

RESOLUTION NO. 84-2021

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; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A TIRZ NO. 14 REIMBURSEMENT AGREEMENT AND CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT FOR SUCH PURPOSES WITH 42 ALCOTT, LP (THE "DEVELOPER"), AND THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NO. 14, CITY OF MESQUITE, TEXAS ("ALCOTT STATION") REGARDING: (I) THE DEVELOPER'S CONSTRUCTION OF A CLASS A INDUSTRIAL BUILDING LOCATED AT 3301 EAST GLEN BOULEVARD AND 3300 EAST GLEN BOULEVARD, MESQUITE, TEXAS, (COLLECTIVELY THE "PROPERTY"), (II) THE ACQUISITION FROM THE CITY AND BY THE DEVELOPER OF APPROXIMATELY 1.72 ACRES OF LAND CURRENTLY DIVIDING THE PROPERTY, AND (III) THE GRANTING TO DEVELOPER OF CERTAIN ECONOMIC DEVELOPMENT INCENTIVES; AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AND EXECUTE SUCH DOCUMENTS AS ARE NECESSARY OR ADVISABLE TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT, AND 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, on April 5, 2021, by City Ordinance No. 4853 ("**Ordinance No. 4853**"), the City created Reinvestment Zone Number Fourteen, City of Mesquite, Texas (Alcott Logistics Station), a tax increment reinvestment zone created pursuant to Chapter 311 of the Texas Tax Code (the "**Act**") consisting of approximately 251.8175 acres of land (the "**Zone**") generally located south of East Scyene Road, west of the Mesquite Metro Airport, north of Berry Road and Newsom Road, and east of Smokey Mountain Trail, being within the corporate limits of the City of Mesquite, Dallas County, Texas, and being more particularly described in Ordinance No. 4853 (the "**TIRZ**"); and

WHEREAS, by City Ordinance No. 4853, the City established a Board of Directors for the TIRZ (the "**TIRZ Board**"); and

WHEREAS, the City created the TIRZ to promote development or redevelopment in the Zone, in accordance with the Act; and

WHEREAS, on May 3, 2021, the TIRZ Board approved a project plan and reinvestment zone financing plan for the TIRZ and recommended approval of such project plan and reinvestment zone financing plan to the City Council for approval; and

WHEREAS, on May 3, 2021, by City Ordinance No. 4857, the City Council approved a project plan and reinvestment zone financing plan for the TIRZ (such project plan and reinvestment zone financing plan, as hereafter amended, being hereinafter referred to as the **“TIRZ Project and Financing Plan”**); and

WHEREAS, to facilitate development within the Zone, the TIRZ Project and Financing Plan contemplates abandonment of certain portions of East Glen Boulevard right-of-way within the Zone and realignment of East Glen Boulevard within the Zone and on May 3, 2021, by Ordinance No. 4860, the City Council abandoned, subject to reservation of an easement, approximately 256,347 square feet of right-of-way of East Glen Boulevard as more particularly described in Ordinance No. 4860; and

WHEREAS, 42 Alcott, LP (the **“Developer”**), owns or controls an approximately 10.847-acre tract of land located at 3301 East Glen Boulevard, and an approximately 12.587-acre tract of land located at 3300 East Glen Boulevard, City of Mesquite, Dallas County, Texas, which is divided by 1.72 acres of East Glen Boulevard right-of-way, all of which is situated in the James M. Sewell Survey, Abstract No. 1358, is within the Zone and is more particularly described in the Agreement, defined below (collectively the **“Property”**); and

WHEREAS, the City Council has been presented with a proposed TIRZ No. 14 Reimbursement Agreement and City Chapter 380 Incentive and Performance Agreement between the City, TIRZ Board, and Developer regarding: (i) the development of the Property including, without limitation, the construction of a minimum 350,000 square feet Class A Industrial building in the City with a minimum \$20,000,000 capital investment; (ii) the acquisition from the City and by the Developer of the approximately 1.72-acres of East Glen Boulevard right-of-way currently dividing the Developer’s property and more particularly described in the Agreement; and (iii) the granting to the Developer of certain economic development incentives in connection with development of the Property in accordance with the Agreement, a copy of said Agreement being attached hereto as Exhibit 1 and incorporated herein by reference (the **“Agreement”**); and

WHEREAS, conveyance of the 1.72-acres of East Glen Boulevard right-of-way to the Developer is necessary for development of the Property as provided in the Agreement and the City would like to encourage the development of the Property by granting certain economic development incentives to the Developer for the public purpose of creating new employment opportunities in the City, increasing the City’s ad valorem real and personal property tax base, promoting development and stimulating business and commercial activity in the City; 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: (i) the Agreement will assist in implementing a program whereby state and local economic development will be promoted, and business and commercial activity will be stimulated in the City; (ii) the conveyance of the 1.72-acres of East Glen Boulevard right-of-way to the Developer under the terms and subject to the conditions set forth in the Agreement is in the best interest of

the City and will benefit the City and its citizens; and (iii) the economic development incentives set forth in the Agreement are 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. The facts, findings, and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated and adopted as part of this resolution for all purposes.

SECTION 2. The City Council finds that the Agreement is in the best interest of the City, 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.

SECTION 3. Subject to the TIRZ Board's approval of the Agreement and approval of an amendment to the TIRZ Project and Financing Plan consistent with the Agreement, and further subject to the City Council's approval of the TIRZ Project and Financing Plan amendment, 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 Developer 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 4. 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 5. The City Manager is hereby authorized to: (i) finalize and execute the Agreement; and (ii) take such actions and execute such documents as are necessary or advisable to consummate the transactions contemplated by the Agreement, including but not limited to those necessary to convey the 1.72-acres of East Glen Boulevard right-of-way to the Developer.

SECTION 6. The City Manager is further hereby authorized to administer the Agreement on behalf of the City including, without limitation, the City Manager shall have the authority to: (i) provide any notices required or permitted by the Agreement; (ii) approve amendments to the Agreement provided such amendments, together with all previous amendments approved by the City Manager, do not increase City expenditures under the Agreement in excess of \$50,000; (iii) approve or deny any matter in the Agreement that requires the consent of the City provided, however, notwithstanding the foregoing, any assignment of the Agreement that requires the consent of the City pursuant to the terms of the Agreement shall require the approval of the City Council; (iv) approve or deny the waiver of performance of any covenant, duty, agreement, term or condition of the Agreement; (v) exercise any rights and remedies available to the City under the Agreement; and (vi) execute any notices, amendments, approvals, consents, denials and waivers authorized by this Section 6 provided, however, notwithstanding anything contained herein to the contrary, the authority of the City Manager pursuant to this Section 6 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 7. 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 6th day of December 2021.



Daniel Alemán, Jr.
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:



David L. Paschall
City Attorney

EXHIBIT 1

**A TIRZ NO. 14 REIMBURSEMENT AGREEMENT
AND AN ECONOMIC DEVELOPMENT PROGRAM
CHAPTER 380 AGREEMENT**

BETWEEN

**THE CITY OF MESQUITE, TEXAS,
42 ALCOTT, LP, AND
THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NO. 14, CITY OF
MESQUITE, TEXAS**

**TIRZ #14 REIMBURSEMENT AGREEMENT AND CITY CHAPTER 380 INCENTIVE AND
PERFORMANCE AGREEMENT
42 REAL ESTATE (ALCOTT LOGISTICS STATION)**

This TIRZ #14 Reimbursement Agreement and City Chapter 380 Incentive and Performance Agreement (“Agreement”) is made by and among the City of Mesquite, Texas (the “City”), Board of Directors of Reinvestment Zone Number 14, City of Mesquite, Texas (Alcott Station) (the “Board”), and 42 Alcott, LP a Texas limited partnership (the “Developer”) (each a “Party“ and collectively the “Parties”), acting by and through their respective authorized representatives.

WITNESSETH:

WHEREAS, all capitalized terms used herein shall have the meanings set forth in Article I of this Agreement; and

WHEREAS, Developer owns or in the near future will own the Property; and

WHEREAS, the Property is located within the Zone; and

WHEREAS, Developer intends to construct, or cause construction of the Facility and related public improvements/infrastructure to serve the Property upon full development; and

WHEREAS, Developer has agreed to complete, at Developer’s sole cost, the East Glen Removal Project by the deadline set forth in Section 3.1.a. in this Agreement; and

WHEREAS, Developer has advised the City and the Board that a contributing factor that would encourage Developer to construct the Facility, Drainage Improvements, Easement Improvements, Other Improvements, and complete the East Glen Removal Project would be an agreement with the City and the Board to incentivize the development of the Facility, construction of the Drainage Improvements, construction of the Easement Improvements, construction of the Other Improvements, and completion the East Glen Removal Project; and

WHEREAS, the City and Board desire to encourage new and expanded business enterprises within the City that will add employment opportunities, property tax base, and generate additional sales tax and other revenue for the City; and

WHEREAS, as partial consideration for Developer using the exterior and interior materials and design approved by the City in accordance with this Agreement and the exhibits attached hereto to construct the Facility, the City and/or the Board will provide, subject to the terms of this Agreement, the 380 Grant and TIRZ Reimbursement; and

WHEREAS, the promotion of new business enterprises and the expansion of existing businesses within the Zone will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has established an Economic Development Incentive 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 City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 ("Chapter 380") to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant based upon the amount of Roadway Impact Fees paid by the Developer in accordance with this Agreement is in accordance with the City's 380 Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the Board has determined that the Drainage Improvements, Easement Improvements, Other Improvements, and East Glen Removal Project are eligible project costs for the Zone, and the City and Board intend to amend the Zone Plan to include the Drainage Improvements and Easement Improvements, and Other Improvements; and

WHEREAS, the Board has determined that funding the Drainage Improvements, Easement Improvements, Other Improvements, and East Glen Removal Project in accordance with this Agreement will further the objectives of the Board, will benefit the City and the City's inhabitants, will benefit the Zone, and will promote or develop new or expanded business enterprises and stimulate business and commercial activity in the City and the Zone.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"380 Grant" shall have the meaning ascribed in Section 3.3(a).

"Act" shall mean the Tax Increment Financing Act, Title 3, Subtitle B, Chapter 311 of the Texas Tax Code.

"Agreement" shall have the meaning ascribed in the introductory paragraph.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such

Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Building Official" shall mean the "Building Official" of the City as defined in Section 202, "Definitions," of Chapter 2, "Definitions," of the International Building Code, 2015 Edition, a publication of the International Code Council, adopted and designated as the official building code of the City, as such definition may hereafter be amended by the adoption of a later edition of the International Building Code as the official building code of the City.

"Building Permit" shall mean a written permit or authorization issued by the City, after review and verification of code compliance, by the Building Official, or the Building Official's designee, to the Developer allowing the Developer to proceed with construction of the Facility on the Property, and includes any construction related permit required under Section 105, "Permits," of Part 2, "Administration and Enforcement," of Chapter 1, "Scope and Administration," of the International Building Code, 2015 Edition, a publication of the International Code Council, adopted and designated as the official building code of the City, as such definition may hereafter be amended by the adoption of a later edition of the International Building Code as the official building code of the City.

"Board" shall have the meaning ascribed in the introductory paragraph.

"Chapter 380" shall have the meaning ascribed in the recitals.

"City" shall have the meaning ascribed in the introductory paragraph.

"City Manager" shall mean the acting City Manager of the City of Mesquite, TX.

"City Regulation(s)" shall mean any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, as amended and adopted by the City and as are applicable to the Property, including but not limited to the Code of Ordinances, the Planned Development zoning ordinance adopted on April 19, 2021 by Ordinance No. 4856, and the Alcott Design Guidelines which are attached to Ordinance No. 4856 and which are also attached hereto as **Exhibit "G"**.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facility; (ii) all necessary Building Permits and other permits for the construction of the Facility and the East Glen Removal Project, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction of the Facility has commenced.

"Complaining Party" shall have the meaning ascribed in Section 5.1.

“Completion of Construction” shall mean that: (i) construction of the Facility has been substantially completed; (ii) the City has inspected the Facility; (iii) the City has issued a final shell certificate of occupancy for the Facility; (iv) the East Glen Removal Project has been completed; (v) construction of the Drainage Improvements has been completed pursuant to the permits and the City has accepted the Drainage Improvements; and (vi) construction of the Easement Improvements has been completed pursuant to the permits and the City has accepted the Easement Improvements, and (vii) construction of the Other Improvements and the City has accepted the Other Improvements (provided all actions by the City shall be timely and any approvals shall not be unreasonably withheld).

“Concept Plan” shall mean the Concept Plan attached hereto as **Exhibit “B”**, as subsequently approved by the City pursuant to Section 3.1(b) hereof.

“Cure Time Notice” shall have the meaning ascribed in Section 5.1.

“Developer” shall have the meaning ascribed in the introductory paragraph.

“Drainage Improvements” shall mean the design and construction of common drainage system improvements to convey water past Faithon P. Lucas, Sr., Blvd. in accordance with applicable City Regulations and in cooperation with the adjacent property owner to the west (as of the Effective Date, being Urban Logistics Realty). A general description of the Drainage Improvements and the estimated costs thereof is provided in **Exhibit “F”**.

“Easement Improvements” shall have the meaning ascribed in Section 3.1(c) as further described in **Exhibit “F”**.

“East Glen Removal Project” shall mean the removal by Developer, at Developer’s sole cost and expense, of all of the pavement and utilities from the East Glen Property.

“East Glen Property” shall mean the approximately 1.802 acre tract of land currently owned by the City of Mesquite that is an abandoned portion of former East Glen Boulevard right-of-way described and depicted in **Exhibit “C”**.

“Effective Date” shall mean December 6, 2021.

“Event of Default” shall have the meaning ascribed in Section 5.2.

“Expiration Date” shall mean the earlier of (i) December 31, 2051, or (ii) the date that all Parties have fully satisfied their respective obligations herein.

“Facility” shall be the commercial building or the buildings, being at least 350,000 square feet with a capital investment, exclusive of the (i) land value, (ii) land acquisition costs (iii) costs of the East Glen Removal Project, and (iv) design and construction costs of the Drainage Improvements and Easement Improvements, which totals at least \$20,000,000.00 in the general location on the Property as shown on **Exhibit “B”**.

“Force Majeure” shall mean a major unforeseeable act or event that: (i) materially and adversely affects the affected Party’s ability to timely perform its obligation(s) under this Agreement; (ii) is beyond the reasonable control of the affected Party; (iii) is not caused by any act or omission on the part of the affected Party or the affected Party’s officers, partners, employees, agents, servants contractors, subcontractors, or any person entering the Property under the express or implied invitation of the affected Party; and (iv) could not have been prevented or avoided by the Party who suffers it by the exercise of commercially reasonable efforts. “Force Majeure” must satisfy each of the above requirements and shall include (but not be limited to): (a) natural phenomena and acts of God such as lightning, floods, hurricanes, tornadoes, earthquakes; (b) explosions; (c) fires; (d) wars, civil disturbances and terrorism; (e) strikes, labor shortages, or shortage of materials or equipment, that delay construction for a minimum of thirty (30) consecutive days; (f) pandemics, epidemics, public health crises, or other uncontrollable circumstances in which a federal, state or municipal governmental order prevents or materially impedes commercial construction within the Property; (g) abnormal weather based on the 5-year NOAA climatic average weather days for North Texas; (h) delays in the issuance of the Building Permits for the Facility except for delays caused in whole or in part by any act or omission of Developer or its consultants, contractors or subcontractors; or (i) changes in City Regulations that materially impact the design or construction of the Facility, provided, however, that in no event will “Force Majeure” include a governmental order that prevents the Developer, or its contractors or subcontractors, from proceeding with the construction of the Facility or any other improvements on the Property, as a result of the Developer’s, or its contractors or subcontractors’ failure to comply with the City Regulations. Notwithstanding the forgoing, “Force Majeure” shall not include: (1) any financial or economic hardship; (2) insufficiency of funds; (3) changes in market or economic conditions; (4) any default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the affected Party; or (5) any delay of the general contractor or any subcontractor, vendor or supplier, except for delay(s) as a result of an act or event defined herein as Force Majeure.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authorities, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by the Developer.

“Memorandum” shall have the meaning ascribed in Section 6.25.

“Other Improvements” is the portion of the improvements as described in Exhibit “F”.

“Party(ies)” shall have the meaning ascribed in the introductory paragraph.

“Payment Request” means a complete written request from the Developer to the City and the Board, accompanied by copies of the Building Permit, shell certificate of occupancy, contracts for construction of the Facility, and copies of invoices, bills, and

receipts in order to demonstrate a cost incurred by Developer, exclusive of the (i) land value, (ii) land acquisition costs, (iii) East Glen Removal Project, and (iv) design and construction costs of the Drainage Improvements and Easement Improvements, of at least \$20,000,000, and including such other information as may reasonably be requested by the City and/or Board for verification.

“Program“ shall have the meaning ascribed in the recitals.

“Property” shall mean the real property described and depicted in **Exhibit “A”** which consists of approximately 24.6 acres generally located in the James M. Sewell Survey, Abstract Number 1358.

“Receiving Party” shall have the meaning ascribed in Section 5.1.

“Related Agreement“ shall mean any agreement (other than this Agreement) by and between the City and/or the Board and the Developer, including but not limited to any Chapter 380 loan documents.

“Roadway Impact Fees“ shall mean the impact fees adopted under the authority of Texas Local Government Code Chapter 395 and charged by the City to the Developer to fund or recoup all or part of the cost of roadway capital improvements or roadway facility expansions necessitated by and attributable to the Facility pursuant to the City’s Impact Fee Ordinance No. 4756, as hereafter amended.

“South Easement Improvements“ is the portion of the Easement Improvements as defined in Section 3.1(a)(ii) and described in **Exhibit “F”**.

“TIRZ Funds“ shall mean the increment from ad valorem real property taxes levied and collected by the City on the captured appraised value of the Property and the Facility, which shall be contained in the fund established by the City pursuant to Ordinance No. 4853 for the deposit of Zone funds in accordance with the Act and the governing documents of the Zone adopted in accordance with the Act.

“TIRZ Reimbursement“ shall have the meaning in Section 3.4(a).

“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.

“Zone“ shall mean Reinvestment Zone Number 14, City of Mesquite, Texas (Alcott Station), which was created pursuant to City Ordinance No. 4853, adopted on April 5, 2021, as amended.

“Zone Plan“ shall mean the Project and Financing Plan for the Zone (as authorized by the Act) adopted on May 3, 2021, and as the Project and Financing Plan for the Zone is amended to incorporate the items in Exhibit F attached hereto and made a part hereof.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein or as mutually agreed to by the Parties in writing.

Article III Projects

3.1 (a) Construction Timeframes.

(i) Developer’s Construction Deadlines. Developer shall design and construct, or cause the design and construction of, the Facility, the Drainage Improvements, the Easement Improvements, and the Other Improvements in accordance with this Agreement. Developer shall cause Commencement of Construction of the Facility and the Other Improvements to occur no later than July 31, 2024. Developer shall cause Completion of Construction of the Facility and the Other Improvements by July 31, 2027. Developer shall complete construction of the Drainage Improvements no later than August 1, 2022. Developer shall complete construction of the Easement Improvements no later than July 31, 2027. Developer also shall complete the East Glen Removal Project no later than July 31, 2024. Developer acknowledges and agrees that the City shall not issue any type of certificate of occupancy for the Facility until the East Glen Removal Project, Drainage Improvements and Easement Improvements have been completed.

(ii) Deadlines if City Elects to Construct Prior to Developer’s Deadlines. If, due to timing, the adjacent property to the west needs the Drainage Improvements and/or the portion of the Easement Improvements to be located on the south side of the Facility as noted on Exhibit “F“ (the “South Easement Improvements“) to be built prior to Developer beginning to timely construct such improvements, the City may pay to design and construct the Drainage Improvements and/or South Easement Improvements, which will reduce the TIRZ Reimbursement due to Developer by the amount of such costs funded by the City. The City shall notify Developer in writing should it choose to exercise its rights under this paragraph and is not required to, but may, provide Developer an opportunity to cure using the procedures set forth in Article V. All costs shall be commercially reasonable, however all costs resulting from the City using a competitive bidding or purchasing process required by state law shall be deemed reasonable and not eligible for protest. In all cases, the design of the Drainage Improvements and the South Easement Improvements shall be substantially in accordance with the drawings by Winkelmann & Associates that were in the City’s offices on or before November 17, 2021. By this Agreement, Developer grants City a temporary construction license to the Property for the sole purpose of completing the Drainage Improvements and/or South Easement Improvements. In the event the City undertakes construction of the Drainage Improvements and/or South Easement

Improvements and does not complete such project(s) within six (6) months after beginning construction, Developer shall be entitled to assume responsibility for completing such project and the actual costs therefore shall be reimbursed by the TIRZ Reimbursement.

(b) Development of the Property.

(i) Developer understands and acknowledges that development of the Property, including but not limited to the Facility, Easement Improvements, Drainage Improvements, Other Improvements, and other related improvements, must be in compliance with the City Regulations. Developer agrees that the Facility shall be a Class A industrial building, as such buildings are described herein and in Planned Development Zoning Ordinance No.4856. Formal approval of a final Concept Plan for the Property, which substantially conforms to this Agreement, by the City is required prior to Commencement of Construction of the Facility. The Developer shall submit and use diligent, good faith efforts to obtain final City approval of a final Concept Plan, elevations and landscaping plan for the Facility, substantially consistent with the attached exhibits known as Exhibits "B", "D-1", D-2", "F" and "G", and the City Regulations, not later than twelve (12) months after the Effective Date. The Facility shall be constructed and operated in accordance with the final Concept Plan, building elevations, and landscape plan approved by the City, in accordance with the City Regulations and as provided herein.

(ii) Developer acknowledges and agrees that the Property shall be subject to those fees and charges due and payable to the City in connection with the development and the Facility that are charged pursuant to City Regulations. Developer acknowledges and agrees it shall be responsible for obtaining Building Permits and any other permits required under the City Regulations in connection with the East Glen Removal Project, construction of the Drainage Improvements, the Easement Improvements, Other Improvements, and other improvements, and the Facility.

(iii) *As consideration for the incentives provided herein, Developer has requested and the Parties agree that the City Regulations, as subsequently amended, including but not limited to the City's building material regulations in the zoning ordinance and other City Regulations, as subsequently amended, apply to the Property, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or as such law may be subsequently amended.* The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in this Agreement regarding: (i) the development of the Property in compliance with the City Regulations and the exhibits hereto; and (ii) the construction of the Facility on the Property in compliance with the City Regulations are covenants that touch and concern the land and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the land and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should Developer fail to comply with this Section 3.1(b)(iii) for any portion of the Property, the City and/or the Board shall have no obligation to pay the 380 Grant and/or the TIRZ Reimbursement.

(c) Easement and Easement Improvements. Simultaneously with the execution of this Agreement, Developer shall execute the easement document attached hereto as Exhibit “E”, which grants a minimum of a 100-foot wide easement to the City from the north side of Newsom Road north for a minimum of 100 feet, and which grants a 15 foot buffer easement along Faithon P. Lucas Sr. Blvd., as shown on the Concept Plan, for drainage improvements, an earthen berm, fencing and trails (with access from Newsom Rd.), and all other items required by Planned Development Zoning Ordinance No. 4856 (the “Easement Improvements”). Developer shall design and complete construction of the Easement Improvements by July 31, 2027. A general description of the Easement Improvements and the estimated cost thereof is provided in Exhibit “F”.

(d) Drainage Improvements. The Developer shall design and complete construction of the Drainage Improvements no later than August 1, 2022. Developer may request a Chapter 380 loan from the City to help finance Developer’s cost to construct the Drainage Improvements as described in Section 3.3(d) below. Should Developer fail to timely construct the Drainage Improvements, the City shall have the right, but not the obligation, to construct the Drainage Improvements (and not a swale), using the design prepared by Developer and Developer’s consultants, if such design has been completed and sealed by a licensed engineer and can lawfully be conveyed from Developer to City, otherwise the City may design the Drainage Improvements in substantially the same design as the Developer’s design and not as temporary improvements. Should the City design and/or construct the Drainage Improvements as permitted by this paragraph, the City shall be entitled to be reimbursed one hundred percent (100%) of its actual costs from the TIRZ Funds before any TIRZ Reimbursement is paid to Developer.

(e) Truck Access. The Parties agree that two private driveways for truck access to the Property shall be built by Developer along Faithon P. Lucas, Sr. Blvd., of which, one must be located between East Scyene Rd. and the East Glen Property and one must be located between Newsom Rd. and the East Glen Property; and each of the private driveways will have right and left turn capability for passenger vehicles, but shall be designed to prohibit tractor trailers and trucks from turning right.

3.2 Former East Glen Blvd. The Developer, at its sole cost and expense, shall complete the East Glen Removal Project no later than July 31, 2024. The City has previously abandoned the right-of-way for former East Glen Blvd. but still owns the East Glen Property. The City shall convey the East Glen Property to Developer within sixty (60) days after Developer’s timely completion of construction of the East Glen Removal Project and of the Drainage Improvements, and such conveyance shall be by a deed without warranty. By this Agreement, City grants Developer a temporary construction license to the East Glen Property for the sole purpose of completing the East Glen Removal Project. The City Manager is authorized to convey the East Glen Property at a time different than required by this paragraph under terms agreed to by the City Manager, if agreed to and requested by the Developer to secure financing for construction of the Facility.

3.3 Chapter 380 Grant.

(a) Amount of 380 Grant. Assuming Developer's timely completion and compliance with all of Developer's obligations set forth in Sections 3.1(a) through (e) above and Section 3.2 above, the City will provide an economic development incentive to Developer in an amount equal to one-hundred percent (100%) of the City's Roadway Impact Fees actually collected for the Facility prior to July 31, 2024 (the "380 Grant"). After Commencement of Construction of the Facility, Developer shall notify the City in writing that Commencement of Construction has occurred. The City shall then have sixty (60) days to verify that Commencement of Construction has occurred, and assuming such verification, pay Developer fifty percent (50%) of the 380 Grant. Within sixty (60) days following verification of the Payment Request for the Facility in accordance with Section 3.3(b) below, the City shall pay Developer the remaining fifty percent (50%) of the 380 Grant.

(b) 380 Grant Payment Request; Cost Verification. Within sixty (60) days after Completion of Construction, Developer shall submit the Payment Request for the remaining half of the 380 Grant to the City. The City shall verify the Payment Request within sixty (60) days after receipt thereof, and if a Payment Request is incomplete or if other information is necessary to approve the Payment Request, the City shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify and approve the Payment Request.

(c) Funds for 380 Grant. The 380 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 or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City but is payable only from funds of the City authorized by the Program and Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380. Payment of the 380 Grant is subject to the City's appropriation of funds for such purpose to be paid in the budget year for which such installment is to be paid, but the City shall not unreasonably withhold payment. This Article III, Section 3.3(c) shall expressly survive the expiration or termination of this Agreement.

(d) If requested by Developer in writing, the City shall provide Developer a loan under Chapter 380 in an amount not to exceed the cost to design and construct the Drainage Improvements reflected in fully-executed engineering and/or construction contracts to which the Developer is a party. The City shall be responsible for drafting the loan documents. Developer shall have up to five (5) years to repay the Chapter 380 loan in five (5) equal annual payments due on the anniversary date of the loan documents, with no penalty for pre-payment. The Chapter 380 loan shall be fully secured by the TIRZ Reimbursement, with the TIRZ Reimbursement being first used for any delinquent annual Chapter 380 loan payment before being paid to Developer as set forth in Section 3.4.

3.4 TIRZ Reimbursement.

(a) Assuming Developer's timely completion and compliance with all of Developer's obligations set forth in Sections 3.1(a) through (e) above and Section 3.2 above, the City and Board will provide reimbursement to the Developer in an amount equal to the Developer's actual design

and construction costs, including any Chapter 380 loan (including interest), for the Drainage Improvements, and the Easement Improvements, and the Other Improvements, and actual costs of the East Glen Removal Project that are in excess of the Roadway Impact Fees, not to exceed Five Million Two Hundred Fifty Thousand dollars (\$5,250,000)(the "TIRZ Reimbursement"). Subject to the City's right of reimbursement in Section 3.1(d) or right of security in Section 3.3(d), within sixty (60) days of verification of the Payment Request in accordance with Section 3.4(b) below, the City shall pay the TIRZ Reimbursement to Developer; however, should the TIRZ Funds available be less than the amount owed for the TIRZ Reimbursement, the City shall then make annual payments to Developer by May 31st of each calendar year using the TIRZ Funds received since the last payment and continuing each subsequent year until the full amount of the TIRZ Reimbursement has been paid.

(b) Payment Requests; Cost Verification. Within sixty (60) days after Completion of Construction, Developer shall submit the Payment Request for the TIRZ Reimbursement to the Board and the City. The Board and the City shall verify the Payment Request within sixty (60) days after receipt thereof, and if a Payment Request is incomplete or if other information is necessary to approve the Payment Request, the Board and/or City shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify and approve the Payment Request.

(c) Zone Plan Amendment. On or before March 31, 2022, the City and the Board shall amend the Zone Plan to include the Drainage Improvements and Easement Improvements, and Other Improvements identified on **Exhibit "F"** and the East Glen Removal Project, so that such are eligible for be reimbursed with the TIRZ Reimbursement.

(d) Funds for TIRZ Reimbursement. The Parties hereto acknowledge that the TIRZ Reimbursement to be made to Developer shall come solely from the TIRZ Funds. The City hereby represents to Developer that 100% of the TIRZ Funds (after payment of the proportionate share of administrative costs for the Zone) shall be used solely to reimburse Developer until the entire TIRZ Reimbursement is paid to Developer. The City further represents to Developer that the City has not entered into and hereafter will not enter into any agreements that would obligate the City to utilize any of the TIRZ Funds to make any other payments until the TIRZ Reimbursement to Developer has been paid in full. The TIRZ Reimbursement payable by the City and/or Board to the Developer is payable only from the TIRZ Funds and is not secured by any other monies in the Zone account, a pledge of ad valorem taxes, or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City. Payment of the TIRZ Reimbursement is subject to the Board's and/or City's appropriation of funds for such purpose to be paid in the budget year for which such installment is to be paid, but neither the City nor the Board shall unreasonably withhold payment. This Article III, Section 3.4(d) shall expressly survive the expiration or termination of this Agreement.

Article IV
Conditions to 380 Grant and TIRZ Reimbursement Payments

4.1 General. Developer (1) agrees to each of the following, and (2) agrees that the obligation of the City to pay the 380 Grant and convey the East Glen Property, and the Board and the City to pay the TIRZ Reimbursement hereunder, shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Developer, plus each of the terms and conditions set forth below:

(a) Good Standing. Developer shall not have an uncured breach of this Agreement or a Related Agreement.

(b) Payment Request. Developer shall have timely provided the City and Board with the complete Payment Requests. The City is entitled to verify the Payment Request before any portion of the 380 Grant is paid. The City and Board are entitled to verify the Payment Request before all or any portion of the TIRZ Reimbursement is paid.

(c) Expenditure. The Payment Request provides verification that Developer incurred costs, excluding land value, land acquisition costs, East Glen Removal Project costs, and design and construction costs of the Drainage Improvements and Easement Improvements, of at least \$20,000,000 in designing and constructing the Facility.

(d) Certificate of Occupancy and Design Guidelines. Developer shall have timely received a shell certificate of occupancy for the Facility and the building materials approved by the City in accordance with the terms hereof were used in construction of the Facility.

(e) Easement. Developer shall have timely executed the form for the easement attached hereto as Exhibit "E".

(f) Improvements and East Glen removal Project. Developer shall have timely completed the Drainage Improvements, and the Easement Improvements, and the Other Improvements, other than those the City elects to complete pursuant to Section 3.1(a)(ii) above, and timely completed the East Glen removal Project by the dates established in this Agreement.

(g) Timely Payment of Development Fees. Developer shall timely pay to the City all impact fees, permit fees, development fees, review fees and inspection fees in connection with development of the Property and the Facility including, without limitation, all Roadway Impact Fees.

(h) Inspection. Developer shall provide the City, its agents and employees with reasonable access to the Property at such times as the City may reasonably request (but upon no less than 24 hours' notice unless in an emergency) to conduct such inspections as the City reasonably deems necessary in order to confirm compliance by the Developer with the representations, covenants and agreements of the Developer as set forth in this Agreement. This Section 4.1(h) is not meant to alter or change the City's right to inspect for other reasons, including but not limited to building inspections done through the permitting process.

(i) Representative of Developer to Accompany Inspections. With reasonable notice, Developer shall provide a representative of Developer to accompany the City during all inspections of the Property conducted by the City pursuant to Section 4.1(h) above.

(j) Timely Payment of Impositions. Developer shall timely pay all Impositions owed by the Developer to the City during the Term of this Agreement prior to the date such Impositions become delinquent.

(k) Compliance with Laws. Developer shall comply with all federal, state and local laws, ordinances and regulations relating to the Property during the Term of this Agreement.

(l) Performance of Agreement. Developer shall timely keep and perform all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by Developer under the terms of this Agreement.

(m) Performance of Related Agreements. Developer shall timely keep and perform all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Developer under the terms of all Related Agreements now or hereafter existing between the Developer and the City.

(n) No Goods or Services. The Developer agrees the performance of any or all obligations of the Developer under the terms of this Agreement does not constitute the provision of goods or services to the City.

Article V

Defaults; Remedies; Termination and Offsets

5.1 Notice and Cure. Before any event described in Section 5.2 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 ("Complaining Party") shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default ("Receiving Party") 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. If the Receiving Party cannot cure the Event of Default within thirty (30) days using commercially reasonable efforts, then within seven (7) days of receipt of the notice of Event of Default, the Receiving Party shall send a notice to the Complaining Party that includes: (a) a detailed explanation of the reason for default; (b) a detailed description, with timeline reflecting the earliest possible time, of the action(s) that will be taken to remedy the Event of Default; and (c) the date by which the Event of Default will be cured using commercially reasonable efforts (the "Cure Time Notice"). If a Cure Time Notice is not timely provided by the Receiving Party to the Complaining Party, then the Event of Default must be cured by the Receiving Party within thirty (30) days of the receipt of the notice of Event of Default. If the actions and time to cure set forth in the Cure Time Notice are not considered commercially reasonable by the Complaining Party, the Complaining Party shall

notify the Receiving Party of the number of additional days considered commercially reasonable, in excess of thirty (30) days, to be provided to cure the Event of Default.

5.2 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following, each being an “Event of Default”.

(a) by the City and/or the Board, if Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;

(b) by the City and/or the Board, if any Impositions owed to the City by Developer shall have become delinquent provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions;

(c) by the City and/or the Board, if Developer suffers an event of Bankruptcy or Insolvency;

(d) by any Party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;

(e) by the City and/or Board immediately if Developer files any false documentation with any Payment Request;

(f) by the City and/or Board, if any applicable Building Permits or other permits required for the Facility or the Property and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new Building Permits or other permits, as determined by the City or Board, and such default is not cured by Developer within thirty (30) days after written notice thereof; or

(g) by the City and/or Board immediately upon the filing by Developer of any lawsuit against the City or the Board;

(h) by Developer if City fails to amend the Zone Plan so that the City can make the payments to Developer contemplated herein.

5.3 Remedies. Upon the occurrence of any Event of Default, the nondefaulting 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 nondefaulting Party sends a second notice which expressly provides that the nondefaulting Party will terminate this Agreement if the Event of Default is not cured by the defaulting Party within thirty (30) days after the second notice. An Event of Default by any Party shall not entitle any nondefaulting Party to seek or recover consequential, exemplary or punitive damages or attorneys’ fees.

5.4 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City and/or the Board may, at their option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City and/or the Board from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the City and/or the Board has been reduced to judgment by a court. If the City and/or the Board exercise this right of offset, the City and/or the Board (as applicable) shall provide Developer with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the City and/or the Board, and (iii) what other debts were paid and in what amounts. The offsets described in this paragraph are in addition to the City's rights to the TIRZ Reimbursement for delinquent Chapter 380 loan payments.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Developer to receive the 380 Grant or the TIRZ Reimbursement shall not transfer to the Developer's successors and/or assigns unless expressly agreed to in writing signed by both the Parties and such successor/assignee, and only to the extent such assignment is allowed under Section 6.11.

6.2 Limitation on Liability. Except for the Board's obligations to pay the TIRZ Reimbursement and the City's obligation to convey the East Glen Property and pay the 380 Grant and the TIRZ Reimbursement as set forth in this Agreement, the City and Board, and its past, present, and future officers, employees, contractors, representatives, and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility, Drainage Improvements, Easement Improvements, Other Improvements, East Glen Removal Project and/or the Property, and Developer hereby waives any and all claims against the City and Board for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, representatives or agents of the City and Board, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City and Board assume no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Partnership or Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The

undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.5 Notice. Any notice and/or certificate or statement required or permitted to be given to any Party under the terms of this Agreement shall be in writing and shall be deemed properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage paid envelope addressed to the respective Party at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by 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). Notices mailed by certified mail as set forth above shall be effective and deemed delivered, whether actually received or not, one (1) business day after deposit in the United States mail. Notices sent by a nationally recognized courier service as set forth above shall be effective and deemed delivered, whether actually received or not, one (1) business day after deposit with the nationally recognized courier service. Notices given in any other manner shall be effective and deemed delivered only if and when received by the addressee. For purposes of notice, the addresses of the Parties are as set forth below; provided, however, that 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:

If intended for City, to:

Attn: City Attorney
City of Mesquite
PO Box 850137
Mesquite, TX 75185-0137

With a copy to:

Julie Fort
Messer, Fort & McDonald, PLLC
6371 Preston Rd. STE 200
Frisco, TX 75034

If intended for Board, to:

Attn: Executive Director
Reinvestment Zone Number 14
City of Mesquite
PO Box 850137
Mesquite, TX 75185-0137

If intended for Developer, to:

Attn: Scott Rohrman
42 Alcott, LP
c/o 42 Real Estate, LLC
2030 Main St. Ste. 342
Dallas, Texas 75201
sr@42realestate.com

With a copy to:

Timothy G. Green
Coats / Rose P.C.
14755 Preston, Suite 600
Dallas, Texas 75254
tgreen@coatsrose.com

6.6 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written

Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

6.7 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law, rule, or principle that might result in the application of the laws of another jurisdiction. Exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated as if fully set forth herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements, or covenants of Developer relating to the Property and the Facility shall be able to be assigned, without the prior written consent of the City, but upon notice to the City, to (a) any person or entity that is or will become an owner of any portion of the Property; (b) any affiliate or related entity of Developer; or (c) any lienholder on the Property. In addition, any payments to Developer due hereunder may be collaterally assigned by the Developer to any lender of Developer upon advance written notice to the City. Each assignment shall be in writing executed by 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 City within thirty (30) days of execution thereof. No assignment by Developer shall release 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.

6.12 Recitals. The recitals to this Agreement are incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed..

6.16 Undocumented Workers.

- (a) Covenant Not to Employ Undocumented Workers. The Developer hereby certifies that the Developer and each branch, division, and department of the Developer does not employ any Undocumented Workers and the Developer hereby covenants and 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.
- (b) Covenant to Notify City of Conviction for Undocumented Workers. The Developer further hereby covenants and 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 U.S.C. §1324a(f) within thirty (30) days from the date of such conviction.
- (c) Repayment of Economic Development Incentives in Event of Conviction for Employing Undocumented Workers. If, after receiving any payment of the 380 Grant and/or the TIRZ Reimbursement under the terms of this Agreement, the Developer, or a branch, division or department of the Developer, is convicted of a violation under 8 U.S.C. §1324a(f), the Developer shall pay to the City, not later than the 120th day after the date the City notifies the Developer of the violation, an amount equal to the portion of the 380 Grant and/or the TIRZ Reimbursement previously paid by the City and/or the Board to the Developer under the terms of this Agreement plus 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 the amount of each of the 380 Grant and/or the TIRZ Reimbursement being recaptured from the date each payment of 380 Grant and/or the TIRZ Reimbursement was paid by the City and/or the Board 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.
- (d) Limitation on Economic Development Incentives. The City and the Zone shall have no obligation to pay any of the 380 Grant and/or the TIRZ Reimbursement, or to perform any other obligations hereunder, to the Developer if the Developer, or any branch, division or department of the Developer is convicted of a violation under 8 U.S.C. §1324a(f).

- (e) Remedies. The City shall have the right to exercise all remedies available by law to collect any sums due by the Developer to the City pursuant to this Article VI, Section 6.16 including, without limitation, all remedies available pursuant to Chapter 2264 of the Texas Government Code.
- (f) Limitation. The Developer is not liable for a violation of Article VI, Section 6.16 of this Agreement by a subsidiary, affiliate, or franchisee of the Developer, or by a person with whom the Developer contracts.
- (g) Survival. The terms, provisions, covenants, agreements and obligations of the Developer and the rights and remedies of the City set forth in Article VI, Section 6.16 of this Agreement shall expressly survive the expiration or termination of this Agreement.

Section 6.17 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, if and to the extent this Agreement is constructed 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 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” as used in this Section 6.17 to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 6.18 Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither the Developer, nor their parent company, wholly-or majority-owned subsidiaries, and other affiliates are 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>,
<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 the Developer’s 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” as used in this Section 6.18 to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 6.19 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has

completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City and the Board, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the Board and the contract identification number, the City and the Board are not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the Form 1295 completed by the Developer has been provided solely by the Developer, and the City and the Board have not verified such information.

Section 6.20 Legislative Discretion. The Parties agree that by execution of this Agreement, the City and the Board do not waive or surrender any of their governmental powers, immunities or rights and, notwithstanding any provision of this Agreement, this Agreement does not control, waive, limit or supplant the legislative authority or discretion of the City Council or the Board. Notwithstanding, the City specifically waives immunity from suit for the sole purpose of, and only to the extent necessary to, allow(ing) Developer to seek specific performance of this Agreement.

Section 6.21 No Acceleration. All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 6.22 No Third-Party Beneficiaries. The Parties to this Agreement do not intend to create any third-party beneficiaries of this Agreement. 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.

Section 6.23 Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

Section 6.24 Time is of the Essence. THE PARTIES SPECIFICALLY AGREE THAT TIME IS OF THE ESSENCE OF EACH AND EVERY PROVISION OF THIS AGREEMENT AND EACH PARTY HEREBY WAIVES ANY RULE OF LAW OR EQUITY WHICH WOULD OTHERWISE GOVERN TIME OF PERFORMANCE.

Section 6.25 Memorandum of Agreement. A Memorandum of this Agreement, in the form attached hereto as Exhibit "H" ("Memorandum"), and a Memorandum as to any amendments hereto and assignments hereof shall be recorded in the deed records of Dallas County. The Memorandum shall be recorded after the Effective Date but only upon the City amending the Zone Plan in accordance with Section 3.4(c). Section 3.1(b)(iii) of this Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties, and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. Section 3.1(b)(iii) of

this Agreement, when recorded in the Memorandum, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement, and upon the Property.

Section 6.26 Recapture of Incentives. Unless otherwise provided in this Agreement, in the event of an uncured Event 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 Section 6.5 of this Agreement, or such other address as the City may hereafter notify the Developer in writing, the amount equal to all 380 Grant payments and TIRZ Reimbursement 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 the each 380 Grant payment and each TIRZ Reimbursement payments being recaptured from the date each such 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.

Section 6.27 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

- Exhibit "A" Property Description and Depiction
- Exhibit "B" The Facility/Concept Plan
- Exhibit "C" East Glen Property Legal Description
- Exhibit "D-1" Building Elevations
- Exhibit "D-2" Landscape Plan
- Exhibit "E" Form of Easement
- Exhibit "F" General Description of the Drainage Improvements, Easement Improvements, and Other Improvements, and the Estimated Costs Thereof
- Exhibit "G" Alcott Design Standards
- Exhibit "H" Memorandum of Agreement

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

EXECUTE D on this 2nd day of February, 2022.

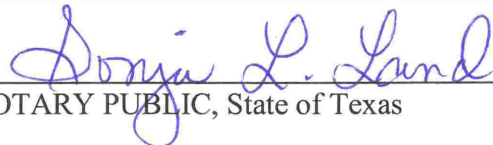
[execution pages follow]

CITY:
CITY OF MESQUITE, TEXAS

By: 
Name: Cliff Keheley
Title: City Manager

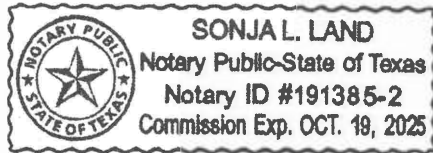
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on Feb. 2, 2022, by Cliff Keheley, City Manager of the City of Mesquite, Texas, a Texas home rule municipality, on behalf of said home rule municipality.


NOTARY PUBLIC, State of Texas

My Commission Expires:
10.19.2025

Notary Seal



BOARD:

Board of Directors of Reinvestment Zone
Number Fourteen, City of Mesquite, Texas

By: *[Signature]* Name: Daniel Aleman, Jr.
Name: ~~Bruce Archer~~
Title: Chairman

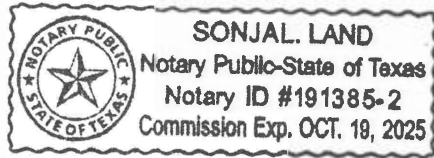
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on Feb. 2, 2022, by *Daniel Aleman, Jr.* ~~Bruce Archer~~,
Reinvestment Zone Number 14, City of Mesquite Board Chairman, on behalf of said Board.

[Signature]
NOTARY PUBLIC, State of Texas

My Commission Expires:
10.19.2025

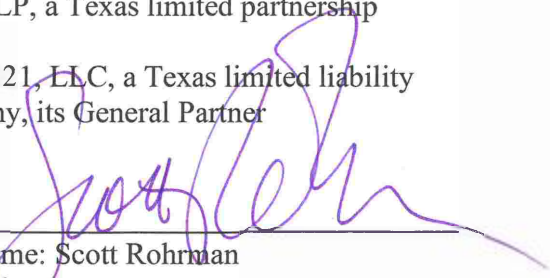
Notary Seal



DEVELOPER:

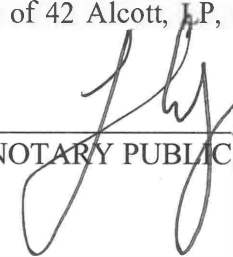
42 Alcott, LP, a Texas limited partnership

By 42 C 2021, LLC, a Texas limited liability company, its General Partner

By: 
Name: Scott Rohrman
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on Feb 2nd, 2022, by Scott Rohrman, as the Manager of the 42 C 2021 LLC, General Partner of 42 Alcott, LP, on behalf of said limited partnership.


NOTARY PUBLIC, State of Texas

My Commission Expires:
11/30/2024

Notary Seal

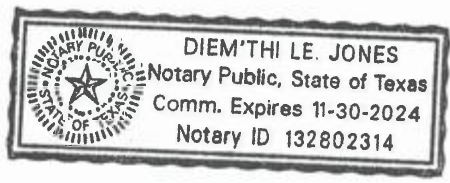
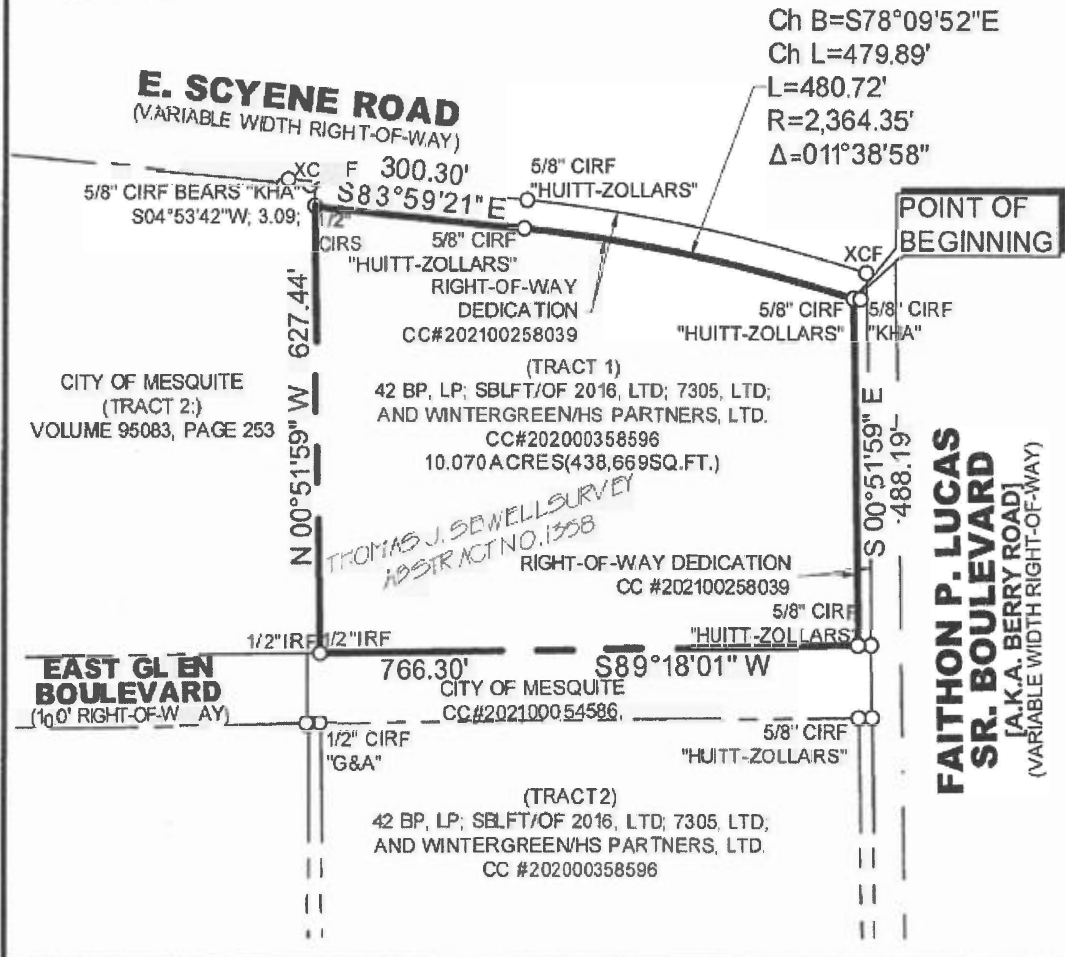
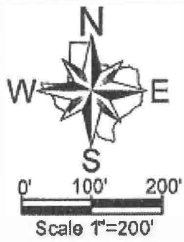



EXHIBIT "A"

PROPERTY DESCRIPTION AND DEPICTION



 Winkelmann & Associates, Inc. CONSULTING CIVIL ENGINEERS & SURVEYORS 4750 WALDRETT PLAZA SUITE 800 (721) 48-7000 DALLAS, TEXAS 75230 (727) 48-7000 FAX <small>Equal Opportunity Employer M/F/H/V Texas Surveyor No. 16885020 Expires 12-31-2021 03-77-18291 © 2021 Winkelmann & Associates, Inc.</small>	EXHIBIT	SHEET 1 OF 2
	10.070 ACRES (438,669 SQ. FT.)	
Scale: 1" = 200' Date: 11.30.21 Dwg. File: 78104.DC-EXH1 (North) Project No.: 78104.00	42 REAL ESTATE 2030 MAIN STREET, SUITE 342 DALLAS, TEXAS 75201	

G:\78104\DC-EXHIBIT\SURVEY\EXHIBIT\78104.DC-EXH1 (North).dwg

DESCRIPTION

STATE OF TEXAS §
 COUNTY OF DALLAS §

BEING a tract of land situated in the JAMES M. SEWELL SURVEY, ABSTRACT NO. 1358, in the City of Mesquite, Dallas County, and being part of a tract of land (Tract One) described in deed to 42 BP, LP, et al, as recorded in County Clerk's Instrument Nos. 202000358596, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with a plastic cap stamped "HUITT-ZOLLARS" found for corner at the intersection of the South right-of-way of E. Scyene Road, a variable width right-of-way, with the West right-of-way of Faithon P. Lucas Boulevard (also known as Berry Road), a variable width right-of-way, the South right-of-way said E. Scyene Road and the West right-of-way of said Faithon P. Lucas Boulevard being established by Right-of-way Dedication to the City of Mesquite, Dallas County, Texas, as recorded in County Clerk's Instrument No. 202100258039, Official Public Records, Dallas County, Texas;

THENCE South 00 degrees 51 minutes 59 seconds East, along the West right-of-way of said Faithon P. Lucas Boulevard, a distance of 488.19 feet to a 5/8-inch iron rod with a plastic cap stamped "HUITT-ZOLLARS" found for corner on the North line of a tract of land described in Quitclaim Deed to the City of Mesquite as recorded in County Clerk's Instrument No. 202100054586, Official Public Records, Dallas County, Texas;


THENCE South 89 degrees 18 minutes 01 seconds West, along the South line of said 42 BP, LP tract and the North line of said City of Mesquite tract, a distance of 766.30 feet to a 1/2-inch iron rod found for the Southwest corner of said 42 BP, LP tract;

THENCE North 00 degrees 51 minutes 59 seconds West, along the West line of said 42 BP, LP tract, a distance of 627.44 feet to the Southwest corner of said Right-of-way Dedication;

THENCE South 83 degrees 59 minutes 21 seconds East, along the South right-of-way of said E. Scyene Road, a distance of 300.30 feet to a 5/8-inch iron rod with a plastic cap stamped "HUITT-ZOLLARS" found for corner, said point being the beginning of a curve to the right having a radius of 2,364.35 feet, a central angle of 11 degrees 38 minutes 58 seconds, a chord bearing of South 78 degrees 09 minutes 52 seconds East, and a chord length of 479.89 feet;

THENCE continuing along the South right-of-way of said E. Scyene Road, along said curve to the right, an arc distance of 480.72 feet to the POINT OF BEGINNING.

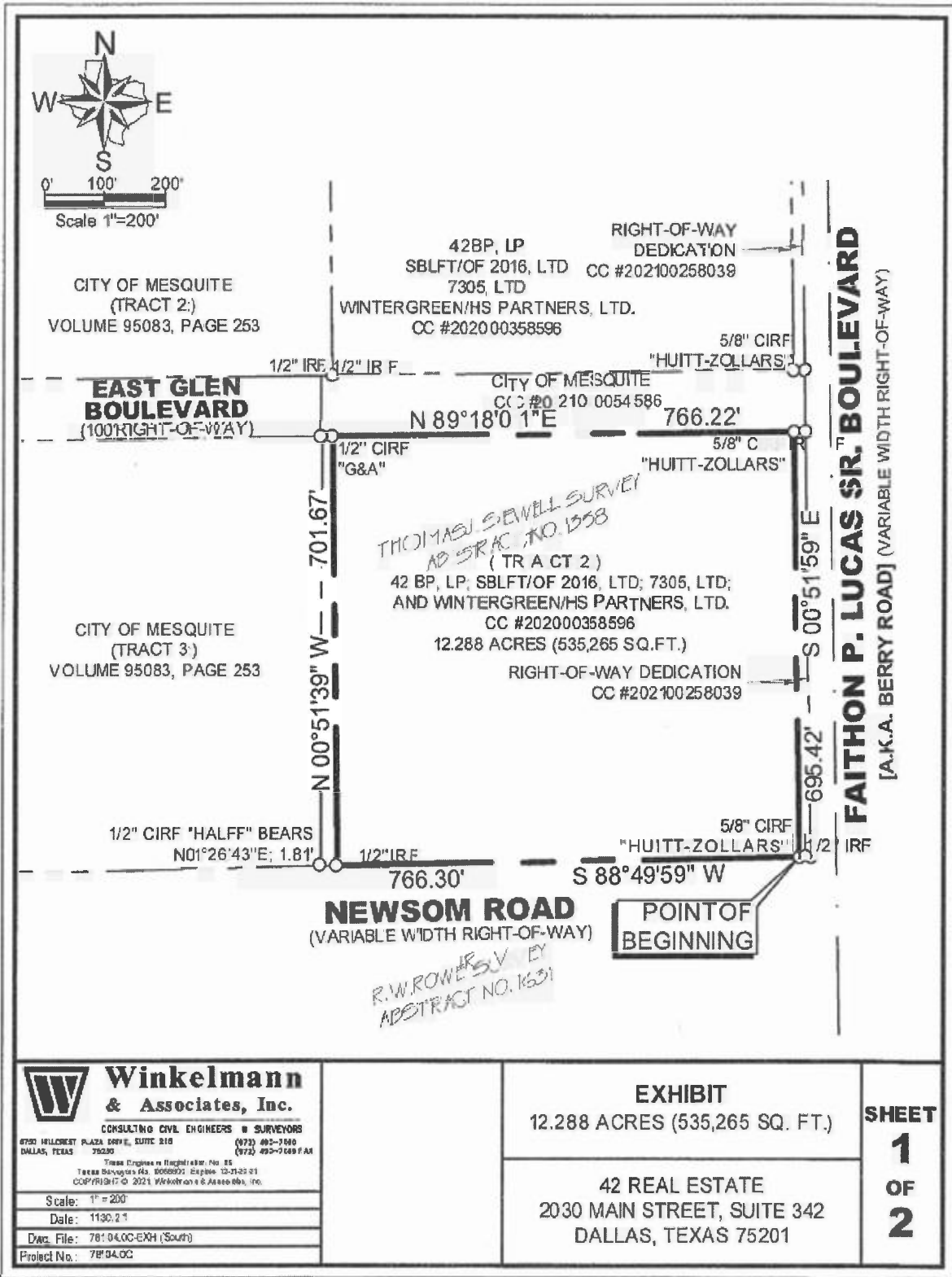
CONTAINING within these metes and bounds 438,669 square feet or 10.070 acres of land, more or less.

 <p>Winkelmann & Associates, Inc. CONSULTING CIVIL ENGINEERS ■ SURVEYORS 6950 HILLCREST PLAZA DRIVE, SUITE 310 ■ DALLAS, TEXAS 75230 Phone Engineers Registration No. 88 Texas Surveyors No. 10089909 Expires 12-31-2021 CCP: RIGHT © 2021 Winkelmann & Associates, Inc.</p>			
	Scale: N/A	Date: 11.30.21	Day, File: 78104.0C-EXH (North)

<p>EXHIBIT 10.070 ACRES (438,669 SQ. FT.)</p>
<p>42 REAL ESTATE 2030 MAIN STREET, SUITE 342 DALLAS, TEXAS 75201</p>

<p>SHEET 2 OF 2</p>
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DESCRIPTION

STATE OF TEXAS §
 COUNTY OF DALLAS §

BEING a tract of land situated in the JAMES M. SEWELL SURVEY, ABSTRACT NO. 1358, in the City of Mesquite, Dallas County, and being part of a tract of land (Tract Two) described in deed to 42 BP, LP, et al, as recorded in County Clerk's Instrument Nos. 202000358596, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at 5/8-inch iron rod found with a plastic cap stamped "HUITT-ZOLLARS" found for corner on the North right-of-way of Newsom Road, a variable width right-of-way, on the South line of said 42 BP, LP tract, said point being the Southwest corner of a Right-of-way Dedication as recorded in County Clerk's Instrument No. 202100258039, Official Public Records, Dallas County, Texas;


THENCE South 88 degrees 49 minutes 59 seconds West, along the North right-of-way of said Newsom Road and the South line of said 42 BP, LP tract, a distance of 766.30 feet to a 1/2-inch iron rod found for the Southwest corner of said 42 BP, LP tract;

THENCE North 00 degrees 51 minutes 39 seconds West, departing the North right-of-way of said Newsom Road, along the West line of said 42 BP, LP tract, a distance of 701.67 feet to a 1/2-inch iron rod with a plastic cap stamped "G&A" for the Northwest corner of said 42 BP, LP tract on the South line of a tract of land described Quitclaim Deed to the City of Mesquite as recorded in County Clerk's Instrument No. 202100054586, Official Public Records, Dallas County, Texas;

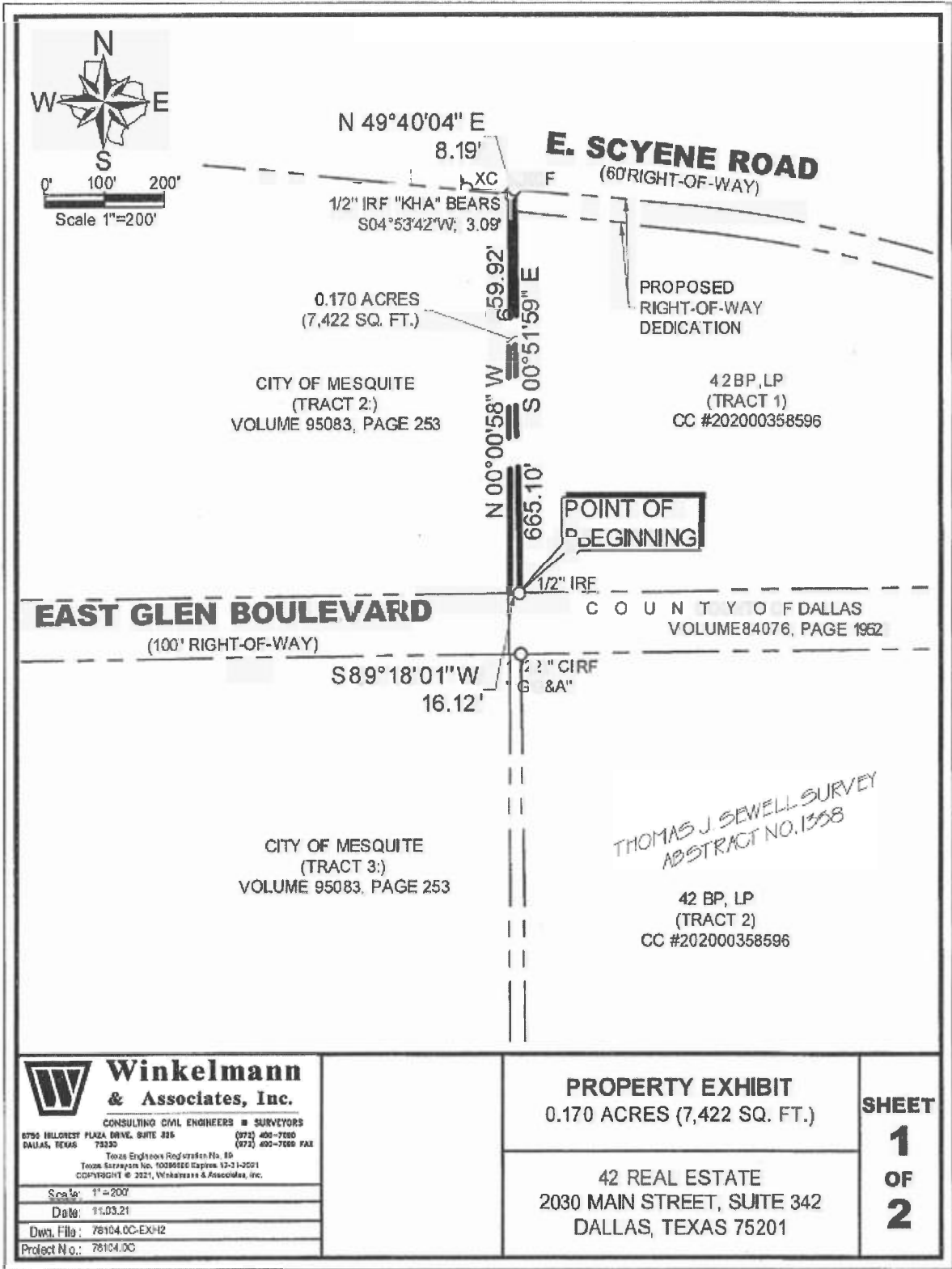
THENCE North 89 degrees 18 minutes 01 seconds East, along the North line of said 42 BP, LP tract and the South line of said City of Mesquite tract, a distance of 766.22 feet to a 5/8-inch iron rod with a plastic cap stamped "HUITT-ZOLLARS" found for the Northwest corner of said Right-of-way Dedication;

THENCE South 00 degrees 51 minutes 59 seconds East, along the West line of said Right-of-way Dedication, a distance of 695.42 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 535,265 square feet or 12.288 acres of land, more or less.

 <p>Winkelmann & Associates, Inc. CONSULTING CIVIL ENGINEERS & SURVEYORS 8700 HILLCREST PLAZA DR. SUITE 110 DALLAS, TEXAS 75238 Phone Engineers (Registered No. 88) (972) 498-7000 (972) 498-7001 FAX Texas Registration No. 92290500 Expires 12-31-2021 COPYRIGHT © 2021, Winkelmann & Associates, Inc.</p>		<p>EXHIBIT 12.288 ACRES (535,265 SQ. FT.)</p>	<p>SHEET 2 OF 2</p>
		<p>42 REAL ESTATE 2030 MAIN STREET, SUITE 342 DALLAS, TEXAS 75201</p>	
<p>Scale: N/A Date: 11.30.21 Drawn File: 78104DC-E XH (South) Project No.: 78104DC</p>			

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PROPERTY DESCRIPTION

STATE OF TEXAS §
 COUNTY OF DALLAS §

BEING a tract of land situated in the JAMES M. SEWELL SURVEY, ABSTRACT NO. 1358, in the City of Mesquite, Dallas County, Texas, and being the remainder of a tract of land described in deed to Florence Reagin as recorded in Volume 761, Page 260, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at 1/2-inch iron rod found for the Northwest corner of said 42 BP tract 1 and the North line of East Glen Boulevard, same being a tract of land described in deed to County of Dallas as recorded in Volume 84076, Page 1952, Official Public Records, Dallas County, Texas;


THENCE South 89 degrees 18 minutes 01 seconds West, along the North line of said East Glen Boulevard, a distance of 16.12 feet to a point for the Southeast corner of a tract of land described in deed to the City of Mesquite (Tract 2) as recorded in Volume 95083, Page 253, Official Public Records, Dallas County, Texas;

THENCE North 00 degrees 00 minutes 58 seconds West, along the East line of said City of Mesquite tract, a distance of 659.92 feet to a point for corner on the South right-of-way E. Scyene Road, a 60-foot right-of-way, from which a 1/2-inch iron rod with a plastic cap stamped "KHA" found bears South 04 degrees 53 minutes 42 seconds West, 3.09';

THENCE North 49 degrees 40 minutes 04 sec East, along the South right-of-way of said E. Scyene Road, a distance of 8.19 feet to an "X" cut in concrete found for corner on the West line of said 42 BP tract;

THENCE South 00 degrees 51 minutes 59 seconds East, departing the South right-of-way of said E. Scyene Road, along the West line of said 42 BP tract, a distance of 665.10 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 7,422 square feet or 0.170 acres of land, more or less.

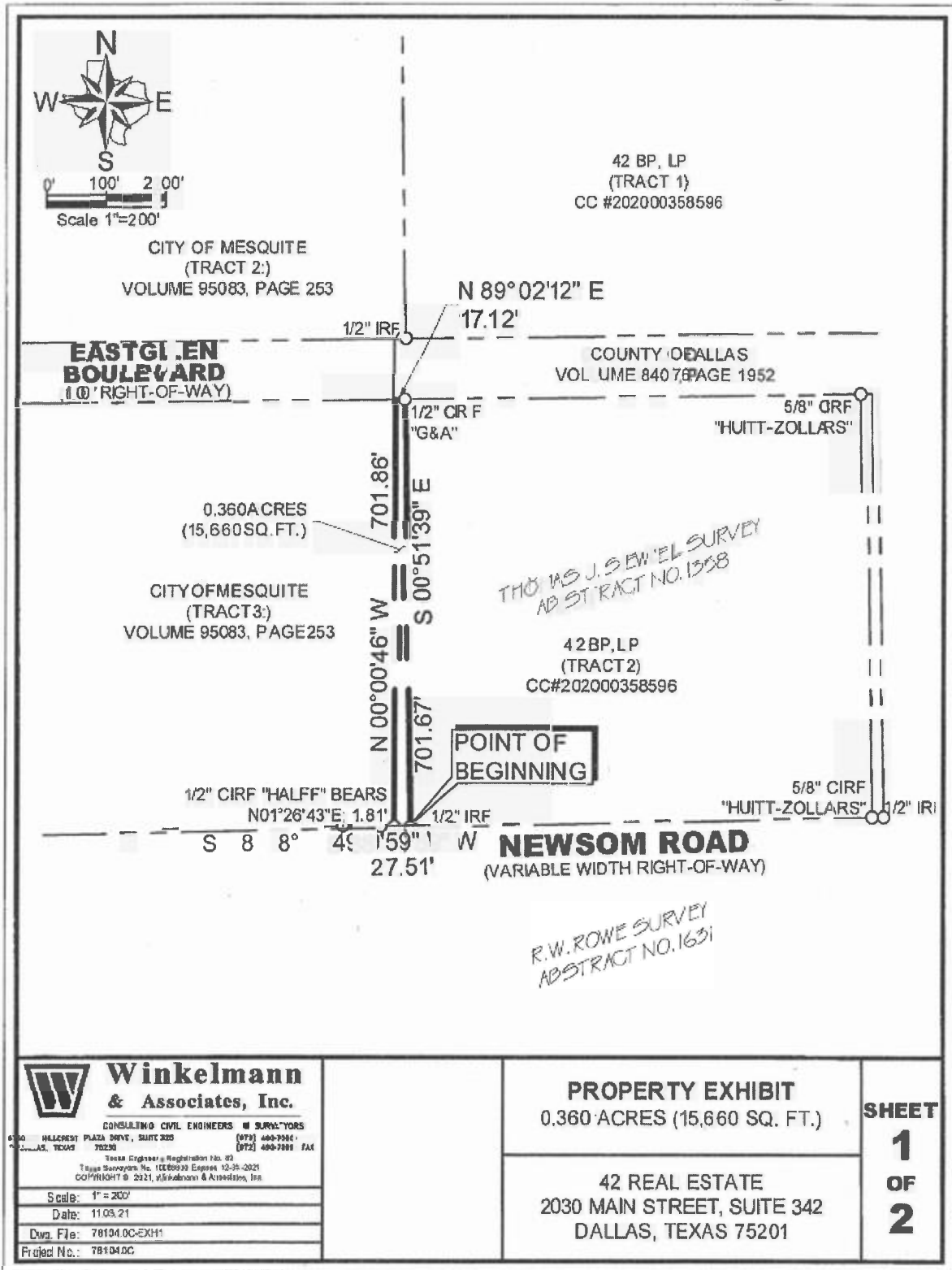
 <p>Winkelmann & Associates, Inc. CONSULTING CIVIL ENGINEERS & SURVEYORS 4750 BIRCHLEY PLAZA #1100, SUITE 200 DALLAS, TEXAS 75250 (972) 490-7000 (972) 490-7000 fax Texas Engineer Registration No. 10 Texas Surveyor No. 1028523 Expires 12-31-2019 COPY RIGHT © 2019, Winkelmann & Associates, Inc.</p>	<p>Scale: N/A Date: 11.03.21 Dwg File: 78104.00-E-MP Project No.: 78104.00</p>
	<p>PROPERTY EXHIBIT 0.170 ACRES (7,422 SQ. FT.)</p>

PROPERTY EXHIBIT
 0.170 ACRES (7,422 SQ. FT.)

42 REAL ESTATE
 2030 MAIN STREET, SUITE 342
 DALLAS, TEXAS 75201

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PROPERTY DESCRIPTION

STATE OF TEXAS §
 COUNTY OF DALLAS §

BEING a tract of land situated in the JAMES M. SEWELL SURVEY, ABSTRACT NO. 1358, in the City of Mesquite, Dallas County, Texas, and being the remainder of a tract of land described in deed to Florence Reagin as recorded in Volume 761, Page 260, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at 1/2-inch iron rod found for corner on the North right-of-way of Newsom Road, a variable width right-of-way, said point being the Southwest corner of a tract of land (Tract 2) described in deed to 42 BP, LP, as recorded in County Clerk's Instrument No. 202000358596, Official Public Records, Dallas County, Texas;


THENCE South 88 degrees 49 minutes 59 seconds West, along the North right-of-way of said Newsom Road, a distance of 27.51 feet to a point for corner from a which a 1/2-inch iron rod with a plastic cap stamped "HALFF" found bears North 01 degrees 26 minutes 43 seconds East, 1.81 feet on the East line of a tract of land described in deed to the City of Mesquite (Tract 3) as recorded in Volume 95083, Page 253, Official Public Records, Dallas County, Texas;

THENCE North 00 degrees 00 minutes 46 minutes West, departing the North right-of-way of said Newsom Road, along the East line of said City of Mesquite tract, a distance of 701.86 feet to a point for corner, situated on the South line of East Glen Boulevard, a 100 foot right-of-way, same being the South line of a tract of land described in deed to County of Dallas as recorded in Volume 84076, Page 1952, Official Public Records, Dallas County, Texas;

THENCE North 89 degrees 02 minutes 12 seconds East, along the South line of said East Glen Boulevard, a distance of 17.12 feet to a 1/2-inch iron rod with a plastic cap stamped "G&A" found for corner on the West line of said 42 BP tract;

THENCE South 00 degrees 51 minutes 39 seconds East, departing the South line of said County of Dallas tract, along the West line of said 42 BP tract, a distance of 701.67 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 15,660 square feet or 0.360 acres of land, more or less.

 <p>Winkelmann & Associates, Inc. CONSULTING CIVIL ENGINEERS & SURVEYORS 8756 HILLCREST PLAZA IN WVL BUSINESS CENTER DALLAS, TEXAS 75220 (972) 480-7000 (972) 480-7099 FAX Texas Engineer Registration No. 69 Texas Surveyor No. 10028500 License 12-31-10 CDP#19318 © 2010 Winkelmann & Associates, Inc.</p>	<p>PROPERTY EXHIBIT 0.360 ACRES (15,660 SQ. FT.)</p>	<p>SHEET 2 OF 2</p>
<p>Scale: N/A Date: 11.03.21 Dwg. File: 78104.DC-EXH1 Project No.: 78104.DC</p>		

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EXHIBIT "A"
Right-of-Way Abandonment
East Glen Boulevard
Jernigan and Espensen
1.802 Acres or 78,507 Square Feet

Being all that certain lot, tract or parcel of land situated in the James E. Sewell Survey, Abstract Number 1358, City of Mesquite, Dallas County, Texas, being all of that certain called 1.845 acre tract of land described as Parcel 8 in Right-of-Way (ROW) Deed to the County of Dallas recorded in Volume 84076, Page 1952 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a ½" iron rod found at the northeast corner of said ROW tract, being the southeast corner of that certain tract of land described as Tract 2 in deed to James William Jernigan and Laura Jernigan Espensen (Jernigan and Espensen)-recorded in Volume 2004172, Page 10588 of the Deed Records of Dallas County, Texas, said point being on the west right-of-way line of Faithon P. Lucas Boulevard, formerly Berry Road (85' R.O.W.);

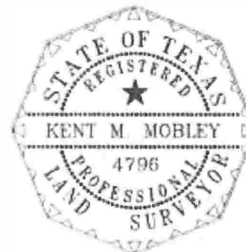
THENCE S 00°50'32" E, 100.00 feet, along the west right-of-way line of Faithon P. Lucas Boulevard and the east line of said ROW tract, to a ½" capped iron rod (G&A) set at the southeast corner thereof, being the northeast corner of that certain tract of land described as Tract 3 in deed to Jernigan and Espensen cited above;

THENCE S 89°18'19" W, 785.26 feet, along the south line of said ROW tract and the north line of said Jernigan and Espensen Tract 3, to a ½" capped iron rod set (G&A), being the northeast corner of that certain tract of land described as Tract 3 in deed to the City of Mesquite recorded in Volume 95083, Page 253 of the Deed Records of Dallas County, Texas, being the southeast corner of that certain ROW tract described in Volume 75112, Page 1271 of said Dallas County Deed Records;

THENCE N 00°37'37" W, 100.00 feet, along the east line of said ROW tract recorded in Volume 75112, Page 1271, to a 1/2" iron rod found at the northwest corner thereof, being the southwest corner of said Jernigan and Espensen Tract 2 and the southeast corner of that certain tract of land described as Tract 2 in deed to the City of Mesquite cited above;

THENCE N 89°18'19" E, 784.88 feet, along the north line of said ROW tract and the south line of said Jernigan and Espensen Tract 2, to the POINT OF BEGINNING and containing approximately 1.802 acres or 78,507 square feet of land.

Kent M. Mobley 12-15-2020
Kent M. Mobley, RPLS
Texas Registration No. 4796



Bearings herein are referred to the Texas Coordinate System, North Central Zone, No. 4202
NAD '83

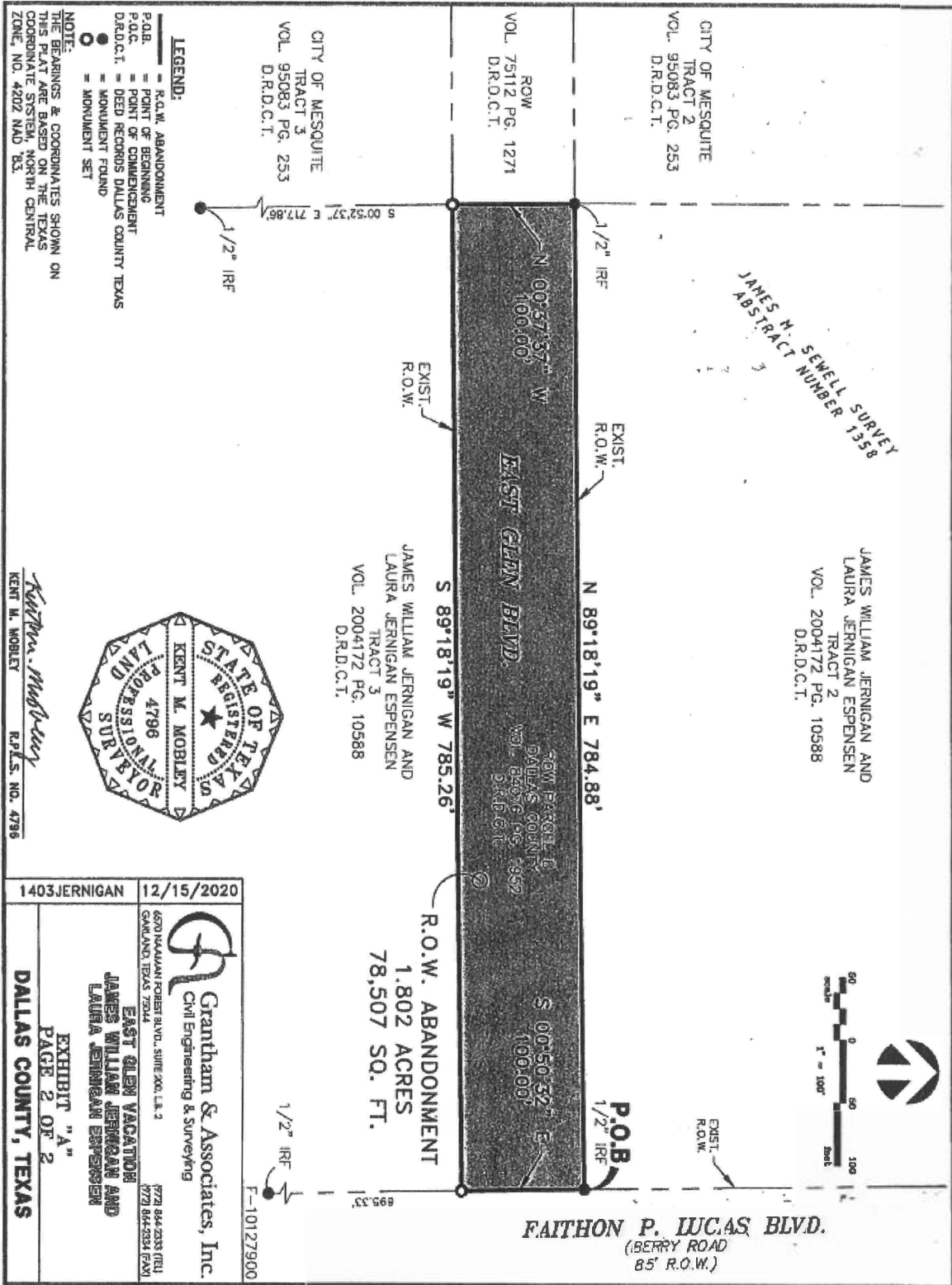


EXHIBIT B

THE FACILITY/ CONCEPT PLAN

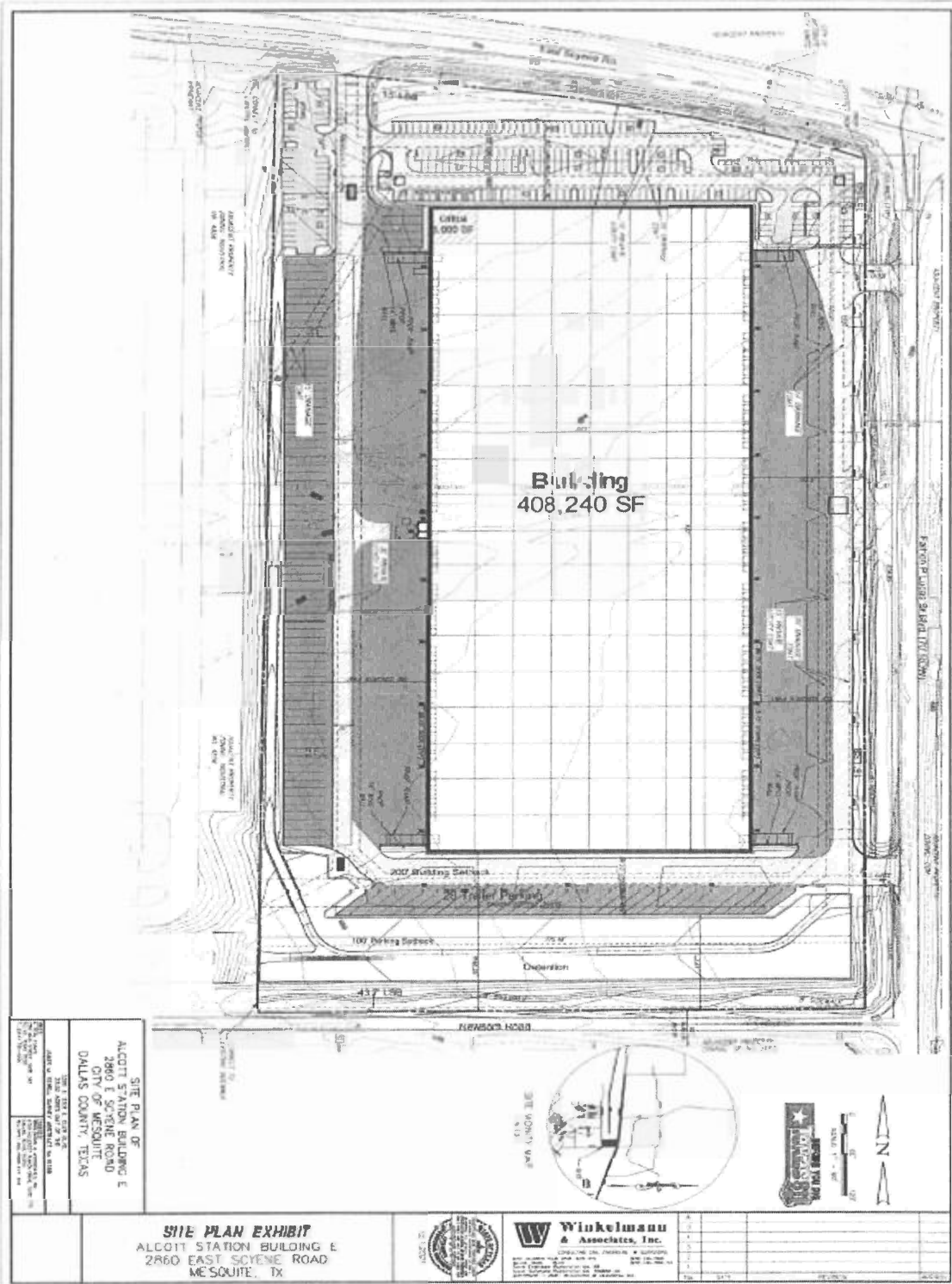


EXHIBIT "C"

EAST GLEN PROPERTY LEGAL DESCRIPTION

EXHIBIT "A"
Right-of-Way Abandonment
East Glen Boulevard
Jernigan and Espensen
1802 Acres or 78,507 Square Feet

Being all that certain lot, tract or parcel of land situated in the James E. Sewell Survey, Abstract Number 1358, City of Mesquite, Dallas County, Texas, being all of that certain called 1.845 acre tract of land described as Parcel 8 in Right-of-Way (ROW) Deed to the County of Dallas recorded in Volume 84076, Page 1952 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the northeast corner of said ROW tract, being the southeast corner of that certain tract of land described as Tract 2 in deed to James William Jernigan and Laura Jernigan Espensen (Jernigan and Espensen) recorded in Volume 2004172, Page 10588 of the Deed Records of Dallas County, Texas, said point being on the west right-of-way line of Faithon P. Lucas Boulevard, formerly Berry Road (85' R.O.W.);

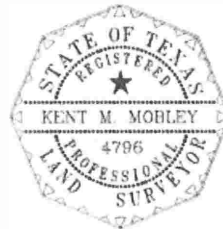
THENCE S 00°50'32" E, 100.00 feet, along the west right-of-way line of Faithon P. Lucas Boulevard and the east line of said ROW tract, to a 1/4" capped iron rod (G&A) set at the southeast corner thereof, being the northeast corner of that certain tract of land described as Tract 3 in deed to Jernigan and Espensen cited above;

THENCE S 89°18'19" W, 785.26 feet, along the south line of said ROW tract and the north line of said Jernigan and Espensen Tract 3, to a 1/2" capped iron rod set (G&A), being the northeast corner of that certain tract of land described as Tract 3 in deed to the City of Mesquite recorded in Volume 95083, Page 253 of the Deed Records of Dallas County, Texas, being the southeast corner of that certain ROW tract described in Volume 75112, Page 1271 of said Dallas County Deed Records;

THENCE N 00°37'37" W, 100.00 feet, along the east line of said ROW tract recorded in Volume 75112, Page 1271, to a 1/2" iron rod found at the northwest corner thereof, being the southwest corner of said Jernigan and Espensen Tract 2 and the southeast corner of that certain tract of land described as Tract 2 in deed to the City of Mesquite cited above;

THENCE N 89°18'19" E, 784.88 feet, along the north line of said ROW tract and the south line of said Jernigan and Espensen Tract 2, to the POINT OF BEGINNING and containing approximately 1.802 acres or 78,507 square feet of land.

Kent M. Mobley 12-15-2020
Kent M. Mobley, RPLS
Texas Registration No. 4796



Bearings herein are referred to the Texas Coordinate System, North Central Zone, No. 4202 NAD '83

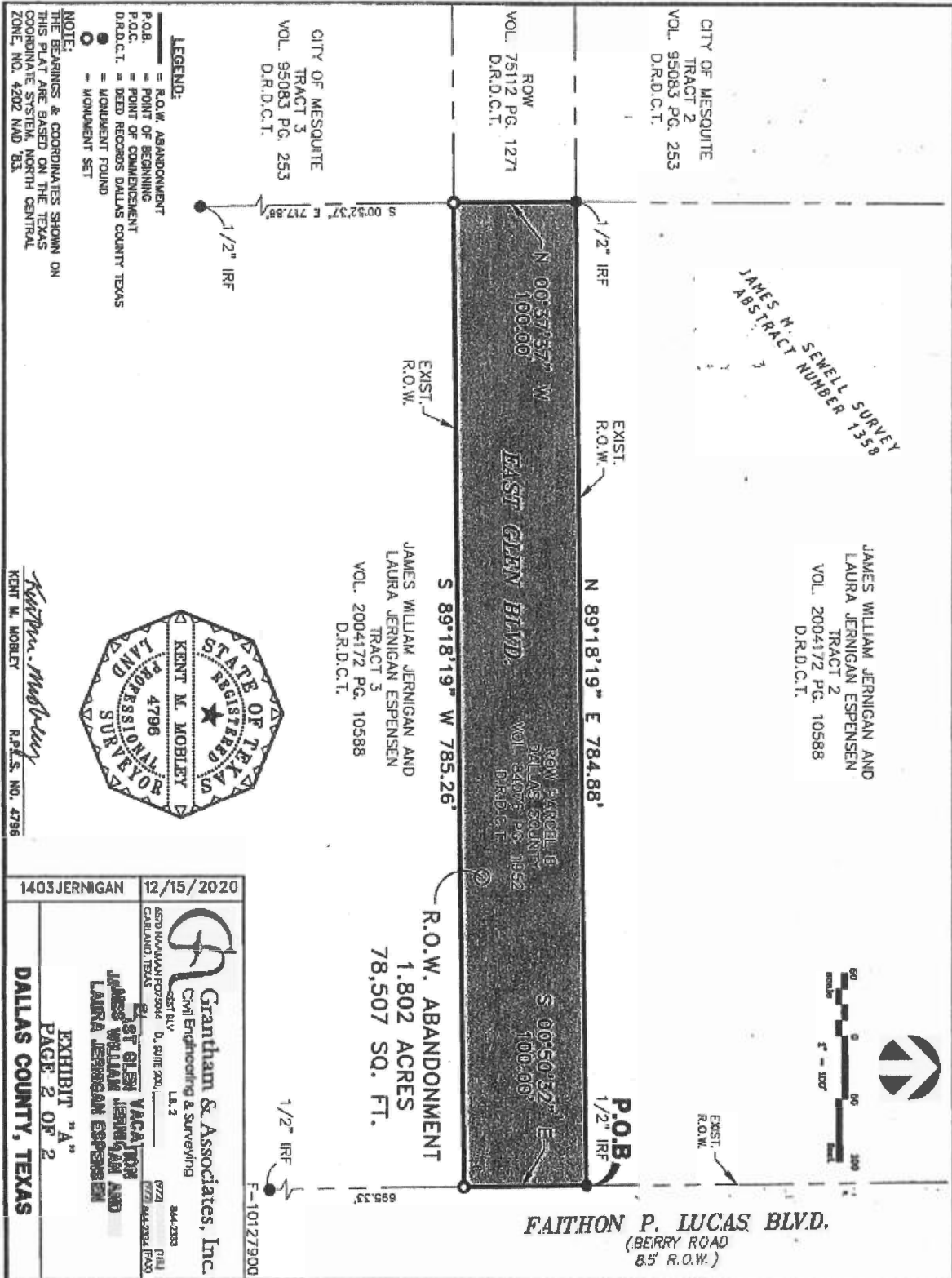


EXHIBIT "D-1"

BUILDING ELEVATIONS

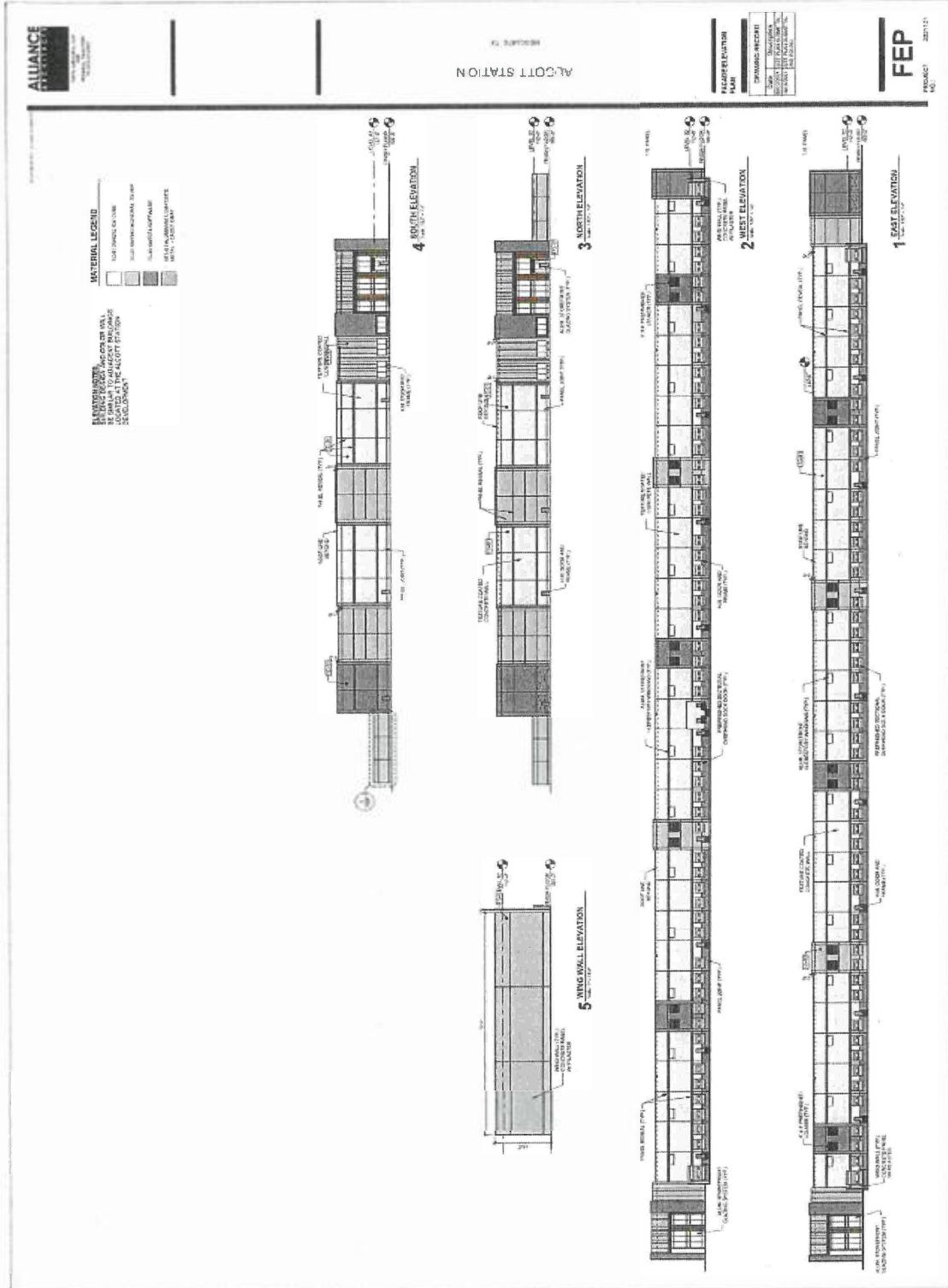
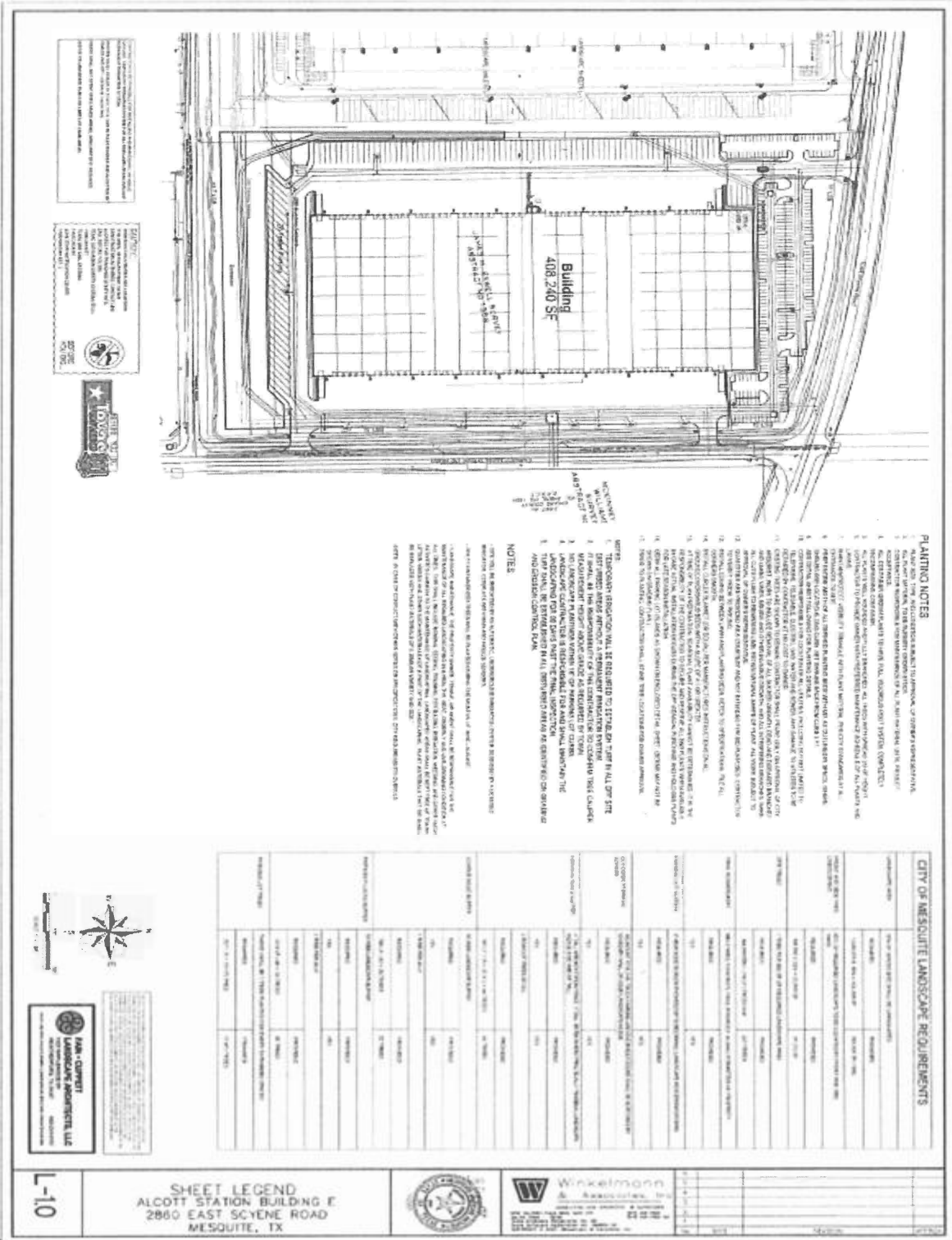


EXHIBIT "D-2"

LANDSCAPE PLAN



PLANTING NOTES

1. ALL PLANTING SHALL BE INSTALLED TO MEET THE CITY OF MESQUITE SPECIFICATIONS.
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NOTES

1. THE PLANTING SHALL BE INSTALLED TO MEET THE CITY OF MESQUITE SPECIFICATIONS.
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19. THE PLANTING SHALL BE INSTALLED TO MEET THE CITY OF MESQUITE SPECIFICATIONS.
20. THE PLANTING SHALL BE INSTALLED TO MEET THE CITY OF MESQUITE SPECIFICATIONS.

CITY OF MESQUITE LANDSCAPE REQUIREMENTS

Item	Description	Quantity	Notes
1	Planting	100	See Notes
2	Planting	200	See Notes
3	Planting	300	See Notes
4	Planting	400	See Notes
5	Planting	500	See Notes
6	Planting	600	See Notes
7	Planting	700	See Notes
8	Planting	800	See Notes
9	Planting	900	See Notes
10	Planting	1000	See Notes



MAN-CORP
LANDSCAPE ARCHITECTS, L.P.
10000 W. LAKELAND BLVD., SUITE 100
DALLAS, TEXAS 75243
TEL: 972.980.1234
WWW.MAN-CORP.COM

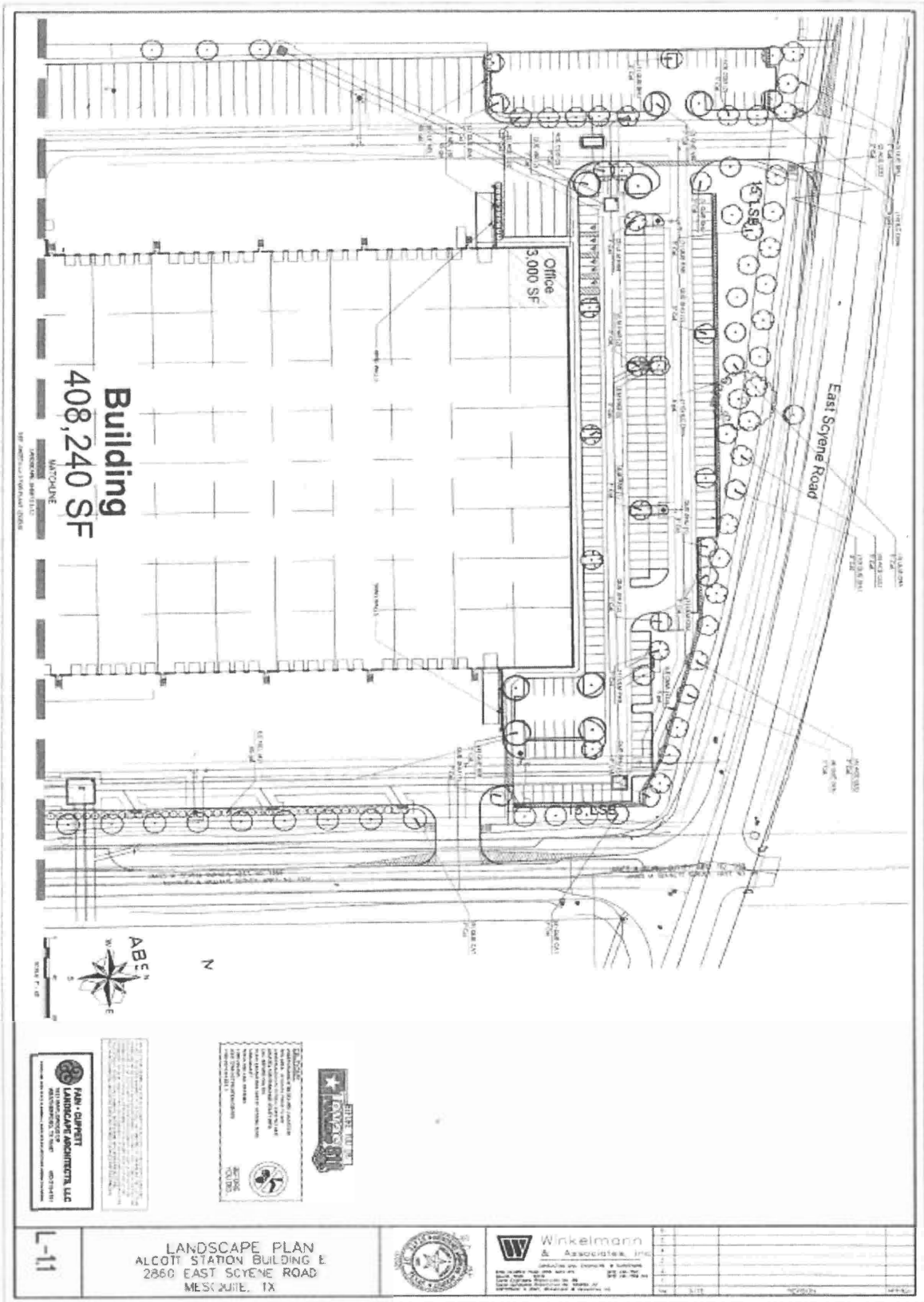
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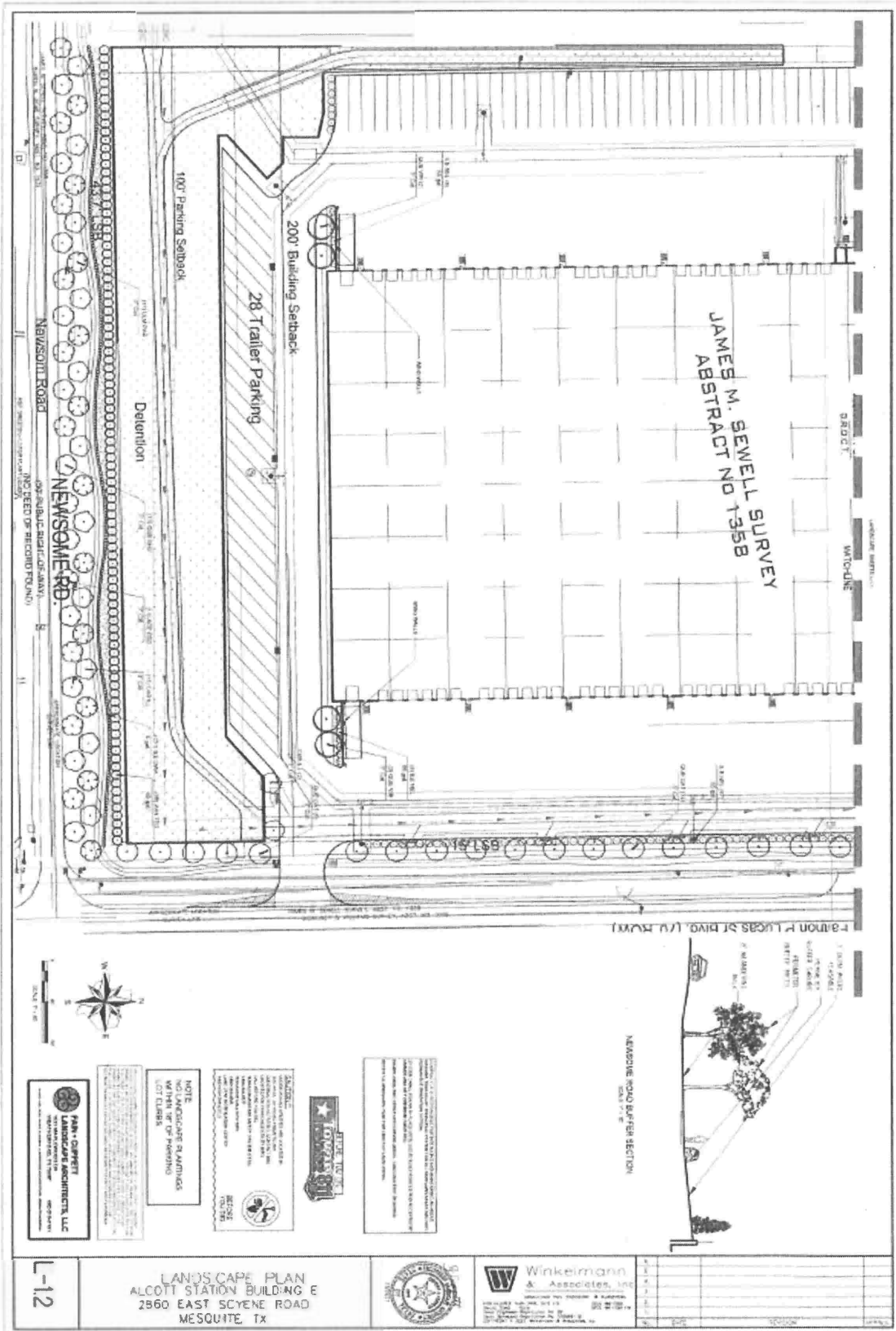
SHEET LEGEND
ALCOTT STATION BUILDING E
2860 EAST SCYENE ROAD
MESQUITE, TX



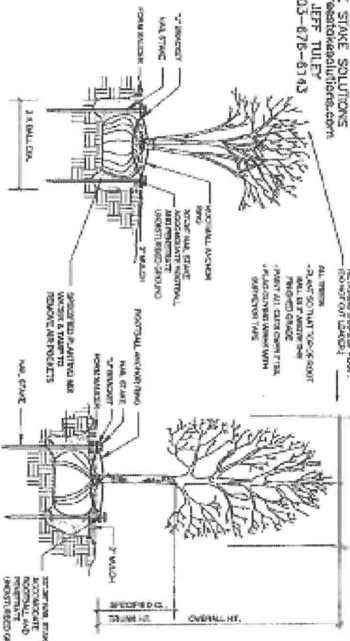
Winkelmann
& Associates, Inc.
10000 W. LAKELAND BLVD., SUITE 100
DALLAS, TEXAS 75243
TEL: 972.980.1234
WWW.WINKELMANN.COM

Item	Description	Quantity	Notes
1	Planting	100	See Notes
2	Planting	200	See Notes
3	Planting	300	See Notes
4	Planting	400	See Notes
5	Planting	500	See Notes
6	Planting	600	See Notes
7	Planting	700	See Notes
8	Planting	800	See Notes
9	Planting	900	See Notes
10	Planting	1000	See Notes



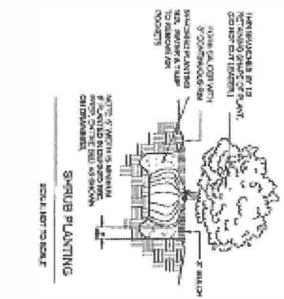


Contact Information:
TRIEZ STAKE SOLUTIONS
 www.triestakesolutions.com
 JEFF TULLY
 903-676-6743

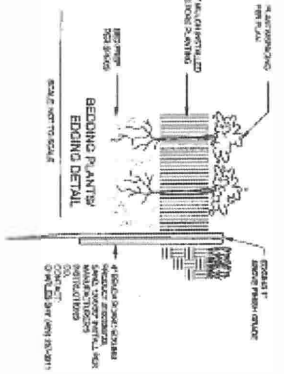


STAKING FOR MULTY-TRUNK TREES & TREES 2' OAK & LINDER
 SCALE: NOT TO SCALE

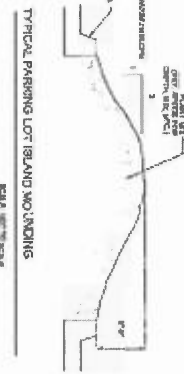
SAFETY STAKE BY TREE STAKE SOLUTIONS
 SCALE: NOT TO SCALE



SERB PLANTING
 SCALE: NOT TO SCALE



BEDDING PLANT/ EDGING DETAIL
 SCALE: NOT TO SCALE



TYPICAL PARKING LOT ISLAND MOJOMING
 SCALE: NOT TO SCALE

PLANT SCHEDULE

NO.	CODE	QTY	SCHEMATIC NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS
1	01-001	1	Planting Island	Planting Island	12\"/>			

REFERENCE NOTES SCHEDULE

1. SEE SCHEDULE FOR PLANTING ISLAND MOJOMING

2. SEE SCHEDULE FOR PLANTING ISLAND MOJOMING

3. SEE SCHEDULE FOR PLANTING ISLAND MOJOMING

4. SEE SCHEDULE FOR PLANTING ISLAND MOJOMING

5. SEE SCHEDULE FOR PLANTING ISLAND MOJOMING

LANDSCAPE ARCHITECTS, LLC
 2860 EAST SCYENE ROAD
 MESQUITE, TX 75049
 (972) 241-1111
 www.landscapedesign.com



Winkelmann & Associates, Inc.
 2860 EAST SCYENE ROAD
 MESQUITE, TX 75049
 (972) 241-1111
 www.winkelmann.com

L-13

PLANTING DETAILS
 ALCOTT STATION BUILDING E
 2860 EAST SCYENE ROAD
 MESQUITE, TX

EXHIBIT "E"
FORM OF EASEMENT
ON FOLLOWING PAGES



VG-364-2022-202200048263

Dallas County
John F. Warren
Dallas County Clerk

Instrument Number: 202200048263

Real Property Recordings

Recorded On: February 18, 2022 10:51 AM

Number of Pages: 16

" Examined and Charged as Follows: "

Total Recording: \$82.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202200048263
Receipt Number: 20220218000409
Recorded Date/Time: February 18, 2022 10:51 AM
User: Pamela G
Station: CC30

Record and Return To:

CITY SECRETARY - CITY OF MESQUITE
PO BOX 850137
MESQUITE TX 75185



STATE OF TEXAS
Dallas County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Dallas County, Texas

John F. Warren
Dallas County Clerk
Dallas County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERMANENT DRAINAGE, LANDSCAPING AND TRAIL EASEMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

DATE: January 31, 2022

GRANTOR: 42 Alcott, LP

GRANTOR'S MAILING ADDRESS: 2030 Main Street Suite 342, Dallas, Texas 75201

GRANTOR'S LIENHOLDER: None.

GRANTOR'S LIENHOLDER'S MAILING ADDRESS: Not Applicable.

GRANTEE: City of Mesquite, Texas

GRANTEE'S MAILING ADDRESS:

CONSIDERATION: Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

DRAINAGE, LANDSCAPING & TRAIL EASEMENT

PROPERTY: That certain 3.330 acres of land situated in the Thomas J. Sewell Survey, Abstract No. 1358, City of Mesquite, Dallas County, Texas, and being more particularly described and depicted in

Exhibit “A”, attached hereto and incorporated herein for all purposes.

DRAINAGE, LANDSCAPING & TRAIL

EASEMENT:

For a permanent and perpetual drainage easement for the purpose of conveying stormwater runoff and drainage lines, which includes but is not limited to the following municipal functions of installing a drainage line and structure within the drainage easement and includes installing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating drainage facilities in, into, upon, over, across, under and all through the Drainage, Landscaping & Trail Easement Property (collectively, the “Facilities”) in, under, and across the Drainage, Landscaping & Trail Easement Property; and in the area south of the Facilities and north of the Newsom Road right-of-way for a permanent and perpetual trail and landscaping easement for the purpose of providing a public trail and landscaping, which includes but is not limited to installing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating trail and landscaping facilities in, into, upon, over, across, under and all through the Drainage, Landscaping & Trail Easement Property (collectively, the “Newsom Trail & Landscaping Improvements”).

SCYENE LANDSCAPING BUFFER

EASEMENT

PROPERTY:

That certain 0.271-acre strip of land, generally being fifteen (15) feet in width, situated in the Thomas J. Sewell Survey, Abstract No. 1358, City of Mesquite, Dallas County, Texas, and being more particularly described and depicted in Exhibit “B”, attached hereto and incorporated herein for all purposes.

SCYENE LANDSCAPING

BUFFER EASEMENT:

For a permanent and perpetual landscaping easement for the purpose of providing a landscaping buffer, which includes but is not limited to installing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating landscaping facilities in, into, upon, over, across, under and all through the Scyene Landscaping Buffer Easement Property (collectively, the “Scyene Landscaping Buffer Improvements”).

BUFFER & LANDSCAPING

EASEMENT

PROPERTY:

That certain 0.438-acre strip of land, generally being fifteen (15) feet in width, situated in the Thomas J. Sewell Survey, Abstract No. 1358, City of Mesquite, Dallas County, Texas, and being more particularly described and depicted in Exhibit "C", attached hereto and incorporated herein for all purposes.

BUFFER & LANDSCAPING

EASEMENT:

For a permanent and perpetual buffer and landscaping easement for the purpose of providing a buffer from the adjacent roadway and landscaping, which includes but is not limited to installing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating buffer and landscaping facilities in, into, upon, over, across, under and all through the Buffer & Landscaping Easement Property (collectively, the "Landscaped Buffer Improvements").

Grantor, for the Consideration paid by Grantee, hereby grants, sells, and conveys to Grantee and Grantee's successors and assigns an easement over, on, and across the Drainage, Landscaping & Trail Easement Property for the Drainage, Landscaping & Trail Easement, the Scyene Landscaping Buffer Easement Property for the Scyene Landscaping Buffer Easement, and the Buffer & Landscaping Easement Property for the Buffer & Landscaping Easement, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Drainage, Landscaping & Trail Easement, the Scyene Landscaping Buffer Easement and the Buffer & Landscaping Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Drainage, Landscaping & Trail Easement, the Scyene Landscaping Buffer Easement and the Buffer & Landscaping Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Drainage, Landscaping & Trail Easement, the Scyene Landscaping Buffer Easement and the Buffer & Landscaping Easement or any part of the Drainage, Landscaping & Trail Easement, the Scyene Landscaping Buffer Easement and the Buffer & Landscaping Easement.

The following terms and conditions apply to the Easement granted by this Agreement:

1. *Definitions.* The term "this Agreement" means this Permanent Drainage, Landscaping and Trail Easement Agreement. The terms "Grantor", "Grantee", "Consideration", "Drainage, Landscaping & Trail Easement Property", "Drainage, Landscaping & Trail Easement", "Facilities", "Newsom Trail & Landscaping Improvements", "Scyene

Landscaping Buffer Easement Property”, “Scyene Landscaping Buffer Easement“, “Scyene Landscaping Buffer Improvements“, “Buffer & Landscaping Easement Property“, “Buffer & Landscaping Easement“ and “Landscaped Buffer Improvements” in this Agreement are defined in that order above. The term “Easements” shall mean collectively the Drainage, Landscaping & Trail Easement, the Scyene Landscaping Buffer Easement and the Buffer & Landscaping Easement. The term “Easement Properties“ shall mean collectively the Drainage, Landscaping & Trail Easement Property, the Scyene Landscaping Buffer Easement Property and the Buffer & Landscaping Easement Property. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term “Grantee“ includes the employees and authorized agents of Grantee.

2. *Character of Easement.* The Easements are nonexclusive and irrevocable. The Easements are for the benefit of Grantee and Grantee’s successors and assigns, as applicable.
3. *Duration of Easement.* The duration of the Easements is perpetual.
4. *Reservation of Rights.* Grantee’s right to use the Easements is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement Properties in conjunction with Grantee as long as such use by Grantor and Grantor's successors and assigns does not interfere with the use of the Easements by Grantee for the purposes set forth in this Agreement, and the right to convey to others the right to use all or part of the Easement Properties in conjunction with Grantee, as long as such further conveyance is subject to the terms of this Agreement.
5. *Temporary Construction Easement.* Grantor hereby grants to Grantee a temporary construction easement thirty (30) feet in width running parallel along and abutting the north side of the Drainage, Landscaping & Trail Easement Property for the construction of the Facilities and the Newsom Trail & Landscaping Improvements. The temporary construction easement granted herein is restricted to the surface of the land, and shall terminate upon completion of the Facilities and the Newsom Trail & Landscaping Improvements, at which time Grantee shall promptly return the surface of the temporary construction easement area to its pre-construction condition.
6. *Improvement and Maintenance of Easement Properties.* Improvement of the Easement Properties, including design and construction of the Facilities, the Newsom Trail & Landscaping Improvements, the Scyene Landscaping Buffer Improvements and the Landscaped Buffer Improvements will be at the sole expense of Grantee in compliance with all ordinances and regulations of the City of Mesquite, Texas. Grantee has the right to eliminate any encroachments into the Easement Properties, other than right-of-way.

Grantee has the right to construct, install, maintain, replace, and remove the Facilities, the Newsom Trail & Landscaping Improvements, the Scyene Landscaping Buffer Improvements and the Landscaped Buffer Improvements under or across any portion of the corresponding Easement Properties. All matters concerning the Facilities, the Newsom Trail & Landscaping Improvements, the Scyene Landscaping Buffer Improvements and the Landscaped Buffer Improvements and their configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion, subject to performance of Grantee's obligations under this Agreement. Grantee has the right to remove or relocate any fences within the Easement Properties or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, the Newsom Trail & Landscaping Improvements, the Scyene Landscaping Buffer Improvements and the Landscaped Buffer Improvements subject to replacement of the fences to their original condition on the completion of the work.

7. *Restoration of Property to Pre-Construction Condition.* Grantee shall clean up and remove all trash and debris caused by Grantee's construction, installation, maintenance, replacement, and removal of the Facilities, the Newsom Trail & Landscaping Improvements, the Scyene Landscaping Buffer Improvements and the Landscaped Buffer Improvements. After all such activities, Grantee shall return the surface of the Easement Properties to their pre-construction condition. If Grantee damages existing fencing on the Easement Properties, Grantee shall, at its cost, restore the fencing to its pre-construction condition.
8. *Equitable Rights of Enforcement.* The Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
9. *Attorney's Fees.* If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
10. *Binding Effect.* This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

11. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Properties are located.
12. *Counter parts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
13. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.
14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.
15. *Indemnity.* To the extent allowed by law, each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this Agreement by the indemnifying party.
16. *Entire Agreement.* This Agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easements by Grantor to Grantee. There are no representations, agreements, warranties, or promises that are not expressly set forth in this Agreement and any exhibits.
17. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
18. *Liens and Encumbrances.* Grantor warrants that there are no liens, attachments, or other encumbrances that affect the title or right of Grantor to convey the Easements to Grantee for the purposes described herein except for those with a signature and acknowledgment included in and made a part of this document conveying the rights and privileges

contained herein, and subordinating any such lien or encumbrance to the easements granted herein.

GRANTOR:

42 Alcott, LP, a Texas limited partnership

By: 42 C 2021, LLC, a Texas limited liability company, its General Partner

By: [Signature]
Name: Scott Rohrman
Title: Manager

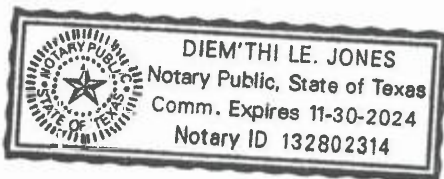
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on Feb 2nd, 2022, by Scott Rohrman, as the duly authorized representative of 42 Alcott, LP, on behalf of said limited partnership.

[Signature]
NOTARY PUBLIC, State of Texas

My Commission Expires:
11/30/2024

Notary Seal



GRANTEE:

CITY OF MESQUITE, TEXAS

By: 
Name: Cliff Keheley
Title: City Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on Feb 2, 2022, by Cliff Keheley, City Manager of the City of Mesquite, Texas, a Texas home rule municipality, on behalf of said home rule municipality.


NOTARY PUBLIC, State of Texas

My Commission Expires:
10-19-2025

Notary Seal

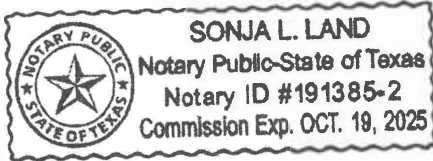
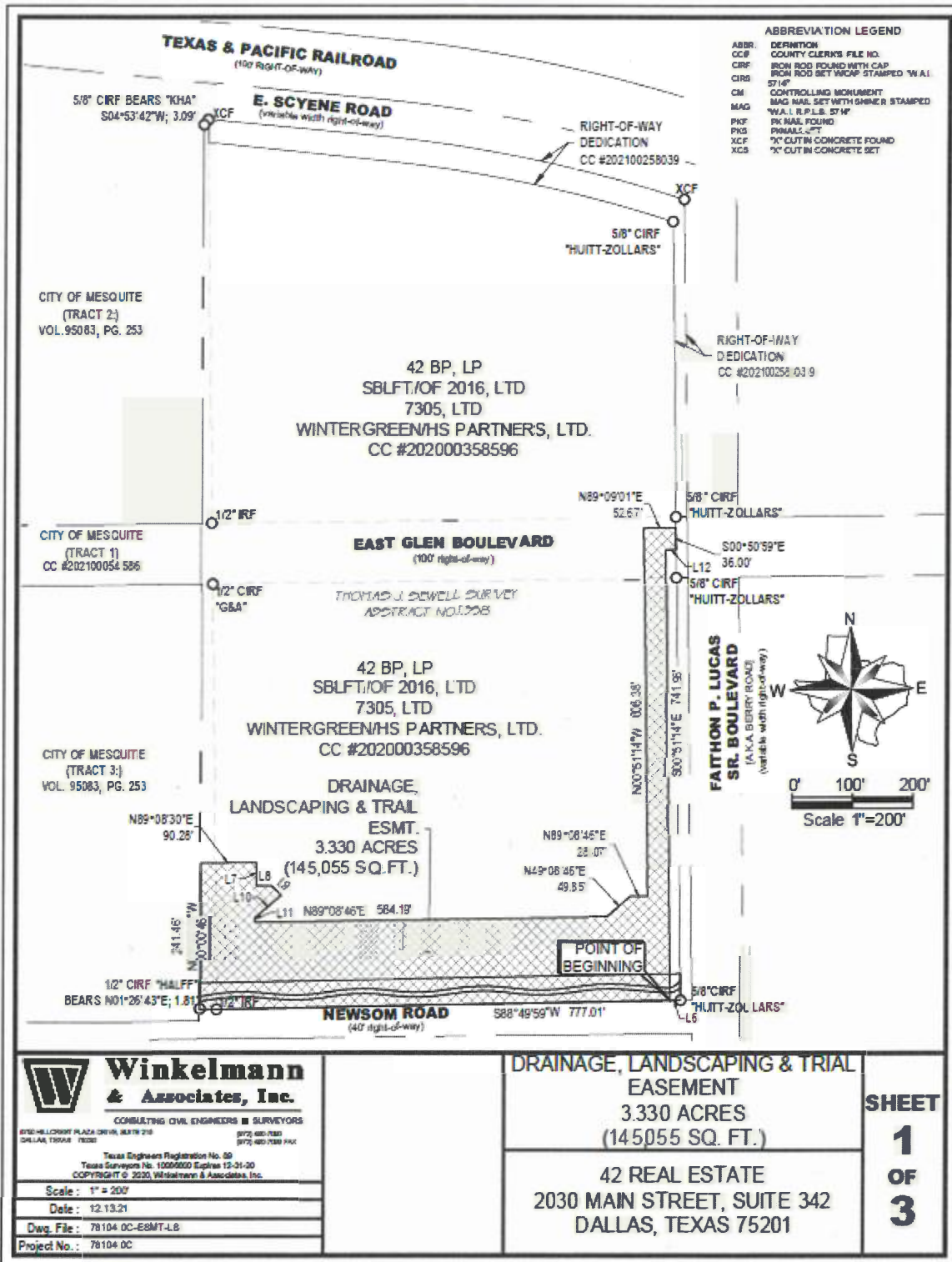


EXHIBIT "A"



Winkelmann & Associates, Inc.

CONSULTING CIVIL ENGINEERS ■ SURVEYORS
8700 HILLCROFT PLAZA, SUITE 210
DALLAS, TEXAS 75248
(972) 480-7300
(972) 480-7300 FAX
Texas Engineers Registration No. 69
Texas Surveyors No. 10000000 Expires 12-31-20
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Scale: 1" = 200'
Date: 12.13.21
Dwg. File: 78104-00-ESMT-L8
Project No.: 78104-00

**DRAINAGE, LANDSCAPING & TRAIL
EASEMENT
3.330 ACRES
(145,055 SQ. FT.)**

**42 REAL ESTATE
2030 MAIN STREET, SUITE 342
DALLAS, TEXAS 75201**

**SHEET
1
OF
3**

DRAINAGE, LANDSCAPING & TRAIL EASEMENT DESCRIPTION

STATE OF TEXAS §
COUNTY OF DALLAS §

BEING a tract of land situated in the THOMAS J. SEWELL SURVEY, ABSTRACT NO. 1358, City of Mesquite, Dallas County, Texas, and being a portion of a tract of land as described in deed to 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD., recorded in Instrument No. 202 000358596, Official Public Records, Dallas County, Texas, and a portion of the right-of-way of East Glen Boulevard (100' right-of-way), and being more particularly described as follows:

BEGINNING at a point for corner, which bears South 88 deg 49 min 59 sec West, a distance of 16.79 feet from a 5/8-inch iron rod with plastic cap stamped "HUITT-ZOLLARS" found for the Southeast corner of said 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD. tract and being the intersection of the West right-of-way line of Faithon P. Lucas Sr. Boulevard (variable width right-of-way) and the North right-of-way line of Newsom Road (40' right-of-way);


THENCE South 88 deg 49 min 59 sec West, along said North right-of-way line, a distance of 777.01 feet to a point for corner from which a 5/8-inch iron rod with plastic cap stamped "HUITT-ZOLLARS" found bears North 01 deg 26 min 43 sec East a distance of 1.81 feet, said point being the Southwest corner of said 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD. tract;

THENCE North 00 deg 00 min 46 sec West, departing the North right-of-way line of said Newsom Road and along the West line of said 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD. tract, a distance of 241.46 feet to a point for corner;

THENCE over and across said 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD. tract, the following:

- North 89 deg 08 min 30 sec East, a distance of 90.28 feet to a point for corner;
- South 00 deg 16 min 35 sec East, a distance of 37.87 feet to a point for corner;
- North 90 deg 00 min 00 sec East, a distance of 24.72 feet to a point for corner;
- South 45 deg 51 min 14 sec East, a distance of 22.37 feet to a point for corner;
- South 49 deg 08 min 46 sec West, a distance of 56.69 feet to a point for corner;
- South 00 deg 51 min 14 sec East, a distance of 7.16 feet to a point for corner;
- North 89 deg 08 min 46 sec East, a distance of 584.19 feet to a point for corner;
- North 49 deg 08 min 46 sec East, a distance of 49.85 feet to a point for corner;
- North 89 deg 08 min 46 sec East, a distance of 28.07 feet to a point for corner;

THENCE North 00 deg 51 min 14 sec West, continuing over and across said 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD. tract and over and across the right-of-way of said East Glen Boulevard, a distance of 606.38 feet to a point for corner;

 <p>Winkelmann & Associates, Inc.</p> <p><small>CONSULTING CIVIL ENGINEERS ■ SURVEYORS</small></p> <p><small>1010 HILLTOP PLACE, SUITE 200, DALLAS, TEXAS 75205 (972) 442-1200 (972) 442-1201 FAX</small></p> <p><small>Texas Engineers Registration No. 69 Texas Surveyors No. 10086600 Expires 12-31-20 COPYRIGHT © 2020 Winkelmann & Associates, Inc.</small></p>	Scale : N/A
	Date : 12.13.21
	Dwg. File : 78104-DC-ESMT-LS
	Project No. : 78104-DC

<p>DRAINAGE, LANDSCAPING & TRAIL EASEMENT</p> <p>3.330 ACRES (145,055 SQ. FT.)</p>
<p>42 REAL ESTATE 2030 MAIN STREET, SUITE 342 DALLAS, TEXAS 75201</p>

**SHEET
2
OF
3**

DRAINAGE, LANDSCAPING & TRAIL EASEMENT DESCRIPTION (cont)

STATE OF TEXAS §
COUNTY OF DALLAS §

THENCE North 89 deg 09 min 01 sec East, continuing over and across the right-of-way of said East Glen Boulevard, a distance of 52.67 feet to a point for corner, said point being situated in the West right-of-way line of Faithon P. Lucas Sr. Boulevard (variable width right-of-way);

THENCE South 00 deg 50 min 59 sec East, along said West right-of-way line, a distance of 36.00 feet to a point for corner;

THENCE South 89 deg 08 min 57 sec West, departing the West right-of-way line of said Faithon P. Lucas Sr. Boulevard and over and across the right-of-way of said East Glen Boulevard, a distance of 16.67 feet to a point for corner;

THENCE South 00 deg 51 min 14 sec East, over and across said right-of-way of said East Glen Boulevard and said 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD. tract, a distance of 741.96 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 3.330 acres or 145,055 square feet of land, more or less.

LINE TABLE

LINE #	BEARING	DIS TANCE
L6	S88°49'59"W	16.79'
L7	S00°16'35"E	37.87'
L8	N90°00'00"E	24.72'
L9	S45°51'14"E	22.37'
L10	S49°08'46"W	56.69'
L11	S00°51'14"E	7.16'
L12	S89°08'57"W	16.67'



Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS ■ SURVEYORS
8700 HILLCROFT PLACE, SUITE 100, DALLAS, TEXAS 75243
 TEXAS ENGINEERS REGISTRATION NO. 69
 TEXAS SURVEYORS NO. 1008800 EXPIRES 12-31-20
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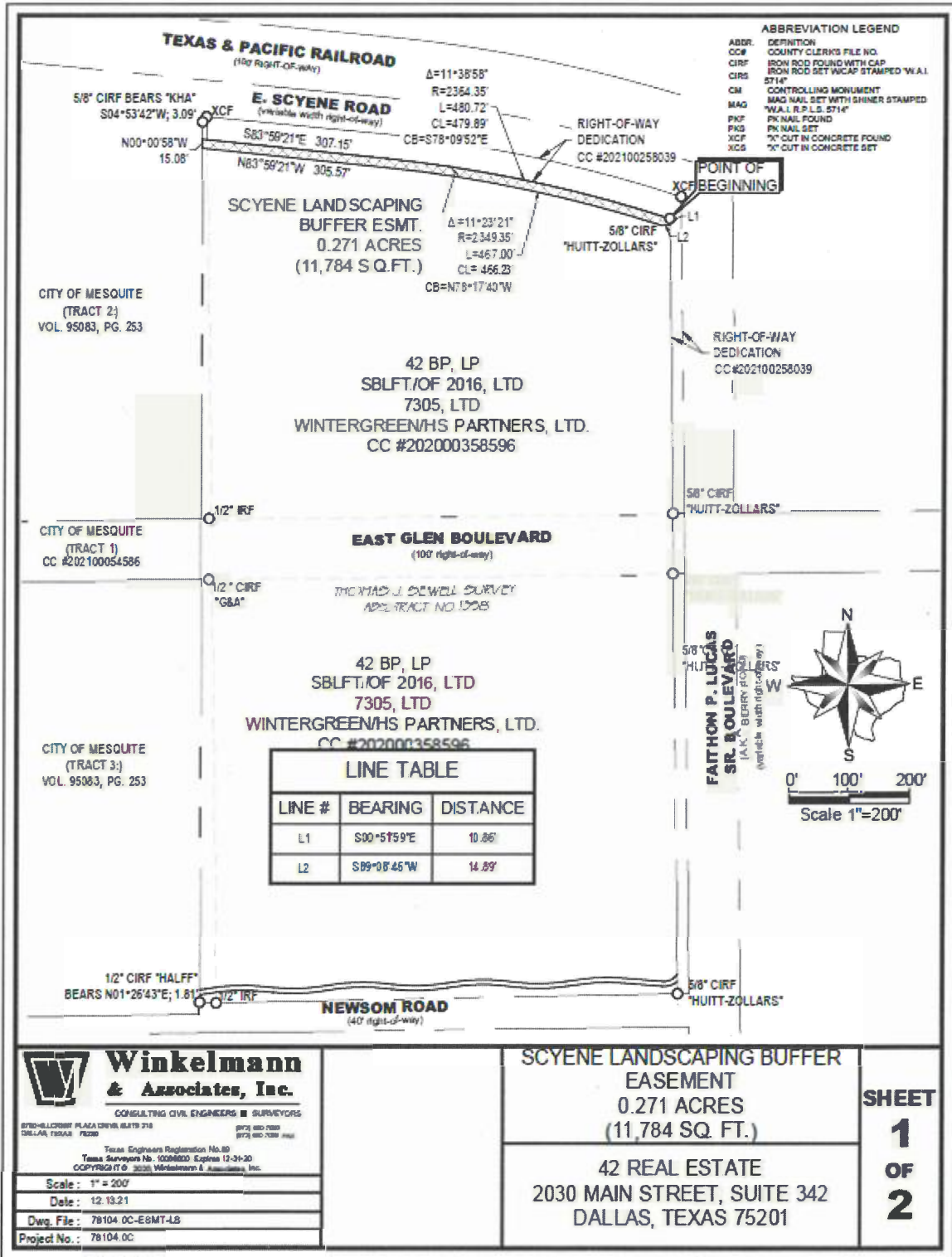
Scale: N/A
 Date: 12.13.21
 Dwg. File: 781040C-ES-MT-LB
 Project No.: 78104.0C

**DRAINAGE, LANDSCAPING & TRAIL
 EASEMENT
 3.330 ACRES
 (145,055SQ. FT.)**

**42 REAL ESTATE
 2030 MAIN STREET, SUITE 342
 DALLAS, TEXAS 75201**

**SHEET
 3
 OF
 3**

EXHIBIT "B"



G:\17816400 ACQUISITION\SURVEY\Easements\78104.00-E8MT-L8.dwg

SCYENE LANDSCAPING BUFFER EASEMENT DESCRIPTION

STATE OF TEXAS §
COUNTY OF DALLAS §

BEING a tract of land situated in the THOMAS J. SEWELL SURVEY, ABSTRACT NO. 1358, City of Mesquite, Dallas County, Texas, and being a portion of a tract of land as described in deed to 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD., recorded in Instrument No. 202000358596, Official Public Records, Dallas County, Texas, a portion of a tract of land as described in deed to the City of Mesquite (Tract 2), recorded in Volume 95083, Page 253, Deed Records, Dallas County, Texas, and a portion of East Glen Boulevard (100' right-of-way), and being more particularly described as follows:

BEGINNING at 5/8-inch iron rod with plastic cap stamped "HUITT-ZOLLARS" found for corner and being the Northeast corner of said 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD. tract and being the intersection of the West right-of-way line of Faithon P. Lucas Sr. Boulevard (variable width right-of-way) and the Southerly right-of-way line of E. Scyene Road (variable width right-of-way);

THENCE South 00 deg 51 min 59 sec East, departing said Southerly right-of-way line and along said West right-of-way line, a distance of 10.86 feet to a point for corner;

THENCE South 89 deg 08 min 46 sec West, over and across said 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD. tract, a distance of 14.89 feet to a point for corner and the beginning of a non-tangent curve to the left, having a radius of 2,349.35 feet, a central angle of 11 deg 23 min 21 sec, a chord bearing of North 78 deg 17 min 40 sec West and a chord length of 466.23 feet;

THENCE over and across said 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD. tract, an arc distance of 467.00 feet to a point for corner;


THENCE North 83 deg 59 min 21 sec West, continuing over and across said 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD. tract and over and across said City of Mesquite tract, a distance of 305.57 feet to a point for corner situated in the West line of said 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD. tract;

THENCE North 00 deg 00 min 58 sec West, along said West line, a distance of 15.08 feet to a point for corner, said point being situated in the Southerly right-of-way line of said E. Scyene Road;

THENCE South 83 deg 59 min 21 sec East, departing the West line of said 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD. tract and along said Southerly right-of-way line, a distance of 307.15 feet to a point for corner and the beginning of a curve to the right having a radius of 2,364.35 feet, a central angle of 11 deg 38 min 58 sec, a chord bearing of South 78 deg 09 min 52 sec East and a chord length of 479.89 feet;

THENCE continuing along said Southerly right-of-way line and along said curve to the right, an arc distance of 480.72 feet to the POINT OF BEGINNING.

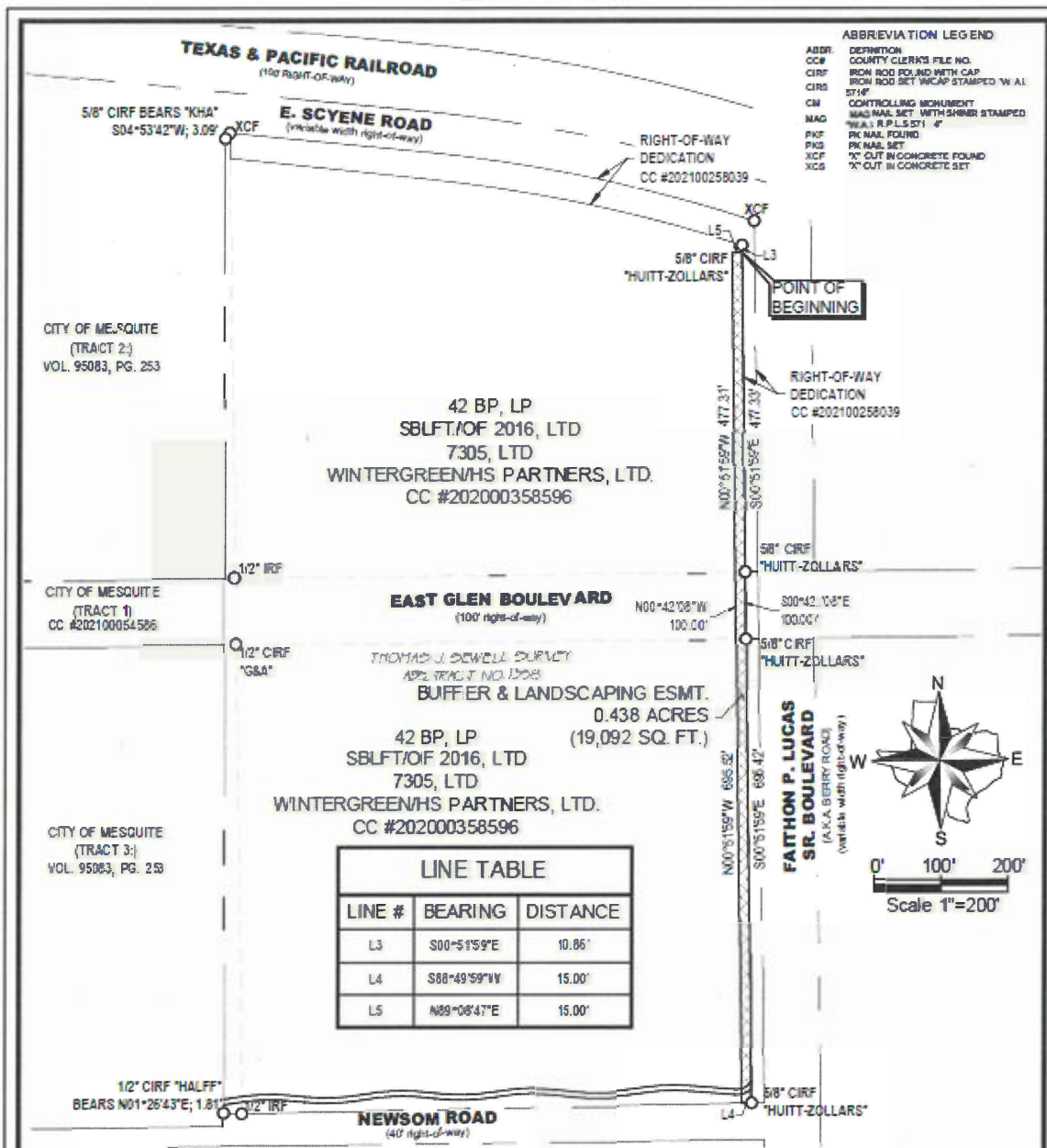
CONTAINING within these metes and bounds 0.271 acres or 11,784 square feet of land, more or less.

 <p>Winkelmann & Associates, Inc. CONSULTING CIVIL ENGINEERS ■ SURVEYORS</p> <p><small>ESTABLISHED 1954 CIVIL, SURV, ENR SALAR, TRSAL, TRSSE PRG, RES, TRS Texas Engineers Registration No. 69 Texas Surveyors No. 1208600 Expires 12-31-20 COPYRIGHT © 2020 Winkelmann & Associates, Inc.</small></p>	Scale : N/A
	Date : 12.13.21
	Dwg. File : 78104 DC-ESMT-L8
	Project No. : 78104 DC

<p>SCYENE LANDSCAPING EASEMENT 0.271 ACRES (11,784 SQ. FT.)</p>
<p>42 REAL ESTATE 2030 MAIN STREET, SUITE 342 DALLAS, TEXAS 75201</p>

SHEET
2
OF
2

EXHIBIT "C"



Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS ■ SURVEYORS
 8750 HELLHORN PLAZA, SUITE 210 DALLAS, TEXAS 75238
 (972) 480-7100 FAX (972) 480-7100
 Texas Engineer Registration No. 89
 Texas Surveyors No. 10000000 Expires 12-31-20
 COPYRIGHT © 2020 Winkelmann & Associates, Inc.

Scale: 1" = 200'
 Date: 12-13-21
 Dwg. File: 78104-DC-E8MT-L8
 Project No.: 78104-DC

BUFFER & LANDSCAPING EASEMENT
 0.438 ACRES
 (19,092 SQ. FT.)

42 REAL ESTATE
 2030 MAIN STREET, SUITE 342
 DALLAS, TEXAS 75201

SHEET 1 OF 2

G:\18104\DC-ACC\SURVEY\Easement\W8104-DC-E8MT-L8.dwg

BUFFER & LANDSCAPING EASEMENT DESCRIPTION

STATE OF TEXAS §
 COUNTY OF DALLAS §

BEING a tract of land situated in the THOMAS J. SEWELL SURVEY, ABSTRACT NO. 1358, City of Mesquite, Dallas County, Texas, and being a portion of a tract of land as described in deed to 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD., recorded in Instrument No. 202000358596, Official Public Records, Dallas County, Texas, a portion of a tract of land as described in deed to the City of Mesquite (Tract 2), recorded in Volume 95083, Page 253, Deed Records, Dallas County, Texas, and a portion of East Glen Boulevard (100' right-of-way), and being more particularly described as follows:

BEGINNING at a point for corner, which bears South 00 deg 51 min 59 sec East, a distance of 10.86 feet from a 5/8-inch iron rod with plastic cap stamped "HUITT-ZOLLARS" found for the Northeast corner of said 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD. tract and being the intersection of the West right-of-way line of Faithon P. Lucas Sr. Boulevard (variable width right-of-way) and the Southerly right-of-way line of E. Scyene Road (variable width right-of-way);

THENCE South 00 deg 51 min 59 sec East, along said West right-of-way line, a distance of 477.33 feet to a 5/8-inch iron rod with plastic cap stamped "HUITT-ZOLLARS" found for corner, said iron rod being situated in the North right-of-way line of said East Glen Boulevard;

THENCE South 00 deg 42 min 08 sec East, continuing along said West right-of-way line and over and across said East Glen Boulevard right-of-way, a distance of 100.00 feet to a 5/8-inch iron rod with plastic cap stamped "HUITT-ZOLLARS" found for corner, said iron rod being situated on the South right-of-way line of said East Glen Boulevard;

THENCE South 00 deg 51 min 59 sec East, continuing along said West right-of-way line, a distance of 695.42 feet to a 5/8-inch iron rod with plastic cap stamped "HUITT-ZOLLARS" found for corner, said iron rod being the intersection of the West right-of-way line of said Faithon P. Lucas Sr. Boulevard and the North right-of-way line of Newsom Road (40' right-of-way);

THENCE South 88 deg 49 min 59 sec West, departing said West right-of-way line and along said North right-of-way line, a distance of 15.00 feet to a point for corner;

THENCE over and across said 42 BP, LP, SBLFT/OF 2016, LTD., 7305, LTD., and Wintergreen/HS Partners, LTD. tract, the following:

North 00 deg 51 min 59 sec West, departing said North right-of-way line, a distance of 695.52 feet to a point for corner situated in the South right-of-way line of said East Glen Boulevard;

North 00 deg 42 min 08 sec West, over and across said East Glen Boulevard right-of-way, a distance of 100.00 feet to a point for corner situated in the North right-of-way line of said East Glen Boulevard;

North 00 deg 51 min 59 sec West, departing said North right-of-way line, a distance of 477.31 feet to a point for corner;

North 89 deg 08 min 47 sec East, a distance of 15.00 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 0.438 acres or 19,092 square feet of land, more or less.



CONSULTING CIVIL ENGINEERS ■ SURVEYORS
 OFFICE: 1111 HILLSBERRY PLAZA, SUITE 2000 DALLAS, TEXAS 75205
 TEL: 972.496.7279 FAX: 972.496.7280
 TEXAS ENGINEERS REGISTRATION NO. 60
 TEXAS SURVEYORS NO. 2058600 Expires 12-31-20
 COPYRIGHT © 2020 Winkelmann & Associates, Inc.

Scale: N/A
 Date: 12/13/21
 Dwg. File: 78104-DC-ESMT-LS
 Project No.: 78104-DC

**BUFFER & LANDSCAPING
 EASEMENT
 0.438 ACRES
 (19,092 SQ. FT.)**

**42 REAL ESTATE
 2030 MAIN STREET, SUITE 342
 DALLAS, TEXAS 75201**

**SHEET
 2
 OF
 2**

EXHIBIT "F"

EXHIBIT F to TIRZ #14 reimbursement Agreement and City Chapter 380 Incentive and Performance Agreement 42 ALCOTT, LP (Alcott Logistics Station)		
42 Alcott Station Estimated TIRZ Projects- 1/26/2022 DRAFT		
Description	Current Estimated Cost	Estimated Totals
Drainage Improvements Storm Drainage and Detention Improvements to convey water past Faithon P. Lucas Sr. Blvd. The detention pond improvements are generally located at the southern end of the Property and connect to the outfall structure that travels north parallel to Faithon P. Lucas Sr. Blvd. up to the abandoned East Glen Blvd. ROW.	\$3,398,131	
South Easement Improvements Trail Improvements - the portion of the Trail Improvements generally located at the southern end of the Property, inside the property line, parallel to Newsome Road. Landscaping, Irrigation, and PD Requirements - the portion of the Landscaping, Irrigation, and PD Requirements generally located at the southern end of the Property and parallel to Newsome Road.	\$128,789 \$599,632	\$3,398,131
Easement Improvements Trail Improvements - the portion of the Trail Improvements generally located along the east boundary of the Property, parallel to Faithon P. Lucas Sr. Blvd., and outside of the Property line AND the portion of the Trail Improvements generally located along the north boundary of the Property, parallel to East Scyene Road, and outside of the Property line. Landscaping, Irrigation, and PD Requirements - the portion of the Landscaping, Irrigation, and PD Requirements generally located along the east boundary of the Property, parallel to Faithon P. Lucas Sr. Blvd. AND the portion of the Landscaping, Irrigation, and PD Requirements generally located along the north boundary of the Property, parallel to East Scyene Road. Site work: grading- for the grading necessary to complete the Trail Improvements and Landscaping, Irrigation, and PD Requirements	\$157,893 \$422,587 \$258,159	\$728,421
Other Improvements Water & Sewer Improvements in public ROW required to provide service to facility and which are deemed to include taps, tap fees, meters, meter fees, vaults, extensions to meters, setting meters, sewer taps, etc. Any internal fire lines, sewer lines and water service lines are not eligible. Roadway Improvements - any roadway infrastructure (construction or demolition) required to provide access to the facility including any costs for the East Glen Removal Project that are not reimbursed by other means, and including any decel lanes, turn lanes, etc. Franchise Utility Relocation Drainage Flume with Adjacent Property - but only if it is in a public easement or ROW. Monument/Wayfinding Signage Improvements	\$297,999 \$295,879 \$182,547 \$199,875 \$39,750	\$838,639
Total Estimated Costs incl. interest, Insp fees, supervision, architectural, Engineering, planning, legal and contingency, etc.		\$1,016,050 \$5,981,241

Exhibit F Legend:

LEGEND:

DRAINAGE IMPROVEMENTS:
DETENTION POND AND ALL
APPURTENANCES, STORM
DRAINAGE OUTFALL



SOUTH EASEMENT IMPROVEMENTS:
HIKE AND BIKE TRAIL, LANDSCAPING,
IRRIGATION, PD REQUIREMENTS
PARALLEL TO NEWSOM ROAD.



EASEMENT IMPROVEMENTS:
HIKE AND BIKE TRAIL, LANDSCAPING, IRRIGATION,
PD REQUIREMENTS PARALLEL TO E. SYCENE RD.
AND FAITHON P. LUCAS BLVD.



EXHIBIT "G"

ALCOTT DESIGN STANDARDS

See the following pages. The following pages are taken from Planned Development Zoning Ordinance No. 4856

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EXHIBIT "B" - PD Development Standards
Page 1 of 6

1. All uses permitted in the Mesquite Zoning Ordinance's Industrial District classification ("Industrial District") are allowed on the Property except as modified in Subsections "a" of this paragraph. The uses permitted in the Industrial District are subject to the same requirements applicable to the uses in the Industrial District, as set out in the Mesquite Zoning Ordinance. For example, a use permitted in the Industrial District only by conditional use permit ("CUP") is permitted in the district only by CUP.

- a. The following uses are prohibited on the property:

SIC Code 32a: Concrete Batch Plants

SIC Code 40: Railroad Passenger Terminal

SIC Code 61: Alternative Financial Institutions

SIC Code 593: Used Merchandise

SIC Code 593a: Pawnshops

SIC Code 5993: Tobacco Stores

SIC Code 7299a: Massage Parlors, Turkish and Steam Baths

- 2. The overnight parking of heavy load vehicles and or unmounted trailers is permitted as defined in Section 3-600 of the Mesquite Zoning Ordinance, in areas designated on the site plan, if it is associated with tenant(s) or owner(s) use of the property.
 3. The minimum number of off-street parking spaces shall be provided per Section 3-400 of the Mesquite Zoning Ordinance, except as provided herein: Uses allowed in the Industrial District and uses classified as distribution, data center, fulfillment, warehousing, or storage shall provide 20 spaces plus one space per 5,000-square feet. Reduction in this requirement may be provided by meeting requirements in Section 3-405 of the Mesquite Zoning Ordinance.
 4. When adjacent to a public right-of-way or park, a truck court and/or outdoor storage (including heavy load vehicle parking, overhead doors or loading docks) shall be screened with a solid masonry wall or a solid landscape hedge pursuant to Mesquite Zoning Ordinance's Section 1A-303.D, and further defined below in 4(a). Wood or chain link screening is prohibited. Said screening shall be provided constructed prior to the issuance of a Certificate of Occupancy.

A Solid Landscape Hedge under Mesquite Zoning Ordinance's Section 1A-303.D, shall consist of a large evergreen shrub or small ornamental evergreen tree a minimum eight feet (8') in height at time of planting. These shrubs/ornamental screening plants shall be planted a maximum of eight feet (8') on center and be full to the ground. Mature plant growth should provide continuous screening. Acceptable Screening species include, but are not limited to, Magnolias, Hollies, Cedars, or Junipers.

- -
 -
 -
 5. The setbacks, screening and buffer zones shall include the following.

Z0321-0182
EXHIBIT "B" - PD Development Standards
Page 2 of 6

- i. The landscape buffer shall substantially conform to the Newsom Road Landscape Buffer Exhibit attached hereto as Exhibit "C."
- ii. The minimum building setback from the Newsom Road right-of-way is 200 feet to face of any building (the "Building Setback").
- iii. The minimum setback from Newsom Road right-of-way for parking or a vehicle travel path shall be at least 100 feet in width and may be entirely inside the Building Setback area (the "Newsom Landscape Buffer").
- iv. The Newsom Landscape Buffer identified in a. iii above shall include the following:
 - 1. A four-foot (4') high wrought iron fence or anchor fence, or a product similar in nature.
 - 2. A three foot (3') high earthen berm:
 - a. Where practically feasible, the earthen berm may be disrupted by the below mentioned 8' wide trail in order to allow the trail to meander.
 - b. The back side of the Earthen Berm may be constructed as a wall as part of any detention basin or pond.
 - 3. A landscape hedge being evergreen shrubs installed at a minimum of 3-gallon in size, 24 inches in height (or taller) at the time of planting and planted at a maximum 3-feet on center. Shrubs shall be selected from the Mesquite Zoning Ordinance Section 1A-500-2 Shrub Schedule
 - 4. A minimum of two rows of trees shall be provided. Each row of trees shall include one tree for each 35 linear feet of non-paved areas, and the trees shall be planted no more than 35 feet apart (on center). The two rows of trees shall be planted in a staggered pattern to create a visual barrier. At least one row of trees may be planted within the Newsom Landscape Buffer, or the green space, or easement within the immediately adjacent right of way.
 - 5. Trees in the Newsom Landscape Buffer shall be selected from the following Approved Shade Trees. A variety of species is required such that no single species shall exceed 25% of the total number of trees.

Common Name	Scientific Name
Texas Walnut	Juglans microcarpa
Pecan	Carya illinoensis
Caddo Maple	Acer saccharum var. caddo
Cedar Elm	Ulmus crassifolia
Chinquapin Oak	Quercus muhlenbergii
Live Oak	Quercus virginiana
Texas Red Oak	Quercus texana
Shantung Maple	Acer truncatum
Lacebark Elm	Ulmus parvifolia

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EXHIBIT "B" - PD Development Standards
 Page 3 of 6

6. Trees required for screening or buffering may be located in the green space within the immediately adjacent Right of Way.
7. Detention for the site shall be allowed to be located within the Landscape Buffer.

b. Along East Glen Blvd and Clay Mathis Road:

- i. A 13-foot wide landscape buffer (the 13 Foot Landscape Buffer) shall be established along the property line parallel to the street; provided that when located across the street from a residential district, the buffer shall be 25 feet in width with a parking screen. A buffer tree line shall be established in the 13 Foot Landscape Buffer.
- ii. Within the 13 Foot Landscape Buffer, or the green space within the immediately adjacent right of way, one tree shall be provided for each 35 linear feet and trees shall be planted no more than 35 feet apart (on center).
- iii. Trees in the 13 Foot Landscape Buffer shall be selected from the following Approved Shade Trees. A variety species shall be required such that no single species shall exceed 25% of the total number of trees.

Common Name	Scientific Name
Texas Walnut	Juglans microcarpa
Pecan	Carya illinoensis
Caddo Maple	Acer saccharum var. caddo
Cedar Elm	Ulmus crassifolia
Chinquapin Oak	Quercus muhlenbergii
Live Oak	Quercus virginiana
Texas Red Oak	Quercus texana
Shantung Maple	Acer truncatum
Lacebark Elm	Ulmus parvifolia

- iv. Trees required for screening or buffering may be located in green space within the immediately adjacent Right of Way.

c. Along E. Scyene Road and Faithon P. Lucas Blvd:

- i. A 15-foot wide landscape buffer shall be established along the property line parallel to the street (the "15 Foot Landscape Buffer") a buffer tree line shall be established within the 15 Foot Landscape Buffer.
- ii. Within the 15 Foot Landscape Buffer, or the green space within the immediately adjacent right of way or the easement one tree shall be provided for each 40 linear feet, and trees shall be planted no more than 40 feet apart (on center).
- iii. Trees in the 15 Foot Landscape Buffer shall be selected from the following Approved Shade Trees. A variety species shall be required such that no single species shall exceed 25% of the total number of trees.

Common Name	Scientific Name
Texas Walnut	Juglans microcarpa

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EXHIBIT "B" - PD Development Standards
 Page 4 of 6

Pecan	<i>Carya illinoensis</i>
Caddo Maple	<i>Acer saccharum</i> var. <i>caddo</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Chinquapin Oak	<i>Quercus muhlenbergii</i>
Live Oak	<i>Quercus virginiana</i>
Texas Red Oak	<i>Quercus texana</i>
Shantung Maple	<i>Acer truncatum</i>
Lacebark Elm	<i>Ulmus parvifolia</i>

- iv. Trees required for screening or buffering may be located in the green space within the immediately adjacent Right of Way.
6. The term, "Landscape Buffers" refers to all three, and collectively, the Newsom Landscape Buffer, and the 13 Foot Landscape Buffer, and the 15 Foot Landscape Buffer. Trees and landscaping installed in the Landscape Buffers or the green space within the immediately adjacent right of way, or the easement may be used to fulfill the tree requirement in Mesquite Zoning Ordinance's Section 1A-202.A.2 or in other documents. The truck court and building size areas shall be excluded from the calculation for the required landscaping area. The minimum installation size of each tree shall be a minimum of 3 caliper-inches. The maintenance and replacement of trees and landscaping installed in the right-of-way are the responsibility of the adjacent property owner.
 7. The quantities of trees required to meet the Mesquite Zoning Ordinance are based on each tree having a minimum caliper-inch of 3-inches. As an option, the total number of required trees planted on a lot may be decreased by increasing the tree caliper-inch, only if the total caliper-inches required are matched. For example, if 100 trees are required per ordinance (100 trees x 3-inches = 300 caliper-inches), the Property may elect to plant 75 trees if each tree is 4 caliper-inches (75 trees x 4 inches = 300 caliper-inches). However, this option cannot be used to reduce the number of trees required in the Landscape Buffers.
 8. At a minimum, an 8-foot wide concrete trail shall be installed along the entire perimeter of the property covered by this Planned Development ordinance. A Certificate of Occupancy for a building shall not be issued until the portion of the trail located on the property on which said building sits has been installed. Any lot adjacent to a park or open space shall provide a trail connection to the park or open space. When the trail is located on private property, a pedestrian easement shall be provided on the plat.
 9. Identification and informational signage pertaining to the trail, and safety of the public, shall be allowed within the trail boundaries, trail connections and pedestrian easements on private property regardless of proximity to property lines.
 10. Upon approval of the City of Mesquite's Director of Planning and Development Services, up to 10% of the required trees for each site (but not trees required for screening) may be planted within the open space/park area(s) located within the boundary of this Planned Development.

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EXHIBIT "B" - PD Development Standards
Page 5 of 6

11. District identification and directional signage for the entire area covered by this Planned Development that is to be placed in a maintenance easement dedicated to the City of Mesquite shall be installed under the following parameters:

- a. All district identification and directional signage shall have the same architectural design and material as permitted by the Mesquite Sign Ordinance. The district identification or directional sign shall match the design and materials of the first district identification or directional sign installed within the PD. be built per the development's approved design specifications as established the first district.
- b. District identification and directional signage to be located a minimum of 30 feet from adjoining private property lines and shall not obstruct the vision of traffic within a triangular area formed by the intersection of adjacent curb lines from a point on each curb line 20 feet from the intersection. District identification and directional signage shall be installed at some or all of the following locations:
 - i. Southeast corner of Clay Mathis Road and E. Seyene Blvd.
 - ii. Northeast corner of Clay Mathis Road and East Glen Blvd.
 - iii. Southeast corner of E. Seyene Blvd and East Glen Blvd.
 - iv. Southwest corner of E. Seyene Blvd and East Glen Blvd.
 - v. Southwest corner of Faithon P. Lucas Blvd and E. Seyene Blvd.
- c. District identification and directional signage shall be installed by the developer of the property where a sign is to be located as detailed in 11. b. After installation and acceptance, the City will maintain the district identification sign. The sign shall be placed in a maintenance easement dedicated to the City of Mesquite.
- d. District identification and directional signage shall conform to the sign standards in the Mesquite Sign Ordinance; provided that the district identification signs shall not count towards the number of monument signs permitted on a property.

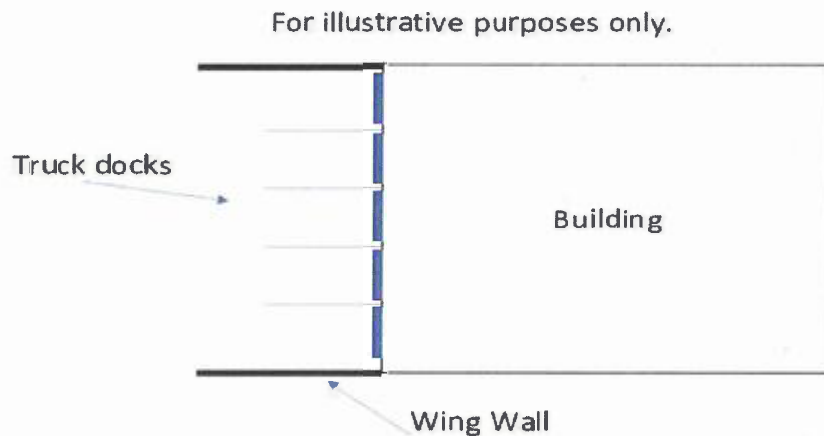
12. Pole signs shall be prohibited.

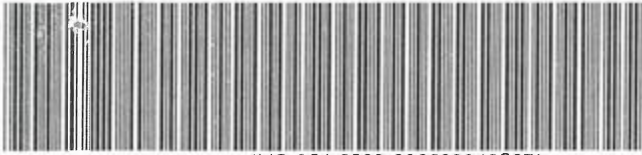
13. Exterior lighting is not required except for purposes of public safety. However, if installed, all exterior lighting shall meet the following design standards.

- a. Light sources shall be concealed or shielded with luminary shielding, skirts, or cut-offs with an angle not exceeding 90 degrees ("cutoff angle") if without said concealment or shielding, there would be potential for glare and unnecessary diffusion on adjacent property over one foot-candle additional illumination levels at any point off-site. For purposes of this provision, "cutoff angle" is further defined as the angle formed by a line drawn from the direction of light rays at the light source or reflector, and a line perpendicular to the ground from the light source above from which no light is emitted.

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EXHIBIT "B" - PD Development Standards
Page 6 of 6

- b. In no case shall exterior lighting add more than one foot-candle to illumination levels at any point off-site.
 - c. All outdoor site light not necessary for security purposes shall be reduced, activated by motion sensor detectors, or turned off during non-operating hours.
 - d. Light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal, or platform shall use a narrow cone beam of light that will not extend beyond the illuminated object.
 - e. For upward-directed architectural, landscape, and decorative lighting, direct light emissions shall not be visible above the building roof line.
 - f. No flickering or flashing lights shall be permitted, except for temporary decorative seasonal lighting.
14. No access to Newsom Rd shall be permitted.
15. A wing wall shall be installed to screen the truck docks (see illustration). The wing wall height may exceed 8-ft in height, with the final size to be determined during the site plan review process.





VG-364-2022-202200048267

Dallas County
John F. Warren
Dallas County Clerk

Exhibit "H"

Instrument Number: 202200048267

Real Property Recordings

Recorded On: February 18, 2022 10:52 AM

Number of Pages: 37

" Examined and Charged as Follows: "

Total Recording: \$166.00

***** THIS PAGE IS PART OF THE INSTRUMENT*****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202200048267
Receipt Number: 20220218000412
Recorded Date/Time: February 18, 2022 10:52 AM
User: Pamela G
Station: CC30

Record and Return To:

CITY SECRETARY - CITY OF MESQUITE
PO BOX 850137
MESQUITE TX 75185



STATE OF TEXAS
Dallas County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Dallas County, Texas

John F. Warren
Dallas County Clerk
Dallas County, TX

MEMORANDUM OF AGREEMENT AND COVENANT

THIS MEMORANDUM OF AGREEMENT AND COVENANT (this “Memorandum”) is made and entered into as of the 6th day of December, 2021, between and among **CITY OF MESQUITE, TEXAS**, (the “City”), **BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER 14, CITY OF MESQUITE, TEXAS (ALCOTT STATION)** (the “Board”), and **42 ALCOTT, LP.**, a Texas limited partnership and/or its successors and assigns (the “42 Alcott”). (collectively referred to herein as the “Parties”).

1. **TIRZ Agreement.** The Parties entered into that certain TIRZ #14 Reimbursement Agreement and City Chapter 380 Incentive and Performance Agreement 42 Real Estate (Alcott Logistics Station) Agreement having an effective date of December 6, 2021, a full copy of which is available from the City Secretary’s Office, City of Mesquite, Texas (the “Agreement”) affecting approximately 24.6 acres owned by 42 Alcott and described on Exhibit A attached hereto (the “42 Alcott Tract”).

2. **Notice.** The purpose of this Memorandum is to place third parties on notice of the rights and obligations of the Parties under the Agreement including, without limitation, 42 Alcott’s obligation to construct certain facilities on the 42 Alcott Tract.

3. **Covenant for Building Material Regulations.** 42 Alcott, as owner of the 42 Alcott Tract, does with the signature below hereby consent to and affirm the City’s ability to apply, enforce and uphold the building materials, elevation plans, and design and construction standards within the project and upon the 42 Alcott Tract, as set forth in the Agreement, the City’s zoning regulations, including but not limited to Planned Development Zoning Ordinance No. 4856, attached hereto as Exhibit B and incorporated as if fully set forth herein, in order to further the expressed objectives and to uphold the architectural integrity of the property in Reinvestment Zone Number 14, City of Mesquite, Texas (Alcott Station) and the 42 Alcott Tract (such design and construction standards hereinafter referred to as the “Regulations”). I agree that the Regulations are covenants that touch and concern the land and that it is my intent that such terms, provisions, covenants, and agreements contained within the Regulations shall run with the land and shall be binding upon the Parties identified below, their successors and assigns, and all subsequent owners of the 42 Alcott Tract.

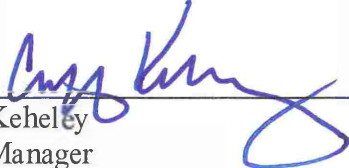
4. **Binding Effect.** This Memorandum shall run with title to the 42 Alcott Tract and be binding on the successors in title to, and future owners of the 42 Alcott Tract or any portion thereof. This Memorandum shall not be amended, changed or altered without the express written consent of the City.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the 6th day of December, 2021.

[execution pages follow]

CITY:

CITY OF MESQUITE, TEXAS

By: 
Name: Cliff Keheley
Title: City Manager

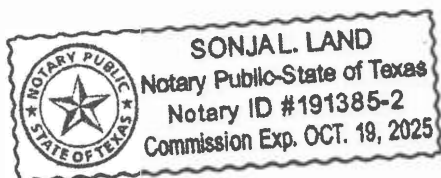
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on Feb. 2, 2022, by Cliff Keheley, City Manager of the City of Mesquite, Texas, a Texas home rule municipality, on behalf of said home rule municipality.


NOTARY PUBLIC, State of Texas

My Commission Expires:
10.19.2025

Notary Seal



BOARD:

Board of Directors of Reinvestment Zone
Number Fourteen, City of Mesquite, Texas

By: *[Signature]*
Name: ~~Bruce Archer~~
Title: Chairman

Name: Daniel Aleman, Jr.

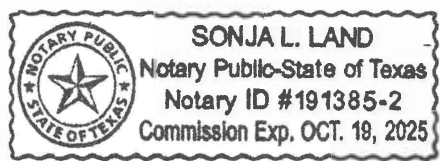
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on Feb. 2, 2022, by ^{*Daniel Aleman, Jr.*} ~~Bruce Archer~~,
Reinvestment Zone Number 14, City of Mesquite Board Chairman, on behalf of said Board.

[Signature]
NOTARY PUBLIC, State of Texas

My Commission Expires:
10.19.2025

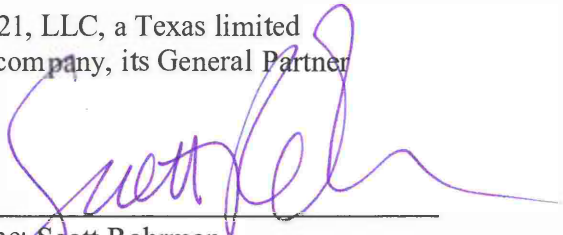
Notary Seal



42 ALCOTT:

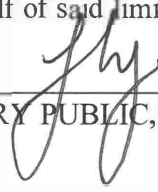
42 Alcott, LP, a Texas limited partnership

By: 42 C 2021, LLC, a Texas limited liability company, its General Partner

By: 
Name: Scott Rohrman
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on Feb 2nd 2022, by Scott Rohrman, as the duly authorized representative of 42 Alcott, LP, on behalf of said limited partnership.


NOTARY PUBLIC, State of Texas

My Commission Expires:
11/30/2024

Notary Seal

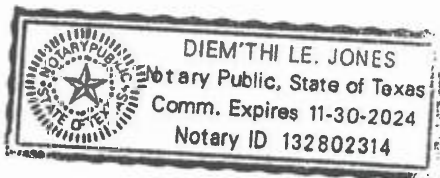
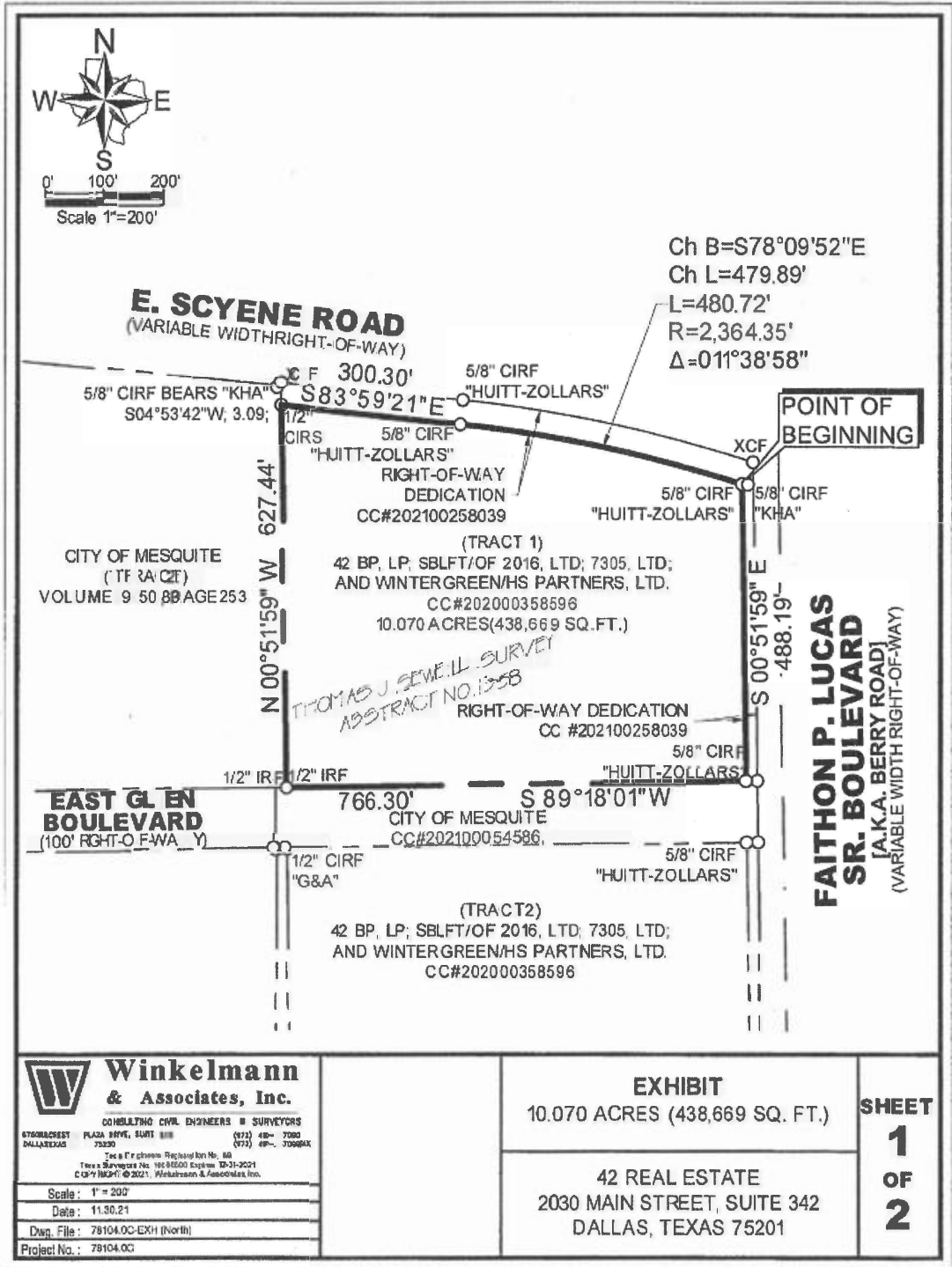


EXHIBIT A
THE 42 ALCOTT TRACT LEGAL DESCRIPTION



Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS & SURVEYORS
6700 W. CAMPBELL BLVD., SUITE 2000 DALLAS, TEXAS 75230
(972) 496-7000 (972) 496-7099 FAX
Texas Professional Registered Engineer No. 66
Texas Surveyor No. 10135202 Expires 12-31-2021
COPYRIGHT © 2021, Winkelmann & Associates, Inc.

Scale: 1" = 200'
Date: 11.30.21
Draw. File: 78104.00-EXH (North)
Project No.: 78104.00

EXHIBIT
10.070 ACRES (438,669 SQ. FT.)

42 REAL ESTATE
2030 MAIN STREET, SUITE 342
DALLAS, TEXAS 75201

SHEET
1
OF
2

C:\GIS\W\42 ALCOTT SURVEY\EXHIBIT\78104.00-EXH1 (North).dwg

DESCRIPTION

STATE OF TEXAS §
COUNTY OF DALLAS §

BEING a tract of land situated in the JAMES M. SEWELL SURVEY, ABSTRACT NO. 1358, in the City of Mesquite, Dallas County, and being part of a tract of land (Tract One) described in deed to 42 BP, LP, et al, as recorded in County Clerk's Instrument Nos. 202000358596, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with a plastic cap stamped "HUITT-ZOLLARS" found for corner at the intersection of the South right-of-way of E. Scyene Road, a variable width right-of-way, with the West right-of-way of Faithon P. Lucas Boulevard (also known as Berry Road), a variable width right-of-way, the South right-of-way said E. Scyene Road and the West right-of-way of said Faithon P. Lucas Boulevard being established by Right-of-way Dedication to the City of Mesquite, Dallas County, Texas, as recorded in County Clerk's Instrument No. 202100258039, Official Public Records, Dallas County, Texas;

THENCE South 00 degrees 51 minutes 59 seconds East, along the West right-of-way of said Faithon P. Lucas Boulevard, a distance of 488.19 feet to a 5/8-inch iron rod with a plastic cap stamped "HUITT-ZOLLARS" found for corner on the North line of a tract of land described in Quitclaim Deed to the City of Mesquite as recorded in County Clerk's Instrument No. 202100054586, Official Public Records, Dallas County, Texas;

THENCE South 89 degrees 18 minutes 01 seconds West, along the South line of said 42 BP, LP tract and the North line of said City of Mesquite tract, a distance of 766.30 feet to a 1/2-inch iron rod found for the Southwest corner of said 42 BP, LP tract;

THENCE North 00 degrees 51 minutes 59 seconds West, along the West line of said 42 BP, LP tract, a distance of 627.44 feet to the Southwest corner of said Right-of-way Dedication;

THENCE South 83 degrees 59 minutes 21 seconds East, along the South right-of-way of said E. Scyene Road, a distance of 300.30 feet to a 5/8-inch iron rod with a plastic cap stamped "HUITT-ZOLLARS" found for corner, said point being the beginning of a curve to the right having a radius of 2,364.35 feet, a central angle of 11 degrees 38 minutes 58 seconds, a chord bearing of South 78 degrees 09 minutes 52 seconds East, and a chord length of 479.89 feet;

THENCE continuing along the South right-of-way of said E. Scyene Road, along said curve to the right, an arc distance of 480.72 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 438,669 square feet or 10.070 acres of land, more or less.


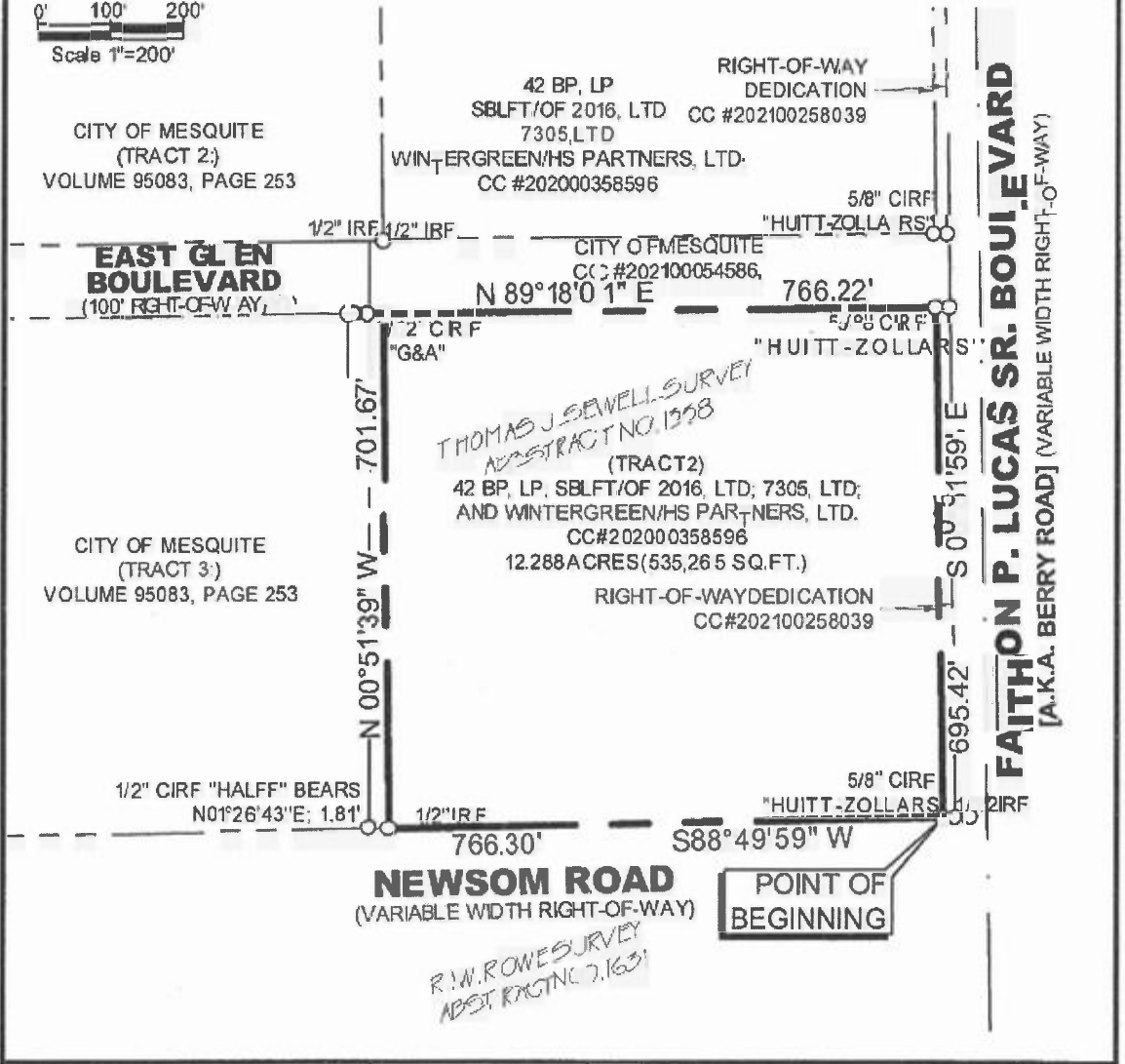
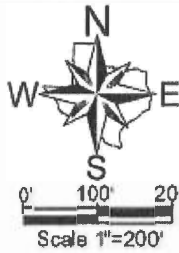
 Winkelmann & Associates, Inc. CONSULTING CIVIL ENGINEERS ■ SURVEYORS 6950 HILLCREST PLAZA DR. SUITE 210 DALLAS, TEXAS 75230 Phone Engineers Registration No. 88 Texas Surveyors No. 8099928 Expires 12-31-2024 COPYRIGHT © 2021, Winkelmann & Associates, Inc.	
	Scale: N/A Date: 11/30/21 DWG File: 78104.0C-EXH (North) Project No.: 78104.0C

EXHIBIT
10.070 ACRES (438,669 SQ. FT.)

42 REAL ESTATE
2030 MAIN STREET, SUITE 342
DALLAS, TEXAS 75201

SHEET
2
OF
2



Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS & SURVEYORS
 4700 W. LLEWELLYN PLAZA, SUITE 210 (972) 492-3480
 DALLAS, TEXAS 75225 (972) 492-3480 FAX
 Texas Engineer Registration No. 68
 Texas Survey License: 10028800 Expires 12-31-2021
 COPYRIGHT © 2021 Winkelmann & Associates, Inc.

Scale: 1" = 200'
 Date: 11/30/21
 DWG File: 78104.CX(EXH) South
 Project No.: 78104.CC

EXHIBIT
 12.288 ACRES (535,265 SQ. FT.)

42 REAL ESTATE
 2030 MAIN STREET, SUITE 342
 DALLAS, TEXAS 75201

SHEET
1
OF
2

U:\9104\AC ACRES SURVEY\121011\78104.CX(EXH) (SOUTH) DWG

DESCRIPTION

STATE OF TEXAS §
 COUNTY OF DALLAS §

BEING a tract of land situated in the JAMES M. SEWELL SURVEY, ABSTRACT NO. 1358, in the City of Mesquite, Dallas County, and being part of a tract of land (Tract Two) described in deed to 42 BP, LP, et al, as recorded in County Clerk's Instrument Nos. 202000358596, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at 5/8-inch iron rod found with a plastic cap stamped "HUITT-ZOLLARS" found for corner on the North right-of-way of Newsom Road, a variable width right-of-way, on the South line of said 42 BP, LP tract, said point being the Southwest corner of a Right-of-way Dedication as recorded in County Clerk's Instrument No. 202100258039, Official Public Records, Dallas County, Texas;

THENCE South 88 degrees 49 minutes 59 seconds West, along the North right-of-way of said Newsom Road and the South line of said 42 BP, LP tract, a distance of 766.30 feet to a 1/2-inch iron rod found for the Southwest corner of said 42 BP, LP tract;

THENCE North 00 degrees 51 minutes 39 seconds West, departing the North right-of-way of said Newsom Road, along the West line of said 42 BP, LP tract, a distance of 701.67 feet to a 1/2-inch iron rod with a plastic cap stamped "G&A" for the Northwest corner of said 42 BP, LP tract on the South line of a tract of land described Quitclaim Deed to the City of Mesquite as recorded in County Clerk's Instrument No. 202100054586, Official Public Records, Dallas County, Texas;

THENCE North 89 degrees 18 minutes 01 seconds East, along the North line of said 42 BP, LP tract and the South line of said City of Mesquite tract, a distance of 766.22 feet to a 5/8-inch iron rod with a plastic cap stamped "HUITT-ZOLLARS" found for the Northwest corner of said Right-of-way Dedication;

THENCE South 00 degrees 51 minutes 59 seconds East, along the West line of said Right-of-way Dedication, a distance of 695.42 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 535,265 square feet or 12.288 acres of land, more or less.

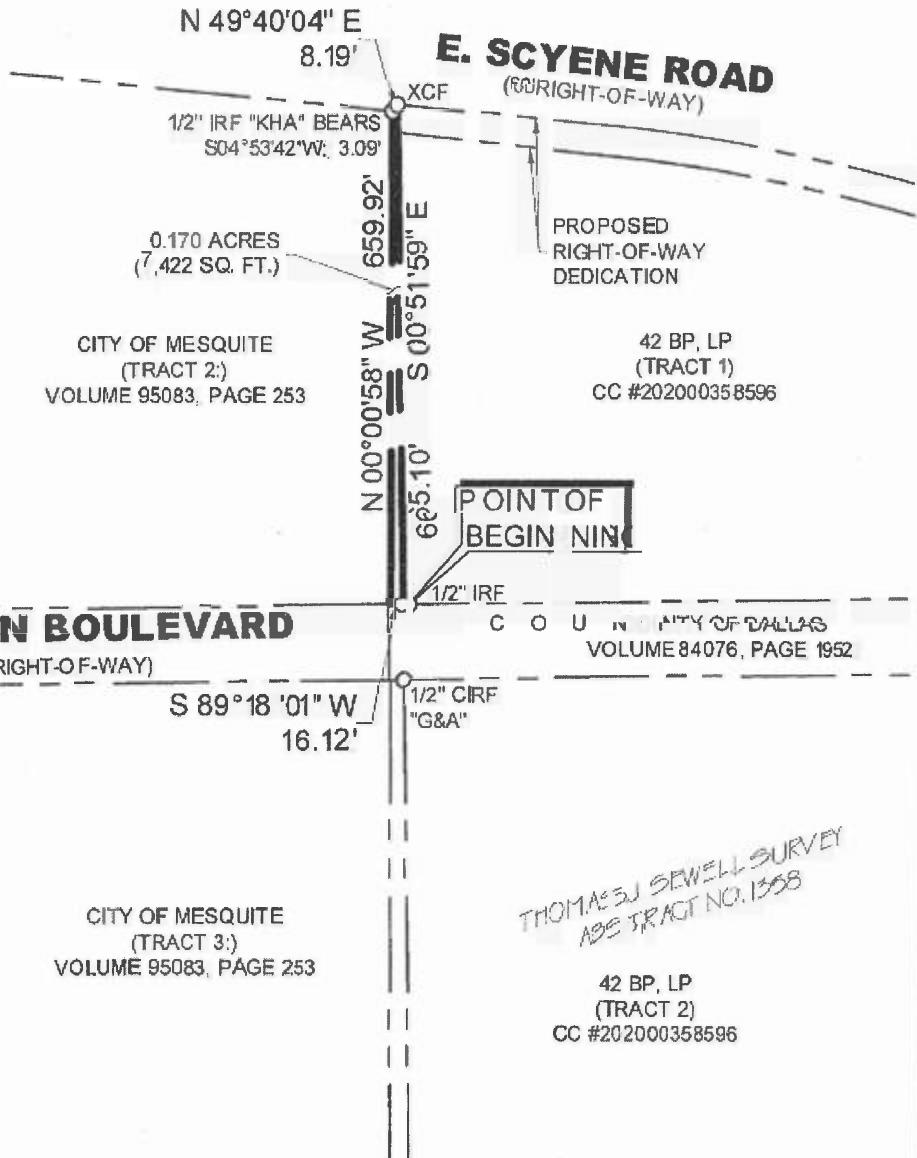
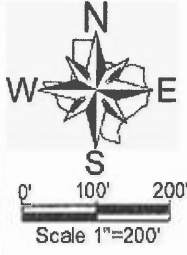
Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS & SURVEYORS
 8700 HILLCREST PLAZA DOWNSWITCHES (972) 490-70 40
 DALLAS, TEXAS 75243-1330 (972) 490-70 60 FAX
 Texas Engineers Registration No. 56
 Texas Surveyors No. 003990000 Exp. 06/15/2021
 OCP 191317 © 2021 Winkelmann & Associates, Inc.

Scale: N/A
 Date: 11.30.21
 Dwg. File: 78104.DC-EXH (South)
 Project No.: 78104.DC

EXHIBIT
 12.288 ACRES (535,265 SQ. FT.)

42 REAL ESTATE
 2030 MAIN STREET, SUITE 342
 DALLAS, TEXAS 75201

SHEET
2
OF
2



Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS ■ SURVEYORS
 6700 BILLORETT PLAZA DRIVE, SUITE 325
 DALLAS, TEXAS 75230
 Texas Engineers Registration No. 80
 Texas Surveyors No. 0088822 Expires 12-31-2021
 COPYRIGHT © 2021, Winkelmann & Associates, Inc.

Scale: 1"=200'
 Date: 11.03.21
 Dwg. File: 78104.CC-EX-12
 Project No.: 7810-10C

PROPERTY EXHIBIT
 0.170 ACRES (7,422 SQ. FT.)

42 REAL ESTATE
 2030 MAIN STREET, SUITE 342
 DALLAS, TEXAS 75201

SHEET
1
OF
2

PROPERTY DESCRIPTION

STATE OF TEXAS §
COUNTY OF DALLAS §

BEING a tract of land situated in the JAMES M. SEWELL SURVEY, ABSTRACT NO. 1358, in the City of Mesquite, Dallas County, Texas, and being the remainder of a tract of land described in deed to Florence Reagin as recorded in Volume 761, Page 260, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at 1/2-inch iron rod found for the Northwest corner of said 42 BP tract 1 and the North line of East Glen Boulevard, same being a tract of land described in deed to County of Dallas as recorded in Volume 84076, Page 1952, Official Public Records, Dallas County, Texas;

THENCE South 89 degrees 18 minutes 01 seconds West, along the North line of said East Glen Boulevard, a distance of 16.12 feet to a point for the Southeast corner of a tract of land described in deed to the City of Mesquite (Tract 2) as recorded in Volume 95083, Page 253, Official Public Records, Dallas County, Texas;

THENCE North 00 degrees 00 minutes 58 seconds West, along the East line of said City of Mesquite tract, a distance of 659.92 feet to a point for corner on the South right-of-way E. Scyene Road, a 60-foot right-of-way, from which a 1/2-inch iron rod with a plastic cap stamped "KHA" found bears South 04 degrees 53 minutes 42 seconds West, 3.09';

THENCE North 49 degrees 40 minutes 04 sec East, along the South right-of-way of said E. Scyene Road, a distance of 8.19 feet to an "X" cut in concrete found for corner on the West line of said 42 BP tract;

THENCE South 00 degrees 51 minutes 59 seconds East, departing the South right-of-way of said E. Scyene Road, along the West line of said 42 BP tract, a distance of 665.10 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 7,422 square feet or 0.170 acres of land, more or less.



CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6700 INCREST PLAZA #1000, SUITE 320 (972) 496-7000
DALLAS, TEXAS 75250 (972) 496-7000 FAX
Texas Engineer Registration No. 88
Texas Surveyor No. 1028693 Expires 12-31-2019
COPYRIGHT © 2018 Winkelmann & Associates, Inc.

Scale: N/A
Date: 11.09.21
Drawn File: 78104.00-EXH2
Project No.: 78104.00

PROPERTY EXHIBIT
0.170 ACRES (7,422 SQ. FT.)

42 REAL ESTATE
2030 MAIN STREET, SUITE 342
DALLAS, TEXAS 75201

SHEET
2
OF
2



0' 100' 200'
Scale 1"=200'

CITY OF MESQUITE
(TRACT 2.)
VOLUME 95083, PAGE 253

42 BP, LP
(TRACT 1)
CC #202000358596

N 89°02'12" E
17.12'

EAST GLEN BOULEVARD
(10' RIGHT-OF-WAY)

COUNTY OF DALLAS
VOLUME 84076, PAGE 1952

1/2" IRF

1/2" CIRF
"G&A"

5/8" GRF
"HUITT-ZOLLARS"

0.360 ACRES
(15,660 SQ. FT.)

701.86'

N 0°00'46" W
S 00°51'39" E

CITY OF MESQUITE
(TRACT 3.)
VOLUME 95083, PAGE 253

THOMAS J. SEWELL SURVEY
ABSTRACT NO. 1358

42 BP, LP
(TRACT 2)
CC#202000358596

POINT OF BEGINNING

1/2" CIRF "HALFF" BEAR S
N 01° 28' 43" E, 1.81'

701.67'

1/2" IRF

5/8" CIRF
"HUITT-ZOLLARS"

S 88° 19' 52" W
27.51'

NEWSOM ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)

R.W. ROWE SURVEY
ABSTRACT NO. 1631

Winkelmann & Associates, Inc.

CONSULTING CIVIL ENGINEERS & SURVEYORS
1700 HI LICHREST PLAZA DAVIS, SUITE 202 (972) 400-9900
DALLAS, TEXAS 75201 (972) 400-7800 FAX

Scale: 1" = 200'
Date: 11.03.21
Dwg. File: 78104.DC-EXH1
Project No.: 78104.DC

PROPERTY EXHIBIT
0.360 ACRES (15,660 SQ. FT.)

42 REAL ESTATE
2030 MAIN STREET, SUITE 342
DALLAS, TEXAS 75201

SHEET
1
OF
2

PROPERTY DESCRIPTION

STATE OF TEXAS §
COUNTY OF DALLAS §

BEING a tract of land situated in the JAMES M. SEWELL SURVEY, ABSTRACT NO. 1358, in the City of Mesquite, Dallas County, Texas, and being the remainder of a tract of land described in deed to Florence Reagin as recorded in Volume 761, Page 260, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at 1/2-inch iron rod found for corner on the North right-of-way of Newsom Road, a variable width right-of-way, said point being the Southwest corner of a tract of land (Tract 2) described in deed to 42 BP, LP, as recorded in County Clerk's Instrument No. 202000358596, Official Public Records, Dallas County, Texas;

THENCE South 88 degrees 49 minutes 59 seconds West, along the North right-of-way of said Newsom Road, a distance of 27.51 feet to a point for corner from a which a 1/2-inch iron rod with a plastic cap stamped "HALFF" found bears North 01 degrees 26 minutes 43 seconds East, 1.81 feet on the East line of a tract of land described in deed to the City of Mesquite (Tract 3) as recorded in Volume 95083, Page 253, Official Public Records, Dallas County, Texas;

THENCE North 00 degrees 00 minutes 46 minutes West, departing the North right-of-way of said Newsom Road, along the East line of said City of Mesquite tract, a distance of 701.86 feet to a point for corner, situated on the South line of East Glen Boulevard, a 100 foot right-of-way, same being the South line of a tract of land described in deed to County of Dallas as recorded in Volume 84076, Page 1952, Official Public Records, Dallas County, Texas;

THENCE North 89 degrees 02 minutes 12 seconds East, along the South line of said East Glen Boulevard, a distance of 17.12 feet to a 1/2-inch iron rod with a plastic cap stamped "G&A" found for corner on the West line of said 42 BP tract;

THENCE South 00 degrees 51 minutes 39 seconds East, departing the South line of said County of Dallas tract, along the West line of said 42 BP tract, a distance of 701.67 feet to the POINT OF BEGINNING.

CONTAINING within these mates and bounds 15,660 square feet or 0.360 acres of land, more or less.

W Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS ■ SURVEYORS
 6756 HILLCREST PLAZA DRIVE, SUITE 208 (972) 4 80-7000
 DALLAS, TEXAS 75230 (972) 4 80-7000FAX
Texas Engineer Registration No. 89
 Texas Surveyor No. 00288160 License 01-21-2-19
 CIVIL ENGINEER & SURVEYOR & ASSOCIATES, INC.

Scale: N/A
 Date: 11.03.21
 Draw File: 78104.CC-EXH1
 Project No.: 78104.CC

PROPERTY EXHIBIT
 0.360 ACRES (15,660 SQ. FT.)

42 REAL ESTATE
 2030 MAIN STREET, SUITE 342
 DALLAS, TEXAS 75201

SHEET
2
OF
2

EXHIBIT "A"
Right-of-Way Abandonment
East Glen Boulevard
Jernigan and Espensen
1.802 Acres or 78,507 Square Feet

Being all that certain lot, tract or parcel of land situated in the James E. Sewell Survey, Abstract Number 1358, City of Mesquite, Dallas County, Texas, being all of that certain called 1.845 acre tract of land described as Parcel 8 in Right-of-Way (ROW) Deed to the County of Dallas recorded in Volume 84076, Page 1952 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the northeast corner of said ROW tract, being the southeast corner of that certain tract of land described as Tract 2 in deed to James William Jernigan and Laura Jernigan Espensen (Jernigan and Espensen)-recorded in Volume 2004172, Page 10588 of the Deed Records of Dallas County, Texas, said point being on the west right-of-way line of Faithon P. Lucas Boulevard, formerly Berry Road (85' R.O.W.);

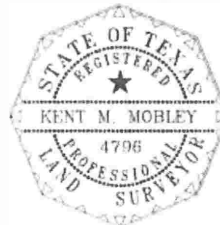
THENCE S 00°50'32" E, 100.00 feet, along the west right-of-way line of Faithon P. Lucas Boulevard and the east line of said ROW tract, to a 1/2" capped iron rod (G&A) set at the southeast corner thereof, being the northeast corner of that certain tract of land described as Tract 3 in deed to Jernigan and Espensen cited above;

THENCE S 89°18'19" W, 785.26 feet, along the south line of said ROW tract and the north line of said Jernigan and Espensen Tract 3, to a 1/2" capped iron rod set (G&A), being the northeast corner of that certain tract of land described as Tract 3 in deed to the City of Mesquite recorded in Volume 95083, Page 253 of the Deed Records of Dallas County, Texas, being the southeast corner of that certain ROW tract described in Volume 75112, Page 1271 of said Dallas County Deed Records;

THENCE N 00°37'37" W, 100.00 feet, along the east line of said ROW tract recorded in Volume 75112, Page 1271, to a 1/2" iron rod found at the northwest corner thereof, being the southwest corner of said Jernigan and Espensen Tract 2 and the southeast corner of that certain tract of land described as Tract 2 in deed to the City of Mesquite cited above;

THENCE N 89°18'19" E, 784.88 feet, along the north line of said ROW tract and the south line of said Jernigan and Espensen Tract 2, to the POINT OF BEGINNING and containing approximately 1.802 acres or 78,507 square feet of land.

Kent M. Mobley 12-15-2020
Kent M. Mobley, RPLS
Texas Registration No. 4796



Bearings herein are referred to the Texas Coordinate System, North Central Zone, No. 4202 NAD '83

CITY OF MESQUITE
TRACT 2
VOL. 95083 PG. 253
D.R.D.C.T.

ROW
VOL. 75112 PG. 1271
D.R.D.C.T.

JAMES H. SEWELL SURVEY
ABSTRACT NUMBER 1358

JAMES WILLIAM JERNIGAN AND
LAURA JERNIGAN ESPENSEN
TRACT 2
VOL. 2004172 PG. 10588
D.R.D.C.T.

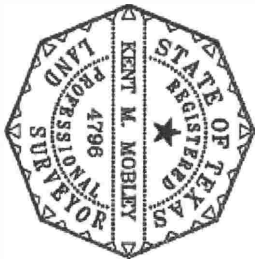
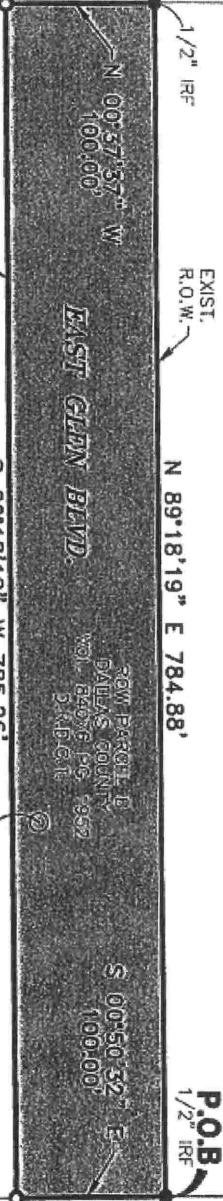
JAMES WILLIAM JERNIGAN AND
LAURA JERNIGAN ESPENSEN
TRACT 3
VOL. 2004172 PG. 10588
D.R.D.C.T.

CITY OF MESQUITE
TRACT 3
VOL. 95083 PG. 253
D.R.D.C.T.

LEGEND:

- R.O.W. ABANDONMENT
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- DEED RECORDS DALLAS COUNTY TEXAS
- MONUMENT FOUND
- MONUMENT SET

NOTE:
THE BEARINGS & COORDINATES SHOWN ON THIS PLAN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NO. 4202 NAD 83.



Kent M. Mobley
KENT M. MOBLEY R.P.L.S. NO. 4796

1403JERNIGAN	12/15/2020
<p>Grantham & Associates, Inc. Civil Engineering & Surveying</p>	
<p>6570 MAHAM FOREST BLVD., SUITE 200, L.A. 2 GARLAND TEXAS 75044 (972) 844-2333 (TELE) 9721 844-2334 (FAX)</p>	
<p>EAST GLEN VACATION JAMES WILLIAM JERNIGAN AND LAURA JERNIGAN ESPENSEN</p>	
<p>EXHIBIT "A" PAGE 2 OF 2</p>	
<p>DALLAS COUNTY, TEXAS</p>	

FAITHON P. LUCAS BLVD.
(BERRY ROAD)
85' R.O.W.)

EXHIBIT B
Planned Development Zoning Ordinance No. 4856

ORDINANCE NO. 4856
File No. Z0321-0182

AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, AMENDING THE MESQUITE ZONING ORDINANCE BY APPROVING A COMPREHENSIVE PLAN AMENDMENT FROM NEIGHBORHOOD RETAIL TO LIGHT INDUSTRIAL AND A CHANGE OF ZONING FROM PLANNED DEVELOPMENT – INDUSTRIAL NO. 1848 AND INDUSTRIAL TO PLANNED DEVELOPMENT – INDUSTRIAL ON PROPERTY LOCATED AT 2600 NEWSOM ROAD, 2210 EAST SCYENE ROAD, 2500 EAST SCYENE ROAD, 2650 EAST SCYENE ROAD, 2700 EAST SCYENE ROAD, 3000 EAST SCYENE ROAD, 2600 EAST GLEN BOULEVARD, 2900 EAST GLEN BOULEVARD, 3300 EAST GLEN BOULEVARD, AND 3301 EAST GLEN BOULEVARD TO ALLOW AN INDUSTRIAL BUSINESS PARK IN ADDITION TO OTHER USES PERMITTED IN THE INDUSTRIAL ZONING DISTRICT SUBJECT TO CERTAIN STIPULATIONS; REPEALING ALL ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

SECTION 1. The subject property is approximately 152 acres of land in the City of Mesquite, Dallas County, Texas, more particularly described in the legal descriptions attached hereto as Exhibit A, and located at 2600 Newsom Road, 2210 East Scyene Road, 2500 East Scyene Road, 2650 East Scyene Road, 2700 East Scyene Road, 3000 East Scyene Road, 2600 East Glen Boulevard, 2900 East Glen Boulevard, 3300 East Glen Boulevard, and 3301 East Glen Boulevard (collectively the “Property”).

SECTION 2. The Mesquite Comprehensive Plan, last updated on October 7, 2019, and the zoning map of the City, be and the same are hereby amended by changing the future land use for the tracts of the Property currently designated as Neighborhood Retail to Light Industrial.

SECTION 3. The Mesquite Zoning Ordinance is amended by approving a change of zoning for the entirety of the Property, such that the tracts currently zoned Planned Development – Industrial No. 1848 and the tracts currently zoned Industrial are all changed, to Planned

Development - Industrial to allow an industrial business park in addition to other uses permitted in the Industrial zoning district subject to the Planned Development Standards and the Newsom Road Landscape Buffer, attached hereto as Exhibits B and C respectively and incorporated herein by reference.

SECTION 4 All ordinances, or portions thereof, of the City of Mesquite in conflict with the provisions of this ordinance, to the extent of such conflict are hereby repealed; otherwise, they shall remain in full force and effect.


SECTION 5 The Property shall be used only in the manner and for the purposes provided for by the Mesquite Zoning Ordinance, as amended.

SECTION 6 Should any word, sentence, clause, paragraph or provision of this ordinance be held to be invalid or unconstitutional, the remaining provisions of this ordinance shall remain in full force and effect.

SECTION 7 Any person (as defined in Chapter 1, Section 1-2 of the Code of the City of Mesquite, Texas, as amended) violating any of the provisions or terms of this ordinance shall be deemed to be guilty of a Class C Misdemeanor and upon conviction thereof, shall be subject to a fine not to exceed \$2,000.00 for each offense, provided, however, if the maximum penalty provided for by this ordinance for an offense is greater than the maximum penalty provided for the same offense under the laws of the State of Texas, the maximum penalty for violation of this ordinance for such offense shall be the maximum penalty provided by the laws of the State of Texas. Each day or portion of a day any violation of this ordinance continues shall constitute a separate offense.

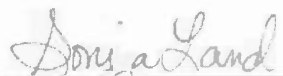
SECTION 8 This ordinance shall take effect and be in force from and after five days after publication.

DULY PASSED AND APPROVED by the City Council of the City of Mesquite, Texas, on the 19th day of April 2021.




Bruce Archer
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:



David L. Paschall
City Attorney

File No.: Z0321-0182
Zoning Change

EXHIBIT A --LEGAL DESCRIPTIONS

Legal Descriptions provided for the following properties:

2600 Newsom Rd,
2210 E. Sycene Rd
2500 E. Soyene Rd
2650 E. Soyene Rd
2700 E. Soyene Rd
3000 E. Soyene Rd
2600 East Glen Blvd
2600 East Glen Blvd
3300 East Glen Blvd
3301 East Glen Blvd

Z0321-0182
Exhibit "A"

2600 Newsom Road

BEING a tract of land out of the James M. Sewell Survey, Abstract No. 1358, in the City of Mesquite, Dallas County, Texas and being part of a 100 Foot Right Of Way to the County of Dallas, also called the Old Terrill Interurban 100 Foot Right Of Way, as recorded in Volume 875, Page 575, Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the Southeast corner of a tract of land conveyed to the City of Mesquite, Texas, as recorded in Volume 95083, Page 253, Map Records of Dallas County, Texas, said point also being in the Northerly right of way line of said County of Dallas 100 Foot Right Of Way;

THENCE: S 77° 33' 40" E, 671.25 feet along the Northerly right of way line of said County of Dallas 100 Foot Right Of Way and the South line of said City of Mesquite tract to a 1/2 inch iron rod set in the North line of Newsom Road and the South line of said City of Mesquite tract;

THENCE: N 89° 43' 15" W, 474.75 feet along a projection line of the South line of said City of Mesquite tract, across the said County of Dallas 100 Foot Right Of Way, to a 1/2 inch iron rod set;

THENCE: N 77° 33' 40" W, 156.77 feet along the Southerly line of said County of Dallas 100 Foot Right Of Way to a 1/2 inch iron rod set;

THENCE: N 00° 35' 10" E, 102.06 feet along the projection of the West line of said City of Mesquite tract to the POINT OF BEGINNING and containing 42,901 square feet of land.

2210 E. Scylene Rd -Legal Description (Tract 3 and 3.5)

Property (including any improvement) BEING a description of a tract of land situated in the City of Mesquite and in the SAMUEL ANDREW SURVEY, ABSTRACT NO. 40, DALLAS County, Texas, and being a part of a 53.48 acre tract called Tract 1 in Deed to Paragon Industries, Inc., recorded in Volume 71167, Page 53 of the Deed Records, DALLAS County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap set for corner in the new Southerly right of way line of Scylene Road as revised by Deed recorded in Volume 86054, Page 2357, Deed Records, Dallas County, Texas, and the Westerly right of way line of Clay Road as widened by Deed recorded in Volume 86058, Page 911, Deed Records, Dallas County, Texas,

THENCE South 02 degrees 00 minutes 20 seconds West, with said Westerly right of way of Clay Road, a distance of 1093.00 feet to the Northerly right of way line of East Glenn Parkway, a 1/2 inch iron rod with cap set for corner;

THENCE North 89 degrees 50 minutes 36 seconds West, with said Northerly right of way line of East Glenn Parkway a distance of 20.41 feet to a 1/2 inch iron rod with cap set at the beginning of a curve to the right whose center bears North 00 degrees 00 minutes 24 seconds East, a distance of 4960.00 feet from said point,

THENCE with said line of East Glenn Parkway and with said curve to the right through a central angle of 11 degrees 00 minutes 21 seconds an arc distance of 950.84 feet to a 1/2 inch iron rod with cap set at the end of said curve;

THENCE North 76 degrees 50 minutes 15 seconds West, with said right of way line of East Glenn Parkway, a distance of 295.00 feet to a 1/2 inch iron rod with cap set for corner, said point being the Southeast corner of a certain 8.5935 acre tract;

THENCE in a Northerly direction with the East property line of said 8.5935 acre tract and with a curve to the right whose center bears North 83 degrees 29 minutes 03 seconds East a distance of 1085.37 feet from said point, through a central angle of 13 degrees 05 minutes 57 seconds an arc distance of 249.67 feet to a 1/2 inch iron rod with cap set at the end of said curve;

THENCE North 06 degrees 26 minutes 00 seconds East, continuing with the East line of said 8.5935 acre tract, a distance of 840.00 feet to the said South right of way line of Scylene Road, said point being the Northeast corner of said 8.5935 acre tract, a 1/2 inch iron rod with cap set for corner;

THENCE South 83 degrees 34 minutes 00 seconds East, with said right of way line of Scylene Road, a distance of 1206.84 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT the property conveyed to the County of Dallas by Right-of-Way Deed dated January 8, 1984, filed on February 29, 1984 and recorded in Volume 84033, Page 1264, Real Property Records, Dallas County, Texas.

SAVE AND EXCEPT the property conveyed to the County of Dallas by Right-of-Way Deed dated January 11, 1988, filed on March 7, 1988 and recorded in Volume 96048, Page 4978, Real Property Records, Dallas County, Texas.

SAVE AND EXCEPT the property conveyed to W.P.G. EQUITY GROUP, INC., a Texas corporation, dated February 21, 2002, filed on March 1, 2002 and recorded in Volume 2002042, Page 558A, Real Property Records, Dallas County, Texas.

SAVE AND EXCEPT the property conveyed to Chad Vachels by Warranty Deed dated July 19, 2004, filed on July 20, 2004 and recorded in Volume 2004138, Page 7247, Real Property Records, Dallas County, Texas.

2500 E. Scyene Road

BEING 18.372 acres of land, more or less, situated in the S. Andrews Survey, Abstract No. 40, the Thomas J. Sevell Survey, Abstract No. 1358, city of Mesquite, Dallas county, Texas, and being a part of seven tracts as recorded in Volume 82176, Page 1571, Deed Records, Dallas county, Texas, and being more particularly described as follows:

BEGINNING at the Point of Intersection of the South line of Scyene Rd, with the East Line of Clay Road, (35'-0" W.), a 1/2" iron stake found for corner.

THENCE South 83 degrees 45 minutes 52 seconds East, along the South line of Scyene Road, a distance of 759.51 feet to a 1/2" iron stake found for corner.

THENCE South 0 degrees 55 minutes 11 seconds West, leaving Scyene Road a distance of 1003.27 feet to a 1/2" iron stake set for corner.

THENCE North 9 degrees 44 minutes 32 seconds West along the North Line of East Glen Blvd., a distance of 777.49 feet to a 1/2" iron stake set for corner.

THENCE North 7 degrees 01 minutes 32 seconds East, along the East line of Clay Road, a distance of 1082.86 feet to the PLACE OF BEGINNING and containing 18.372 acres of land, more or less.

2650 E. Scyene Road - Legal Description

Scyene Industrial Park, Block A, Lot 1R

WITNESSETH, St. Mary's Malankara Catholic Church of Dallas is the owner of a tract of land situated in the Township of Sewall Survey, Abstract No. 1559 in the City of Mesquite, Dallas County, Texas, and being all of SECTION INDUSTRIAL PARK NO. 1 ADDITION, an addition to the City of Mesquite, Dallas County, Texas according to the plat thereon recorded in Volume 26016, Page 0450, Map Records, Dallas County, Texas, and being a portion of tracts 1 and 2 conveyed to Hattie Beens Memorial Park by deed recorded in Volume 27745, Page 1765, Deed Records, Dallas County, Texas, same being conveyed to St. Mary's Malankara Catholic Church of Dallas by special warranty deed recorded in Document No. 200801/8603, Grantor Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

Beginning of a 5/8 inch iron rod found for corner and being in the South line of Scyene Road, a 60 foot right of way, and being the northwest corner of a tract of land conveyed to the Wilburn L. Ladymon and Mildred B. Ladymon being recorded in Volume 36076, Page 03127, Deed Records, Dallas County, Texas;

Thence South 80 degrees 55 minutes 41 seconds East, along the West line of said Wilburn L. Ladymon and Mildred B. Ladymon being recorded in Volume 36076, Page 03127, Deed Records, Dallas County, Texas, a distance of 927.20 feet to a 5/8 inch iron rod found for corner, and being the Southwest corner of said Wilburn L. Ladymon and Mildred B. Ladymon being recorded in Volume 36076, Page 03127, Deed Records, Dallas County, Texas;

Thence North 89 degrees 42 minutes 50 seconds East, along the North side of said East Glen Boulevard, a distance of 249.09 feet to a 5/8 inch iron rod found for corner, and being the Southeast corner of a tract of land conveyed to Dallas County, Both Board by deed recorded in Volume 57067, Page 5916, Deed Records, Dallas County, Texas;

Thence North 00 degrees 56 minutes 10 seconds East, along the East line of said Dallas County Both Board Road, a distance of 1,602.25 feet to a 5/8 inch iron rod found for corner, and being the Northwest corner of said Dallas County Both Board Road tract, and being in the South line of said Scyene Road;

Thence South 85 degrees 48 minutes 00 seconds East, along the South line of said Scyene Road, a distance of 250.00 feet to the Point of Beginning and containing 246,539 square feet or 5.66 acres of land.

2700 E. Scyene Road

Being all that certain corner or point of land situated in the City of Mesquite, Dallas County, Texas, out of the JAMES W. SMITH SURVEY, ABSTRACT NO. 1092 and the THOMAS J. SMITH SURVEY, ABSTRACT NO. 1122, and being part of that property conveyed to the said Hudson by Catherine Yates Payne and Edward Phillip M. Payne by Deed recorded in Volume 279, Page 111 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

beginning at a 1 1/2 inch iron rod for corner in the Southern line of Scyene Road (60 Feet R.O.W.) said point being the Northwest corner of a certain tract of land conveyed by Catherine Murray Hudson to Wilburn Leon Loggins and Mildred S. Loggins by Deed recorded in Volume 3507, Page 527 of the Deed Records of Dallas County, Texas

THENCE South 31 degrees 24 minutes 10 seconds East with said line of Scyene Road a distance of 274.69 feet to a 1 1/2 inch iron rod in the East line of said Hudson tract;

THENCE South 1 degree 58 minutes 17 seconds West with the East line of said Hudson property, a distance of 60 feet to a 1 1/2 inch iron rod for the Northwest corner of that certain tract of land conveyed to the County of Dallas Texas, by Deed from George Kenney Hudson a widow, recorded in Volume 7512 Page 170 Deed Records of Dallas County, Texas, said Dallas County, tract being known as East Glen Boulevard, 100 Feet R. O. W.;

THENCE North 58 degrees 45 minutes 30 seconds West with the West line of East Glen Boulevard, a distance of 2702.19 feet to a 1 1/2 inch iron rod in the Southeast corner of a tract of land conveyed to Wilburn Leon Loggins and Mildred S. Loggins by Deed recorded in Volume 3507, Page 527 Deed Records of Dallas County, Texas

THENCE North 10 degrees 31 minutes 1 second East a distance of 25.81 feet to the EAST CORNER of BEGINNING and south along the East line of land.

3000 E. Seyene Road

BEING tract of land out of the Thomas J. Sewell Survey, Abstract 1359, Dallas County, Texas and being part of a 26.45 acre tract of land conveyed to the Wilburn L. Ladyman and Mildred B. Ladyman Revocable Living Trust By Special Warranty Deed Recorded in Volume 98078, Page 3127, Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at an 1/2 inch iron rod found for corner lying on the South right-of-way line Seyene Road (60 foot right-of-way) and being the Northeast corner of said Wilburn tract and also being Northwest corner of a tract of land conveyed to the City of Mesquite by General Warranty Deed in lieu of foreclosure recorded in Volume 95083, Page 253, Deed Records, Dallas County, Texas;

THENCE South 00 degrees 55 minutes 11 seconds West, along the East line of said Ladyman tract and along the West line of said City of Mesquite tract, a distance of 298.81 feet to a 1/2 inch iron rod with cap stamped "TXIS" set for corner lying on the East line of said City of Mesquite tract;

THENCE North 89 degrees 47 minutes 50 seconds West, over and across said Ladyman tract, a distance of 199.02 feet to a 1/2 inch iron rod with cap stamped "TXHS" set for corner lying on the East line of Lot 1R, Block A, Seyene Industrial Park No. 1 Addition, an addition to the City of Mesquite, Dallas County, Texas according to the Plat thereof recorded in Instrument No. 201100070977, Official Public Records, Dallas County, Texas;

THENCE North 00 degrees 55 minutes 42 seconds East, (Basis of Bearings) along the West line of said Ladyman tract, and along the East line of said Lot 1R, Block A, a distance of 321.67 feet to a 5/8 inch iron rod with cap stamped "POWERS" found for corner lying on the South right-of-way line of said Seyene Road;

THENCE South 83 degrees 14 minutes 00 seconds East, along the South right-of-way line of said Seyene road, a distance of 200.00 feet to the POINT OF BEGINNING and containing 61,733 square feet or 1.417 acres of land.

2600 East Glen Blvd (Page 1 of 2)

TRACT 3:

Being all that certain tract or parcels of land situated in the City of Mesquite, Dallas County, Texas, out of the JAMES M. SEWELL SURVEY, ABSTRACT NO. 1058 and the THOMAS J. SEWELL SURVEY, ABSTRACT NO. 1159 and being part of that property conveyed to Phil L. Hudson by ~~Gar~~ ~~W. A. Hudson~~ ~~Philip~~ ~~SW~~ ~~ay~~ ~~ne~~ ~~By~~ ~~Deed~~ ~~Recorded~~ ~~in~~ ~~Volume~~ ~~75112~~ ~~Page~~ ~~127~~ or in of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod for corner in the South line of a tract of land conveyed to the County of Dallas, Texas, by ~~Gar~~ ~~W. A. Hudson~~ ~~Philip~~ ~~SW~~ ~~ay~~ ~~ne~~ ~~By~~ ~~Deed~~ ~~Recorded~~ ~~in~~ ~~Volume~~ ~~75112~~ ~~Page~~ ~~127~~ of the Deed Records, Dallas County, Texas, said tract being known as East Glen Boulevard (100 feet R.O.W.), said point also being in the East line of a certain tract of land conveyed to Nellis Boone Memorial Post by Deed recorded in Volume 77211, Page 1263 Deed Records, Dallas County, Texas;

THENCE South 89 degrees 45 minutes 21 seconds East with the South line of East Glen Boulevard, a distance of 2901.36 feet to a 1/2 inch iron rod in the East line of said Hudson tract;

THENCE South 0 degrees 55 minutes 10 seconds West with the East line of said Hudson tract, a distance of 720 feet to a "P.K." nail for corner in Newsome Road (variable width R.O.W.) said point being in the corner line of the James M. Sewell Survey and the R. W. Rowe Survey, being the Southeast corner of said Hudson tract;

THENCE North 89 degrees 45 minutes 15 seconds West with said survey line, a distance of 825.94 feet to a "P.K." nail for corner at the intersection of said Survey line with the Northern line of a tract of land conveyed to the County of Dallas, September 14, 1939, said tract being known as the Old Terral Interurb an R.O.W.;

THENCE North 77 degrees 13 minutes 40 seconds West with the North line of said Dallas County Tract a distance of 2118.51 feet to a 1/2 inch iron rod at the Southeast corner of said Nellis Boone Memorial Post tract;

THENCE North 0 degrees 55 minutes 10 seconds East with the East line of said Boone tract, a distance of 243.15 feet to the PLACE OF BEGINNING and containing 17.41728 gross acres of land, less 0.400482 acres in Newsome Road, leaving 17.01680 Net Acres of land.

SAVE AND EXCEPT that certain fourteen (14) acre tract of real property legally described as follows:

BEING all that certain tract or parcels of land situated in the City of Mesquite, Dallas County, Texas, out of the James M. Sewell Survey, Abstract No. 1058 and the Thomas J. Sewell Survey, Abstract No. 1159 and being part of that property conveyed to Phil L.

2600 East Glen Blvd (Page 2 of 2)

Hudson by Catherine Watts Payne and husband, Phillip M. Payne by deed recorded in Volume 2021, Page 110, of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod for corner in the South line of a certain tract of land conveyed to the City of Dallas, Texas, by deed of the Honorable Judge W. D. W. by Deed recorded in Volume 1271, Page 117, of the Deed Records of Dallas County, Texas, said point also being in the East line of a certain tract of land conveyed to Hollis Bruce Memorial Post of Deed recorded in Volume 2021, Page 110, Deed Records of Dallas County, Texas;

THENCE S 24°45'01" E, with the South line of East Glen Boulevard, a distance of 1447.54 feet to a point for corner;

THENCE S 00°53'13" W, a distance of 577.46 feet to a point for corner in the North line of a tract of land conveyed to the City of Dallas, September 14, 1918, said tract being known as the Old Terrell Interurban Rwy;

THENCE N 77°02'40" W, with the North line of said Dallas County tract, a distance of 1477.16 feet to a point for corner, being the Southeast corner of said Hollis Bruce Memorial Post tract;

THENCE N 00°55'18" E, with the East line of said Board tract, a distance of 245.19 feet to the PLACE OF BEGINNING and containing 14.000 acres of land.

Z0324-0182
Exhibit "A"

2900 East Glen Blvd

BEING tract of land out of the Thomas J. Sewell Survey, Abstract 1359, Dallas County, Texas and being part of a 26.45 acre tract of land conveyed to the Wilburn L. Ladyman and Mildred B. Ladyman Revocable Living Trust By Special Warranty Deed Recorded in Volume 88073, Page 3124, Deed Records of Dallas County, Texas and being more Particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "TXHS" set for corner lying on the North right-of-way line of East Glen Boulevard (100 right-of-way) and being the southwest corner of said Ladyman Tract and same being the southeast corner of Lot 1R, Block A Skyone Industrial Park No. 1 Addition, an addition to the City of Mesquite, Dallas County, Texas according to the Plat thereof recorded in Instrument No. 201100070977, Official Public Records, Dallas County, Texas;

THENCE North 00 degrees 55 minutes 42 seconds East, (Basis of Bearings) along the West line of said Ladyman tract and along the East line of said Lot 1R, Block A, a distance of 656.93 feet to 1/2 inch iron rod with cap stamped "TXHS" set for corner lying on the East line of said Lot 1R, Block A;

THENCE South 89 degrees 47 minutes 50 seconds East, over and across said Ladyman tract, a distance of 199.02 feet to 1/2 inch iron rod with cap stamped "TXHS" set for corner lying on the West line of a tract of land conveyed to the City of Mesquite by General Warranty Deed in lieu of foreclosure recorded in Volume 95033, Page 263, Deed Records, Dallas County, Texas;

THENCE South 00 degrees 55 minutes 11 seconds West, along the East line of said Ladyman tract and along the West line of said City of Mesquite tract, a distance of 665.93 feet to a 1/2 inch iron rod with cap stamped "TXHS" set for corner lying on the North right-of-way line of said East Glen Boulevard;

THENCE North 89 degrees 47 seconds 50 seconds West, along the North line of said North Glen Boulevard, a distance of 199.12 feet to the POINT OF BEGINNING and containing 130,560 square feet or 2.997 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

3300 East Glen Blvd

Part of a tract of land situated in the James M. Sewell Survey, Abs tract Number 1356, in the City of Mesquite, Dallas County, Texas, also being a tract of land described to Florence Roggin by deed recorded in Volume 761, Page 260 of the Deed Records of Dallas County, Texas, and more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch capped iron pin found for corner in the north right-of-way line of Newsome Road (50' ROW), with the intersection of the west right-of-way line of Berry Road (ROW varies);

Thence South 89 deg. 07 min. 48 sec. West, along the north right-of-way line of Newsome Road, a distance of 785.00 feet to a 5/8 inch iron pin found for corner;

Thence North 00 deg. 34 min. 10 sec. West, a distance of 701.67 feet to a 1/2 inch capped iron pin found for corner, to the south right-of-way line of East Glen Street (100' ROW);

Thence North 89 deg. 35 min. 50 sec. East, along the south right-of-way line of East Glen Street, a distance of 784.99 feet to a 1/2 inch capped iron rod found for corner, returning to the west right-of-way line of Berry Road;

Thence South 00 deg. 34 min. 10 sec. East, along said west right-of-way line of Berry Road, a distance of 695.27 feet to the place of beginning, and containing 12.587 acre of land, more or less (548,291 square feet).

3301 East Glen Blvd

Part of a tract of land situated in the James M. Sewell Survey, Abstract Number 1358, in the City of Mesquite, Dallas County, Texas, also being a tract of land described to Florence Reagin by deed recorded in Volume 761, Page 260 of the Deed Records of Dallas County, Texas, and more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch capped iron pin found for corner in the south right-of-way line of Scyene Road (60' ROW), with the intersection of the west right-of-way line of Berry Road (ROW varies);

Thence South 00 deg. 34 min. 10 sec. East, along the west right-of-way line of Berry Road, a distance of 524.15 feet to a 1/2 inch capped iron pin found for corner in the north right-of-way line of East Glen Street (100' ROW);

Thence South 89 deg. 35 min. 50 sec. West, along the north right-of-way line of East Glen Street, a distance of 784.99 feet to a 1/2 inch capped iron pin found for corner;

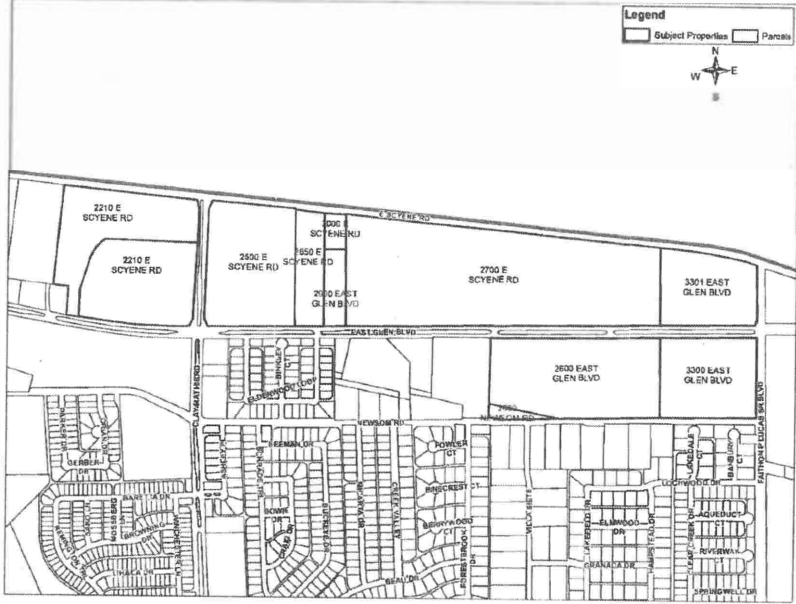
Thence North 00 deg. 34 min. 10 sec. West a distance of 665.10 feet to a 1/2 inch capped iron pin found for corner, returning to the south right-of-way line Scyene Road;

Thence South 84 deg. 11 min. 31 sec. East, along the south right-of-way line Scyene Road, a distance of 304.68 feet to a 1/2 inch capped iron pin found for corner at the beginning of a curve to the right having a central angle of 11 deg. 42 min. 06 sec., a radius of 2,42 520 feet, and a chord that bears South 77 deg. 47 min. 16 sec. East, 494.45 feet;

Thence, continuing along said south right-of-way line Scyene Road and curve to the right, an arc distance of 495.31 feet to the point of beginning, and containing 11.004 acres of land, more or less (479,342 square feet).

Location Map: Zoning Case Z0321-0182

Location Map



Z0321-0182
EXHIBIT "B" -PD Development Standards
Page 1 of 6

1. All uses permitted in the Mesquite Zoning Ordinance's Industrial District classification ("Industrial District") are allowed on the Property except as modified in Subsections "a" of this paragraph. The uses permitted in the Industrial District are subject to the same requirements applicable to the uses in the Industrial District, as set out in the Mesquite Zoning Ordinance. For example, a use permitted in the Industrial District only by conditional use permit ("CUP") is permitted in the district only by CUP.

a. The following uses are prohibited on the property:

SIC Code 32a: Concrete Batch Plants
SIC Code 40: Railroad Passenger Terminal
SIC Code 61: Alternative Financial Institutions
SIC Code 593: Used Merchandise
SIC Code 593a: Pawnshops
SIC Code 5993: Tobacco Stores
SIC Code 7299a: Massage Parlors, Turkish and Steam Baths

2. The overnight parking of heavy load vehicles and/or unmounted trailers is permitted as defined in Section 3-600 of the Mesquite Zoning Ordinance, in areas designated on the site plan, if it is associated with tenant(s) or owner(s) use of the property.
3. The minimum number of off-street parking spaces shall be provided per Section 3-400 of the Mesquite Zoning Ordinance, except as provided herein: Uses allowed in the Industrial District classified as distribution, fulfillment, warehousing, or storage shall provide 20 spaces plus one space per 5,000 square feet. Data centers shall provide one space per 15,000 square feet. Reduction in this requirement may be provided by meeting requirements in Section 3-403 of the Mesquite Zoning Ordinance.
4. When adjacent to a public right-of-way or park, a truck court and/or outdoor storage (including heavy load vehicle parking, overhead doors or loading docks) shall be screened with a solid masonry wall or a solid landscape hedge pursuant to Mesquite Zoning Ordinance's Section 1A-303.D, and further defined below in 4(a). Wood or chain link screening is prohibited. Said screening shall be provided constructed prior to the issuance of a Certificate of Occupancy.

A Solid Landscape Hedge under Mesquite Zoning Ordinance's Section 1A-303.D, shall consist of a large evergreen shrub or small ornamental evergreen tree a minimum eight feet (8') in height at time of planting. These shrubs/ornamental screening plants shall be planted a maximum of eight feet (8") on center and be full to the ground. Mature plant growth should provide continuous screening. Acceptable Screening species include, but are not limited to, Magnolias, Hollies, Cedars, or Junipers.

5. The setbacks, screening and buffer zones shall include the following.

Z0321-0182
EXHIBIT "B" - PD Development Standards
Page 2 of 6

- a. Along Newsom Road:
- i. The landscape buffer shall substantially conform to the Newsom Road Landscape Buffer Exhibit attached hereto as Exhibit "C."
 - ii. The minimum building setback from the Newsom Road right-of-way is 200 feet to face of any building (the "Building Setback").
 - iii. The minimum setback from Newsom Road right-of-way for parking or a vehicle travel path shall be at least 100 feet in width and may be entirely inside the Building Setback area (the "Newsom Landscape Buffer").
 - iv. The Newsom Landscape Buffer identified in a. iii above shall include the following:
 1. A four-foot (4') high wrought iron fence or anchor fence, or a product similar in nature.
 2. A three foot (3') high earthen berm:
 - a. Where practically feasible, the earthen berm may be disrupted by the below mentioned 8' wide trail in order to allow the trail to meander.
 - b. The back side of the Earthen Berm may be constructed as a wall as part of any detention basin or pond.
 3. A landscape hedge being evergreen shrubs installed at a minimum of 3-gallon in size, 24 inches in height (or taller) at the time of planting and planted at a maximum 3-feet on center. Shrubs shall be selected from the Mesquite Zoning Ordinance Section 1A-500-2 Shrub Schedule
 4. A minimum of two rows of trees shall be provided. Each row of trees shall include one tree for each 35 linear feet of non-paved areas, and the trees shall be planted no more than 35 feet apart (on center). The two rows of trees shall be planted in a staggered pattern to create a visual barrier. At least one row of trees may be planted within the Newsom Landscape Buffer, or the green space, or easement within the immediately adjacent right of way.
 5. Trees in the Newsom Landscape Buffer shall be selected from the following Approved Shade Trees. A variety of species is required such that no single species shall exceed 25% of the total number of trees.

Common Name	Scientific Name
Texas Walnut	Juglans microcarpa
Pecan	Carya illinoensis
Caddo Maple	Acer saccharum var. caddo
Cedar Elm	Ulmus crassifolia
Chinquapin Oak	Quercus muhlenbergii
Live Oak	Quercus virginiana
Texas Red Oak	Quercus texana
Shantung Maple	Acer truncatum
Lacebark Elm	Ulmus parvifolia

Z0321-0182
 EXHIBIT "B" - PD Development Standards
 Page 3 of 6

- 6. Trees required for screening or buffering may be located in the green space within the immediately adjacent Right of Way.
- 7. Detention for the site shall be allowed to be located within the Landscape Buffer.

b. Along East Glen Blvd and Clay Mathis Road:

- i. A 13-ft foot wide landscape buffer (the 13 Foot Landscape Buffer) shall be established along the property line parallel to the street; provided that when located across the street from a residential district, the buffer shall be 25 feet in width with a parking screen. A buffer tree line shall be established in the 13 Foot Landscape Buffer.
- ii. Within the 13 Foot Landscape Buffer, or the green space within the immediately adjacent right of way, one tree shall be provided for each 35 linear feet and trees shall be planted no more than 35 feet apart (on center).
- iii. Trees in the 13 Foot Landscape Buffer shall be selected from the following Approved Shade Trees. A variety species shall be required such that no single species shall exceed 25% of the total number of trees.

Common Name	Scientific Name
Texas Walnut	Juglans microcarpa
Pecan	Carya illinoensis
Caddo Maple	Acer saccharum var. caddo
Cedar Elm	Ulmus crassifolia
Chinquapin Oak	Quercus muhlenbergii
Live Oak	Quercus virginiana
Texas Red Oak	Quercus texana
Shantung Maple	Acer truncatum
Lacebark Elm	Ulmus parvifolia

- iv. Trees required for screening or buffering may be located in green space within the immediately adjacent Right of Way.

c. Along E. Scyene Road and Faithon P. Lucas Blvd:

- i. A 15-ft wide landscape buffer shall be established along the property line parallel to the street (the "15 Foot Landscape Buffer") a buffer tree line shall be established within the 15 Foot Landscape Buffer.
- ii. Within the 15 Foot Landscape Buffer, or the green space within the immediately adjacent right of way or the easement one tree shall be provided for each 40 linear feet, and trees shall be planted no more than 40 feet apart (on center)
- iii. Trees in the 15 Foot Landscape Buffer shall be selected from the following Approved Shade Trees. A variety species shall be required such that no single species shall exceed 25% of the total number of trees.

Common Name	Scientific Name
Texas Walnut	Juglans microcarpa

Z0321-0182
 EXHIBIT "B" - PD Development Standards
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Pecan	<i>Carya illinoensis</i>
Caddo Maple	<i>Acer saccharum</i> var. <i>caddo</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Chinquapin Oak	<i>Quercus muhlenbergii</i>
Live Oak	<i>Quercus virginiana</i>
Texas Red Oak	<i>Quercus texana</i>
Shantung Maple	<i>Acer truncatum</i>
Lacebark Elm	<i>Ulmus parvifolia</i>

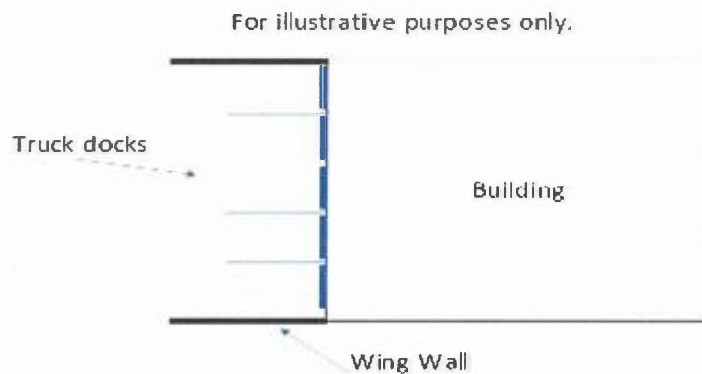
- iv. Trees required for screening or buffering may be located in the green space within the immediately adjacent Right of Way.
6. The term, "Landscape Buffers" refers to all three, and collectively, the Newsom Landscape Buffer, and the 13 Foot Landscape Buffer, and the 15 Foot Landscape Buffer. Trees and landscaping installed in the Landscape Buffers or the green space within the immediately adjacent right of way, or the easement may be used to fulfill the tree requirement in Mesquite Zoning Ordinance's Section 1A-202.A.2 or in other documents. The truck court and building size areas shall be excluded from the calculation for the required landscaping area. The minimum installation size of each tree shall be a minimum of 3 caliper-inches. The maintenance and replacement of trees and landscaping installed in the right-of-way are the responsibility of the adjacent property owner.
 7. The quantities of trees required to meet the Mesquite Zoning Ordinance are based on each tree having a minimum caliper-inch of 3-inches. As an option, the total number of required trees planted on a lot may be decreased by increasing the tree caliper-inch, only if the total caliper-inches required are matched. For example, if 100 trees are required per ordinance (100 trees x 3-inches = 300 caliper-inches), the Property may elect to plant 75 trees if each tree is 4 caliper-inches (75 trees x 4 inches= 300 caliper-inches). However, this option cannot be used to reduce the number of trees required in the Landscape Buffers.
 8. At a minimum, an 8-foot wide concrete trail shall be installed along the entire perimeter of the property covered by this Planned Development ordinance. A Certificate of Occupancy for a building shall not be issued until the portion of the trail located on the property on which said building sits has been installed. Any lot adjacent to a park or open space shall provide a trail connection to the park or open space. When the trail is located on private property, a pedestrian easement shall be provided on the plat.
 9. Identification and informational signage pertaining to the trail, and safety of the public, shall be allowed within the trail boundaries, trail connections and pedestrian easements on private property regardless of proximity to property lines.
 10. Upon approval of the City of Mesquite's Director of Planning and Development Services, up to 10% of the required trees for each site (but not trees required for screening) may be planted within the open space/park area(s) located within the boundary of this Planned Development.

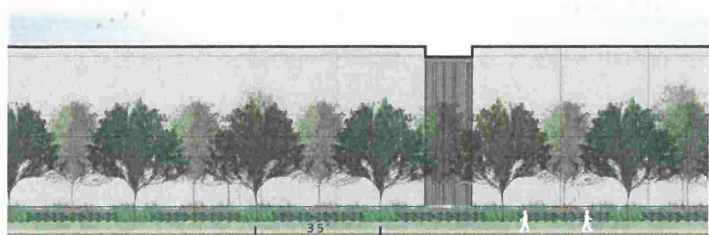
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11. District identification and directional signage for the entire area covered by this Planned Development that is to be placed in a maintenance easement dedicated to the City of Mesquite shall be installed under the following parameters:
 - a. All district identification and directional signage shall have the same architectural design and material as permitted by the Mesquite Sign Ordinance. The district identification or directional sign shall match the design and materials of the first district identification or directional sign installed within the PD. be built per the development's approved design specifications as established the first district.
 - b. District identification and directional signage to be located a minimum of 30 feet from adjoining private property lines and shall not obstruct the vision of traffic within a triangular area formed by the intersection of adjacent curb lines from a point on each curb line 20 feet from the intersection. District identification and directional signage shall be installed at some or all of the following locations:
 - i. Southeast corner of Clay Mathis Road and E. Scyene Blvd.
 - ii. Northeast corner of Clay Mathis Road and East Glen Blvd.
 - iii. Southeast corner of E. Scyene Blvd and East Glen Blvd.
 - iv. Southwest corner of E. Scyene Blvd and East Glen Blvd.
 - v. Southwest corner of Faithon P. Lucas Blvd and E. Scyene Blvd.
 - c. District identification and directional signage shall be installed by the developer of the property where a sign is to be located as detailed in 11.b. After installation and acceptance, the City will maintain the district identification sign. The sign shall be placed in a maintenance easement dedicated to the City of Mesquite.
 - d. District identification and directional signage shall conform to the sign standards in the Mesquite Sign Ordinance; provided that the district identification signs shall not count towards the number of monument signs permitted on a property.
12. Pole signs shall be prohibited.
13. Exterior lighting is not required except for purposes of public safety. However, if installed, all exterior lighting shall meet the following design standards.
 - a. Light sources shall be concealed or shielded with luminary shielding, skirts, or cut-offs with an angle not exceeding 90 degrees ("cutoff angle") if without said concealment or shielding, there would be potential for glare and unnecessary diffusion on adjacent property over one foot-candle additional illumination levels at any point off-site. For purposes of this provision, "cutoff angle" is further defined as the angle formed by a line drawn from the direction of light rays at the light source or reflector, and a line perpendicular to the ground from the light source above from which no light is emitted.

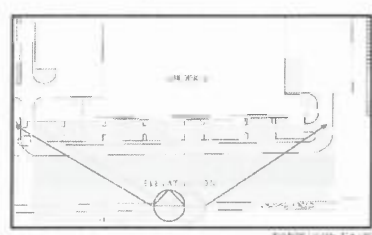
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- b. In no case shall exterior lighting add more than one foot-candle to illumination levels at any point off-site.
 - c. All outdoor site light not necessary for security purposes shall be reduced, activated by motion sensor detectors, or turned off during non-operating hours.
 - d. Light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal, or platform shall use a narrow cone beam of light that will not extend beyond the illuminated object.
 - e. For upward-directed architectural, landscape, and decorative lighting, direct light emissions shall not be visible above the building roof line.
 - f. No flickering or flashing lights shall be permitted, except for temporary decorative seasonal lighting.
14. No access to Newsom Rd shall be permitted.
15. A wing wall shall be installed to screen the truck docks (see illustration). The wing wall height may exceed 8-ft in height, with the final size to be determined during the site plan review process.





ENLARGEMENT
SCALE: 1"=10'-0"
PLANTING BUFFER: 35'
PLANTS GENERALLY REPRESENTATIVE OF 10' TO 15' AT MATURITY



ELEVATION
SCALE: 1"=10'-0"