreement, Grant installment payments will be made by the City to the Developer once each calendar quarter on March 31st, June 30th, September 30th and December 31st of each year starting the first calendar quarter after the first building permit is issued for the construction of a building (excluding Commercial Buildings) within the Property (each a "Due Date") during the term of this Agreement.

(c) The Parties agree that the City's obligation to pay any Grant payment under the terms of this Agreement shall be conditioned upon the satisfaction of the following conditions, to-wit:

1. Payment Request. The Developer shall submit a written request to the City to the attention of the City's Director of Finance at 757 N. Galloway, Mesquite, Texas or such other address as the City may hereafter notify the Developer in writing, for each Grant payment payable pursuant to this Agreement (each a "Payment Request") at least forty-five (45) days prior to the applicable Due Date. If the Developer submits a Payment Request less than forty-five (45) days prior to the applicable Due Date, the payment due under the Payment Request shall be made on the next subsequent Due Date, provided, however, notwithstanding anything contained herein to the contrary, if the Developer submits a Payment Request more than one year after the applicable Due Date, the City shall not be obligated to pay the Payment Request. Each such Payment Request shall be accompanied by a Certificate of Compliance (as hereinafter defined) dated effective as of the date of the Payment Request. It shall be a condition to the payment of each Payment

Request that the Developer, and each branch, division and department of the Developer, shall not have been convicted by a court of competent jurisdiction of knowingly employing Undocumented Workers to work for the Developer or at any branch, division or department of the Developer.

2.2 Additional Conditions to Grant. The Parties agree that the City's obligation to pay any Grant payment under the terms of this Agreement shall further be conditioned upon satisfaction of the following conditions:

(a) Architectural Standards and PD Zoning. The Developer has agreed to develop the Property in accordance with the Architectural Standards and the PD Zoning, as defined and set forth in the Development Agreement.

(b) Development of the platted lot(s) that are the subject of a Payment Request in accordance with the Architectural Standards and PD Zoning is a condition to payment of the Grant in connection with the issuance of building permits for such lots.

(c) Compliance with the Architectural Standards and PD Zoning by Developer and the homebuilder on each platted lot is a condition to the Developer receiving the Grant payment for such lot.

(d) If the lot that is the subject of a Payment Request is not in compliance with the Architectural Standards and PD Zoning at the time the City is required to make a Grant payment, the City shall not be required to fund such Grant payment until such lot is brought into full compliance with the Architectural Standards and PD Zoning.

(e) Water and Sewer Improvements. The Developer agrees to construct the water and sewer improvements set forth in **Exhibit B** attached hereto and made a part hereof for all purposes (the "Water and Sewer Improvements") during the term of this Agreement. Except as otherwise provided in this paragraph, each Water and Sewer Improvement may be constructed in phases, and shall be constructed when the phase adjacent to or including the improvement is platted and developed. The 18-inch water line (Creekside to Lucas) identified on **Exhibit B**, as may be modified upon the approval of the City shall be constructed in its entirety with the first phase of development of the Property. Grant payments in connection with building permits issued for buildings (excluding Commercial Buildings) constructed within a phase of the development of the Property are conditioned on completion by the Developer of the Water and Sewer Improvements pursuant to City ordinances and requirements and the City's acceptance in writing of such Water and Sewer Improvements required for such phase and City approval of the final plat for such phase.

(f) Performance of this Agreement. The Developer shall have timely kept and performed all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Developer under the terms of this Agreement and no Event of Default (as hereinafter defined) by the Developer shall then exist and no event shall exist which, but for notice, the lapse of time, or both, would constitute an Event of Default (as hereinafter defined) by the Developer (or a homebuilder pursuant to Section 3.4(a)(ix)) under the terms of this Agreement;

(g) Performance of Development Agreement. The Developer shall have timely kept and performed all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Developer under the terms of the Development Agreement and no Event of Default (as defined in the Development Agreement) shall then exist under the terms of Development Agreement and no event shall exist which, but for notice, the lapse of time, or both, would constitute an Event of Default (as defined in the Development Agreement) by the Developer under the terms of the Development Agreement; and

(h) Performance of Other Agreements. The Developer shall have timely kept and performed all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Developer under the terms of all other agreement(s) now and hereafter existing between the Developer and the City and no default shall then exist under the terms of such agreement(s) and no event shall exist which, but for notice, the lapse of time, or both, would constitute a default by the Developer under the terms of such agreement(s).

(i) Developer and Assignees. For the purposes of this Section 2.2, "Developer" shall mean HC Solterra, LLC and any and all of its assignees with respect to this Agreement.

2.3 Legislative or Judicial Changes. In the event of any legislative change or judicial interpretation that limits or restricts the City's ability to pay the Grant, then the Grant will cease as of the effective date of such limitation or restriction and be of no further force or effect in which event the City shall be under no further obligation to pay any Grant payments to the Developer as of the effective date of such limitation or restriction.

ARTICLE III **ADDITIONAL PROVISIONS**

3.1 Incorporation of Recitals. The foregoing recitals (a) are incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties; (b) are true and correct as of the Effective Date; (c) form the basis upon which the Parties negotiated and entered into this Agreement; (d) are legislative findings of the City Council, and (e) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

3.2 Definitions. As used in this Agreement, the following terms shall have the following meanings, to-wit:

(a) "Certificate of Compliance" shall mean a certificate in such form as is reasonably acceptable to the City executed by a duly authorized representative of the Developer certifying to the City: (i) that all conditions to the payment of the Grant payment to be satisfied as of the date of the Payment Request have been satisfied and are then continuing; and (ii) that no Event of Default (as hereinafter defined) then exists by the Developer under the terms of this

Agreement and that no event exists which, but for notice, the lapse of time, or both, would constitute an Event of Default by the Developer under the terms of this Agreement.

(b) "Development Agreement" means that certain agreement by and between the City and the Developer dated October 19, 2020 as may be amended.

(c) "Person" means an individual, corporation, general or limited partnership, limited liability company, trust, estate, unincorporated business, organization, association or any other entity of any kind.

(d) "Water and Sewer Impact Fees" means all fees charged by the City within the Property to fund the construction of water and sewer improvements, collected at the time of building permit application to the City, in accordance with Texas Local Government Code Chapter 395 and the City Regulations in effect from time to time; provided however, that notwithstanding the foregoing, "Water and Sewer Impact Fees" shall not include any impact fees included as a Public Improvement Project Cost (as defined in the Development Agreement). All impact fees included as a Public Improvement Project Cost (as defined in the Development Agreement) and all impact fees collected in connection with building permits for Commercial Buildings within the Property shall be excluded from any Grant payments made pursuant to this Agreement.

(e) "Undocumented Workers" shall mean (i) individuals who, at the time of employment with the Developer, are not lawfully admitted for permanent residence to the United States or are not authorized under law to be employed in that manner in the United States; and (ii) such other persons as are included within the definition of "Undocumented Worker" pursuant to V.T.C.A., Government Code §2264.001(4), as hereafter amended or replaced, or any other applicable law or regulation.

(f) Capitalized Terms No Otherwise Defined. All capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Development Agreement.

3.3 Term. This Agreement shall be for a term of 25 years commencing on the Effective Date unless earlier terminated pursuant to an Event of Default (as hereinafter defined) as set forth below.

3.4 Events of Default. The following shall be Events of Default (each an "Event of Default") pursuant to this Agreement:

(a) *Events of Default by Developer*. Subject to the notice and cure provisions of Article III Section 3.2, each of the following shall be an Event of Default by the Developer under this Agreement:

(i) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable;

(ii) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City);

- (iii) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
- (iv) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
- (v) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;
- (vi) With respect to property owned by the Developer and/or any Affiliates within the Property, the failure by Developer or any Affiliate to pay the amount of valid Impositions and Assessments when due as required by law;
- (vii) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue in any material respect as of the Effective Date;
- (viii) The occurrence of an "Event of Default" (as defined in the Development Agreement) by the Developer; or
- (ix) Any platted lot owned by the Developer or a homebuilder has not been developed or is not being developed in compliance with the Architectural Standards as set forth in the Development Agreement, which shall be an "Event of Default" for such platted lot.

Notwithstanding anything in this Agreement to the contrary, non-compliance with Architectural Standards and PD Zoning by an owner of any portion of the Property who is not the Developer or the homebuilder shall not constitute an Event of Default and shall not entitle the City to suspend Grant payments to the Developer or pursue other remedies against Developer.

(b) *Events of Default by the City.* Subject to the notice and cure provisions of Article III, Section 3.5, each of the following shall be an Event of default by the City under this Agreement:

- (i) Subject to the annual appropriation of funds and the terms, provisions and conditions of this Agreement and so long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it; or
- (ii) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money.

3.5 Notice and Cure. Before any event described in Article II, Section 3.4 of this Agreement shall be deemed to be an Event of Default and a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance. No Event of Default or breach of this Agreement may be found to have occurred if performance has commenced to the reasonable

satisfaction of the complaining Party within thirty (30) days of the receipt of such notice, with completion of performance within thirty (30) days.

3.6 REMEDIES. Upon the occurrence of any Event of Default, the non-defaulting Party may pursue specific performance and/or termination of this Agreement as its sole and exclusive remedies; provided, however, that (i) specific performance may not be asserted with respect to governmental or legislative actions by the City and (ii) neither Party shall have the right to terminate this Agreement unless the non-defaulting Party sends a second notice which expressly provides that the non-defaulting Party will terminate this Agreement if the Event of Default is not cured by the defaulting Party within thirty (30) days. An Event of Default by any Party shall not entitle any nondefaulting Party to seek or recover consequential, exemplary or punitive damages. An Event of Default by any Party shall entitle any nondefaulting Party to seek reasonable attorney's fees only in an amount not to exceed \$250,000.

3.7 Suspension of Payment during Event of Default. Upon the occurrence of an Event of Default by the Developer (or a homebuilder pursuant to Section 3.4(a)(ix)), or upon the occurrence of an event which, but for notice, the lapse of time or both would constitute an Event of Default by the Developer (or a homebuilder pursuant to Section 3.4(a)(ix)), all payments made to the Developer pursuant to this Agreement shall be suspended until such time as the Event of Default by the Developer (or a homebuilder pursuant to Section 3.4(a)(ix)), or the event which, but for notice, the lapse of time or both, would constitute an Event of Default by the Developer (or a homebuilder pursuant to Section 3.4(a)(ix)), is cured to the satisfaction of the City.

3.8 Effect of Termination. Upon termination of this Agreement as a result of an Event of Default, all payments to Developer pursuant to this Agreement shall cease from the date of termination forward, and all Water and Sewer Impact Fees shall be collected by the City solely for the City's authorized use.

3.9 Limitation on Damages. In no event shall any Party have any liability under this Agreement for any exemplary, consequential or punitive damages. In a suit against the City for breach of this Agreement, the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by the City under this Agreement.

3.10 Assignment. The Developer shall have the right, from time to time to assign this Agreement, in whole or in part, including any obligation, right, title, or interest of the Developer under this Agreement, to (a) any person or entity that is or will become an owner of all or a portion of the Property with the prior written consent of the City, and (b) any Affiliate (as defined in the Development Agreement) of the Developer without consent of the City but upon written notice to the City, provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than a total of two Persons at any time as a result of any assignment(s) of this Agreement and (c) in the limited case of an assignment of just the Grant payments under this Agreement, to any other person or entity without consent of the City, but upon written notice to the City. Each assignment shall be in writing executed by the Developer 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 City within 15 days after execution. No assignment by Developer shall release the Developer from any liability that resulted from an act or omission by Developer that occurred

prior to the effective date of the assignment unless the City approves the release in writing. From and after such assignment and notwithstanding anything to the contrary in this Agreement, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the assignee and agrees that the Developer 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 City within 15 days after execution, the Developer shall not be released until the City receives such assignment and further provided that all conditions to the payment of the Grant shall continue notwithstanding any assignment. An assignee pursuant to (a) and (b) above, shall be considered the "Developer" and a "Party" for the purposes of this Agreement. The City may rely on any notice of assignment received from the Developer without obligation to investigate or confirm the validity or occurrence of such assignment. The Developer waives all rights or claims against the City for any funds provided to an assignee as a result of receipt of a notice of assignment from the Developer, and the Developer's sole remedy shall be to seek the funds directly from the assignee. The City shall not be required to execute any document or make any representations as a result of an assignment by the Developer.

3.11 Encumbrance by Developer and Assignees. The Developer and assignees permitted under the terms of this Agreement 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 any loan in connection with the development of the Property for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. 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 City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any Event of Default by the Developer or any permitted assignee under this Agreement and shall be given thirty (30) days to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a timely 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. No collateral assignment shall relieve the Developer or any permitted assignee from any obligations or liabilities under this Agreement. No collateral assignment to a lender shall require the City to execute any document or make any representations.

3.12 Inspection. The City, its agents and employees, shall have the right to access the Property to conduct such inspections as deemed reasonably necessary by the City for the purpose of confirming that the Developer is in compliance with the terms, provisions and conditions of this Agreement.

3.13 Notice. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received (i) three (3) days after sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below; (ii) one (1) business day after deposit with a nationally recognized courier service having the ability to track shipping and delivery of notices, including but not limited to, services such as Federal Express or United Parcel Service (UPS); or (iii) on the day actually received if sent by

courier or otherwise hand delivered. Any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein.

To the City: City of Mesquite, Texas
 Attn: City Manager
 1515 N. Galloway Ave.
 Mesquite, TX 75149

With a copy to: City of Mesquite, Texas
 Attn: City Attorney
 1515 N. Galloway Ave.
 Mesquite, TX 75149

To the Developer: HC Solterra, LLC
 Attn: Phillip Huffines
 8200 Douglas Ave # 300
 Dallas, TX 75225
 E-mail: phuffines@huffinescommunities.com

With a copy to: Shupe Ventura, PLLC
 Attn: Misty Ventura
 9406 Biscayne Boulevard
 Dallas, Texas 75218
 E-mail: misty.ventura@svlandlaw.com

3.14 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

3.15 Authority and Enforceability; Binding Effect. The City represents and warrants that this Agreement has been approved by resolution duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that the individual executing this Agreement on behalf of Developer has been duly authorized to do so. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

3.16 Entire Agreement; Severability. This Agreement, together with the Development Agreement, constitutes the entire agreement between the Parties and supersedes all prior

agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

3.17 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Dallas County, Texas. Venue for any action to enforce or construe this Agreement shall be Dallas County, Texas.

3.18 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

3.19 Anti-Boycott Verification.

The Developer 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 construed to be 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 2271.002, Texas Government Code, but only to the extent such section is applicable, 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 Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

3.20 Iran, Sudan and Foreign Terrorist Organizations

The Developer 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 Developer 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 Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

3.21 Ethics Disclosure.

Developer represents that it has completed a Texas Ethics Commission ("TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Developer and the City has not verified such information.

3.22 Employment of Undocumented Workers. The Developer hereby certifies that the Developer and each branch, division and department of the Developer does not employ and Undocumented Workers and, the Developer agrees that the Developer and each branch, division and department of the Developer will not knowingly employ any Undocumented Workers during the term of this Agreement and, if the Developer or any branch, division or department of the Developer is convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate equal to the lesser of (i) the maximum rate allowed by law; or (ii) six percent (6%) per annum, such interest rate to be calculated on the amount of each Grant payment being recaptured from the date each such Grant payment was paid by the City to the Developer until the date repaid by the Developer to the City and such interest rate shall adjust periodically as of the date of any change in the maximum lawful rate. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts. The Developer agrees to provide the City with written notice of any conviction of the Developer, or any branch, division or department of the Developer, of a violation under 8 W.S.C. Section 1324a (f) during the term of this Agreement, within thirty (30) days from the date of such conviction. This provision shall expressly survive the expiration of termination of this Agreement.

3.23 Obligations Payable Only from Identified Sources of Funds. The Grant payable by the City to the Developer as more fully set forth in this Agreement is not secured by a pledge of ad valorem taxes, financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City. The Grant is calculated based on the Water and Sewer Impact Fees collected by the City but is not payable from the Water and Sewer Impact Fees paid to the City. The Grant shall be paid only from funds of the City authorized by the Texas Constitution and the Texas Local Government Code. The obligations of the City under this Agreement are non-recourse, and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income or property. Neither the City nor any of its appointed or elected officials or any of their officers or employees shall incur any liability hereunder to the Developer, any assignee or any other Person, entity or party in their individual capacities by reason of this

Agreement or their acts or omissions under this Agreement. Each Grant payment is subject to the City's appropriation of funds for such purpose to be paid in the budget year for which each Grant payment is to be paid. In the event of any conflict between the terms and provisions of this Article III, Section 3.21 and any other term or provision of this Agreement, the terms and provisions of this Article III, Section 3.21 shall control. This Article III, Section 3.21 shall expressly survive the expiration or termination of this Agreement.

3.24 Other Agreements and Remedies. Nothing in this Agreement is intended to constitute a waiver by the City of any remedy the City may have outside this Agreement against Developer or any Assignee. The obligations of the Developer hereunder shall be those as a Party hereto and not solely as an owner of the Property. Nothing herein shall be construed, nor is intended, to affect the City's, the Developer's rights and duties to perform its obligations under other agreements, regulations and ordinances.

3.25 No Waiver of Governmental Powers and Immunities. The City does not waive or surrender any of its governmental powers, immunities or rights and, notwithstanding any provision in this Agreement, this Agreement does not control, waive, limit or supplant the legislative authority or discretion of the City Council of the City.

3.26 No Third-Party Rights. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give any person or entity other than the Parties any rights, remedies or claims under or by reason of this Agreement, and all covenants, conditions, promises and agreements in this Agreement shall be for the sole and exclusive benefit of the Parties.

3.27 Recapture of Incentives. Unless otherwise provided in this Agreement, in the event of an uncured Even of Default by the Developer or any assignee of the Developer, the Developer shall immediately pay to the City, at the City's address set forth in Article III, Section 3.10 of this Agreement, or such other address as the City may hereafter notify the Developer in writing, the amount equal to all Grant payments previously paid by the City to the Developer pursuant to this Agreement, together with interest at the rate equal to the lesser of: (i) the maximum lawful rate; or (ii) five percent (5%) per annum, such interest rate to be calculated on each Grant payment being recaptured from the date each such Grant payment was paid by the City to the Developer until the date repaid by the Developer to the City and such interest rate shall adjust periodically as of the date of any change in the maximum lawful rate.

3.28 Counterparts. This Agreement may be executed in any number of originally or electronically scanned counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.23 Right to Offset. The City shall have the right to offset any amounts due and payable by the City under this Agreement against any debt (including taxes) lawfully due and owing by the Developer to the City, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt has been reduced to judgment by a court.

3.24. No Acceleration. All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

3.27 Exhibits. The following exhibit is attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Description of Water and Sewer Improvements

3.29 Development Standards. The Parties acknowledge that effective September 1, 2019, the Legislature of the State of Texas enacted HB 2439, codified at V.T.C.A., Government Code, Title 10, Subtitle Z "Miscellaneous Provisions Prohibiting Certain Government Actions", Chapter 3000 "Governmental Action Affecting Residential and Commercial Construction", regarding the regulation by municipalities of building products, materials, and aesthetic methods for residential and commercial buildings (the "Act"). Specifically, §3000.002 of the Act prohibits cities from adopting or enforcing a rule, charter provision, ordinance, order, building code or other regulation that prohibits or limits the use or installation of certain building products or materials or that establishes certain standards for building products, materials or aesthetic methods. The Developer acknowledges that, notwithstanding the Act, in consideration of the agreement of the City to pay the Grant to the Developer under the terms and subject to the conditions set forth in this Agreement, the Developer is contractually agreeing to develop the Property in accordance with the Architectural Standards and the PD Zoning. The Parties acknowledge that the provisions of this Article III, Section 3.31 is material to the City's agreement to make the Grant and is a bargained for consideration between the Parties.

3.30 Execution of Agreement by Parties. If this Agreement is not executed by the Developer and the City on or before _____, 2021, this Agreement will be null and void and of no force or effect.

3.29 Modification. This Agreement may only be revised, modified or amended by a written document duly signed by the City and Developer. Oral revisions, modifications or amendments are not permitted.

3.30 No Partnership or Joint Venture. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership or joint venture between the Parties.

3.31 No Third Party Beneficiaries. The Parties to this Agreement do not intend to create any third party beneficiaries of the contract rights contained herein. This Agreement shall not create any rights in any individual or entity that is not a signatory hereto. No person who is not

a party to this Agreement may bring a cause of action pursuant to this Agreement as a third party beneficiary.

3.32 Non-Collusion. The Developer represents and warrants that neither the Developer nor anyone on the Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

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 FORM:

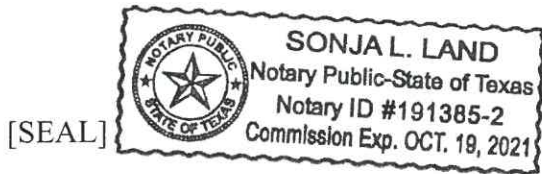
David L. Paschall

Name: David L. Paschall
Title: City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 9 day of April 2021, by Cliff Keheley, City Manager of the City of Mesquite, Texas, on behalf of said municipality.

Sonja L. Land
Notary Public, State of Texas



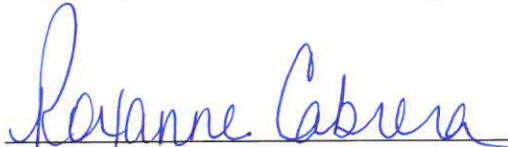
DEVELOPER

HC Solterra, LLC,
a Texas limited liability company

By: 
Phillip Huffines
Managing Director

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 12 day of March 2021,
by Phillip Huffines, Managing Director of HC Solterra, LLC, a Texas limited liability company,
on behalf of said limited liability company.


Notary Public, State of Texas

[SEAL]



EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION
1424.398 ACRES

BEING A 1424.398 ACRE TRACT OF LAND SITUATED IN THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF THE J. ANDERSON SURVEY, ABSTRACT NO. 1, AND BEING ALL OF A CALLED 34.5 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", ALL OF A CALLED 3.8 ACRE TRACT OF LAND CONVEYED AS "TRACT 2", ALL OF A CALLED 44.5 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", ALL OF A CALLED 95.3 ACRE TRACT OF LAND CONVEYED AS "TRACT 4", PART OF THE REMAINDER OF A CALLED 400 ACRE TRACT OF LAND CONVEYED AS "TRACT 5", PART OF THE REMAINDER OF A CALLED 204.13 ACRE TRACT OF LAND CONVEYED AS "TRACT 6", PART OF THE REMAINDER OF A CALLED 140.65 ACRE TRACT OF LAND CONVEYED AS "TRACT 7", PART OF A CALLED 32 ACRE TRACT OF LAND CONVEYED AS "TRACT 8", PART OF A CALLED 54.15 ACRE TRACT OF LAND CONVEYED AS "TRACT 9", PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS "TRACT 10", PART OF THE REMAINDER OF A CALLED 132.42 ACRE TRACT OF LAND CONVEYED AS "TRACT 11", PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS "TRACT 12", PART OF CALLED 77.4 ACRE TRACT OF LAND CONVEYED AS "TRACT 13", TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING PART OF THE REMAINDER OF A CALLED 119.95 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE, AS RECORDED IN VOLUME 92253, PAGE 1749, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A CALLED 2.694 ACRE TRACT OF LAND CONVEYED TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 2005041, PAGE 178, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A CALLED 2.06 ACRE TRACT OF LAND CONVEYED TO THE GEORGE F. LUCAS IRREVOCABLE DESCENDANT'S TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 200213402221, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A CALLED 40 ACRE TRACT CONVEYED AS "TRACT NO. 1", PART OF A CALLED 75 ACRE TRACT OF LAND CONVEYED AS "TRACT NO. 2", ALL OF A TRACT OF LAND CONVEYED AS "TRACT NO. 3" AND ALL OF A CALLED 4/10ths OF AN ACRE TRACT CONVEYED AS "TRACT NO. 4", TO THE FAITHON PANTELI LUCAS JR. FAMILY TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 20050391371, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A CALLED 50 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE, AS RECORDED IN VOLUME 93013, PAGE 67, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND ALL OF A CALLED 93.910 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE OF THE GEORGE F. LUCAS IRREVOCABLE DESCENDANTS' TRUST, AS RECORDED IN VOLUME 93013, PAGE 70, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 1424.398 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM

ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984).
BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF SAID "TRACT 4", SAID POINT BEING IN THE APPROXIMATE CENTERLINE OF FAITHON P. LUCAS SR. BOULEVARD (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY), FROM WHICH THE WEST CORNER OF LOT 1A, BLOCK A OF DR. JOHN D. HORN HIGH SCHOOL, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 200503600834, MAP RECORDS, DALLAS COUNTY, TEXAS BEARS SOUTH 45 DEGREES 55 MINUTES 12 SECONDS EAST, A DISTANCE OF 57.56 FEET;

THENCE, ALONG THE NORTHEAST LINE OF SAID "TRACT 4" AND THE SOUTHWEST LINE OF SAID LOT 1A, BLOCK A, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 55 MINUTES 12 SECONDS EAST, A DISTANCE OF 1772.56 FEET TO A POINT FOR CORNER;

SOUTH 46 DEGREES 39 MINUTES 23 SECONDS EAST, A DISTANCE OF 82.92 FEET TO AN EAST CORNER OF SAID "TRACT 4", THE SOUTH CORNER OF SAID LOT 1A, BLOCK A, THE NORTH CORNER OF A CALLED 35.848 ACRE TRACT OF LAND CONVEYED TO MESQUITE INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800303367, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND THE WEST CORNER OF A CALLED 22.344 ACRE TRACT OF LAND CONVEYED TO MESQUITE INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN COUNTY CLERK'S FILE NO. 20080016792, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 15 DEGREES 50 MINUTES 01 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT 4" AND THE NORTHWEST LINE OF SAID 35.848 ACRE TRACT, A DISTANCE OF 374.36 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID "TRACT 13" AND ALONG THE WEST LINE OF SAID 35.848 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01 DEGREES 52 MINUTES 36 SECONDS WEST, A DISTANCE OF 439.47 FEET TO A POINT FOR CORNER;

SOUTH 11 DEGREES 29 MINUTES 48 SECONDS WEST, A DISTANCE OF 510.05 FEET TO A POINT FOR CORNER;

SOUTH 28 DEGREES 33 MINUTES 30 SECONDS WEST, A DISTANCE OF 159.13 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 45 MINUTES 14 SECONDS EAST, A DISTANCE OF 145.44 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 23 SECONDS EAST, A DISTANCE OF 552.67 FEET TO A POINT FOR CORNER ON THE SOUTH LINE OF SAID "TRACT 13" AND THE NORTH LINE OF AFORESAID "TRACT NO. 1";

THENCE, NORTH 89 DEGREES 36 MINUTES 40 SECONDS EAST, ALONG SAID SOUTH LINE OF "TRACT 13", SAID NORTH LINE OF "TRACT NO. 1" AND THE SOUTH LINE OF SAID 35.848 ACRE TRACT, A DISTANCE OF 479.07 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID "TRACT 13" AND ALONG THE SOUTHEAST LINE OF SAID 35.848 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 44 DEGREES 31 MINUTES 33 SECONDS EAST, A DISTANCE OF 465.08 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 209.22 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 08 MINUTES 24 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 144.00 FEET TO A POINT FOR THE EAST CORNER OF SAID 35.848 ACRE TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF SAID "TRACT 13" AND THE SOUTHWEST LINE OF A CALLED 134.201 ACRE TRACT OF LAND CONVEYED TO W.A. RIDGE RANCH, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20080025063, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 49 MINUTES 06 SECONDS EAST, ALONG SAID NORTHEAST LINE OF "TRACT 13" AND SAID SOUTHWEST LINE OF 134.201 ACRE TRACT, A DISTANCE OF 404.14 FEET TO A SOUTHEAST CORNER OF SAID "TRACT 13", SAID POINT BEING IN THE APPROXIMATE CENTER LINE OF HOLLOMAN ROAD (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY – CLOSED);

THENCE, SOUTH 00 DEGREES 16 MINUTES 51 SECONDS EAST, ALONG THE EAST LINE OF SAID "TRACT 13", ALONG THE EAST LINE OF SAID "TRACT NO. 1" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOMAN ROAD, A DISTANCE OF 1683.70 FEET TO THE SOUTH CORNER OF SAID "TRACT NO. 1";

THENCE, SOUTH 89 DEGREES 01 MINUTES 52 SECONDS WEST, ALONG THE SOUTH LINE OF SAID "TRACT NO. 1" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOMAN ROAD, A DISTANCE OF 1156.84 FEET TO THE NORTHEAST CORNER OF AFORESAID "TRACT NO. 4";

THENCE, SOUTH 22 DEGREES 10 MINUTES 12 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT NO. 4" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOMAN ROAD, A DISTANCE OF 114.85 FEET TO THE SOUTH CORNER OF SAID "TRACT NO. 4", SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID "TRACT NO. 2" AND THE SOUTHWEST LINE OF A CALLED 93.102 ACRE TRACT OF LAND CONVEYED AS "TRACT II" TO W.A. RIDGE RANCH, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20070458237, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 12 MINUTES 59 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT NO. 2", THE SOUTHWEST LINE OF SAID 93.102 ACRE TRACT, WITH THE NORTHEAST LINE OF SAID HOLLOWMAN ROAD, A DISTANCE OF 636.15 FEET TO THE EAST CORNER OF SAID "TRACT NO. 2" AND THE NORTH CORNER OF A CALLED 18.674 ACRE TRACT OF LAND CONVEYED TO W.A. RIDGE RANCH, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 200900124560, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 531.59 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT NO. 2" AND THE NORTHWEST LINE OF SAID 18.674 ACRE TRACT, A DISTANCE OF 531.59 FEET TO A WEST CORNER OF SAID 18.674 ACRE TRACT AND THE NORTH CORNER OF AFORESAID 93.910 ACRE TRACT;

THENCE, ALONG THE NORTHEAST LINE OF SAID 93.910 ACRE TRACT AND THE SOUTHWEST LINE OF SAID 18.674 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 43 DEGREES 25 MINUTES 58 SECONDS EAST, A DISTANCE OF 774.12 FEET TO A POINT FOR CORNER;

SOUTH 66 DEGREES 55 MINUTES 58 SECONDS EAST, A DISTANCE OF 1509.42 FEET TO AN EAST CORNER OF SAID 93.910 ACRE TRACT, THE EAST CORNER OF SAID 18.674 ACRE TRACT AND THE SOUTH CORNER OF AFORESAID 93.102 ACRE TRACT, SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF LAWSON ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 14 MINUTES 05 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 93.910 ACRE TRACT, A DISTANCE OF 1905.91 FEET TO THE SOUTH CORNER OF SAID 93.910 ACRE TRACT;

THENCE, NORTH 45 DEGREES 07 MINUTES 20 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 93.910 ACRE TRACT, A DISTANCE OF 2185.14 FEET TO THE WEST CORNER OF SAID 93.910 ACRE TRACT, SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID "TRACT NO. 2";

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHEAST LINE OF "TRACT NO. 2", A DISTANCE OF 820.11 FEET TO A SOUTHWEST CORNER OF SAID "TRACT NO. 2", SAID POINT BEING ON THE NORTHEAST LINE OF A CALLED 23.889 ACRE TRACT OF LAND CONVEYED TO MARC S. ENGLISH, AS RECORDED IN COUNTY CLERK'S FILE NO. 20050848444, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 23 MINUTES 37 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID "TRACT NO. 2" AND THE NORTHEAST LINE OF SAID 23.889 ACRE TRACT, A DISTANCE OF 39.71 FEET TO THE EAST CORNER OF A CALLED 34.151 ACRE TRACT OF LAND CONVEYED TO ROBERT EUGENE CARATHERS & MARGARET LAVERNE CARATHERS, AS RECORDED IN VOLUME 82119, PAGE 2365, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 56 MINUTES 37 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 34.151 ACRE TRACT AND THE NORTHWEST LINE OF SAID 23.889 ACRE TRACT, A DISTANCE OF 1768.63 FEET TO THE SOUTH CORNER OF SAID 34.151 ACRE TRACT AND THE WEST CORNER OF SAID 23.889 ACRE TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF A CALLED 102.8043 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 93248, PAGE 2192, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 27 MINUTES 20 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 34.151 ACRE TRACT, THE NORTHEAST LINE OF SAID 102.8043 ACRE TRACT AND AFORESAID NORTHEAST LINE OF 56.542 ACRE TRACT, A DISTANCE OF 1785.44 FEET TO THE WEST CORNER OF SAID 34.179 ACRE TRACT AND THE SOUTH CORNER OF AFORESAID 50 ACRE TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF A CALLED 56.542 ACRE TRACT OF LAND CONVEYED TO IH 20 IP LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800208658, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

THENCE, NORTH 45 DEGREES 23 MINUTES 37 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 50 ACRE TRACT, SAID NORTHEAST LINE OF 56.542 ACRE TRACT AND THE NORTHEAST LINE OF A CALLED 48.397 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800334776, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1242.86 FEET TO THE WEST CORNER OF SAID 50 ACRE TRACT AND THE NORTH CORNER OF SAID 48.397 ACRE TRACT, SAID POINT BEING IN THE APPROXIMATE CENTER LINE OF MCKENZIE ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 45 DEGREES 02 MINUTES 08 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 50 ACRE TRACT AND THE SOUTHEAST LINE OF LOT 2, BLOCK 1 OF RALEIGH ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94065, PAGE 7930, MAP RECORDS, DALLAS COUNTY,

TEXAS, A DISTANCE OF 1757.80 FEET TO THE NORTH CORNER OF SAID 50 ACRE TRACT, SAID POINT BEING ON THE SOUTHWEST LINE OF AFORESAID "TRACT 9";

THENCE, NORTH 45 DEGREES 06 MINUTES 33 SECONDS WEST, ALONG SOUTHWEST LINES OF SAID "TRACT 9", AFORESAID "TRACT 10" AND AFORESAID "TRACT 8", PASSING AT A DISTANCE OF 1947.95 FEET THE WEST CORNER OF SAID "TRACT 8", SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF AFORESAID FAITHON P. LUCAS SR. BOULEVARD, CONTINUING OVER AND ACROSS SAID FAITHON P. LUCAS SR. BOULEVARD AND AFORESAID "TRACT 6", IN ALL A TOTAL DISTANCE OF 2029.43 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 44 DEGREES 13 MINUTES 37 SECONDS WEST, CONTINUING OVER AND ACROSS SAID "TRACT 6" AND ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF FAITHON P. LUCAS SR. BOULEVARD, A DISTANCE OF 108.49 FEET TO THE SOUTH CORNER OF SAID "TRACT 6", SAID POINT BEING ON THE NORTHEAST LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94131, PAGE 491, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 29 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF "TRACT 6" AND SAID NORTHEAST LINE OF CITY OF MESQUITE TRACT, A DISTANCE OF 2326.02 FEET TO A POINT FOR CORNER ON THE SOUTHEAST LINE OF AFORESAID "TRACT 5";

THENCE, SOUTH 44 DEGREES 57 MINUTES 59 SECONDS WEST, ALONG SAID SOUTHEAST LINE OF "TRACT 5", A DISTANCE OF 87.32 FEET TO THE EAST CORNER OF THE HILLS AT TEALWOOD, PHASE I, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 2003168, PAGE 94, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID "TRACT 5" AND ALONG THE NORTHEAST LINE OF SAID HILLS AT TEALWOOD, PHASE I, THE FOLLOWING COURSES AND DISTANCES:

NORTH 67 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 404.99 FEET TO A POINT FOR CORNER;

NORTH 34 DEGREES 47 MINUTES 42 SECONDS WEST, A DISTANCE OF 310.64 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, A DISTANCE OF 1055.19 FEET TO A POINT FOR CORNER;

NORTH 67 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 400.00 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 54 MINUTES 18 SECONDS WEST, A DISTANCE OF 807.77 FEET TO A POINT FOR CORNER;

NORTH 30 DEGREES 44 MINUTES 19 SECONDS WEST, A DISTANCE OF 381.66 FEET TO A NORTHWEST CORNER OF SAID HILLS AT TEALWOOD, PHASE I, SAID POINT BEING ON THE SOUTHEAST LINE OF A CALLED 88.069 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 90185, PAGE 2032, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 48 MINUTES 33 SECONDS EAST, OVER AND ACROSS SAID "TRACT 5", ALONG SAID SOUTHEAST LINE OF CITY OF MESQUITE TRACT AND ALONG THE SOUTHEAST LINE OF VALLEYCREEK ADDITION, PHASE TWO, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 86051, PAGE 3779, MAP RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 3684.59 FEET TO THE EAST CORNER OF SAID VALLEYCREEK ADDITION, PHASE TWO, SAID POINT ALSO BEING ON THE NORTHEAST LINE OF SAID "TRACT 5" AND THE SOUTHWEST LINE OF CEDARBROOK ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 98228, PAGE 4, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 31 MINUTES 27 SECONDS EAST, ALONG SAID NORTHEAST LINE OF "TRACT 5" AND SAID SOUTHWEST LINE OF CEDARBROOK ESTATES, A DISTANCE OF 545.40 FEET TO AN EAST CORNER OF SAID "TRACT 5" AND THE SOUTH CORNER OF SAID CEDARBROOK ESTATES, SAID POINT BEING ON THE NORTHWEST LINE OF AFORESAID "TRACT 11";

THENCE, NORTH 44 DEGREES 49 MINUTES 26 SECONDS EAST, ALONG SAID NORTHWEST LINE OF "TRACT 11" AND THE SOUTHEAST LINE OF SAID CEDARBROOK ESTATES, A DISTANCE OF 34.66 FEET TO A NORTHWEST CORNER OF BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 20033167, PAGE 146, MAP RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING ON THE NORTHWEST LINE OF SAID "TRACT 11" AND THE SOUTHEAST LINE OF SAID CEDARBROOK ESTATES;

THENCE, OVER AND ACROSS SAID "TRACT 11" AND ALONG THE WEST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 38 DEGREES 08 MINUTES 15 SECONDS EAST, A DISTANCE OF 69.48 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 08 MINUTES 19 SECONDS WEST, A DISTANCE OF 425.17 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 03 MINUTES 52 SECONDS WEST, A DISTANCE OF 371.64 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 20 MINUTES 29 SECONDS EAST, A DISTANCE OF 1004.43 FEET TO A POINT FOR CORNER ON THE NORTHWEST RIGHT-OF-WAY LINE OF TWIN OAKS DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08 DEGREES 56 MINUTES 52 SECONDS, A RADIUS OF 560.00 FEET AND A LONG CHORD THAT BEARS NORTH 13 DEGREES 36 MINUTES 21 SECONDS WEST, A DISTANCE OF 87.37 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID "TRACT 11" AND SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 87.45 FEET TO A POINT FOR CORNER;

NORTH 18 DEGREES 04 MINUTES 47 SECONDS WEST, A DISTANCE OF 119.36 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 28 SECONDS, A RADIUS OF 640.00 FEET AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 08 MINUTES 57 SECONDS EAST, A DISTANCE OF 565.71 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 585.96 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21 DEGREES 14 MINUTES 54 SECONDS, A RADIUS OF 225.00 FEET, AND A LONG CHORD THAT BEARS NORTH 66 DEGREES 33 MINUTES 45 SECONDS WEST, A DISTANCE OF 82.96 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID "TRACT 11" AND ALONG THE NORTHEAST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 83.44 FEET TO A POINT FOR CORNER;

NORTH 77 DEGREES 11 MINUTES 12 SECONDS WEST, A DISTANCE OF 34.92 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 55 DEGREES 43 MINUTES 56 SECONDS, A RADIUS OF 275.00 FEET AND A LONG CHORD THAT BEARS NORTH 49 DEGREES 19 MINUTES 14 SECONDS WEST, A DISTANCE OF 257.07 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 267.50 FEET TO A POINT FOR CORNER;

NORTH 21 DEGREES 27 MINUTES 16 SECONDS WEST, A DISTANCE OF 217.03 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23 DEGREES 43 MINUTES 19 SECONDS, A RADIUS OF 225.00 FEET AND A LONG CHORD THAT BEARS NORTH 33 DEGREES 18 MINUTES 55 SECONDS WEST, A DISTANCE OF 92.49 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 93.16 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 10 MINUTES 34 SECONDS WEST, A DISTANCE OF 172.59 FEET TO THE NORTH CORNER OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, SAID POINT BEING ON THE NORTHWEST LINE OF SAID "TRACT 11" AND THE SOUTHEAST LINE OF AFORESAID CEDARBROOK ESTATES;

THENCE, NORTH 44 DEGREES 49 MINUTES 26 SECONDS EAST, A DISTANCE OF 1286.05 FEET TO THE NORTH CORNER OF SAID "TRACT 11" AND THE EAST CORNER OF SAID CEDARBROOK ESTATES, SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 46 DEGREES 02 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, A DISTANCE OF 1099.27 FEET TO A POINT FOR CORNER;

THENCE, NORTH 11 DEGREES 30 MINUTES 20 SECONDS EAST, OVER AND ACROSS SAID EAST CARTWRIGHT ROAD, PASSING AT A DISTANCE OF 142.21 FEET THE SOUTH CORNER OF LOT 1, BLOCK A OF DIVINE MERCY ADDITION, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070019482, MAP RECORDS, DALLAS COUNTY, TEXAS, CONTINUING OVER AND ACROSS AFORESAID 119.95 ACRE TRACT AND ALONG THE SOUTHEAST LINE OF SAID LOT 1, BLOCK A, IN ALL A TOTAL DISTANCE OF 519.53 FEET TO A POINT FOR CORNER;

THENCE, NORTH 26 DEGREES 06 MINUTES 30 SECONDS EAST, CONTINUING OVER AND ACROSS SAID 119.95 ACRE TRACT AND ALONG THE SOUTHEAST LINE OF SAID LOT 1, BLOCK A, A DISTANCE OF 754.65 FEET TO THE EAST CORNER OF SAID LOT 1, BLOCK A, SAID POINT BEING ON THE NORTHEAST LINE OF SAID 119.95 ACRE TRACT AND THE SOUTHWEST RIGHT-OF-WAY LINE OF MESQUITE VALLEY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, ALONG THE NORTHEAST LINE OF SAID 119.95 ACRE TRACT AND THE SAID SOUTHWEST RIGHT-OF-WAY LINE OF MESQUITE VALLEY ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 908.03 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 42 DEGREES 01 MINUTES 25 SECONDS, A RADIUS OF 241.04 FEET AND A LONG CHORD THAT BEARS SOUTH 66 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 172.85 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 176.79 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 45 DEGREES 49 MINUTES 44 SECONDS EAST, CONTINUING ALONG SAID NORTHEAST LINE OF 119.95 ACRE TRACT, THE SOUTHWEST LINE OF CANTARA COVE ADDITION, PHASE II, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 2000-036, PAGE 2908, MAP RECORDS, DALLAS COUNTY, TEXAS AND THE SOUTHWEST LINE OF CANTARA COVE ADDITION, PHASE I, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 99211, PAGE 2763, MAP RECORDS, DALLAS COUNTY, TEXAS, OVER AND ACROSS AFORESAID 2.694 ACRE TRACT AND AFORESAID "TRACT 7", A DISTANCE OF 3014.74 FEET TO A POINT FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF AFORESAID EAST CARTWRIGHT ROAD;

THENCE, NORTH 77 DEGREES 53 MINUTES 26 SECONDS EAST, OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID NORTH RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, A DISTANCE OF 193.18 FEET TO A POINT FOR CORNER AT THE SOUTH END OF A CORNER CLIP AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD AND THE SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 57 DEGREES 06 MINUTES 34 SECONDS WEST, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND SAID CORNER CLIP, A DISTANCE OF 42.43 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 59 DEGREES 50 MINUTES 26 SECONDS, A RADIUS OF 168.16 FEET AND A LONG CHORD THAT BEARS NORTH 14 DEGREES 28 MINUTES 28 SECONDS EAST, A DISTANCE OF 167.76 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 175.63 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 30 MINUTES 29 SECONDS WEST, A DISTANCE OF 1.85 FEET TO A NORTH CORNER OF A CALLED 6.647 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 200305302992, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING ON THE NORTHWEST LINE OF SAID "TRACT 7" AND SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE;

THENCE, NORTH 44 DEGREES 28 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWEST LINE OF "TRACT 7", THE NORTHWEST LINE OF AFORESAID 2.06 ACRE TRACT AND SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE, A DISTANCE OF 579.38 FEET TO THE NORTH CORNER OF SAID 2.06 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 32 MINUTES 20 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 2.06 ACRE TRACT, THE NORTHEAST LINE OF SAID "TRACT 7" AND THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID BEAR DRIVE, A DISTANCE OF 1252.87 FEET TO A POINT FOR CORNER IN AFORESAID EAST CARTWRIGHT ROAD;

THENCE, SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, PASSING AT A DISTANCE OF 48.23 FEET THE NORTH CORNER OF A CALLED 25.131 ACRE TRACT OF LAND CONVEYED TO WAL-MART REAL ESTATE BUSINESS TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 201500177457, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG THE NORTHWEST LINE OF SAID 25.131 ACRE TRACT, A TOTAL DISTANCE OF 1057.41 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 40.00 FEET AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 56.57 FEET;

THENCE, ALONG SAID TANGENT CURVE TO THE LEFT, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID NORTHWEST LINE OF 25.131 ACRE TRACT, AN ARC DISTANCE OF 62.83 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, CONTINUING ALONG SAID NORTHWEST LINE OF 25.131 ACRE TRACT AND OVER AND ACROSS AFORESAID "TRACT 6", A DISTANCE OF 1044.83 FEET TO A POINT FOR CORNER IN THE APPROXIMATE CENTER LINE OF AFORESAID FAITHON P. LUCAS SR. BOULEVARD;

THENCE, SOUTH 44 DEGREES 19 MINUTES 48 SECONDS WEST, CONTINUING OVER AND ACROSS SAID "TRACT 6" AND WITH SAID APPROXIMATE CENTER LINE OF FAITHON P. LUCAS SR. BOULEVARD, A DISTANCE OF 268.94 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 1424.398 ACRES, OR 62,046,765 SQUARE FEET OF LAND.

EXHIBIT B
DEPICTION OF WATER AND SEWER IMPROVEMENTS

