

RESOLUTION NO. 55-2023

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. 12 REIMBURSEMENT AGREEMENT, REPURCHASE OPTION AGREEMENT, AND CITY CHAPTER 380 INCENTIVE AND PERFORMANCE AGREEMENT FOR SUCH PURPOSES WITH IH 20 IP, LLC (THE “DEVELOPER”), AND THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NO. 12, CITY OF MESQUITE, TEXAS (IH-20 BUSINESS PARK) (THE “TIRZ”), REGARDING THE DEVELOPER’S CONSTRUCTION OF AN APPROXIMATELY 34-ACRE RETAIL DEVELOPMENT IN THE TIRZ LOCATED AT 4300 LAWSON ROAD, MESQUITE, TEXAS, THE ACQUISITION FROM THE CITY AND BY THE DEVELOPER OF APPROXIMATELY 34 ACRES OF LAND IN THE TIRZ AND LOCATED AT 4300 LAWSON ROAD, MESQUITE, TEXAS, AND THE GRANTING TO THE DEVELOPER OF CERTAIN TIRZ REIMBURSEMENTS AND 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 July 2, 2018, by City Ordinance No. 4579 (“**Ordinance No. 4579**”), the City created Reinvestment Zone Number Twelve, City of Mesquite, Texas (IH-20 Business Park), a tax increment reinvestment zone created pursuant to Chapter 311 of the Texas Tax Code (the “**Act**”) consisting of approximately 248.1466 acres of land which included the following six tracts of land: (1) 4300 Lawson Road; (2) 3400 McKenzie Road; (3) 4800 Lasater Road; (4) 4900 Lasater Road; (5) 2700 McKenzie Road; and (6) 925 McKenzie Road and located within the corporate limits of the City of Mesquite, Dallas County, Texas, and being more particularly described and depicted in Exhibits “A” and “B” to Ordinance No. 4579 (the “**TIRZ**”) and established a Board of Directors for the TIRZ (the “**TIRZ Board**”); and

WHEREAS, on July 6, 2021, by City Ordinance No. 4876 (“**Ordinance No. 4876**”), the TIRZ boundaries were enlarged and the geographic area was increased to include approximately 13 acres of City rights-of-way adjacent to the Original TIRZ Boundaries and approximately 828 acres of noncontiguous land generally located south of Scyene Road, west of Lawson Road, north

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of Berry Road, and east of Ashley Furniture Industries Distribution Center and being located within the corporate limits and extraterritorial jurisdiction of the City as more particularly described and depicted in Exhibits “B” and “B-1” to Ordinance No. 4876 ; and

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

WHEREAS, on July 6, 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 July 6, 2021, by City Ordinance No. 4877, the City Council approved a project plan and reinvestment zone financing plan for the TIRZ (such project plan and reinvestment zone financing plan, as thereafter amended, being hereinafter referred to as the “**TIRZ Project and Financing Plan**”); and

WHEREAS, on March 21, 2022, the TIRZ Board approved an amended 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 March 21, 2022, by City Ordinance No. 4944, the City Council approved an amended project plan and reinvestment zone financing plan for the TIRZ; and

WHEREAS, on May 15, 2023, the TIRZ Board approved a second amended 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 15, 2023, by City Ordinance No. 5023, the City Council approved a second amended project plan and reinvestment zone financing plan for the TIRZ; and

WHEREAS, the City Council has been presented with a proposed TIRZ # 12 Reimbursement Agreement, Repurchase Option Agreement, and City Chapter 380 Incentive and Performance Agreement (the “**Agreement**”), a copy of which is attached hereto as Exhibit A and incorporated herein by reference, between the City, the TIRZ Board, and IH 20 IP, LLC, a Texas limited liability company, (the “**Developer**”), regarding the Developer’s construction of an approximately 34-acre retail development located at 4300 Lawson Road in Mesquite within the TIRZ (the “**Property**”), and providing, among other things, for: (i) the construction of public improvements included in the TIRZ Project and Financing Plan; (ii) the development of the Property with retail buildings, (iii) the acquisition from the City and by the Developer of the Property; and (iii) the granting to the Developer of certain TIRZ reimbursements and economic development incentives in connection with development of the Property in accordance with the Agreement; and

WHEREAS, after holding a public hearing and upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that: (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

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and TIRZ; (ii) the acquisition from the City and by the Developer of approximately 34 acres of land 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, TIRZ, and its citizens; and (iii) the economic development incentives set forth in the Agreement are in the best interest of the City and TIRZ, 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 and TIRZ, will benefit the City, TIRZ, and its citizens, and will accomplish the public purpose of promoting local economic development and stimulating business and commercial activity in the City and TIRZ in accordance with Section 380.001 of the Texas Local Government Code.

SECTION 3. 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, its citizens and the TIRZ, 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 the acquisition from the City and by the Developer of the Property.

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

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the authority to take any action that cannot be delegated by the City Council or that is within the City Council's legislative functions.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 16th day of October 2023.

DocuSigned by:
Daniel Aleman Jr.
D999585317D142B...

Daniel Alemán, Jr.
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Sonja Land
C2518095973F46A...

Sonja Land
City Secretary

DocuSigned by:
David Paschall
666E18891208434...

David L. Paschall
City Attorney

EXHIBIT A

TIRZ NO. 12 REIMBURSEMENT AGREEMENT

REPURCHASE OPTION AGREEMENT,

AND

CITY CHAPTER 380 INCENTIVE AND PERFORMANCE AGREEMENT

BETWEEN

IH 20 IP, LLC,

THE BOARD OF DIRECTORS OF TIRZ NO. 12 (IH-20 BUSINESS PARK),

AND THE CITY OF MESQUITE

**TIRZ #12 REIMBURSEMENT AGREEMENT,
REPURCHASE OPTION AGREEMENT,
AND
CITY CHAPTER 380 INCENTIVE AND PERFORMANCE AGREEMENT
IH 20 IP, LLC (IH-20 RETAIL)**

This TIRZ #12 Reimbursement Agreement, Repurchase Option Agreement and City Chapter 380 Incentive and Performance Agreement for “IH-20 Retail” (“Agreement”) is made by and among the City of Mesquite, Texas (the “City”), Board of Directors of Reinvestment Zone Number Twelve, City of Mesquite, Texas (IH-20 Business Park) (the “Board”), and IH 20 IP, LLC, a Texas limited liability company (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, it is anticipated that Developer in the near future will own the City Property; and

WHEREAS, the City Property is located within the Zone; and

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

WHEREAS, Developer has advised the City and the Board that a contributing factor that would encourage Developer to construct the Facility, Facility Expansion and Infrastructure Improvements would be an agreement with the City and the Board to incentivize the development of the Facility, Facility Expansion and construction of the Infrastructure Improvements; and

WHEREAS, as partial consideration for Developer using the exterior and interior materials and design approved by the City in accordance with this Agreement, PD Ordinance No. 4969, and the exhibits attached to this Agreement to construct the Facility, the City and/or the Board will provide, subject to the terms of this Agreement, the Chapter 380 Grant and TIRZ Reimbursement; and

WHEREAS, the City and Board desire to encourage new and expanded retail 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, the promotion of new retail 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, consistent with Article III, Chapter 52-a of the Texas Constitution, Chapter 380 of the Texas Local Government Code and Section 253.0125 as added by Senate Bill No. 543, the Developer has made specific proposals to the City as described herein, for the purposes of inducing the City to provide the Chapter 380 Grant as set forth in this Agreement, and thereby advance the public purposes stated above; and

WHEREAS, to ensure that the benefits the City provides under this Agreement are utilized in a manner consistent with Article III, Chapter 52-a of the Texas Constitution, Chapter 380 of the Texas Local Government Code, and Section 253.0125 as added by Senate Bill No. 543 (2023), the Developer has agreed to ensure the City receives a return benefit as described herein through the requirements to timely Complete Construction of the Infrastructure Improvements, Facility and Facility Expansion as set forth herein; and

WHEREAS, City has concluded and hereby finds that this Agreement embodies an eligible program and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and Section 253.0125 as added by Senate Bill No. 543, and further, is in the best interests of the City and Developer; and

WHEREAS, the Parties desire to enter into this Agreement to provide the terms and conditions by which the City Property can be conveyed and retained by Developer; and

WHEREAS, the City has determined that making an economic development grant of the City Property to 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 Infrastructure Improvements are eligible project costs for the Zone, and the City and Board intend to amend the Zone Plan to include the Infrastructure Improvements; and

WHEREAS, the Board has determined that funding the Infrastructure Improvements 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:

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

"Affiliate" shall mean any Person that directly controls, is directly controlled by, or is under direct common control with the Developer. As used in this definition, the term “controls,” “controlled by” or “common control” shall mean that: (i) the Developer owns fifty-one percent (51%) or more of the shares or membership interests of the Person and has the power to direct and control the management and policies of the Person; (ii) the Developer owns fifty-one percent or more of the shares or membership interests of the general partner of the Person and has the power to direct and control the management and policies of the Person; or (iii) the Person owns fifty-one percent (51%) or more of the membership interests of the Developer and has the power to direct or control the management and policies of the Developer.

“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 Elevations” shall mean the conceptual renderings attached hereto as **Exhibit “C”**.

“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, 2018 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 or Facility Expansion on the City 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, 2018 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.

“Chapter 380 Grant” shall have the meaning ascribed in Section 3.2(a).

“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 Property” shall mean the approximately 34.3660-acre tract of land, at 4300 Lawson Road, JP Anderson Abst 1 PG 015 TR 20 ACS 34.3664, located within the City of Mesquite, Texas 75185 and currently owned by the City of Mesquite and described and depicted in **Exhibit “B”**.

“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 City Property, including but not limited to the Code of Ordinances, the Planned Development zoning ordinance adopted on August 1, 2022 by Ordinance No. 4969, as they may be amended.

“Commencement of Construction” or words of like import shall mean that: (A) for the Facility and Facility Expansion, as the case may be, (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction, (ii) all necessary Building Permits and other permits for the construction have been issued by the applicable governmental authorities, and (iii) actual construction has commenced; and (B) for the Infrastructure Improvements (i) a grading permit for one or more of the Infrastructure Improvements for the City Property has been obtained, (ii) the construction plans for the Infrastructure Improvements have been approved in writing by the City’s engineer, (iii) a contract or contracts for construction of the Infrastructure Improvements has been entered into by Developer, and (iv) within six

(6) months of the approval of the construction plans by the City's engineer, grading work has commenced pursuant to the grading permit.

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

"Completion of Construction" or words of like import shall mean that: (A) for the Facility and Facility Expansion, as the case may be, (i) construction has been substantially completed; (ii) the City has inspected the Facility or Facility Expansion; (iii) the City has issued a final building certificate of occupancy; and (iv) construction of the Infrastructure Improvements is completed so that they are fully functional for their intended purpose and the City has accepted the Infrastructure Improvements, and (B) for the Infrastructure Improvements, that the City has inspected and accepted the Infrastructure Improvements, and issued a letter of acceptance.

"Concept Plan" shall mean the Concept Plan attached hereto as **Exhibit "A"**, 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.

"Effective Date" shall mean October 23, 2023.

"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 (i) the commercial and/or retail building(s), being at least 15,000 square feet or (ii) the commercial and/or retail building(s) developed with a minimum investment amount, excluding land value and land acquisition costs, of \$15,000,000, in the general location on the City Property as shown on **Exhibit "A"**.

"Facility Expansion" shall be the expansion of the Facility that (i) adds at least an additional 25,000 square feet of commercial and/or retail building(s) for a combined total with the Facility of at least 40,000 square feet, or (ii) adds at least an additional investment amount, excluding land value and land acquisition costs, of \$15,000,000, for a combined total with the Facility of at least \$30,000,000, in the general location on the City Property as shown on **Exhibit "A"**.

"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 City 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 City 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 and/or Facility Expansion or delays in the issuance of applicable permits for the Infrastructure Improvements 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 and/or the Facility Expansion, 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, Facility Expansion, or any Infrastructure Improvements on the City 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, impact fees, 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.

"Infrastructure Improvements" means the infrastructure improvements necessary for the development of the Facility and Facility Expansion on the City Property, including but not limited to roadways and traffic signals, water, sewer, storm sewer, excavation and grading, creek enhancements, water mitigation, retaining walls, etc., eligible for reimbursement under the Act and included in the Zone Plan, and as generally described in **Exhibit D**.

"Inspection Period" shall have the meaning ascribed in Section 3.2(b)(3).

"Memorandum" shall have the meaning ascribed in Section 6.27.

“NOAA” shall have the meaning of National Oceanic and Atmospheric Administration.

“Option” shall have the meaning ascribed in Section 3.2(a)(2).

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

“Payment Request” means, for Infrastructure Improvements eligible for reimbursement under the Act and included in the Zone Plan, a complete written request from the Developer to the City and the Board, accompanied by copies of (A) construction plans, design approvals and, for Infrastructure Improvements to be dedicated to the City, letter of acceptance for the Infrastructure Improvements, or completed component thereof, from the City, (B) contracts for construction of the Infrastructure Improvements, or completed component thereof, proof of payment, and all bills paid affidavits, and (C) copies of invoices, bills, and receipts in order to demonstrate; (i) costs incurred by Developer, exclusive of land value or acquisition costs, in designing and constructing the Infrastructure Improvements, or any completed component thereof, and (ii) such other information as may reasonably be requested by the City and/or Board for verification.

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

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

“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 Grant assignment documents, and any other agreements related to the development of property within the Zone or providing incentives related to property in the zone with Developer, and any affiliate, subsidiary, business, related-entity, or entities with one or more common owners or investors of Developer. As of the Effective Date, there are two Related Agreement in existence, being “TIRZ #12 Reimbursement Agreement, Repurchase Option Agreement, and City Chapter 380 Incentive and Performance Agreement IH 20 IP, LLC (IH-20 Business Park)” and “TIRZ #12 Reimbursement Agreement and Performance Agreement MSAP 216, LLC and 42 BP, LP (Airport East)”.

“TIRZ Funds” shall mean the increment from ad valorem real property taxes levied and collected by the City solely on the captured appraised value of property located in the Zone, which shall be contained in the fund established by the City pursuant to Ordinance No. 4579 as amended by Ordinance No. 4876 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 3.3(a).

“Tree Mitigation Fee” shall have the meaning ascribed in Section 3.1(c).

“Tree Preservation Ordinance” shall have the meaning ascribed in Section 3.1(c).

“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 Twelve, City of Mesquite, Texas (IH-20 Business Park), which was created pursuant to City Ordinance No. 4579, adopted on July 2, 2018, as amended and contains approximately 1,061.9 acres of property as generally shown on **Exhibit “H”** to this Agreement.

“Zone Plan” shall mean the Project and Financing Plan for the Zone (as authorized by the Act) adopted by City Ordinance No. 4877 on July 6, 2021, and the Project and Financing Plan for the Zone as amended to incorporate the items in **Exhibit “D”** 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) Developer’s Construction Deadlines. Developer shall design and construct, or cause the design and construction of, the Infrastructure Improvements, Facility and the Facility

Expansion in accordance with this Agreement. Developer shall cause Commencement of Construction of the Facility and the Facility Expansion to occur no later than the following dates:

Item to be constructed	Commencement of Construction Deadline
Facility	July 1, 2032
Facility Expansion	August 1, 2035

Developer shall cause Completion of Construction of the Facility and the Facility Expansion to occur no later than the following dates:

Item to be constructed	Completion of Construction Deadline
Facility	December 31, 2035
Facility Expansion	July 1, 2038

Developer and City acknowledge and agree that Developer may be able to develop a portion of the City Property and construct a portion of the Facility and/or the Facility Expansion without the Completion of Construction of all of the Infrastructure Improvements contemplated herein.

Developer further acknowledges and agrees that the City shall not issue a certificate of occupancy for the Facility or the Facility Expansion until Developer has caused the Completion of Construction of only the necessary components, as required by the City Regulations, of the Infrastructure Improvements for the specific portion of the Facility or Facility Expansion for which Developer is requesting a certificate of occupancy. As an example, if Developer is able to construct a building while only having to complete a portion of the Infrastructure Improvements (e.g. a water line) under the City Regulations, then Developer shall be able to get a certificate of occupancy for that building.

(b) Development of the City Property. (1) Developer understands and acknowledges that development of the City Property, including but not limited to the Facility, Facility Expansion, Infrastructure Improvements, and other related improvements, must be in compliance with the City Regulations. Developer shall obtain performance and payment bonds only as required by Texas Government Code Chapter 2253 for the Infrastructure Improvements. Formal approval of a final Concept Plan for the City Property, by the City is required prior to Commencement of Construction of the Infrastructure Improvements, Facility and/or the Facility Expansion. The Concept Plan may be amended, so long as the intent of this Agreement is still fulfilled, as development progresses with approval by the City Manager, in his sole discretion. The Developer shall submit and use diligent, good faith efforts to obtain City approval of a Concept Plan and exterior building materials and design for the Facility and Facility Expansion, using, as a guide, the attached exhibits known as Exhibits “A” and “C”, and the City Regulations not later than six (6) months before the respective Commencement of Construction deadline set forth in Section 3.1(a) above. The Facility and the Facility Expansion shall be constructed and operated in accordance with the City-approved

portion of the Concept Plan, and Building Elevations in accordance with the City Regulations, in accordance with Ordinance No. 4969 (the PD for the City Property), and as provided herein. Additionally, the Facility and Facility Expansion shall comply with the following architectural design requirements:

(i) *Transparency.* For the purposes of this Section 3.1(b), a façade that faces a public right-of-way is defined as a “Primary Façade”, and a façade that does not face a public right-of-way is defined as a “Secondary Façade”. Ground level retail and restaurants shall incorporate transparent features over a minimum of 50 percent of one Primary Façade. Additional Primary Façades shall incorporate 20 percent transparency. Secondary Façades shall be allowed with no transparent features. Transparency shall be measured within the first 10 feet of the building wall, measured vertically from the adjacent grade. All ground level windows shall provide direct views to the building's interior or a lit display area extending a minimum of three feet behind the window.

(ii) *Color and material.* To provide unity throughout the development, the exterior of all buildings shall incorporate consistent brick and stone materials, including color on 80 percent of the Primary Façades (excluding windows, doors, roofs and curtain walls). The remainder of the wall area shall incorporate other fire resistive materials such as, but not limited to, stucco, EIFS and cement board provided that such materials are complimentary/compatible with materials and colors of the brick and stone. Additional, accent materials or colors associated with established corporate identity shall be allowed on up to 10% of each façade.

(iii) *Mechanical equipment.* All mechanical equipment shall be screened from view at a point six feet above ground level at the property line. Screening for roof-mounted units shall be incorporated with the building facade.

The City will consider a change in zoning of the City Property using the procedures contained in the City Regulations if Developer applies for such rezoning, however only retail uses shall count as the Facility or Facility Expansion.

(2) Developer acknowledges and agrees that the City Property shall be subject to those Impositions due and payable to the City in connection with the development of the Facility and Facility Expansion 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 Infrastructure Improvements, the Facility, and the Facility Expansion.

(3) As consideration for the incentives provided herein, Developer has requested and the Parties agree that the building material regulations contained in this Agreement, the City Regulations and PD 4969 apply to the City 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 City Property in

compliance with the City Regulations and the exhibits hereto; and (ii) the construction of the Facility and Facility Expansion on the City 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 City Property. Should Developer fail to comply with this Section 3.1(b)(3) for any portion of the City Property, the City and/or the Board shall have the right to reduce the TIRZ Reimbursement by the amount of the Chapter 380 Grant. Should Developer fail to comply with this Section 3.1(b)(3) for any portion of the City Property, the City and/or the Board shall have the right to terminate the TIRZ Reimbursement.

(c) Trees. Section 1A-400, Tree Preservation, Part 1A, Landscaping, Buffering and Screening and Tree Preservation, Appendix C, Zoning Ordinance of the City's Code of Ordinances shall apply to the City Property (the "Tree Preservation Ordinance"). However, the Parties agree that the City will approve an application for protected tree removal if submitted by Developer for the City Property and that the fee in lieu of replacement approved by the City's arborist under Tree Preservation Ordinance for the City Property is \$20,000 (the "Tree Mitigation Fee").

(d) Sewer Line. The Infrastructure Improvements include sanitary sewer collection system improvements (the "Sewer Line") as detailed and depicted in the Zone Plan, incorporated herein by reference. The City may, in its sole discretion, pay to design and construct the Sewer Line. The City shall notify Developer in writing 120 days in advance should it choose to exercise its rights under this paragraph. All costs shall be commercially reasonable, however all costs resulting from the City using a competitive bidding or purchasing process allowed by state law shall be deemed reasonable and not eligible for protest. The City shall be reimbursed its costs to design and construct the Sewer Line from the TIRZ Funds. Upon conveyance of the City Property to Developer, the City will retain any utility easements and right-of-way needed for the Sewer Line.

3.2 Chapter 380 Grant.

(a) Amount of Chapter 380 Grant.

(1) Subject to the terms and conditions of this Agreement, fulfillment of the requirements of Texas Local Government Code Section 253.0125, as added by Senate Bill No. 543 (2023) and following Developer obtaining a grading permit from the City (not to be unreasonably withheld) to Commence Construction of any component of the Infrastructure Improvements, the City will convey the City Property to Developer.

(2) On the closing date of the City Property, (A) the City shall provide Developer a Special Warranty Deed substantially similar to Exhibit "F", and (B) Developer shall provide City a repurchase option in a separate written instrument substantially similar to the Repurchase Option Memorandum in Exhibit "G" (the "Option"), with the terms of Developer's return of the City

Property to the City, or payment to City for the City Property, under such Option being described in Section 3.2(b), below; both of which shall be filed in the land records of the county.

(b) Return or Purchase of City Property by Developer.

(1) If Commencement of Construction of the Facility has not begun by July 1, 2032, Developer shall, before August 31, 2032, convey the City Property back to the City free and clear of all liens and in substantially the same condition as when it was conveyed to the Developer, with any Infrastructure Improvements, with a special warranty deed in substantially the same form as **Exhibit "F"**. This subsection 3.2(b)(1) is not subject to any notice and cure provisions.

(2) If Commencement of Construction of the Facility was timely but Completion of Construction of the Facility has not occurred by December 31, 2035, Developer shall (i) pay the City for the City Property an amount equal to the lesser of: (a) Fair Market Price of the City Property, (b) \$3.00 per square foot, or (ii) convey the City Property back to the City free and clear of all liens and in substantially the same condition as when it was conveyed to the Developer, with any and all improvements, with a special warranty deed in substantially the same form as **Exhibit "F"**. Developer shall notify the City of whether it is selecting to pay for the City Property under (i) in the preceding sentence or return the City Property under (ii) in the preceding sentence within fourteen (14) days after December 31, 2035; however, should Developer fail to timely provide such notice of whether Developer is selecting to pay for the City Property or convey the City Property back to the City, the City shall give Developer written notice that Developer has not selected to pay for the City Property or convey the City Property back to the City and Developer shall have 7 business days after receipt of such notice to provide the City notice of its selection. If Developer has not provided City notice of its selection within the said 7 business days, the City shall select whether Developer shall pay for the City Property or return the City Property to the City. Removal of liens or making payments required to remove any liens shall be Developer's responsibility. This subsection 3.2(b)(2) is not subject to any notice and cure provisions.

(3) If (A) Commencement of Construction of the Facility was timely but Completion of Construction of the Facility has not occurred by December 31, 2035, (B) Commencement of Construction of the Facility Expansion has not occurred by August 1, 2035, or (C) Completion of Construction of the Facility Expansion has not occurred by July 1, 2038, Developer shall (i) pay the City for the City Property an amount equal to the lesser of: (a) Fair Market Price of the City Property, (b) \$3.00 per square foot, or (ii) convey the City Property back to the City free and clear of all liens and in substantially the same condition as when it was conveyed to the Developer, with any and all improvements, with a special warranty deed in substantially the same form as **Exhibit "G"**. Developer shall notify the City of whether it is selecting to pay for the City Property under (i) in the preceding sentence or return the City Property under (ii) in the preceding sentence within fourteen (14) days after the respective completion or commencement construction deadline Developer failed to meet and triggering the Option; however, should Developer fail to timely provide such notice of whether Developer is selecting to pay for the City Property or convey the City Property back to the City, the City shall give Developer written notice that Developer has not selected to pay for the City Property or convey the City Property back to the City and Developer shall have 7 business days after receipt of such notice to provide the City notice of its selection. If

Developer has not provided City notice of its selection within the said 7 business days, the City shall select whether Developer shall pay for the City Property or return the City Property to the City. Removal of liens or making payments required to remove any liens shall be Developer's responsibility. This subsection 3.2(b)(3) is not subject to any notice and cure provisions.

The "Fair Market Price" means the price for the City Property (including any improvements thereon and all related non-proprietary surveys, designs, drawings, blueprints, and related documents, all of which will be conveyed to City in connection with any conveyance of the City Property hereunder) a willing purchaser would pay and a willing seller would accept for a comparable transaction involving similar land and improvements as the City Property (including any improvements thereon) considering its highest and best use, neither being under any compulsion to purchase or sell and both having reasonable knowledge of the relevant facts, if offered for sale in the open market with a reasonable period of time in which to consummate a transaction. In calculating the Fair Market Price, all relevant facts (excluding the fact of the existence of this Option) will be taken into account, including the location of the City Property and restrictions on the use of the City Property, as well as the following items which will all be conveyed to the City with the deed conveyance: any improvements thereon and all related non-proprietary surveys, designs, drawings, blueprints, and related documents. The Parties and any appraisers will take into account sale transactions in comparable areas of north Texas which are similar to the area in which the City Property is located. The Fair Market Price will be based on the highest and best use of the City Property as of the time of the determination or appraisal process, as applicable. The Fair Market Price shall be determined as follows:

- (i) By Mutual Agreement. Within ten (10) days after the date of the notice to exercise the Option, Developer and City will attempt, but will have no obligation, to reach a mutual written agreement of the Fair Market Price.
- (ii) By Appraisal. If Developer and City are unable to reach a written agreement within ten (10) days of the event triggering time period under this Section 3.2(b)(3), the Fair Market Price will be determined by appraisal. If the Parties are able to agree upon a single appraiser within said ten (10) day period, that appraiser will make the Fair Market Price determination within forty-five (45) days thereafter. If the Parties are unable to agree upon a single appraiser, the Parties will each have three (3) days after the expiration of the initial ten (10) day period in which to designate an appraiser. Within seven (7) days after both such appraisers have been designated, they will meet and appoint a third appraiser. The third appraiser selected by the other two appraisers will then make an independent written determination of the Fair Market Price within forty-five (45) days thereafter. If either Party fails to appoint a second appraiser as provided above then the appraiser appointed by the other Party will constitute the single appraiser and will determine the Fair Market Price within forty-five (45) days after the seven (7) day appointment period above expires. If the two appraisers appointed by the parties are unable to agree upon the appointment of the third appraiser and the Parties fail to agree upon the appointment of such a third appraiser within the seven (7) day period above, then either Party, upon written notice to the other Party, may apply for such appointment to any court

in the county in which the City Property is located having jurisdiction over the matter. Each appraiser appointed hereunder must be a disinterested person of recognized competence who has been a member in good standing of the American Institute of Real Estate Appraisers for at least ten (10) years and is otherwise qualified in the general geographical areas where the City Property is located. The costs of the Fair Market Price determination, including the appraisal fees and other costs, will be borne by the Party incurring such costs, except that the fees of the single or the third appraiser, as the case may be, will be borne equally by the Parties. If an appraiser fails, refuses or is unable to act in the manner provided herein, a new appraiser will be appointed in his or her stead. Such an appointment will be made in the same manner as provided above for the appointment of the appraiser so failing, refusing or unable to act.

In the event Developer returns the City Property to the City under Section 3.2(b)(1), Section 3.2(b)(2) or Section 3.2(b)(3) of the Option terms above, City shall have a period of ninety (90) days after Developer's deadlines in Section 3.2(b)(1), Section 3.2(b)(2), or 3.2(b)(3), respectively, to perform any and all investigations or studies City deems necessary or desirable to determine whether City desires to purchase the City Property ("Inspection Period"). Developer shall convey the City Property back to the City free and clear of all liens, with Developer paying all customary and reasonable closing costs, with the exception of a title policy, and the closing of the purchase and sale shall occur within ninety (90) days after the expiration of the Inspection Period at such location as selected by City. Removal of liens or making payments required to remove any liens shall be Developer's responsibility. Developer shall convey the City Property to City pursuant to the Option free and clear of any and all hazardous waste and hazardous materials contamination, if any, which arose during Developer's ownership of the City Property and which shall be remediated and abated by Developer prior to the closing of the purchase and sale pursuant to the Option, and the closing date may be delayed by City for a period of time City may determine is reasonable for Developer to complete such remediation and abatement. The Option shall be in addition to any and all remedies available at law or in equity to City and City's successors and assigns to enforce compliance with the terms and provisions of the restriction contained herein and shall run with the City Property.

In the event the Developer pays the City for the City Property under Section 3.2(b)(1), Section 3.2(b)(2) or Section 3.2(b)(3) of the Option terms above, Developer shall pay the full amount due within ninety (90) days of the missed deadline in Section 3.2(b)(1), Section 3.2(b)(2) or Section 3.2(b)(3), respectively. Should Developer fail to timely pay the amount owed to City for the City Property as required by this Section 3.2, the City and/or the Board shall reduce any TIRZ Reimbursement as an offset under Section 5.4 of this Agreement, and use such funds to pay the City, until such amount owed by Developer has been paid in full to the City. Even if this Agreement terminates, the Option shall not terminate until the City has been paid the full amount due for the City Property.

(c) Notwithstanding any provision in Section 3.2 of this Agreement, the City and Developer agree on the following:

(i) Should Developer pay the City for all or a portion of the City Property under any provision in Section 3.2, Developer will only be responsible for paying the City for the portion of the City Property that is outside of the floodplain and considered developable land. The developable land that is outside of the floodplain is defined as being approximately 25 acres of the total City Property.

(ii) Should Developer return all or a portion of the City Property to the City under any provision in Section 3.2, Developer shall return all of the City Property except for (A) land that has been either developed or sold to an unrelated third-party that is not an Affiliate of Developer, and (B) floodplain, if any land is not returned to the City because it has been either developed or sold to an unrelated third-party that is not an Affiliate of Developer. Developer hereby agrees that under this scenario, Developer will pay the City \$3.00 per square foot for the developable portion of the City Property that Developer is not returning to the City because it has been developed or sold and will return the remaining City Property, excluding all floodplain property, to the City. As an example, should Developer choose to return the City Property to the City, but Developer has sold a one-acre pad site prior to returning the City Property, Developer will return the City Property, excluding the one-acre pad site that has been sold and all floodplain, and Developer will also pay the City \$3.00 PSF for the sold one-acre pad site. If Developer is unable to release all liens in order for Developer to exercise an option to return the City Property to the City, Developer shall be deemed to have elected to pay the City for the City Property.

(d) Funds for the Chapter 380 Grant. The Chapter 380 Grant 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. This Article III, Section 3.2(c) shall expressly survive the expiration or termination of this Agreement.

3.3 TIRZ Reimbursement.

(a) Reimbursement for Costs of Infrastructure Improvements. Assuming Developer has Completed Construction of the Infrastructure Improvements eligible for reimbursement under the Act and included in the Zone Plan,, the City and Board will provide reimbursement to the Developer in an amount equal to the Developer's actual design and construction costs for the Infrastructure Improvements plus the \$20,000 Tree Mitigation Fee, not to exceed Eight Million dollars (\$8,000,000) (the "TIRZ Reimbursement"). Within sixty (60) days of verification of the Payment Request in accordance with Section 3.3(b) below, and subject to Section 4.1 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. Notwithstanding the first sentence of this paragraph, should

Developer construct the Infrastructure Improvements, but then the City Property is conveyed back to the City pursuant to Section 3.2(b)(1), Section 3.2(b)(2) or Section 3.2(b)(3) above, the Developer shall still be entitled to receive the TIRZ Reimbursement as set forth herein. Further, upon Completion of Construction of a component of the Infrastructure Improvements by Developer, Developer shall be entitled to receive TIRZ Reimbursement the completed portion of the Infrastructure Improvements and Developer will be able to submit a Payment Request(s) therefore, with payment being subject to the City's right of offset under Section 5.4 below. Developer may submit separate Payment Requests for each completed component of the Infrastructure Improvements.

(b) Payment Requests; Cost Verification. Within thirty (30) days of City acceptance of any functioning component of the Infrastructure Improvements, 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 thirty (30) calendar 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 March 21, 2022, the City adopted Ordinance No. 4944 amending the Zone Plan to include the Infrastructure Improvements identified on **Exhibit "D"**, so that such are eligible to 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. After (i) payment of the City's administrative costs and professional services for the Zone, (ii) payment of offsets to the City under a Related Agreement or Section 5.4 of this Agreement, (iii) reduction of the TIRZ Reimbursement as set forth in this Agreement, and (iv) proportional payments are made to the City to reimburse the City for the design and construction of the Sewer Line, the City hereby represents to Developer that 100% of the TIRZ Funds shall be used solely to make TIRZ Reimbursements due under this Agreement and Related Agreements on a pro-rata basis, which shall be based upon the amount of any approved Payment Request(s)/request for payment for Developer under this Agreement and for a party to a Related Agreement, and costs incurred by City under a Related Agreement or this Agreement for infrastructure, until the entire TIRZ Reimbursement, as it may be reduced hereunder, is paid to Developer. 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 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 3.3(d) shall expressly survive the expiration or termination of this Agreement.

Article IV

Conditions to Chapter 380 Grant and TIRZ Reimbursement Payments

4.1 General. Developer (i) agrees to each of the following, and (ii) agrees that the obligation of the City to (a) provide the Chapter 380 Grant and (b) convey the City Property, and (iii) agrees that the Board's and the City's requirement to pay, or continue paying, 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. There shall be no uncured breach of a Related Agreement.

(b) Payment Request. Developer shall have timely provided the City and Board with the complete Payment Request in compliance with this Agreement. 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 (i) will anticipate incurring costs, excluding land value and land acquisition costs, of \$15,000,000 in designing and constructing the Facility, which may be evidenced by contracts reflecting costs with design firms, general contractors, and the like, for design and construction; (ii) will anticipate incurring costs, excluding land value and land acquisition costs, of \$15,000,000 in designing and constructing the Facility Expansion by the dates provided in Section 3.1(a); and (iii) evidence, which may include contracts reflecting costs with engineering firms, general contractors, and the like, for design and construction, proof of payment and all bills paid affidavits, of the actual amount spent in designing and constructing the Infrastructure Improvements to determine the reimbursement amount for Infrastructure Improvements, with said reimbursement for Infrastructure Improvements not to exceed \$8,000,000.

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

(e) Improvements. Developer shall have timely achieved Completion of Construction of the Facility and Facility Expansion in accordance with this Agreement.

(f) Timely Payment of 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 City Property including, without limitation, the Facility and Facility Expansion.

(g) Inspection. Developer shall provide the City, its agents and employees with reasonable access to the City 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(g) 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.

(h) 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 City Property conducted by the City pursuant to Section 4.1(g) above.

(i) 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.

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

(k) 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.

(l) 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.

(m) 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. Notwithstanding and in addition to a termination under Section 5.2, this Agreement may also be terminated by the City without prior notice or opportunity to cure for Developer's breach or default of any provision in Section 3.2, but the Developer's obligation to pay for the City Property or return the City Property to the City shall survive such termination.

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, however if the Developer timely provided a complete Payment Request for the Infrastructure Improvements and qualified for the TIRZ Reimbursement prior to termination under this Section 5.2(a), then City's obligation to pay such TIRZ Reimbursement under Section 5.3 below shall survive such termination;

(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 City Property and issued by the City are lawfully 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;

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

(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, except as otherwise provided in this Agreement, 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 non-defaulting 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. If Developer commits an Event of Default, Developer shall no longer be entitled to receive the TIRZ Reimbursement, however for components of the Infrastructure Improvements that have been accepted by the City, Developer will receive the TIRZ Reimbursement for those components of the Infrastructure Improvements for which Developer has Completed Construction, subject to the City's receipt of a valid Payment Request and the City's rights of offset set forth in the Agreement.

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 TIRZ Reimbursement due and payable to Developer under this Agreement against any debt (including Impositions) 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 TIRZ Reimbursement due at such time under this Agreement, (ii) what portion of the TIRZ Reimbursement 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 reduce the TIRZ Reimbursement by the amount of the Chapter 380 Grant.

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 TIRZ Reimbursement, as they may be reduced hereunder, 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 City Property, provide the Chapter 380 Grant, 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, Facility Expansion and Infrastructure Improvements, 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 85017
Mesquite, TX 75185-0137

With a copy to:

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

If intended for Board, to:

Attn: Executive Director
Reinvestment Zone Number 12
City of Mesquite
PO Box 850137
Mesquite, TX 75185-0137

If intended for Developer, to:

Attn: Scott Rohrman
IH 20 IP, LLC
2030 Main St. Ste. 342
Dallas, Texas 75201
sr@42realestate.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 City Property and the Facility and Facility Expansion shall be able to be assigned, without the prior written consent of the City, but upon notice to the City, to (a) any

Person that is or will become an owner of any portion of the City Property; (b) any affiliate or related entity of Developer; or (c) any lienholder on the City 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 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 Developer's proportionate share of the costs of the Infrastructure Improvements, as calculated under Texas Local Government Code Section 212.904, reimbursed to the Developer by 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 the TIRZ Reimbursement being recaptured from the date each payment of 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 Chapter 380 Grant, 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 Firearms. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

Section 6.20 Energy Boycott. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Developer is a company with at least ten (10) or more full-time employees and this Agreement has a value of at least \$100,000 or more that is paid wholly or partly from public funds of the governmental entity, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) will not boycott energy companies during the term of the Agreement.

Section 6.21 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 From 1295 completed by the Developer has been provided solely by the Developer, and the City and the Board have not verified such information.

Section 6.22 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 6.23 No Acceleration. All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 6.24 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 6.25 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 6.26 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 6.27 Memorandum of Agreement. A Memorandum of this Agreement, in the form attached hereto as Exhibit "E" ("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 3.3(c). Section 3.1(b)(3) of this Agreement binds and constitutes a covenant running with the City 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 City Property. Section 3.1(b)(3) 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 City Property.

Section 6.28 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

- Exhibit "A" Concept Plan
- Exhibit "B" City Property Legal Description and Depiction
- Exhibit "C" Building Elevations

- Exhibit "D" Estimated Costs of the Infrastructure Improvements & Other TIRZ Items
- Exhibit "E" Memorandum of Agreement
- Exhibit "F" Form of Special Warranty Deed
- Exhibit "G" Repurchase Option Memorandum
- Exhibit "H" Map depicting general location of property in the Zone

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

EXECUTED on this 13 day of December, 2023.

[execution pages follow]

CITY:

CITY OF MESQUITE, TEXAS

ATTEST:

Sonja Land
Name: Sonja Land
Title: City Secretary

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

APPROVED AS TO LEGAL FORM:

David L. Paschall
Name: David L. Paschall
Title: City Attorney

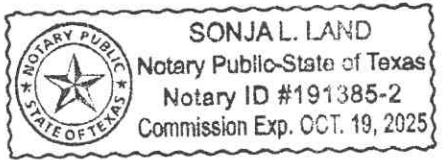
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on Dec. 13, 2023, by Cliff Keheley, City Manager of the City of Mesquite, Texas, a Texas home rule municipality, on behalf of said home rule municipality.

Sonja L. Land
NOTARY PUBLIC, State of Texas

My Commission Expires: _____

Notary Seal



BOARD:

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

ATTEST:

Sonja Land
Name: Sonja Land
Title: City Secretary

By: *Daniel Aleman, Jr*
Name: Daniel Aleman, Jr
Title: Chairman

APPROVED AS TO LEGAL FORM:

David L. Paschall
Name: David L. Paschall
Title: City Attorney

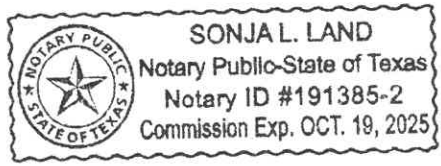
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on Dec. 13, 2023, by Daniel Alemán, Jr, Reinvestment Zone Number 12, City of Mesquite Board Chairman, on behalf of said Board.

Sonja L. Land
NOTARY PUBLIC, State of Texas

My Commission Expires: _____

Notary Seal



DEVELOPER:

IH 20 IP, LLC , a Texas limited liability company

By: 42 BP, LP, a Texas limited partnership, a Manager of IH 20 IP, LLC

By: [Signature]
Name: Scott Rohrman
Title: Manager of the GP of 42 BP, LP

By: SLJ Equities, LLC, a Texas limited liability company, a Manager of IH 20 IP, LLC

By: [Signature]
Name: Louis H. Lebowitz
Title: President of SLJ Equities, LLC

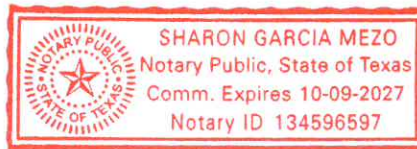
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 6th, 2023, by Scott Rohrman, as the Manager of the GP of 42 BP, LP as a Manager of IH 20 IP, LLC, on behalf of said entities.

[Signature]
NOTARY PUBLIC, State of Texas

My Commission Expires: 10-9-2027

Notary Seal



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 7th, 2023, by Louis H. Lebowitz, as the President of SLJ Equities, LLC as a Manager of IH 20 IP, LLC, on behalf of said entities.

[Signature]
NOTARY PUBLIC, State of Texas

My Commission Expires: 10-9-2027

Notary Seal:

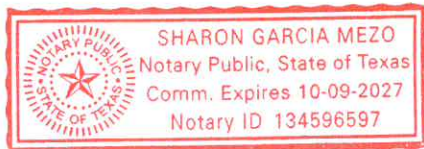
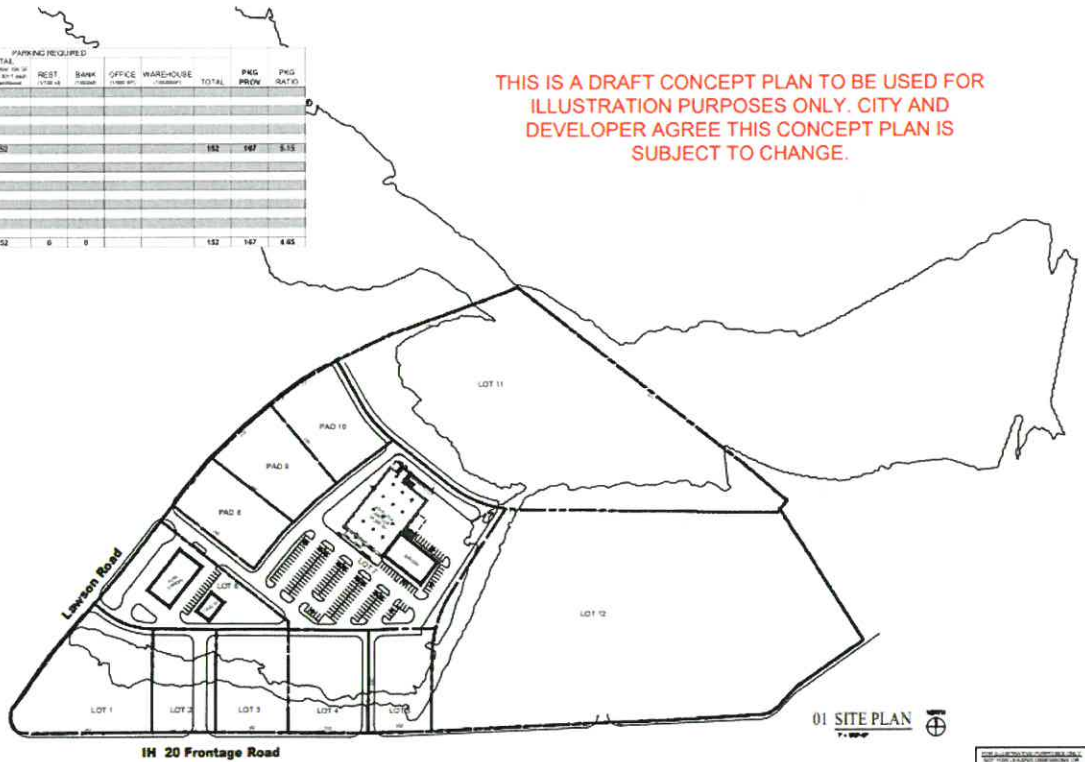


EXHIBIT A CONCEPT PLAN

LOT	AREA ACRES	AREA, SQ FT	BLDG AREA SQ FT	COV. %	PARKING REQUIRED				TOTAL	PKG PRVLY	PKG STATD
					RETAIL 1,000 sq ft = 1 spot 100 sq ft = 1 spot	BANK 1,000 sq ft = 1 spot	OFFICE 1,000 sq ft = 1 spot	WAREHOUSE 1,000 sq ft = 1 spot			
1	1.913	83,275									
2	0.955	41,740									
3	1.086	47,305									
4	1.212	52,780									
5	0.972	42,310									
6	1.659	72,285									
7	2.738	119,487	32,845	15,789	150			182	147	6,115	
8	0.765	33,254	5,550	1,143							
9	1.035	45,077	2,480	3,927							
10	1.074	46,954									
11	8.379	369,029									
12	11.426	497,097									
TOTAL	35.361	1,548,115	38,838	2,331	152	0	0	182	147	6,115	

THIS IS A DRAFT CONCEPT PLAN TO BE USED FOR
ILLUSTRATION PURPOSES ONLY. CITY AND
DEVELOPER AGREE THIS CONCEPT PLAN IS
SUBJECT TO CHANGE.



01 SITE PLAN
7.000



IH 20 FRONTAGE RD & LAWSON RD

MESQUITE, TEXAS

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
PRELIMINARY PLAN NOT FOR CONSTRUCTION
SP03
JOB NO. 20-108 SCALE: 1" = 100' DATE: 08/20/20

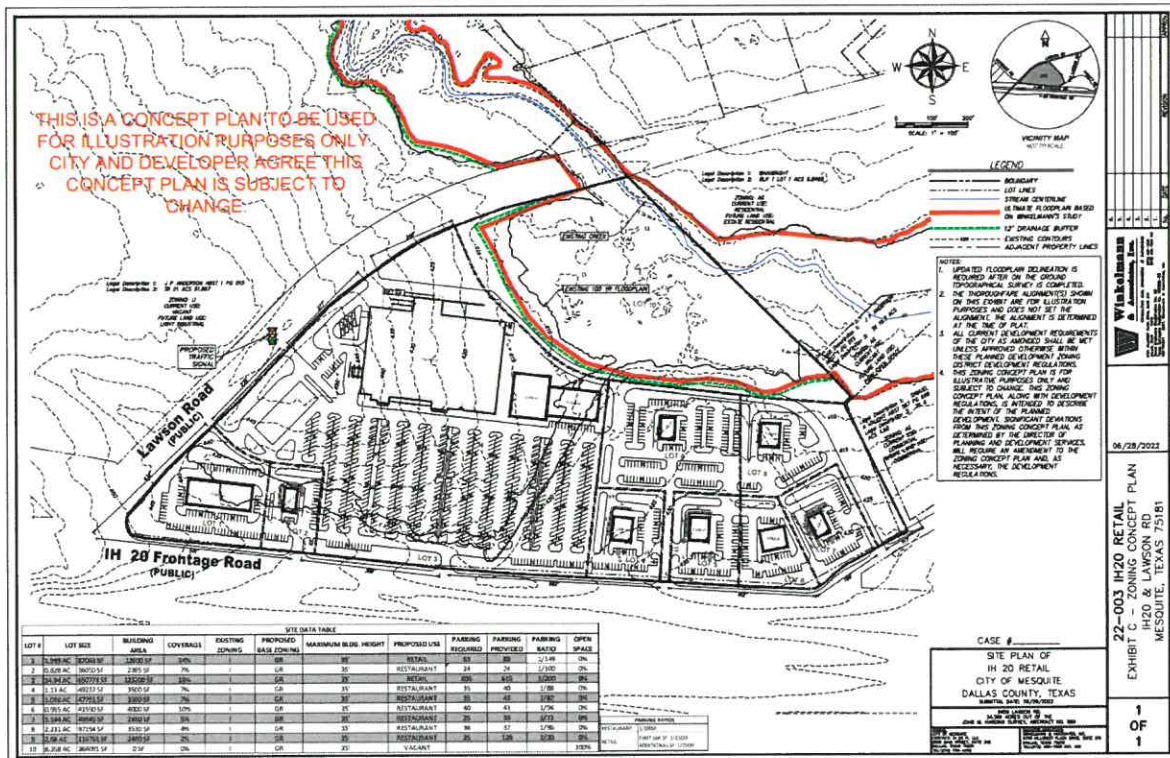
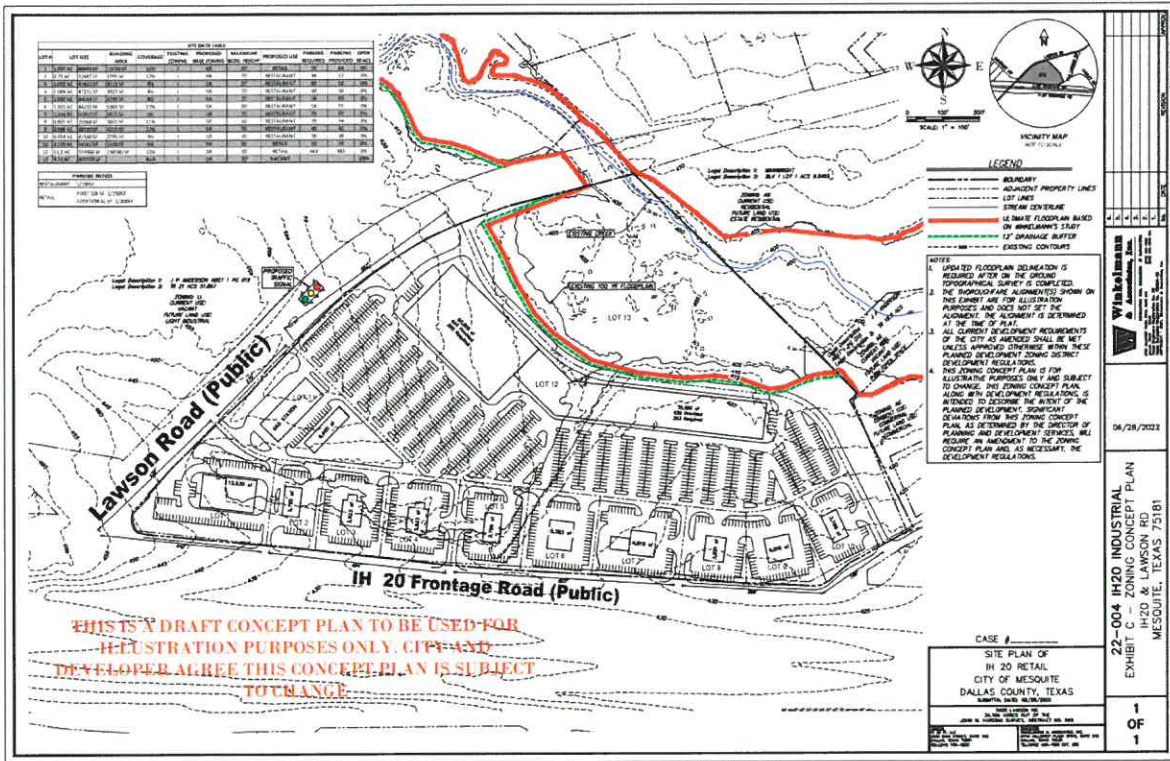
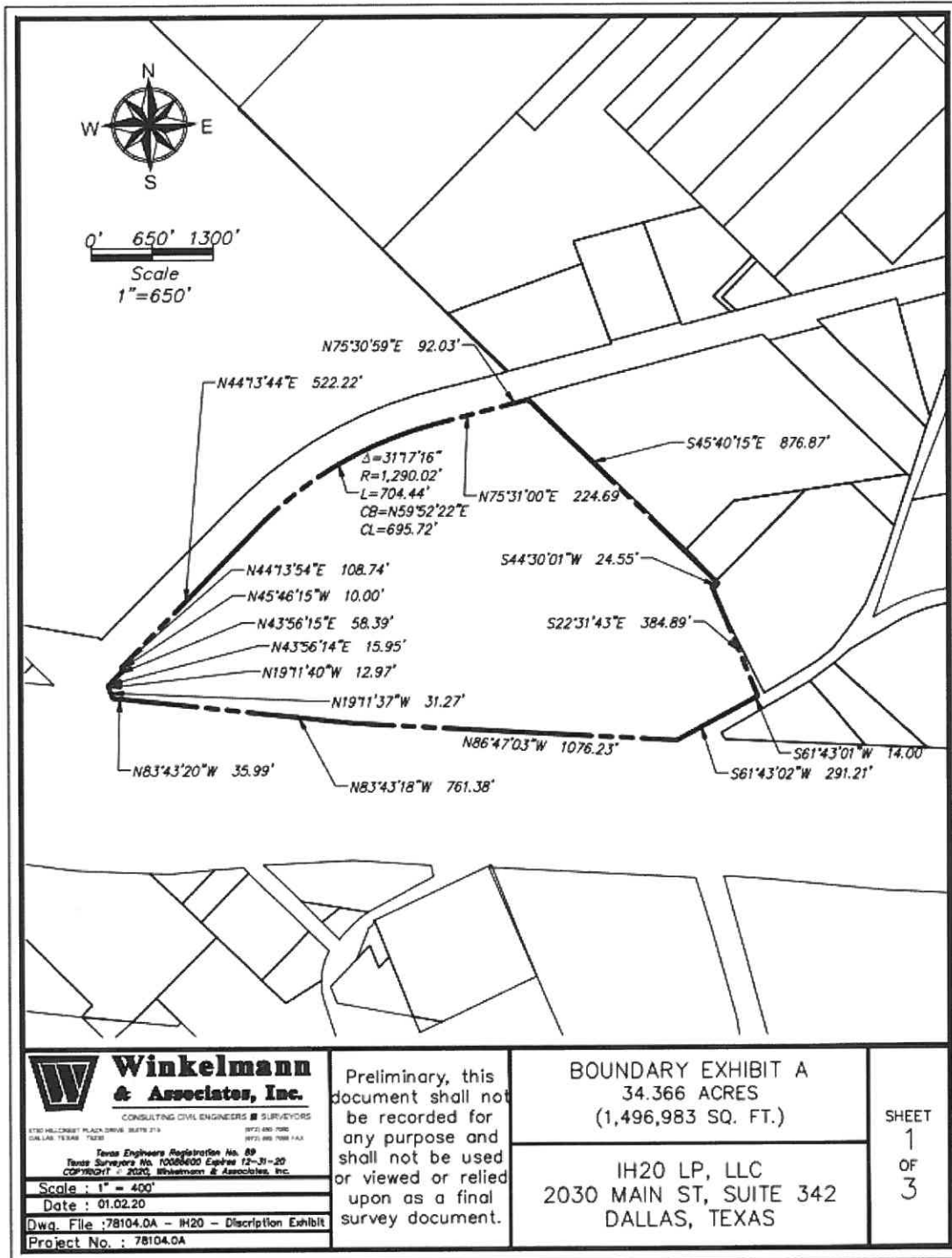


EXHIBIT "B"

CITY PROPERTY DESCRIPTION AND DEPICTION



© \781\04\0A 120\ENGINEERING\Exhibits

IH 20 SURVEY DESCRIPTION
 STATE OF TEXAS §
 COUNTY OF DALLAS §

EXHIBIT A (2 OF 3)

BEING A TRACT OR PARCEL OF LAND SITUATED IN THE JOHN M. HARDING SURVEY, ABSTRACT NO. 569

BEGINNING AT A POINT SET FOR CORNER IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD (VARIABLE WIDTH RIGHT-OF-WAY AT THIS POINT)

THENCE SOUTH 45°40'15" EAST AND AT A DISTANCE OF 1876.87 FEET TO A POINT SET FOR CORNER;

THENCE SOUTH 44°30'01" WEST AND AT A DISTANCE OF 24.55 FEET TO A POINT SET FOR CORNER;

THENCE SOUTH 22°31'43" EAST AND AT A DISTANCE OF 384.89 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 90°00'00" EAST AND AT A DISTANCE OF 2.04 FEET TO A POINT SET FOR CORNER;

THENCE SOUTH 45°10'15" EAST AND AT A DISTANCE OF 96.97 FEET TO A POINT SET FOR CORNER;

THENCE SOUTH 61°43'01" WEST AND FOLLOWING ALONG THE NORTHWESTERNLY RIGHT OF WAY LINE OF OLD LAWSON ROAD AT A DISTANCE OF 14.00 FEET TO A POINT SET FOR CORNER;

THENCE SOUTH 61°43'02" WEST AND FOLLOWING ALONG THE NORTHWESTERNLY RIGHT OF WAY LINE OF OLD LAWSON ROAD AT A DISTANCE OF 291.21 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 86°47'03" WEST AND FOLLOWING ALONG THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 20 AT A DISTANCE OF 1076.23 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 83°43'18" WEST AND FOLLOWING ALONG THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 20 AT A DISTANCE OF 761.38 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 83°43'20" WEST AND AT A DISTANCE OF 35.99 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 19°11'37" WEST AND AT A DISTANCE OF 31.27 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 19°11'40" WEST AND AT A DISTANCE OF 12.97 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 43°56'14" EAST AND FOLLOWING THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD AT A DISTANCE OF 15.95 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 43°56'15" EAST AND FOLLOWING THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD AT A DISTANCE OF 58.39 FEET TO A POINT SET FOR CORNER;

W Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS ■ SURVEYORS
 5716 HILLCREST BLVD. DRIVE, SUITE 310 DALLAS, TEXAS 75206 (972) 892-7000 FAX (972) 892-7008
 Texas Engineers Registration No. 89
 Texas Surveyors No. 10284600 Expires 12-31-20
 COPYRIGHT © 2020, Winkelmann & Associates, Inc.

Scale :
 Date : 01.02.20
 Dwg. File : 78104.0A - IH20 - Discription Exhibit
 Project No. : 78104.0A

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.


BOUNDARY EXHIBIT
 34.366 ACRES
 (1,496,983 SQ. FT.)

IH20 LP, LLC
 2030 MAIN ST, SUITE 342
 DALLAS, TEXAS

SHEET
 2
 OF
 3

EXHIBIT A (3 OF 3)

THENCE NORTH 45°46'15" WEST AT A DISTANCE OF 10.00 FEET TO A POINT SET FOR CORNER;
 THENCE NORTH 44°13'54" EAST AND FOLLOWING THE SOUTHEASTERLY RIGHT OF WAY LINE OF
 LAWSON ROAD AT A DISTANCE OF 108.74 FEET TO A POINT SET FOR CORNER;
 THENCE NORTH 44°13'44" WEST AND FOLLOWING THE SOUTHEASTERLY RIGHT OF WAY LINE OF
 LAWSON ROAD AT A DISTANCE OF 522.22 FEET TO A POINT SET FOR CORNER; SAID POINT
 BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1290.02
 FEET, A CENTRAL ANGLE OF 31°17'16", AND A CHORD BEARING NORTH 59°52'22" EAST AT A
 DISTANCE OF 704.44 FEET;
 THENCE NORTH 75°31'00" EAST AND FOLLOWING ALONG THE SOUTHEASTERLY RIGHT OF WAY
 LINE OF LAWSON ROAD AT A DISTANCE OF 224.69 FEET TO A POINT SET FOR CORNER;
 THENCE NORTH 75°30'59" EAST AND FOLLOWING ALONG THE SOUTHEASTERLY RIGHT OF WAY
 LINE OF LAWSON ROAD AT A DISTANCE OF 224.69 FEET TO THE POINT OF BEGINNING AND
 CONTAINING 34.366 ACRES OF LAND, MORE OR LESS;

 <p>Winkelmann & Associates, Inc. CONSULTING CIVIL ENGINEERS & SURVEYORS <small>8716 HILLCREST BLVD. SUITE 310 DALLAS, TEXAS 75243</small> <small>TEXAS ENGINEERS REGISTRATION NO. 89</small> <small>TEXAS SURVEYORS NO. 10086600 EXPIRES 12-31-20</small> <small>COPYRIGHT © 2020, Winkelmann & Associates, Inc.</small></p>	<p>Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.</p>	<p align="center">BOUNDARY EXHIBIT 34.366 ACRES (1,496,983 SQ. FT.)</p>	<p align="center">SHEET 3 OF 3</p>
<p>Scale : Date : 01.02.20 Dwg. File : 78104.0A - IH20 - Discription Exhibit Project No. : 78104.0A</p>		<p align="center">IH20 LP, LLC 2030 MAIN ST, SUITE 342 DALLAS, TEXAS</p>	

\\781\04\0A\20\ENGINEERING\Exhibits

EXHIBIT "C"
BUILDING ELEVATIONS



01 FRONT ELEVATION
 1/8" = 1'-0"

DRAFT CONCEPT ELEVATION FOR ILLUSTRATION
 PURPOSES ONLY. CITY AND DEVELOPER AGREE
 ELEVATIONS ARE SUBJECT TO CHANGE.



IH 20 FRONTAGE RD & LAWSON RD
 MESQUITE, TEXAS

GSD ARCHITECTS, P.C. (A PROFESSIONAL SERVICE CORPORATION) HAS PREPARED THESE DRAWINGS FOR THE PURPOSES OF CONSTRUCTION. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
PRELIMINARY PLAN NOT FOR CONSTRUCTION
ELEV01 DATE: 06-20-18 SCALE: AS SHOWN

EXHIBIT “D”

Estimated Costs of the Infrastructure Improvements & Other TIRZ Items

EXHIBIT D - Estimated Costs of the Infrastructure Improvements & Other TIRZ Items*	
Mesquite IH-20 Retail	
October 2023 DRAFT	
Category**	Estimated Project Costs
Excavation & Grading - clearing and grubbing site	\$ 200,000
Retaining Walls - installation of necessary retaining walls along developable property line	\$ 1,500,000
Traffic Signal - Proposed traffic signal as shown on Concept Plan.	\$ 1,000,000
Storm Water Improvements - improvements necessary to collect offsite runoff	\$ 1,950,000
Creek Enhancements - installation of turf matting along creek banks for erosion control	\$ 400,000
Waters of the US Mitigation	\$ 2,325,000
Contingency - to be used in any line item	\$ 625,000
Total Estimated Costs - including interest, design, inspection fees, supervision, engineering, planning, legal, contingency, etc.	\$ 8,000,000
<p>*Current TIRZ estimates are based on the Concept Plan and TIRZ items identified to date. TIRZ estimates will most definitely change once all TIRZ work is fully designed and engineered, once full construction drawings are completed, and once hard pricing is received.</p> <p>**This list is a list of current contemplated categories of TIRZ items. Additional eligible TIRZ line items are allowed to be added to this list as they are identified as development of the City Property progresses. Estimated cost figures may be moved from one line item to another line item.</p>	



VG-364-2023-202300259102

Dallas County
John F. Warren
Dallas County Clerk

✓ Instrument Number: 202300259102

Real Property Recordings

Recorded On: December 28, 2023 12:49 PM

Number of Pages: 29

" Examined and Charged as Follows: "

Total Recording: \$134.00

RECEIVED

JAN 09 2024

CITY OF MESQUITE
CITY SECRETARY

***** 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: 202300259102
Receipt Number: 20231228000548
Recorded Date/Time: December 28, 2023 12:49 PM
User: Pamela G
Station: CC149

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

EXHIBIT "E"

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.

MEMORANDUM OF AGREEMENT AND COVENANT

THE STATE OF TEXAS

§

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF DALLAS

§

THIS MEMORANDUM OF AGREEMENT AND COVENANT (this "Memorandum") is made and entered into as of the 13 day of December, 2023, between and among CITY OF MESQUITE, TEXAS, (the "City"), BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER 12, CITY OF MESQUITE, TEXAS (IH-20 BUSINESS PARK) (the "Board"), and IH 20 IP, LLC, a Texas limited liability company and/or its successors and assigns (the "IH 20"). (collectively referred to herein as the "Parties").

1. TIRZ Agreement. The Parties entered into that certain TIRZ #12 Reimbursement Agreement, Repurchase Option Agreement, and Chapter 380 Incentive and Performance Agreement, IH 20, LP (IH-20 Retail) having an effective date of Oct. 23, 2023 (the "Agreement") affecting approximately 34.3660 acres owned by the City and to be conveyed to IH 20 as a Chapter 380 economic development incentive grant and described on Exhibit A attached hereto (the "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, IH 20's obligation to construct certain infrastructure to serve the tract and certain facilities on the Tract.

3. Covenant for Building Material Regulations. IH 20, as grantee of the 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 Tract, as set forth in the Agreement, the City's zoning regulations, including but not limited to Planned Development Zoning Ordinance No. 4969, as may be amended, 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 12, City of Mesquite, Texas (IH-20 Retail) and the 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 Tract.

4. Binding Effect. This Memorandum shall run with title to the Tract and be binding on the successors in title to, and future owners of the 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 13 day of December, 2023.

CITY:

CITY OF MESQUITE, TEXAS

ATTEST:

Sonja Land
Name: Sonja Land
Title: City Secretary

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

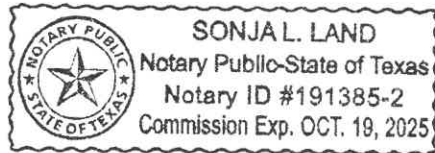
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on Dec. 13, 2023, by Cliff Keheley, City Manager of the City of Mesquite, Texas, a Texas home rule municipality, on behalf of said home rule municipality.

Sonja L. Land
NOTARY PUBLIC, State of Texas

My Commission Expires:

Notary Seal



BOARD:

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

ATTEST:

Sonja Land
Name: Sonja Land
Title: City Secretary

By: Daniel Alemán, Jr
Name: Daniel Alemán, Jr
Title: Chairman

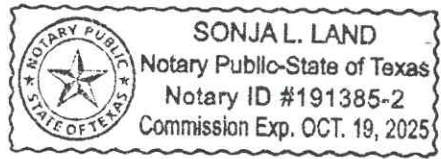
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on Dec. 13, 2023, by Daniel Alemán, Jr, Reinvestment Zone Number 12, City of Mesquite Board Chairman, on behalf of said Board.

Sonja L. Land
NOTARY PUBLIC, State of Texas

My Commission Expires:

Notary Seal



IH 20:

IH 20 IP, LLC , a Texas limited liability company

By: 42 BP, LP, a Texas limited partnership, a Manager of IH 20 IP, LLC

By: [Signature]
Name: Scott Rohrman
Title: Manager of the GP of 42 BP, LP

AND

By: SLJ Equities, LLC, a Texas limited liability company, a Manager of IH 20 IP, LLC

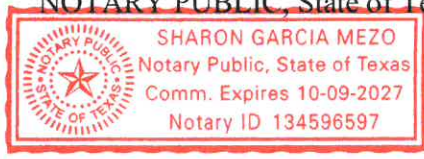
By: [Signature]
Name: Louis H. Lebowitz
Title: President of SLJ Equities, LLC

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 6th, 2023, by Scott Rohrman, as the Manager of the GP of 42 BP, LP as a Manager of IH 20 IP, LLC, on behalf of said entities.

My Commission Expires: 10-9-2027

Notary Seal

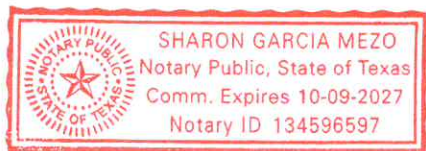
[Signature]
NOTARY PUBLIC, State of Texas


STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 7th, 2023, by Louis H. Lebowitz, as the President of SLJ Equities, LLC as a Manager of IH 20 IP, LLC, on behalf of said entities.

10-9-2027

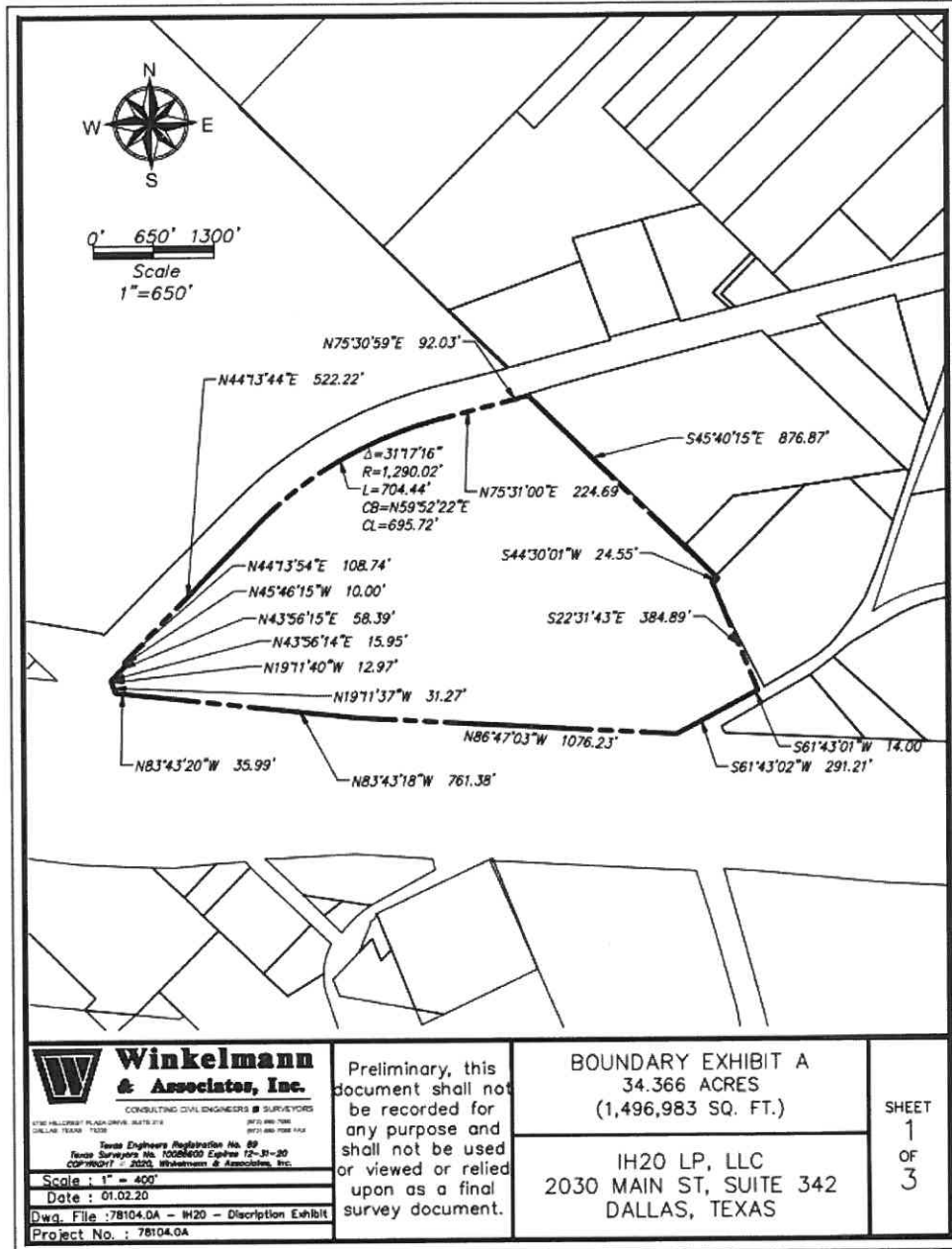
[Signature]
NOTARY PUBLIC, State of Texas
Page 41



My Commission Expires:

Notary Seal:

EXHIBIT A
LEGAL DESCRIPTION OF 34.3660 ACRES OF THE TRACT



G:\781\04\04\120\ENGINEERING\Exhibits

IH 20 SURVEY DESCRIPTION
 STATE OF TEXAS §
 COUNTY OF DALLAS §

EXHIBIT A (2 OF 3)

BEING A TRACT OR PARCEL OF LAND SITUATED IN THE JOHN M. HARDING SURVEY, ABSTRACT NO. 569

BEGINNING AT A POINT SET FOR CORNER IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD (VARIABLE WIDTH RIGHT-OF-WAY AT THIS POINT)

THENCE SOUTH 45°40'15" EAST AND AT A DISTANCE OF 1876.87 FEET TO A POINT SET FOR CORNER;

THENCE SOUTH 44°30'01" WEST AND AT A DISTANCE OF 24.55 FEET TO A POINT SET FOR CORNER;

THENCE SOUTH 22°31'43" EAST AND AT A DISTANCE OF 384.89 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 90°00'00" EAST AND AT A DISTANCE OF 2.04 FEET TO A POINT SET FOR CORNER;

THENCE SOUTH 45°10'15" EAST AND AT A DISTANCE OF 96.97 FEET TO A POINT SET FOR CORNER;

THENCE SOUTH 61°43'01" WEST AND FOLLOWING ALONG THE NORTHWESTERNLY RIGHT OF WAY LINE OF OLD LAWSON ROAD AT A DISTANCE OF 14.00 FEET TO A POINT SET FOR CORNER;

THENCE SOUTH 61°43'02" WEST AND FOLLOWING ALONG THE NORTHWESTERNLY RIGHT OF WAY LINE OF OLD LAWSON ROAD AT A DISTANCE OF 291.21 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 86°47'03" WEST AND FOLLOWING ALONG THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 20 AT A DISTANCE OF 1076.23 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 83°43'18" WEST AND FOLLOWING ALONG THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 20 AT A DISTANCE OF 761.38 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 83°43'20" WEST AND AT A DISTANCE OF 35.99 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 19°11'37" WEST AND AT A DISTANCE OF 31.27 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 19°11'40" WEST AND AT A DISTANCE OF 12.97 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 43°56'14" EAST AND FOLLOWING THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD AT A DISTANCE OF 15.95 FEET TO A POINT SET FOR CORNER;

THENCE NORTH 43°56'15" EAST AND FOLLOWING THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD AT A DISTANCE OF 58.39 FEET TO A POINT SET FOR CORNER;



 Winkelmann & Associates, Inc. <small>CONSULTING CIVIL ENGINEERS ■ SURVEYORS</small> <small>5730 HILLCREST PLAZA DRIVE SUITE 318 DALLAS, TEXAS 75206 (972) 890-7000 (972) 890-7009 FAX</small> <small>Texas Engineers Registration No. 89</small> <small>Texas Surveyors No. 1008600 Expires 12-31-20</small> <small>COPYRIGHT © 2020 Winkelmann & Associates, Inc.</small>	Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.	BOUNDARY EXHIBIT 34.366 ACRES (1,496,983 SQ. FT.)	SHEET 2 OF 3
		IH20 LP, LLC 2030 MAIN ST, SUITE 342 DALLAS, TEXAS	
Scale : Date : 01.02.20 Dwg. File : 78104.0A - IH20 - Description Exhibit Project No. : 78104.0A			

EXHIBIT A (3 OF 3)

THENCE NORTH 45°46'15" WEST AT A DISTANCE OF 10.00 FEET TO A POINT SET FOR CORNER;
 THENCE NORTH 44°13'54" EAST AND FOLLOWING THE SOUTHEASTERLY RIGHT OF WAY LINE OF
 LAWSON ROAD AT A DISTANCE OF 108.74 FEET TO A POINT SET FOR CORNER;
 THENCE NORTH 44°13'44" WEST AND FOLLOWING THE SOUTHEASTERLY RIGHT OF WAY LINE OF
 LAWSON ROAD AT A DISTANCE OF 522.22 FEET TO A POINT SET FOR CORNER; SAID POINT
 BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1290.02
 FEET, A CENTRAL ANGLE OF 31°17'16", AND A CHORD BEARING NORTH 59°52'22" EAST AT A
 DISTANCE OF 704.44 FEET;
 THENCE NORTH 75°31'00" EAST AND FOLLOWING ALONG THE SOUTHEASTERLY RIGHT OF WAY
 LINE OF LAWSON ROAD AT A DISTANCE OF 224.69 FEET TO A POINT SET FOR CORNER;
 THENCE NORTH 75°30'59" EAST AND FOLLOWING ALONG THE SOUTHEASTERLY RIGHT OF WAY
 LINE OF LAWSON ROAD AT A DISTANCE OF 224.69 FEET TO THE POINT OF BEGINNING AND
 CONTAINING 34.366 ACRES OF LAND, MORE OR LESS;

 <p>Winkelmann & Associates, Inc. <small>CONSULTING CIVIL ENGINEERS ■ SURVEYORS</small> <small>8710 VILLOREST PLAZA DRIVE, SUITE 215 DALLAS, TEXAS 75243</small> <small>TEXAS ENGINEERS REGISTRATION NO. 89 TEXAS SURVEYORS NO. 10088600 Expires 12-31-20 COPYRIGHT © 2020, Winkelmann & Associates, Inc.</small></p> <p>Scale : Date : 01.02.20 Dwg. File : 78104.0A - IH20 - Discription Exhibit Project No. : 78104.0A</p>	<p>Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.</p>	<p align="center">BOUNDARY EXHIBIT 34.366 ACRES (1,496,983 SQ. FT.)</p> <hr/> <p align="center">IH20 LP, LLC 2030 MAIN ST, SUITE 342 DALLAS, TEXAS</p>	<p align="center">SHEET 3 OF 3</p>
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EXHIBIT B
Planned Development Zoning Ordinance No. 4969

ORDINANCE NO. 4969
File No. Z0622-0244

AN ORDINANCE AMENDING THE MESQUITE ZONING ORDINANCE BY APPROVING A CHANGE OF ZONING FROM PLANNED DEVELOPMENT – ORDINANCE NO. 3530 TO PLANNED DEVELOPMENT - GENERAL RETAIL TO ALLOW FOR RETAIL DEVELOPMENT WITH MODIFICATIONS AND ALLOW CERTAIN USES PERMITTED BY RIGHT IN THE GENERAL RETAIL ZONING DISTRICT ON PROPERTY LOCATED AT 4300 LAWSON ROAD; REPEALING ORDINANCE NO. 3530; REPEALING ALL OTHER 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. That the subject property is described as being approximately 35 acres of land more fully described in the legal description attached as Exhibit A, located at 4300 Lawson Road in the City of Mesquite, Dallas County, Texas (the “**Property**”), and generally located southeast of Lawson Road and north of IH-20.

SECTION 2. That the Mesquite Zoning Ordinance is amended by approving a change of zoning for the Property from Planned Development – Ordinance No. 3530 to Planned Development - General Retail (“**PD-GR**”) to allow a retail development with modifications and allow certain uses permitted by right in the General Retail Zoning District subject to the Development Standards, the Concept Plan 1, and the Concept Plan 2, attached hereto as Exhibits B, C, and D respectively and incorporated herein by reference.

SECTION 3. Ordinance No. 3530 is hereby repealed. All other ordinances, or portions thereof, of the City of Mesquite in conflict with the provisions of this ordinance, to the extent of such conflict are hereby repealed; otherwise, they shall remain in full force and effect.

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

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

SECTION 6. Any violation of the provisions or terms of this Ordinance by any "person," as defined in Mesquite City Code, Chapter 1, Section 1-2, shall be deemed a Class C Misdemeanor criminal offense, and upon conviction thereof, shall be subject to a penalty of fine, or any other general penalties, as provided in Mesquite Zoning Ordinance, Part 5, 5-100, Section 5-103 (General Penalties), or successor and as amended.

SECTION 7. This Ordinance shall be published in the City's official newspaper in accordance with Mesquite City Charter, Article IV, Section 24.


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 1st day of August 2022.



Daniel Alemán, Jr.
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:



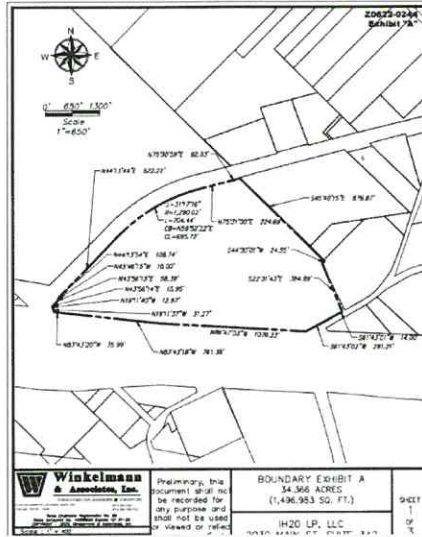
David L. Paschall
City Attorney

File No.: Z0622-0244
 Zoning Change

EXHIBIT A – LEGAL DESCRIPTION

Legal Descriptions will be provided in the ordinance for the following property:

4300 Lawson Road



IH 20 SURVEY DESCRIPTION STATE OF TEXAS § 9 COUNTY OF DALLAS § 9		EXHIBIT A (2 OF 3)	Z0622-0244 Exhibit "A"			
BEING A TRACT OR PARCEL OF LAND SITUATED IN THE JOHN M. HARDING SURVEY, ABSTRACT NO. 569						
BEGINNING AT A POINT SET FOR CORNER IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD (VARIABLE WIDTH RIGHT-OF-WAY AT THIS POINT)						
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		EXHIBIT A (3 OF 3)	Z0622-0244 Exhibit "A"			
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THENCE NORTH 44°13'54" EAST AND FOLLOWING THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD AT A DISTANCE OF 108.74 FEET TO A POINT SET FOR CORNER;						
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THENCE NORTH 75°31'00" EAST AND FOLLOWING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD AT A DISTANCE OF 224.69 FEET TO A POINT SET FOR CORNER;						
THENCE NORTH 75°30'59" EAST AND FOLLOWING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD AT A DISTANCE OF 224.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.366 ACRES OF LAND, MORE OR LESS;						
		Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.	<table border="1"> <tr> <td>BOUNDARY EXHIBIT 34.366 ACRES (1,496,983 SQ. FT.)</td> <td rowspan="2">SHEET 3 OF 3</td> </tr> <tr> <td>IH20 LP, LLC 2030 MAIN ST, SUITE 342 DALLAS, TEXAS</td> </tr> </table>	BOUNDARY EXHIBIT 34.366 ACRES (1,496,983 SQ. FT.)	SHEET 3 OF 3	IH20 LP, LLC 2030 MAIN ST, SUITE 342 DALLAS, TEXAS
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IH20 LP, LLC 2030 MAIN ST, SUITE 342 DALLAS, TEXAS						

FILE NO.: Z0622-0244
EXHIBIT B – PD STANDARDS

This Planned Development General Retail (PD-GR) must adhere to all conditions of the City of Mesquite, Texas, Mesquite City Code, including but not limited to the Mesquite Zoning Ordinance (MZO), as amended, and adopts General Retail base district standards consistent with the Concept Plans attached hereto and incorporated herein as **EXHIBITS "C" AND "D,"** and the standards identified below, which apply to this PD-GR district. Where these regulations conflict with or overlap another ordinance, the more stringent restriction will control.

1. Concept Plan. Two Concept Plans for the Property are attached hereto as **EXHIBITS "C" AND "D,"** though the ultimate Site Plan for the Property may differ. Permissible Building Area ("PBA") sizes and locations shown on **EXHIBITS "C" AND "D"** may be modified provided the parking and other development standards are met. In the event of a conflict between the provisions of this ordinance and **EXHIBITS "C" AND "D,"** the provisions of this ordinance control.
2. Permitted Land Uses. The permitted uses on the Property include the permitted uses in the General Retail District classification ("GR") as set out in the MZO, and those permitted uses on the Property are subject to the same requirements as set out in the MZO. Prohibited uses on the Property are identified in Section 3 below.
 - a. The permitted uses requiring a conditional use permit ("CUP") as set out in the MZO, also require a CUP for the use to be permitted on the Property unless permitted in subsection 2.b below.
 - b. The following uses are permitted on the Property:
 - (1) Car washes, except self-service car washes are prohibited (does not preclude self-service vacuum provided with a non-self-service carwash).
 - (2) Alcohol sales of any kind in compliance with City ordinances and alcohol elections in effect at time of application for alcohol sales.
 - (3) Convenience stores with fuel sales. Maximum of one convenience store is permitted within the PD. One convenience store with refueling shall be permitted and be allowed to have a maximum of 12 fuel pumps (24 fueling positions). Any additional convenience stores(s) shall require approval of a Conditional Use Permit.
 - (4) A grocery store may have accessory fuel sales (no more than 24 fueling positions) as an accessory use to a grocery store.
 - (5) Electric vehicle charging stations.
3. Prohibited Land Uses. The following uses are prohibited on the Property:
 - a. SIC Code 40: Railroad Passenger Terminal
 - b. SIC Code 61: Alternative Financial Institutions
 - c. SIC Code 593: Used Merchandise
 - d. SIC Code 593a: Pawnshops
 - e. SIC Code 5993: Tobacco Stores
 - f. SIC Code 5947: Gift, Novelty, Souvenir Shops
 - g. SIC Code 5999g: Paraphernalia Shops

FILE NO.: Z0622-0244
EXHIBIT B – PD STANDARDS

4. A cross access easement shall be provided on each lot at the time of development as appropriate with a reasonable standard. Cross access easements may be controlled through a reciprocal easement agreement and are not required to be platted.
5. The minimum number of off-street parking spaces shall be provided as required by Section 3-400 of the Mesquite Zoning Ordinance (MZO) except that one parking space per 250-square feet of gross floor area shall be provided for retail, restaurant, and personal service uses. Reduction in this requirement may be provided as authorized by Section 3-403 of the MZO, or by receiving a Special Exception from the Board of Adjustment.
6. District Screening. District screening may be accomplished through one or more of the following:
 - (1) As required by MZO, Section 1A-303.A.
 - (2) Use of existing mature trees that provide a permanent visual barrier. Existing vegetation along the northeast and east property line, which, shall be preserved to provide at a minimum one (1) row of trees to provide screening. Should the existing vegetation be removed or altered for any reason, and it no longer provides a single row of trees as screening, a buffer tree line shall be established along the developable property line as shown on the Concept Plan. Trees in the buffer tree line shall be planted no more than 60 feet apart (on center). Trees, when planted, shall be a minimum of six (6) feet in height at the time of planting. Trees in the buffer tree line shall be selected from the following list. A variety of 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

7. A chain-link fence with black vinyl coating or a wrought-iron fence shall be installed between the improved portions of the site and the adjacent floodplain located to the north and east.
8. Any tree preservation and mitigation requirements in an approved Development Agreement for the Property will overrule the requirements in Section 1A-400 of the MZO. If there is no Development Agreement or it does not include provisions for tree preservation and mitigation, Section 1A-400 of the MZO would apply.
9. Signage. All signage shall comply with the Mesquite Sign Ordinance except as modified below.

FILE NO.: Z0622-0244
EXHIBIT B – PD STANDARDS

- (1) Two multi-tenant Pylon Signs with a 35-foot maximum height and a maximum of 250 square feet each along IH20 are allowed. Signs permitted by this subsection may advertise any business located within the PD, regardless of individual lot lines, without being considered off-premises (billboard) signage.
 - (2) One multi-tenant Pylon Sign with a 20' maximum height and a maximum of 200 square feet along Lawson Rd is allowed. Signs permitted by this subsection may advertise any business located within the PD, regardless of individual lot lines, without being considered off-premises (billboard) signage.
 - (3) One monument sign with a 10' maximum height and maximum of 100 square feet is permitted on each lot.
10. Architectural Design Requirements. *Mechanical equipment.* Screening for roof-mounted units shall be incorporated with the building façade.
11. Canopies. An unenclosed canopy for drive-through or pick up services for a service station, grocery store, restaurant, day care center, hospital, or business with similar operating characteristics may be placed with a minimum 25-foot setback from any street right-of-way line and may exceed the maximum height and size requirements in Section 3-700 of the MZO.
12. Amenities. A minimum of four amenities from the list below must be installed within the PD prior to issuance of a Certificate of Occupancy for any structure or structures that result in the total building square footage of the PD exceeding 20,000 square feet. To obtain credit, all standards must be met. All proposed amenities shall be identified on the Site Plan.
- a. Bicycle parking.
 - (1) A minimum of two (2) bicycle parking spaces or 5% of the required off-street parking spaces shall be provided, whichever is greater, up to a maximum of ten (10);
 - (2) Each bicycle parking space shall include a minimum area of 72 inches in length and 24 inches in width that is clear of obstructions;
 - (3) Bicycle parking shall consist of either a lockable enclosure (locker) in which the bicycle is stored or a rack to which the bicycle can be locked;
 - (4) Lockers and racks shall be securely anchored to the pavement or a structure;
 - (5) Racks shall be designed and installed to support the bicycle upright by its frame in a manner that will not cause damage to the wheels and to permit the frame and one or both wheels to be secure;
 - (6) Areas containing bicycle parking shall be surfaced with impervious surface;
 - (7) When located within a parking area: curbs, fences, planter areas, bumpers, or similar barriers shall be installed and maintained for the mutual protection of bikes, motor vehicles, and pedestrians, unless determined by the Director to be unnecessary; and
 - (8) Bicycle parking shall be placed in a convenient, highly visible, active, and well-lit location not more than 300 feet walking distance from the main entrance, but shall not interfere with pedestrian movements or accessible routes.
 - b. Pedestrian Seating.

FILE NO.: Z0622-0244
EXHIBIT B – PD STANDARDS

- (1) A minimum of one permanent pedestrian seating feature (such as a bench) shall be provided for each 500 linear feet of sidewalk/trail, or a fraction thereof; Pedestrian seating which is provided at building entrances do not count towards fulfilling this requirement;
 - (2) Each pedestrian seating feature shall provide a minimum of three (3) Seats and shall not interfere with pedestrian movements;
 - (3) All pedestrian seating used should be selected from the same or a similar design "family" as other site furnishings (such as benches, bollards, bike racks, etc.) and should be finished or painted to complement other site furnishings; and
 - (4) All pedestrian seating shall be maintained by the property owner.
- c. **Trash Receptacles.**
- (1) A minimum of one permanent trash receptacle shall be provided for each 500 linear feet of sidewalk/trail, or a fraction thereof. Trash receptacles which are provided at building entrances do not count towards fulfilling this requirement;
 - (2) Trash receptacles shall not interfere with pedestrian movements;
 - (3) All trash receptacles used should be selected from the same or a similar design "family" as other site furnishings (such as benches, bollards, bike racks, etc.) and should be finished or painted to complement other site furnishings;
 - (4) Trash receptacle construction should use durable, high-quality materials, such as galvanized or stainless steel; and
 - (5) All trash receptacles shall be maintained by the property owner.
- d. **Enhanced pavement materials.** Enhanced pavement materials shall be provided at all vehicular access points from public right-of-ways into the development and at all pedestrian crossing locations on the interior of the development. Enhanced pavement may be in the form of brick pavers, stamped and stained concrete with the appearance of hand laid units, or other material as approved by the Director.
- e. **Public gathering space.**
- (1) A minimum of 250 square feet or 10 square feet for each 500 square feet of gross floor area of the primary structure, whichever is greater, shall be provided for a public gathering space;
 - (2) The public gathering space shall provide a minimum of one seat for each 50 square feet of the public gathering space, or a fraction thereof;
 - (3) Shade trees shall be provided at a ratio of one tree for each 100 square feet of provided area, or a fraction thereof;
 - (4) A minimum of one trash receptacle shall be provided within the public gathering space;
 - (5) Curbs, fences, planter areas, bumpers, or similar barriers shall be installed and maintained for the mutual protection of motor vehicles and pedestrians, unless determined by the Director to be unnecessary; and
 - (6) The public gathering area shall be placed in a convenient, highly visible, active, and well-lit location but shall not interfere with pedestrian movements.

FILE NO.: Z0622-0244
EXHIBIT B – PD STANDARDS

- f. *Outdoor dining area.*
- (1) An outdoor dining area, including dining tables and seating, located mostly or completely outside shall be provided. The total outdoor dining area shall not be less than 10% of the gross square footage of the business; and
 - (2) Curbs, fences, planter areas, bumpers, or similar barriers shall be installed and maintained for the mutual protection of motor vehicles and pedestrians, unless determined by the Director to be unnecessary.
- g. *Play area.*
- (1) A minimum of 300 square feet, or 20 square feet for each 500 square feet of gross floor area of the primary structure, of contiguous area shall be provided for the play area, whichever is greater at the time exceeding 20,000 square feet of building square footage;
 - (2) A minimum of one permanent play feature or apparatus, which may be considered active or passive playground design, must be provided within the designated play area;
 - (3) The play area shall be enclosed with fencing, planters, or similar barriers, unless determined by the Director to be unnecessary;
 - (4) The play area shall be placed in a convenient, highly visible, active, and well-lit location but shall not interfere with pedestrian movements; and
 - (5) The play area may be located indoors or outdoors.
- h. *Art feature.*
- (1) An art feature may include a monument, sculpture, mural, or any artistic display. The art feature must have clear identification indicating its status as art (creator, dedication, year, materials, etc.);
 - (2) The art feature shall be located where it is highly visible and accessible to the public; and
 - (3) The art shall be maintained in good order for the life of the principal structure.
- i. *Water feature.*
- (1) A water feature may include a fountain, stream, waterwall, splash pad, or other attractive feature that utilizes water;
 - (2) The water feature shall be located where it is highly visible and accessible to the public; and
 - (3) The water feature shall be maintained in good order for the life of the principal structure.
- j. *Other.* Other amenities may be allowed as approved by the Director of Planning and Development.

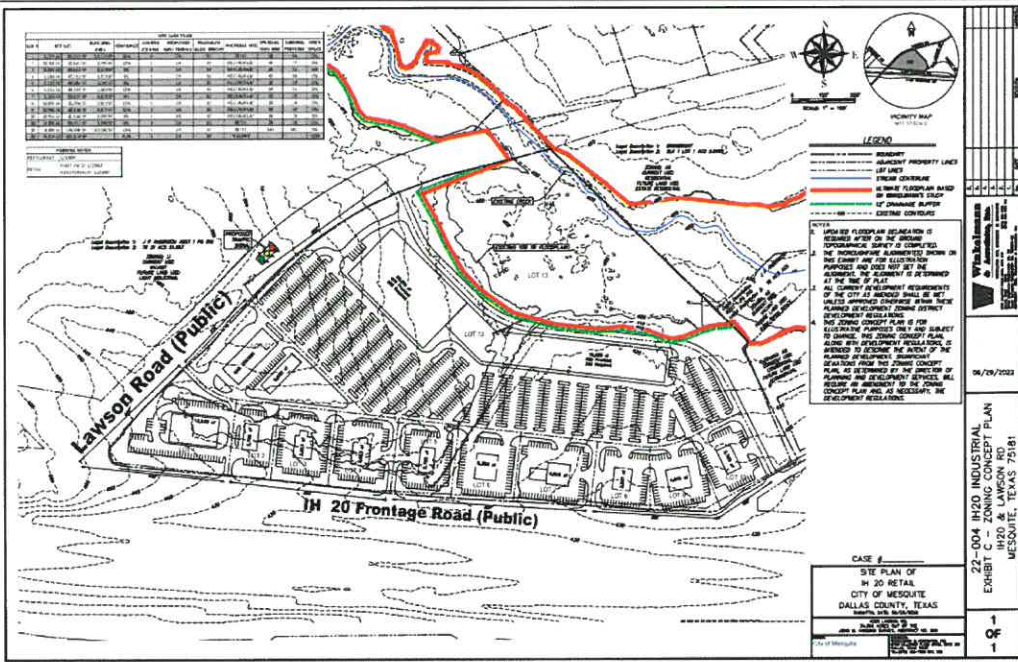
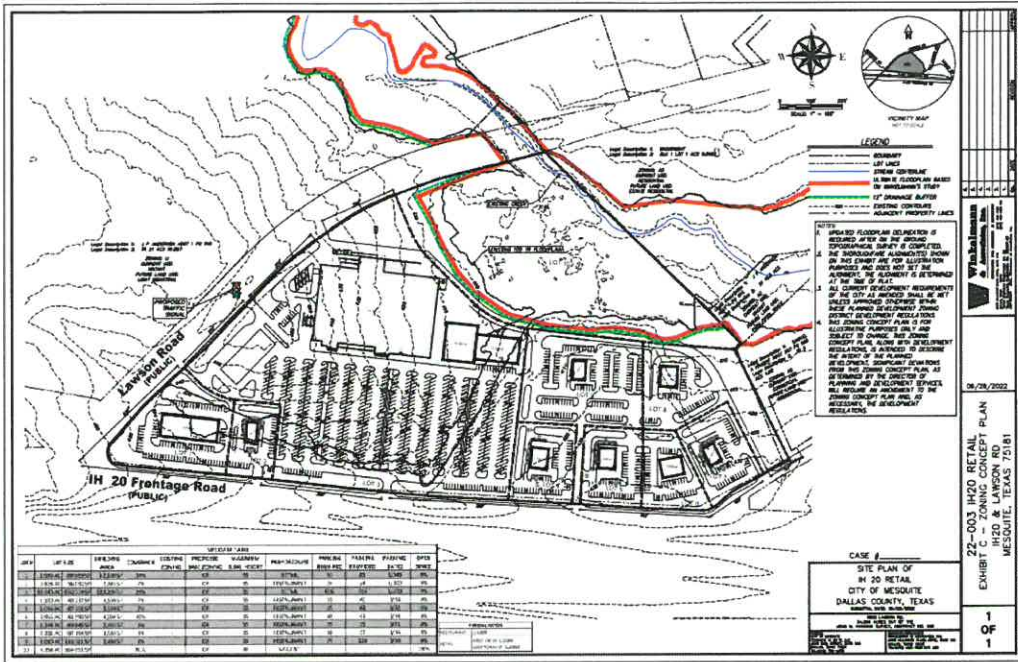


EXHIBIT F
FORM OF SPECIAL WARRANTY DEED

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.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF DALLAS §

THIS SPECIAL WARRANTY DEED ("**Deed**") is made as of the ____ day of _____, 2023 (the "**Effective Date**"), by the **City of Mesquite, Texas**, a Texas municipal corporation (hereinafter referred to as "**Grantor**"), and _____, a _____ (hereinafter referred to as "**Grantee**"), whose mailing address is _____.

FOR AND IN CONSIDERATION of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor has SOLD, CONVEYED, and GRANTED, and by these presents does hereby SELL, CONVEY, and GRANT, unto Grantee, its successors and assigns, subject to the Permitted Exceptions (defined below), that certain real property in Dallas County, Texas, which is described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**"), together with any improvements located in, on, or under the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, its successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors, executors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the Property unto the Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters listed on **Exhibit B** attached to and incorporated in this Deed by reference, to the extent the same are valid, subsisting, and affect the Property (the "**Permitted Exceptions**"); and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN, AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE, THE REPRESENTATIONS AND THE OTHER WARRANTIES SET FORTH IN THIS DEED AND

GRANTOR'S REPRESENTATIONS, WARRANTIES, AND COVENANTS EXPRESSLY SET FORTH IN THE "PURCHASE AND SALE AGREEMENT" DATED _____, 2023 BETWEEN GRANTOR, AS SELLER, AND GRANTEE, AS PURCHASER, RELATING TO THE SALE AND CONVEYANCE OF THE PROPERTY (THE "**EXPRESS WARRANTIES**"), GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, GRANTOR DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF TEXAS OR THE UNITED STATES, AND ANY REGULATIONS ADOPTED PURSUANT THERETO, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. Grantee accepts the Property in its present AS-IS condition WITH ALL FAULTS, subject to the Express Warranties.

Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey the Property to the Grantee.

EXECUTED AND DELIVERED to be effective as of the Effective Date.

EXHIBIT "G"

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.

REPURCHASE OPTION MEMORANDUM

THE STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF DALLAS §

REPURCHASE OPTION MEMORANDUM (this "Memorandum") is executed this ___ day of _____, 202__ by **IH 20 IP, LLC**, a Texas limited liability company and/or its successors and assigns ("Optionor"), and by **THE CITY OF MESQUITE, TEXAS** ("Optionee").

This Memorandum is placed of record solely to provide notice that Optionor has granted to Optionee an option (the "Option") to become the owner of, or be paid by Optionor for, the property described on Exhibit A hereto (the "Property") in accordance with the terms and subject to the conditions of an unrecorded TIRZ #12 Reimbursement Agreement, Repurchase Option Agreement, and Chapter 380 Incentive and Performance Agreement, IH 20, LP (IH-20 Retail) having an effective date of _____, 2023, executed by Optionor and Optionee (the "Agreement").

The term of the Option (the "Term") expires on the earlier of (i) December 31, 2051, or (ii) the date all parties have fully satisfied their respective obligations in the Agreement, subject to extension for certain "Force Majeure" conditions as defined and provided in the Agreement, unless sooner terminated as provided in the Agreement.

Upon request, and although not required to evidence that the Option, the Agreement, all of Optionee's rights thereunder, and this Memorandum have been terminated, Optionee will execute, cause to be acknowledged, and deliver to Optionor within five (5) days of request therefor, a recordable release of this Memorandum; provided, however, if Optionee fails to execute, cause to be acknowledged, and deliver to Optionor such recordable release within such five (5) day period, then Optionor may execute, record and provide Optionee with a copy of a sworn written statement affirming that the Option, the Agreement, all of Optionee's rights thereunder, and this Memorandum have been terminated. Such sworn statement of Optionee may be relied on by third parties unless Optionee executes, records and sends Optionor a copy of a contradictory sworn statement within ten (10) days after receiving a copy of Optionor's sworn written statement.

This Memorandum does not alter, amend, or modify the Agreement in any way. If there is an inconsistency between the provisions of this Memorandum and the Agreement, the provisions of the Agreement will control. This Memorandum is governed by the laws of the State of Texas. This Memorandum may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same agreement.

[Signature and Acknowledgement Pages Follow]

OPTIONEE:

CITY OF MESQUITE, TEXAS

ATTEST:

Name: Sonja Land
Title: City Secretary

By: _____
Name: Cliff Keheley
Title: City Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2023, 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:

Notary Seal

OPTIONOR:

IH 20 IP, LLC , a Texas limited liability company

By: 42 BP, LP, a Texas limited partnership, a Manager of IH 20 IP, LLC

By: _____
Name: Scott Rohrman
Title: Manager of the GP of 42 BP, LP

By: SLJ Equities, LLC, a Texas limited liability company, a Manager of IH 20 IP, LLC

By: _____
Name: Louis H. Lebowitz
Title: President of SLJ Equities, LLC

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2023, by Scott Rohrman, as the Manager of the GP of 42 BP, LP as a Manager of IH 20 IP, LLC, on behalf of said entities.

NOTARY PUBLIC, State of Texas

My Commission Expires:

Notary Seal

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2023, by Louis H. Lebowitz, as the President of SLJ Equities, LLC as a Manager of IH 20 IP, LLC, on behalf of said entities.

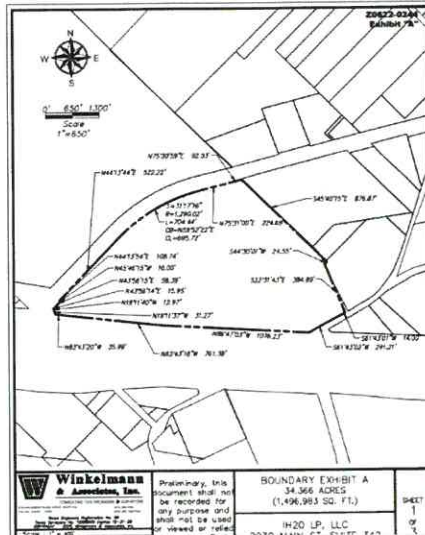
NOTARY PUBLIC, State of Texas

My Commission Expires:

Notary Seal:

EXHIBIT "A" PROPERTY DESCRIPTION

Legal Description and Depiction of the Property

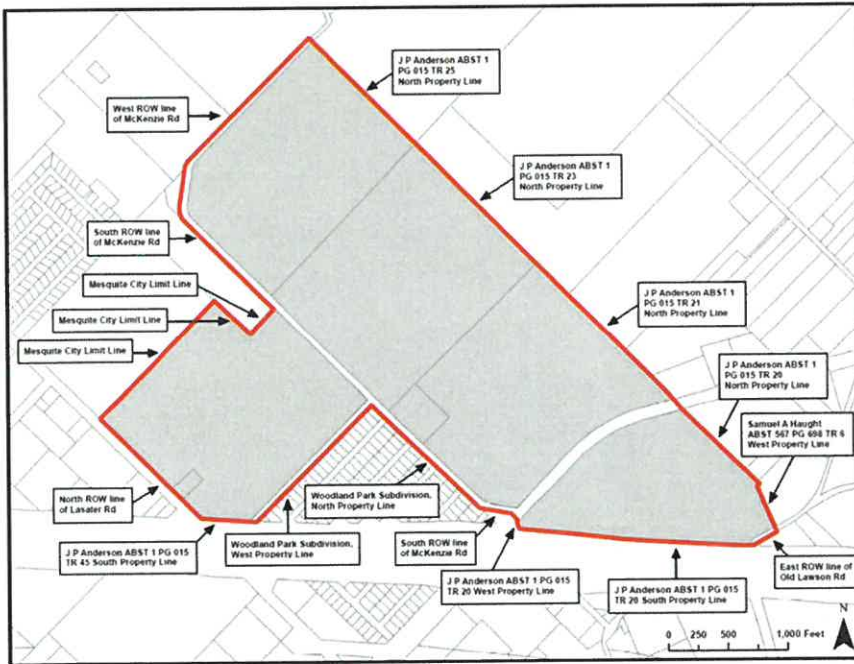


<p>IH 20 SURVEY DESCRIPTION EXHIBIT A (2 OF 3) Z0622-0244 STATE OF TEXAS § Exhibit "A" COUNTY OF DALLAS §</p> <p>BEING A TRACT OR PARCEL OF LAND SITUATED IN THE JOHN M. HARDING SURVEY, ABSTRACT NO. 569</p> <p>BEGINNING AT A POINT SET FOR CORNER IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD (VARIABLE WIDTH RIGHT-OF-WAY AT THIS POINT)</p> <p>THENCE SOUTH 45°40'15" EAST AND AT A DISTANCE OF 1876.87 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE SOUTH 44°30'01" WEST AND AT A DISTANCE OF 24.55 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE SOUTH 22°31'43" EAST AND AT A DISTANCE OF 384.89 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE NORTH 90°00'00" EAST AND AT A DISTANCE OF 2.04 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE SOUTH 45°10'15" EAST AND AT A DISTANCE OF 96.97 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE SOUTH 61°43'01" WEST AND FOLLOWING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF OLD LAWSON ROAD AT A DISTANCE OF 14.00 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE SOUTH 61°43'02" WEST AND FOLLOWING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF OLD LAWSON ROAD AT A DISTANCE OF 291.21 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE NORTH 86°47'03" WEST AND FOLLOWING ALONG THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 20 AT A DISTANCE OF 1076.23 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE NORTH 83°43'18" WEST AND FOLLOWING ALONG THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 20 AT A DISTANCE OF 761.38 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE NORTH 83°43'20" WEST AND AT A DISTANCE OF 35.99 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE NORTH 19°11'37" WEST AND AT A DISTANCE OF 31.27 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE NORTH 19°11'40" WEST AND AT A DISTANCE OF 12.97 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE NORTH 43°56'14" EAST AND FOLLOWING THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD AT A DISTANCE OF 15.95 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE NORTH 43°56'15" EAST AND FOLLOWING THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD AT A DISTANCE OF 58.39 FEET TO A POINT SET FOR CORNER;</p>	<p>Winkelmann & Associates, Inc. Surveyors 2030 Main St., Suite 342 Dallas, Texas 75201 Phone: (214) 750-3330 Fax: (214) 750-3331 Date: 09/20/20</p> <p>Preliminary. This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final.</p> <p>BOUNDARY EXHIBIT 34.366 ACRES (1,496,983 SQ. FT.)</p> <p>IH20 LP, LLC 2030 MAIN ST, SUITE 342</p> <p style="text-align: right;">SHEET 2 OF 3</p>
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<p style="text-align: right;">EXHIBIT A (3 OF 3) Z0622-0244 Exhibit "A"</p> <p>THENCE NORTH 45°46'15" WEST AT A DISTANCE OF 10.00 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE NORTH 44°13'54" EAST AND FOLLOWING THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD AT A DISTANCE OF 108.74 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE NORTH 44°13'44" WEST AND FOLLOWING THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD AT A DISTANCE OF 522.22 FEET TO A POINT SET FOR CORNER; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1290.02 FEET, A CENTRAL ANGLE OF 317°16", AND A CHORD BEARING NORTH 59°52'22" EAST AT A DISTANCE OF 704.44 FEET;</p> <p>THENCE NORTH 75°31'00" EAST AND FOLLOWING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD AT A DISTANCE OF 224.69 FEET TO A POINT SET FOR CORNER;</p> <p>THENCE NORTH 75°30'59" EAST AND FOLLOWING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF LAWSON ROAD AT A DISTANCE OF 224.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.366 ACRES OF LAND, MORE OR LESS.</p>	<p>Winkelmann & Associates, Inc. Surveyors 2030 Main St., Suite 342 Dallas, Texas 75201 Phone: (214) 750-3330 Fax: (214) 750-3331 Date: 09/20/20</p> <p>Preliminary. This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.</p> <p>BOUNDARY EXHIBIT 34.366 ACRES (1,496,983 SQ. FT.)</p> <p>IH20 LP, LLC 2030 MAIN ST, SUITE 342 DALLAS, TEXAS</p> <p style="text-align: right;">SHEET 3 OF 3</p>
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Exhibit "H"
Map depicting general location of property in the Zone

IH-20 Area Boundary



City of Mesquite, TX

IH-20 Area Boundary Description

Beginning at the southwest corner of Blk A Lot 2 Woodland Park Subdivision, thence:

Northeasterly along the west property line of Woodland Park Subdivision, said line also being the east ROW line of Como Drive, to the northwest corner of Blk B Lot 19 of Woodland Park Subdivision, thence:

Southeasterly along the north property line of Woodland Park Subdivision, said property line also being the south ROW line of McKenzie Road (Alexander Road), to a point where said property line departs the south ROW line of McKenzie Road (Alexander Road), thence:

Easterly along the south ROW line of McKenzie Road (Alexander Road) and continuing over and across Lawson Road to a point where said line reaches the west property line of John P. Anderson Survey, ABST 1 PG 015 Tract 20, thence:

Southwesterly along the west property line of John P. Anderson Survey, ABST 1 PG 015 Tract 20 where said property line transitions to the south property line of John P. Anderson Survey, ABST 1 PG 015 Tract 20, thence:

Easterly along the south property line of John P. Anderson Survey, ABST 1 PG 015 Tract 20, said property line also being the north ROW line of the IH-20 westbound service road, and continuing over and across Old Lawson Road to a point where said line reaches the west property line of Samuel A. Haught Survey, ABST 567 PG 698 Tract 13, thence:

Northeasterly for a distance of approximately 180 feet along the west property line of Samuel A. Haught Survey, ABST 567 PG 698 Tract 13, said property line also being the east ROW line of Old Lawson Road, to a point parallel with the west property line of Samuel A. Haught Survey, ABST 567 PG 698 Tract 6, thence:

Northwesterly, over and across Old Lawson Road, along the west property line of Samuel A. Haught Survey, ABST 567 PG 698 Tract 6 for a distance of approximately 410 feet to a corner, thence:

Northeasterly along the west property line of Samuel A. Haught Survey, ABST 567 PG 698 Tract 6 for a distance of approximately 30 feet for a corner, said corner also being a common corner of John P. Anderson Survey, ABST 1 PG 015 Tract 20, thence:

Northwesterly along the north property line of John P. Anderson Survey, ABST 1 PG 015 Tract 20 for a distance of approximately 900 feet for a shared corner of Wainwright Blk 1 Lot 1, thence:

Northwesterly, over and across Lawson Road, to a point where said line intersects with the northeast corner of John P. Anderson Survey, ABST 1 PG 015 Tract 21, thence:

Northwesterly along the north property line of John P. Anderson Survey, ABST 1 PG 015 Tract 21 for a distance of 1,250 feet where said property line becomes the common boundary line with Reinvestment Zone Number Fifteen, City of Mesquite, Texas (Solterra), and continuing along the common boundary line with Reinvestment Zone Number Fifteen, City of Mesquite, Texas (Solterra) to a point where said line intersects with the northeast corner of John P. Anderson Survey, ABST 1 PG 015 Tract 23, thence:

Northwesterly along the north property line of John P. Anderson Survey, ABST 1 PG 015 Tract 23, said property line also being the common boundary line with Reinvestment Zone Number Fifteen, City of Mesquite, Texas (Solterra) to a point where said property line intersects with the northeast corner of John P. Anderson Survey, ABST 1 PG 015 Tract 25, thence:

Northwesterly along the north property line of John P. Anderson Survey, ABST 1 PG 015 Tract 25, said property line also being the common boundary line with Reinvestment Zone Number Fifteen, City of Mesquite, Texas (Solterra), over and across McKenzie Road (Alexander Road), to a point where said line reaches the west ROW line of McKenzie Road (Alexander Road), thence:

Southwesterly along the west ROW line of McKenzie Road (Alexander Road) to a point of curvature and continuing south and southeast along the south ROW line of McKenzie Road (Alexander Road), said ROW line also being the corporate boundary line of the City of Mesquite, to a corner of John P. Anderson Survey, ABST 1 PG 015 Tract 45, thence:

Southwesterly along the corporate boundary line of the City of Mesquite, to a point where said corporate boundary line reaches the north ROW line of Lasater Road, thence:

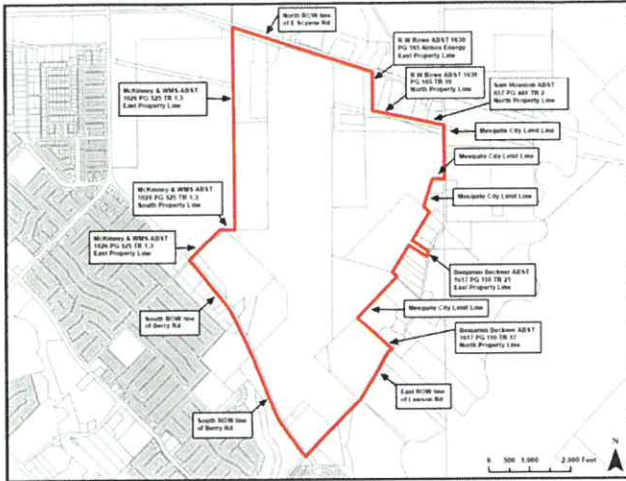
Southeasterly along the north ROW line of Lasater Road, said ROW line also being the corporate boundary line of the City of Mesquite, to a corner of John P. Anderson Survey, ABST 1 PG 015 Tract 45, thence:

Easterly along the south property line of John P. Anderson Survey, ABST 1 PG 015 Tract 45, said property line also being the north ROW line of the IH-20 westbound service road, continuing over and across Como Drive to the southwest corner of Blk A Lot 2 Woodland Park Subdivision, which is the point of beginning.

City of Mesquite, TX

Airport Area Boundary Description

Airport Area Boundary



City of Mesquite, TX

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City of Mesquite, TX

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Airport Area Boundary Description

Beginning at the northeast corner of Edwards Survey, ABST 445 Blk L Lot 2A Creek Crossing Estates 17, and commencing northeast over and across Berry Road to a corner of McKinney & Williams Survey, ABST 1026 PG 525 Tract 1.3, thence:

Northeasterly along the east property line of McKinney & Williams Survey, ABST 1026 PG 525 Tract 1.3 for a distance of approximately 1,075 feet for a corner of said McKinney & Williams Survey, ABST 1026 PG 525 Tract 1.3, thence:

Easterly along the south property line of McKinney & Williams Survey, ABST 1026 PG 525 Tract 1.3 for a distance of approximately 300 feet for a corner of said McKinney & Williams Survey, ABST 1026 PG 525 Tract 1.3, thence:

Northerly along the east property line of McKinney & Williams Survey, ABST 1026 PG 525 Tract 1.3, continuing over and across Scyene Road to a point where said line reaches the north ROW line of Scyene Road, thence:

Easterly along the north ROW line of Scyene Road, said ROW line also being the corporate boundary line of the City of Mesquite, to a point where said corporate boundary line is parallel with the east property line of R.W. Rowe ABST 1630 PG 165 Atmos Energy Tract, thence:

Southerly along the east property line of R.W. Rowe ABST 1630 PG 165 Atmos Energy Tract to the southeast corner of said Atmos Energy Tract, said corner also being a point of intersection with the north property line of R.W. Rowe ABST 1630 PG 165 Tract 19, thence:

Easterly along the north property line of R.W. Rowe ABST 1630 PG 165 Tract 19 for a distance of approximately 800 feet for a shared corner of Sam Houston ABST 657 PG 461 Tract 2, thence:

Easterly along the north property line of Sam Houston ABST 657 PG 461 Tract 2 and continuing to the corporate boundary line of the City of Mesquite, said corporate boundary line also being the approximate centerline of Lawson Road, thence:

Southerly along the corporate boundary line of the City of Mesquite to a point where said corporate boundary line heads west, continuing over and across a portion of Lawson Road, to a point where said corporate boundary line reaches the northwest corner of Benjamin Beckner Survey, ABST 1617 PG 110 Tract 10, thence:

Southwesterly along the corporate boundary line of the City of Mesquite to a point where said corporate boundary line reaches the northwest corner of Benjamin Beckner Survey, ABST 1617 PG 110 Tract 21, thence:

Southeasterly along the north property line of Benjamin Beckner Survey, ABST 1617 PG 110 Tract 21 to the northeast corner of said Tract 21, thence:

Southerly along the east property line of Benjamin Beckner Survey, ABST 1617 PG 110 Tract 21 to the southeast corner of said Tract 21, thence:

Northwesterly along the south property line of Benjamin Beckner Survey, ABST 1617 PG 110 Tract 21 to the southwest corner of said Tract 21, said corner also being a point of intersection with the corporate boundary line of the City of Mesquite, thence:

Southwesterly along the corporate boundary line of the City of Mesquite to a point where said corporate boundary line reaches the northwest corner of Benjamin Beckner Survey, ABST 1617 PG 110 Tract 17, thence:

Southeasterly along the north property line of Benjamin Beckner Survey, ABST 1617 PG 110 Tract 17, over and across Lawson Road, to a point where said line reaches the east ROW of Lawson Road, thence:

Southwesterly along the east ROW line of Lawson Road to a point where said ROW line intersects with the south ROW line of Berry Road, thence:

Northwesterly along the south ROW line of Berry Road to the northeast corner of Edwards Survey, ABST 445 Blk L Lot 2A Creek Crossing Estates 17, which is the point of beginning.

City of Mesquite, TX

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