

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROGRAM TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY OF MESQUITE; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (CHAPTER 380 AGREEMENT) FOR SUCH PURPOSES WITH CH REALTY VIII-URBAN LOGISTICS I DALLAS URBAN DISTRICT 30, L.P., FOR THE DEVELOPMENT OF A NEW MASTER PLANNED INDUSTRIAL BUSINESS PARK CONSISTING OF FIVE (5) INDUSTRIAL BUILDINGS ON APPROXIMATELY EIGHTY (80) ACRES OF REAL PROPERTY LOCATED WITHIN THE CITY OF MESQUITE, TEXAS AND BEING COMMONLY KNOWN AS 1201 REPUBLIC PARKWAY, 1650 REPUBLIC PARKWAY AND 1200 INTERSTATE HIGHWAY 30, MESQUITE, TEXAS; AND AUTHORIZING THE CITY MANAGER TO ADMINISTER THE AGREEMENT ON BEHALF OF THE CITY.

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

WHEREAS, the City Council has been presented with a proposed agreement providing economic development incentives to CH REALTY VIII-URBAN LOGISTICS I DALLAS URBAN DISTRICT 30, L.P., a Delaware limited partnership (the “Company”), for the development of a new master planned industrial business park consisting of five (5) industrial buildings on approximately eighty (80) acres of real property located within the City of Mesquite, Texas and being commonly known as 1201 Republic Parkway, 1650 Republic Parkway and 1200 Interstate Highway 30, Mesquite, Texas, a copy of said agreement being attached hereto as Exhibit “A” and incorporated herein by reference (the “Agreement”); and

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

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

SECTION 1. That the City Council finds that the terms of the proposed Agreement by and between the City and the Company, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, will benefit the City and will accomplish the public purpose of promoting local economic development and stimulating business and

commercial activity in the City in accordance with Section 380.001 of the Texas Local Government Code.

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

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

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

SECTION 5. That the City Manager is further hereby authorized to administer the Agreement on behalf of the City including, without limitation, the City Manager shall have the authority to: (i) provide any notices required or permitted by the Agreement; (ii) approve amendments to the Agreement provided such amendments, together with all previous amendments approved by the City Manager, do not increase City expenditures under the Agreement in excess of \$50,000; (iii) approve or deny any matter in the Agreement that requires the consent of the City provided, however, notwithstanding the foregoing, any assignment of the Agreement that requires the consent of the City pursuant to the terms of the Agreement shall require the approval of the City Council; (iv) approve or deny the waiver of performance of any covenant, duty, agreement, term or condition of the Agreement; (v) exercise any rights and remedies available to the City under the Agreement; and (vi) execute any notices, amendments, approvals, consents, denials and waivers authorized by this Section 5 provided, however, notwithstanding anything contained herein to the contrary, the authority of the City Manager pursuant to this Section 5 shall not include the authority to take any action that cannot be delegated by the City Council or that is within the City Council's legislative functions.

SECTION 6. That the sections, paragraphs, sentences, clauses and phrases of this resolution are severable and, if any phrase, clause, sentence, paragraph or section of this resolution should be declared invalid, illegal or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any of the remaining phrases, clauses, sentences, paragraphs and sections of this resolution and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, illegal or unenforceable provision had never been included in this resolution.

November 4, 2019

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

Stan Pickett
Mayor

ATTEST:

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:

David L. Paschall
City Attorney



ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**(Chapter 380 Agreement)**

This Economic Development Program Agreement (“Agreement”) is made and entered into by and between the City of Mesquite, a Texas home rule municipality (the “City”) and CH Realty VIII-Urban Logistics I Dallas Urban District 30, L.P., a Delaware limited partnership (the “Company”).

W I T N E S S E T H:

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

WHEREAS, the Company is the owner of approximately eighty (80) acres of real property located within the City and being commonly known as 1201 Republic Parkway, Mesquite, Texas, 1650 Republic Parkway, Mesquite Texas and 1200 Interstate Highway 30, Mesquite, Texas, and being more particularly described in **Exhibit “A”** attached hereto and made a part hereof for all purposes (collectively the “Land”); and

WHEREAS, the Company intends to develop a cohesive master planned multi-tenant industrial business park consisting of five (5) industrial buildings containing approximately 979,700 square feet collectively on the Land (each sometimes individually referred to as a “Building” and sometimes collectively referred to as the “Buildings”) (collectively sometimes referred to as the “Project”); and

WHEREAS, the Project will provide a venue for existing businesses to expand and will also promote the City as a destination for businesses to relocate; and

WHEREAS, the total capitalized cost of the Project is approximately SEVENTY-ONE MILLION AND NO/100 DOLLARS (\$71,000,000.00) and of that amount, at least FORTY-FIVE MILLION AND NO/100 DOLLARS (\$45,000,000.00) will be invested in building improvements on the Land; and

WHEREAS, the Project will substantially increase the taxable value of the Land thereby adding value to the City’s tax rolls and increasing the ad valorem real property taxes to be collected by the City; and

WHEREAS, the Land and Buildings are hereinafter sometimes collectively referred to as the “Mesquite Facility”; and

WHEREAS, it is anticipated that the Mesquite Facility will accommodate up to 12 businesses with the potential for between 500 to 900 employment opportunities; and

WHEREAS, it is further anticipated that business personal property valued at approximately THIRTY MILLION AND NO/100 DOLLARS (\$30,000,000.00) will be installed at the Mesquite Facility adding value to the City’s tax rolls and increasing the ad valorem business personal property taxes to be collected by the City; and

WHEREAS, the Company has represented to the City that the Company will construct the Buildings sooner if the City provides the Economic Development Incentives to the Company under the terms and subject to the conditions more fully set forth in this Agreement; 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 Company desires to participate in the Program by entering into this Agreement; and

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

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties agree as follows:

ARTICLE I

Incorporation of Recitals

The foregoing recitals (“Recitals”) are incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

ARTICLE II

Definitions

As used herein, the following terms shall have the following meanings, to-wit:

“Act” shall have the meaning set forth in Article XI, Section 22.

“Agreement” shall mean this agreement together with all exhibits attached hereto.

“Building” shall have the meaning set forth in the Recitals of this Agreement and shall refer to Building 1, Building 2, Building 3, Building 4 and Building 5 (each as hereinafter defined) individually. “Buildings” shall have the meaning set forth in the Recitals of this Agreement and shall refer to Building 1, Building 2, Building 3, Building 4 and Building 5 (each as hereinafter defined) collectively.

“Building 1” shall have the meaning set forth in Article VII, Section 2.A. of this Agreement.

“Building 1 Additional Conditions Precedent” shall have the meaning set forth in Article VII, Section 2 of this Agreement.

“Building 1 Capital Investment” shall have the meaning set forth in Article VII, Section 2.D. of this Agreement.

“Building 1 Certificate of Compliance” shall mean a certificate in such form as is reasonably acceptable to the City executed on behalf of the Company by a duly authorized Company Representative certifying to the City: (i) that all General Conditions Precedent have been satisfied and are then continuing; (ii) that all Building 1 Additional Conditions Precedent have been satisfied and are then continuing; and (iii) that no Company Default then exists under the terms of this Agreement and that no event exists which, but for notice, the lapse of time, or both, would constitute a Company Default under the terms of this Agreement.

“Building 1 Façade/Elevation Plan” shall mean that certain building façade/elevation plan for Building 1 dated April 8, 2019, revised July 9, 2019, Project No. 2794-1, prepared by GSR Andrade Architects, Inc., and Halff Associates, Inc., and being Page A4.11 and Page A4.11S of Site Plan A approved by the Planning & Zoning Commission of the City on or about July 22, 2019, a copy of such building façade/elevation plan being attached hereto as **Exhibit “B”** and made a part hereof for all purposes;

“Building 1 Installment Payment” shall mean the installment payment of the Permit Fee Grant and the Cash Grant payable after all General Conditions Precedent and all Building 1 Additional Conditions Precedent have been satisfied and are then continuing, the amount, conditions of payment and payment date of such installment payment being set forth in Article VIII, Section 4 of this Agreement.

“Building 2” shall have the meaning set forth in Article VII, Section 3.A. of this Agreement.

“Building 2 Additional Conditions Precedent” shall have the meaning set forth in Article VII, Section 3 of this Agreement.

“Building 2 Capital Investment” shall have the meaning set forth in Article VII, Section 3.D. of this Agreement.

“Building 2 Certificate of Compliance” shall mean a certificate in such form as is reasonably acceptable to the City executed on behalf of the Company by a duly authorized Company Representative certifying to the City: (i) that all General Conditions Precedent have been satisfied and are then continuing; (ii) that all Building 2 Additional Conditions Precedent have been satisfied and are then continuing; and (iii) that no Company Default then exists under the terms of this Agreement and that no event exists which, but for notice, the lapse of time, or both, would constitute a Company Default under the terms of this Agreement.

“Building 2 Façade/Elevation Plan” shall mean that certain building façade/elevation plan for Building 2 dated April 8, 2019, revised July 9, 2019, Project No. 2794-1, prepared by GSR Andrade Architects, Inc., and Halff Associates, Inc., and being Page A4.12 and Page A4.12S of Site Plan A approved by the Planning & Zoning Commission of the City on or about July 22, 2019, a copy of such building façade/elevation plan being attached hereto as **Exhibit “C”** and made a part hereof for all purposes;

“Building 2 Installment Payment” shall mean the installment payment of the Permit Fee Grant and the Cash Grant payable after all General Conditions Precedent and all Building 2 Additional Conditions Precedent have been satisfied and are then continuing, the amount, conditions of payment and payment date of such installment payment being set forth in Article VIII, Section 4 of this Agreement.

“Building 3” shall have the meaning set forth in Article VII, Section 4.A. of this Agreement.

“Building 3 Additional Conditions Precedent” shall have the meaning set forth in Article VII, Section 4 of this Agreement.

“Building 3 Capital Investment” shall have the meaning set forth in Article VII, Section 4.D. of this Agreement.

“Building 3 Certificate of Compliance” shall mean a certificate in such form as is reasonably acceptable to the City executed on behalf of the Company by a duly authorized Company Representative certifying to the City: (i) that all General Conditions Precedent have been satisfied and are then continuing; (ii) that all Building 3 Additional Conditions Precedent have been satisfied and are then continuing; and (iii) that no Company Default then exists under the terms of this Agreement and that no event exists which, but for notice, the lapse of time, or both, would constitute a Company Default under the terms of this Agreement.

“Building 3 Façade/Elevation Plan” shall mean that certain building façade/elevation plan for Building 3 dated April 8, 2019, revised July 9, 2019, Project No. 2794-1, prepared by GSR Andrade Architects, Inc., and Halff Associates, Inc., and being Page A4.13 and Page A4.13S of Site Plan A approved by the Planning & Zoning Commission of the City on or about July 22, 2019, a copy of such building façade/elevation plan being attached hereto as **Exhibit “D”** and made a part hereof for all purposes;

“Building 3 Installment Payment” shall mean the installment payment of the Permit Fee Grant and the Cash Grant payable after all General Conditions Precedent and all Building 3 Additional Conditions Precedent have been satisfied and are then continuing, the amount, conditions of payment and payment date of such installment payment being set forth in Article VIII, Section 4 of this Agreement.

“Building 4” shall have the meaning set forth in Article VII, Section 5.A. of this Agreement.

“Building 4 Additional Conditions Precedent” shall have the meaning set forth in Article VII, Section 5 of this Agreement.

“Building 4 Capital Investment” shall have the meaning set forth in Article VII, Section 5.D. of this Agreement.

“Building 4 Certificate of Compliance” shall mean a certificate in such form as is reasonably acceptable to the City executed on behalf of the Company by a duly authorized Company Representative certifying to the City: (i) that all General Conditions Precedent have been satisfied and are then continuing; (ii) that all Building 4 Additional Conditions Precedent have been satisfied and are then continuing; and (iii) that no Company Default then exists under the terms of this Agreement and that no event exists which, but for notice, the lapse of time, or both, would constitute a Company Default under the terms of this Agreement.

“Building 4 Façade/Elevation Plan” shall mean that certain building façade/elevation plan for Building 4 dated April 8, 2019, revised July 9, 2019, Project No. 2794-2, prepared by GSR Andrade Architects, Inc., and Halff Associates, Inc., and being Page A4.14 and Page A4.14S of Site Plan B approved by the Planning & Zoning Commission of the City on or about July 22, 2019, a copy of such building façade/elevation plan being attached hereto as **Exhibit “E”** and made a part hereof for all purposes;

“Building 4 Installment Payment” shall mean the installment payment of the Permit Fee Grant and the Cash Grant payable after all General Conditions Precedent and all Building 4 Additional Conditions Precedent have been satisfied and are then continuing, the amount, conditions of payment and payment date of such installment payment being set forth in Article VIII, Section 4 of this Agreement.

“Building 5” shall have the meaning set forth in Article VII, Section 6.A. of this Agreement.

“Building 5 Additional Conditions Precedent” shall have the meaning set forth in Article VII, Section 6 of this Agreement.

“Building 5 Capital Investment” shall have the meaning set forth in Article VII, Section 6.D. of this Agreement.

“Building 5 Certificate of Compliance” shall mean a certificate in such form as is reasonably acceptable to the City executed on behalf of the Company by a duly authorized Company Representative certifying to the City: (i) that all General Conditions Precedent have been satisfied and are then continuing; (ii) that all Building 5 Additional Conditions Precedent have been satisfied and are then continuing; and (iii) that no Company Default then exists under the terms of this Agreement and that no event exists which, but for notice, the lapse of time, or both, would constitute a Company Default under the terms of this Agreement.

“Building 5 Façade/Elevation Plan” shall mean that certain building façade/elevation plan for Building 5 dated April 8, 2019, revised July 9, 2019, Project No. 2794-2, prepared by GSR Andrade Architects, Inc., and Halff Associates, Inc., and being Page A4-15 and Page A4.15S of Site Plan B approved by the Planning & Zoning Commission of the City on or about July 22, 2019, a copy of such building façade/elevation plan being attached hereto as **Exhibit “F”** and made a part hereof for all purposes;

“Building 5 Installment Payment” shall mean the installment payment of the Permit Fee Grant and Cash Grant payable after all General Conditions Precedent and all Building 5 Additional Conditions Precedent have been satisfied and are then continuing, the amount, conditions of payment and payment date of such installment payment being set forth in Article VIII, Section 4 of this Agreement.

“Building Official” shall mean the “Building Official” of the City as defined in Section 202, “Definitions,” of Chapter 2, “Definitions,” of the International Building Code, 2015 Edition, a publication of the International Code Council, adopted and designated as the official building code of the City, as amended or replaced.

“Building Permit” shall mean a written authorization issued, after review and verification of code compliance, by the Building Official, or the Building Official’s designee, to the Company allowing the Company to proceed with construction of a Building on the Land in connection with the Project, and includes any construction-related permit required under Section 105, “Permits,” of Part 2, “Administration and Enforcement,” of Chapter 1, “Scope and Administration,” of the International Building Code, 2015 Edition, a publication of the International Code Council, adopted and designated as the official building code of the City, as amended or replaced.

“Capital Investment Certificate” shall mean a certificate in such form as is reasonably acceptable to the City executed by a Company Representative certifying the amount of expenditures made by the Company in connection with the construction of each of the Buildings as of the date of such certificate (each a “Capital Investment Certificate”) provided, however, the Parties agree that only expenditures capitalized as capital assets on the books of the Company in accordance with generally accepted accounting principles shall be included in the expenditures reported in each Capital Investment Certificate.

“Cash Grant” shall have the meaning set forth in Article VIII, Section 3 of this Agreement.

“City” shall mean the City of Mesquite, a Texas home rule municipality.

“City Default” shall have the meaning set forth in Article X, Section 4 of this Agreement.

“City of Mesquite Engineering Design Manual” shall mean that certain engineering design manual of the City approved by the City Council of the City on May 20, 2019, pursuant to City Ordinance No. 4673, as amended by Ordinance No. 4728 approved by the City Council of the City on October 7, 2019, and as hereafter amended, a copy of which is on file in the office of the City Secretary of the City.

“Closeout and Acceptance Requirements” shall have the meaning set forth in Article VII, Section 7.D. of this Agreement.

“Commencement of Vertical Construction” with respect to each Building shall mean: (i) the plans for the Building have been prepared and approved by all applicable governmental authorities; (ii) the Company has obtained all City approvals and the Building Permit required in connection with the construction of the Building; (iii) the foundation of such Building has been poured; and (iv) framing of the Building has commenced.

“Company” shall mean CH Realty VIII-Urban Logistics I Dallas Urban District 30, L.P., a Delaware limited partnership, its successors and assigns only as permitted by Article XI, Section 1 of this Agreement.

“Company Representative” shall mean any duly authorized officer of the Company acting on behalf of the Company.

“Completion of Construction” with respect to each Building shall mean: (i) the construction of the Building is substantially complete as evidenced by the issuance by the City of a final inspection, final green tag, certificate of completion, or other equivalent, confirming completion of the requirements of the Building Permit issued by the City in connection with the construction of such Building.

“Collateral Assignment” shall have the meaning set forth in Article XI, Section 1 of this Agreement.

“DCAD” shall mean the Dallas Central Appraisal District.

“Economic Development Incentive” shall mean any portion of an incentive described in Article VIII of this Agreement and “Economic Development Incentives” shall mean all incentives described in Article VIII of this Agreement collectively.

“Effective Date” shall mean the date the Company and the City execute this Agreement if the Company and the City execute this Agreement on the same date. If the Company and the City execute this Agreement on different dates, any reference to the “Effective Date” shall mean the later of the dates this Agreement is executed by the Company and the City.

“Event of Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of a 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, the voluntary commencement of any proceeding under any bankruptcy or insolvency laws by any Party, or the involuntary commencement of any proceeding against any Party under any bankruptcy or insolvency laws and such involuntary proceeding is not dismissed within ninety (90) days after the filing thereof.

“Exterior Finish Board” shall mean the exterior finish board for the Buildings attached hereto as **Exhibit G** and made a part hereof for all purposes.

“General Conditions Precedent” shall have the meanings set forth in Article VII, Section 1 of this Agreement.

“Indemnitee” shall have the meaning set forth in Article IX, Section 7 of this Agreement.

“Land” shall have the meaning set forth in the Recitals of this Agreement.

“Lender” shall have the meaning set forth in Article XI, Section 1 of this Agreement.

“Lender Notice of Default” shall have the meaning set forth in Article XI, Section 1 of this Agreement.

“Maximum Lawful Rate” shall mean the maximum lawful rate of non-usurious interest that may be contracted for, charged, taken, received or reserved by the City in accordance with the applicable laws of the State of Texas (or applicable United States federal law to the extent that such law permits the City to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law).

“Mesquite Facility” shall have the meaning set forth in the Recitals of this Agreement.

“Parties” shall mean the Company and the City.

“Party” shall mean either the Company or the City.

“Payment Request” shall mean a written request executed by the Company requesting the payment of all or any portion of an Economic Development Incentive.

“Permit Fee Grant” shall have the meaning set forth in Article VIII, Section 1 of this Agreement.

“Permit Fees” shall mean the building permit fees charged by the City pursuant to Mesquite City Code, Chapter 5, Section 5-20(c) and Mesquite City Code, Appendix D, Article XII, Section 12-100, both as amended or replaced, and the plan review fees charged by the City pursuant to Mesquite City Code, Chapter 5, Section 5-33(b) and Mesquite City Code, Appendix D, Article XII, Section 12-109, both as amended or replaced, in connection with the construction of the Buildings and shall specifically exclude all impact fees.

“Person” or “Persons” shall mean one or more individual(s) or corporation(s), general or limited partnership(s), limited liability company(s), trust(s), estate(s), unincorporated business(es), organization(s), association(s) or any other entity(s) of any kind.

“Program” shall have the meaning set forth in the Recitals of this Agreement.

“Recitals” shall have the meaning set forth in Article I of this Agreement.

“Record Drawings and Plat Requirements” shall have the meaning set forth in Article VII, Section 7.D. of this Agreement.

“Republic Parkway and Columbia Parkway Additional Conditions Precedent” shall have the meaning set forth in Article VII, Section 7 of this Agreement.

“Republic Parkway and Columbia Parkway Certificate of Compliance” shall mean a certificate in such form as is reasonably acceptable to the City executed on behalf of the Company by a duly authorized Company Representative certifying to the City: (i) that all General Conditions Precedent have been satisfied and are then continuing; (ii) that all Republic Parkway and Columbia Parkway Additional Conditions Precedent have been satisfied and are then continuing; and (iii) that no Company Default then exists under the terms of this Agreement and that no event exists which, but for notice, the lapse of time, or both, would constitute a Company Default under the terms of this Agreement.

“Republic Parkway and Columbia Parkway Grant” shall have the meaning set forth in Article VIII, Section 2 of this Agreement.

“Republic Parkway and Columbia Parkway Improvements” shall have the meaning set forth in Article VI, Section 1 of this Agreement.

“Roadway Impact Fees” shall mean fees for roadway facilities imposed on new development by the City pursuant to City Ordinance No. 4366 and Mesquite City Code, Appendix D, Article XII, Section 12-120, both as amended or replaced, to generate revenue to fund or recoup all or part of the costs of capital improvements or facility expansion necessitated by and attributable to the Project provided, however, in no event shall Roadway Impact Fees include the dedication of rights-of-way or easements for such facilities, or the construction of such improvements imposed pursuant to the City’s zoning or subdivision regulations.

“Site Plan A” shall mean that certain site plan of Building 1, Building 2, and Building 3 dated April 8, 2019, revised July 18, 2019, Project No. 2794-1, prepared by GSR Andrade Architects, Inc., Halff Associates, Inc., and Kimley-Horn and Associates, Inc., approved by the Planning and Zoning Commission of the City on or about July 22, 2019, a copy of Page A1.01 of such site plan being attached hereto as **Exhibit “H”** and made a part hereof for all purposes.

“Site Plan B” shall mean that certain site plan of Building 4 and Building 5 dated April 8, 2019, revised July 18, 2019, Project No. 2794-2, prepared by GSR Andrade Architects, Inc., Halff Associates, Inc., and Kimley-Horn and Associates, Inc., approved by the Planning and Zoning Commission of the City on or about July 22, 2019, a copy of Page A1.01 of such site plan being attached hereto as **Exhibit “I”** and made a part hereof for all purposes.

“Substantial Compliance” with respect to Building 1, Building 2 and Building 3 shall mean that the Company has constructed Building 1, Building 2 and Building 3, respectively, in compliance with Site Plan A provided, however, with respect to each such building, the size of the building may vary plus or minus ten percent (10%). **“Substantial Compliance”** with respect to Building 4 and Building 5 shall mean that the Company has constructed Building 4 and Building 5, respectively, in compliance with Site Plan B provided, however, with respect to each such building, the size of the building may vary plus or minus ten percent (10%).

“Tax Year” shall mean a period consisting of three hundred and sixty-five (365) calendar days [or three hundred and sixty-six (366) calendar days for any calendar year that is a leap year] beginning on January 1, 2020 and continuing until and including December 31, 2020 and on January 1st of each calendar year thereafter during the Term of this Agreement and continuing until and including December 31st of the same calendar year.

“Term” shall have the meaning set forth in Article IV of this Agreement.

“Undocumented Workers” shall mean: (i) individuals who, at the time of employment with the Company, 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.

ARTICLE III

Authority for Agreement

This Agreement is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code. The City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program and that the Company’s performance of its obligations herein will: (i) increase the amount of real and business personal property ad valorem taxes assessed and collected by the City; (ii) result in employment opportunities being created in the City; (iii) promote local economic development in the City, stimulate business and commercial activity in the City; and (iv) benefit the City and its citizens.

ARTICLE IV

Term

The Term of this Agreement shall commence on the Effective Date and shall continue until the earlier of: (i) December 31, 2024; or (iii) the date this Agreement is terminated by the City or the Company pursuant to a right to terminate as expressly provided herein (the “Term”).

ARTICLE V

Company’s Covenant Not to Employ Undocumented Workers

1. **Covenant Not to Employ Undocumented Workers.** The Company hereby certifies that the Company and each branch, division, and department of the Company does not employ any Undocumented Workers and the Company hereby covenants and agrees that the Company and each branch, division and department of the Company will not knowingly employ any Undocumented Workers during the Term of this Agreement.

2. **Covenant to Notify City of Conviction for Undocumented Workers.** The Company further hereby covenants and agrees to provide the City with written notice of any conviction of the Company, or any branch, division or

department of the Company, of a violation under 8 U.S.C. §1324a (f) within thirty (30) days from the date of such conviction.

3. Repayment of Economic Development Incentives in Event of Conviction for Employing Undocumented Workers. If, after receiving all or any portion of an Economic Development Incentive under the terms of this Agreement, the Company, or a branch, division or department of the Company, is convicted of a violation under 8 U.S.C. §1324a (f), the Company shall pay to the City, not later than the 120th day after the date the City notifies the Company of the violation, an amount equal to the Economic Development Incentive payments previously paid by the City to the Company 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 each Economic Development Incentive payment being recaptured from the date each Economic Development Incentive payment was paid by the City to the Company until the date such payment is repaid by the Company to the City and such interest rate shall adjust periodically as of the date of any change in the Maximum Lawful Rate.

4. Limitation on Economic Development Incentives. The City shall have no obligation to pay any Economic Development Incentive to the Company if the Company, or any branch, division or department of the Company is convicted of a violation under 8 U.S.C. §1324a (f).

5. Remedies. The City shall have the right to exercise all remedies available by law to collect any sums due by the Company to the City pursuant to this Article V including, without limitation, all remedies available pursuant to Chapter 2264 of the Texas Government Code.

6. Limitation. The Company is not liable for a violation of Article V of this Agreement by a subsidiary, affiliate, or franchisee of the Company, or by a person with whom the Company contracts.

7. Survival. The terms, provisions, covenants, agreements and obligations of the Company and the rights and remedies of the City set forth in Article V of this Agreement shall expressly survive the expiration or termination of this Agreement.

ARTICLE VI

Republic Parkway and Columbia Parkway

1. Improvements to Republic Parkway and Columbia Parkway. Pursuant to City Ordinance No. 4683 and City Ordinance No. 4684, no certificate of occupancy shall be issued by the City for a multi-tenant industrial business park on the Land until the following improvements are completed in compliance with all applicable City standards (collectively the “Republic Parkway and Columbia Parkway Improvements”):

- A. Columbia Parkway shall be reconstructed to the standards of a Collector Street as identified in the City of Mesquite Engineering Design Manual; and
- B. For the portion of Republic Parkway adjacent to the Land, a road condition analysis shall be completed. Street panels (12 feet wide by 20 feet in length) identified with two or more failing elements by the road condition analysis shall be repaired and/or replaced in accordance with the recommendation of the analysis. The analysis shall be based on ASTM Standard Practice for Roads and Parking Lots Condition Index Surveys. A failing element is where it has a severity level of Medium or higher. Rating shall be per panel for the following elements:
 - (1) Corner Break
 - (2) Divided Slab
 - (3) Faulting
 - (4) Linear Cracking
 - (5) Patching (Large)
 - (6) Punchout
 - (7) Spalling- Corner
 - (8) Spalling – Joint.

2. V.T.C.A, Local Government Code, §212.904 and V.T.C.A., Local Government Code §395.023 Not Applicable. The Parties agree that the Republic Parkway and Columbia Parkway Improvements were not a condition of

approval of the Project but are only a condition precedent to the payment of the Economic Development Incentives and accordingly V.T.C.A., Local Government Code §212.904 and V.T.C.A., Local Government Code §395.023 do not apply provided, however, in the event a court of competent jurisdiction determines that V.T.C.A., Local Government Code §212.904 and/or V.T.C.A. Local Government Code §395.023 apply, the Parties agree that payment by the City to the Company of the Republic Parkway and Columbia Parkway Grant shall satisfy all requirements under V.T.C.A., Local Government Code §212.904 and V.T.C.A., Local Government Code §395.023.

ARTICLE VII

Conditions Precedent to Payment of the Economic Development Incentives

1. General Conditions Precedent. The Company and the City hereby expressly acknowledge and agree that each payment of all or any portion of the Economic Development Incentives by the City to the Company shall expressly be conditioned upon the satisfaction of the following conditions precedent: (i) as of the date of the Payment Request submitted in connection with such payment; and (ii) as of the date of such payment (the “General Conditions Precedent”), to-wit:

- A. Improvements to Republic Parkway and Columbia Parkway. The Company shall have completed the Republic Parkway and Columbia Parkway Improvements and all Republic Parkway and Columbia Parkway Additional Conditions Precedent (hereinafter defined) shall have been satisfied and are then continuing;
- B. Taxes. The Company shall have timely paid, or shall have caused to be timely paid, all ad valorem taxes assessed against the Mesquite Facility;
- C. Compliance with Laws. The Company shall have complied with all federal, state and local laws, ordinances and regulations relating to the ownership and operation of the Mesquite Facility;
- D. Performance of this Agreement. The Company shall have timely kept and performed all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Company under the terms of this Agreement and no Company Default shall then exist and no event shall exist which, but for notice, the lapse of time, or both, would constitute a Company Default under the terms of this Agreement;
- E. Performance by the Company of other Agreements. The Company shall have timely kept and performed all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Company under the terms of all other agreement(s) now and hereafter existing between the Company and the City and no default shall then exist under the terms of such agreement(s) and no event shall exist which, but for notice, the lapse of time, or both, would constitute a default by the Company under the terms of such agreement(s);
- F. Inspection. At the option of the City, the City shall have inspected the Mesquite Facility to confirm the Company’s compliance with the terms, provisions, covenants and conditions of this Agreement; and
- G. No Conviction for Undocumented Workers. The Company shall not have been convicted by a court of competent jurisdiction of knowingly employing Undocumented Workers to work for the Company at the Mesquite Facility or at any other branch, division or department of the Company.

2. Building 1 Additional Conditions Precedent. The Company and the City hereby expressly acknowledge and agree that the payment of the Building 1 Installment Payment shall expressly be conditioned upon the satisfaction of all of the General Conditions Precedent and the satisfaction of the following additional conditions precedent: (i) as of the date of the Payment Request submitted in connection with the Building 1 Installment Payment; and (ii) as of the date of payment of the Building 1 Installment Payment (the “Building 1 Additional Conditions Precedent”), to-wit:

- A. Development of Building 1. The Company shall have planned, designed and constructed an industrial building consisting of between 342,630 square feet and 380,700 square feet on the northern portion of the Land in Substantial Compliance with Site Plan A (“Building “1”);

- B. Payment Request. The Company shall have submitted to the City's Finance Director at 757 N. Galloway, Mesquite, Texas 75149, a Payment Request for the payment of the Building 1 Installment Payment accompanied by a Building 1 Certificate of Compliance dated effective as of the date of such Payment Request;
- C. Satisfaction of Conditions. As of the date of the Payment Request submitted for the Building 1 Installment Payment, all General Conditions Precedent and all Building 1 Additional Conditions Precedent shall have been satisfied and are then continuing;
- D. Capital Investment. The Company shall have made expenditures in the amount of at least FOURTEEN MILLION SEVEN HUNDRED TWO THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$14,702,356.00) in connection with the construction of Building 1 before January 1, 2023, which expenditures shall have been capitalized as a capital asset on the books of the Company in accordance with generally accepted accounting principles (the "Building 1 Capital Investment");
- E. Capital Investment Certificate. The Company shall have submitted a Capital Investment Certificate to the City and such certificate shall confirm that the Company has satisfied the Building 1 Capital Investment requirement;
- F. Commencement of Vertical Construction of Building 1. Commencement of Vertical Construction of Building 1 shall have occurred before July 1, 2021;
- G. Completion of Construction of Building 1. Completion of Construction of Building 1 shall have occurred before January 1, 2023;
- H. Compliance with Development Standards for Building 1. Building 1 shall have been constructed in compliance with the Exterior Finish Board and the Building 1 Façade/Elevation Plan including, without limitation (i) the façade and elevations of Building 1 shall conform substantially to the renderings of the buildings on the Exterior Finish Board; (ii) Building 1 shall have been constructed in compliance with the elevations, materials overlay, composition overlay, scale overlay, proportion overlay, rhythm overlay, transparency overlay, articulation overlay, expression overlay, color overlay, and aesthetic methods set forth on the Exterior Finish Board and the Building 1 Façade/Elevation Plan; and (iii) the paint colors, building products and materials used and/or installed in connection with the construction of Building 1 shall comply with the Exterior Finish Board and the Building 1 Façade/Elevation Plan;
- I. Payment of Fees. The Company shall have timely paid to the City all impact fees, permit fees, development fees, review fees and inspection fees in connection with the construction of Building 1 including, without limitation, all Permit Fees and Roadway Impact Fees relating to the construction of Building 1 and the City shall have confirmed receipt of all such impact fees, permit fees, development fees, review fees and inspection fees;
- J. Maintenance Obligations. Building 1 shall be in good repair and condition and shall comply with all building codes, zoning ordinances and all other codes, ordinances and regulations of the City;
- K. Valuation of Building 1. The valuation of Building 1 as appraised by DCAD shall be at least TWELVE MILLION THREE HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED EIGHTY AND NO/100 DOLLARS (\$12,334,680.00) for the first Tax Year after the Completion of Construction of Building 1 and the time for any protest, challenge or appeal of the taxable valuation of Building 1 for such Tax Year has passed or, if a tax protest has been filed by or on behalf of the Company for such Tax Year, a final, non-appealable administrative order or judicial decision shall have been entered determining the fair market value of Building 1 for such Tax Year to be an amount equal to or greater than TWELVE MILLION THREE HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED EIGHTY AND NO/100 DOLLARS (\$12,334,680.00);
- L. Payment of Taxes. The Company shall have timely paid, or caused to have been timely paid, the ad valorem taxes assessed against Building 1 for the Tax Year during which the Payment Request is being requested based on a valuation of at least TWELVE MILLION THREE HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED EIGHTY AND NO/100 DOLLARS (\$12,334,680.00);

- M. Records and Reports. The Company shall have delivered to the City copies of such invoices, paid receipts, payment records and such other documentation as the City may reasonably request to confirm compliance by the Company with the General Conditions Precedent and the Building 1 Additional Conditions Precedent;
- N. Inspection. The Company shall have provided the City, its agents and employees with access to Building 1 at such times as the City may reasonably request to conduct such inspections as the City deems necessary in order to confirm compliance by the Company with the General Conditions Precedent and the Building 1 Additional Conditions Precedent provided the City has given the Company at least seventy-two (72) hours prior written notice of such inspection; and
- O. Representative of Company to Accompany Inspection. The Company shall have provided a representative of the Company to accompany the City during all inspections of Building 1 conducted by the City pursuant to Article VII, Section 2.N. above.

3. Building 2 Additional Conditions Precedent. The Company and the City hereby expressly acknowledge and agree that the Building 2 Installment Payment shall expressly be conditioned upon the satisfaction of all of the General Conditions Precedent and the satisfaction of the following additional conditions precedent: (i) as of the date of the Payment Request submitted in connection with the Building 2 Installment Payment; and (ii) as of the date of the payment of the Building 2 Installment Payment (the “Building 2 Additional Conditions Precedent”), to-wit:

- A. Development of Building 2. The Company shall have planned, designed and constructed an industrial building consisting of between 117,000 square feet and 130,000 square feet on the northern portion of the Land in Substantial Compliance with Site Plan A (“Building 2”);
- B. Payment Request. The Company shall have submitted to the City’s Finance Director at 757 N. Galloway, Mesquite, Texas 75149, a Payment Request for the payment of the Building 2 Installment Payment accompanied by a Building 2 Certificate of Compliance dated effective as of the date of such Payment Request;
- C. Satisfaction of Conditions. As of the date of the Payment Request submitted for the Building 2 Installment Payment, all General Conditions Precedent and all Building 2 Additional Conditions Precedent shall have been satisfied and are then continuing;
- D. Capital Investment. The Company shall have made expenditures in the amount of at least SIX MILLION ONE HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED SEVEN AND NO/100 DOLLARS (\$6,194,607.00) in connection with the construction of Building 2 before January 1, 2023, which expenditures shall have been capitalized as a capital asset on the books of the Company in accordance with generally accepted accounting principles (the “Building 2 Capital Investment”);
- E. Capital Investment Certificate. The Company shall have submitted a Capital Investment Certificate to the City and such certificate shall confirm that the Company has satisfied the Building 2 Capital Investment requirement;
- F. Commencement of Vertical Construction of Building 2. Commencement of Vertical Construction of Building 2 shall have occurred before July 1, 2021;
- G. Completion of Construction of Building 2. Completion of Construction of Building 2 shall have occurred before January 1, 2023;
- H. Compliance with Development Standards for Building 2. Building 2 shall have been constructed in compliance with the Exterior Finish Board and the Building 2 Façade/Elevation Plan including, without limitation (i) the façade and elevations of Building 2 shall conform substantially to the renderings of the buildings on the Exterior Finish Board; (ii) Building 2 shall have been constructed in compliance with the elevations, materials overlay, composition overlay, scale overlay, proportion overlay, rhythm overlay, transparency overlay, articulation overlay, expression overlay, color overlay, and aesthetic methods set forth on the Exterior Finish Board and the Building 2 Façade/ Elevation Plan; and (iii) the

paint colors, building products and materials used and/or installed in connection with the construction of Building 2 shall comply with the Exterior Finish Board and the Building 2 Façade/Elevation Plan;

- I. Payment of Fees. The Company shall have timely paid to the City all impact fees, permit fees, development fees, review fees and inspection fees in connection with the construction of Building 2 including, without limitation, all Permit Fees and Roadway Impact Fees relating to the construction of Building 2 and the City shall have confirmed receipt of all such impact fees, permit fees, development fees, review fees and inspection fees;
- J. Maintenance Obligations. Building 2 shall be in good repair and condition and shall comply with all building codes, zoning ordinances and all other codes, ordinances and regulations of the City;
- K. Valuation of Building 2. The valuation of Building 2 as appraised by DCAD shall be at least FOUR MILLION TWO HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS (\$4,212,000.00) for the first Tax Year after the Completion of Construction of Building 2 and the time for any protest, challenge or appeal of the taxable valuation of Building 2 for such Tax Year has passed or, if a tax protest has been filed by or on behalf of the Company for such Tax Year, a final, non-appealable administrative order or judicial decision shall have been entered determining the fair market value of Building 2 for such Tax Year to be an amount equal to or greater than FOUR MILLION TWO HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS (\$4,212,000.00);
- L. Payment of Taxes. The Company shall have timely paid, or caused to have been timely paid, the ad valorem taxes assessed against Building 2 for the Tax Year during which the Payment Request is being requested based on a valuation of at least FOUR MILLION TWO HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS (\$4,212,000.00);
- M. Records and Reports. The Company shall have delivered to the City copies of such invoices, paid receipts, payment records and such other documentation as the City may reasonably request to confirm compliance by the Company with the General Conditions Precedent and the Building 2 Additional Conditions Precedent;
- N. Inspection. The Company shall have provided the City, its agents and employees with access to Building 2 at such times as the City may reasonably request to conduct such inspections as the City deems necessary in order to confirm compliance by the Company with the General Conditions Precedent and the Building 2 Additional Conditions Precedent provided the City has given the Company at least seventy-two (72) hours prior written notice of such inspection; and
- O. Representative of Company to Accompany Inspections. The Company shall have provided a representative of the Company to accompany the City during all inspections of Building 2 conducted by the City pursuant to Article VII, Section 3.N. above.

4. Building 3 Additional Conditions Precedent. The Company and the City hereby expressly acknowledge and agree that the Building 3 Installment Payment shall expressly be conditioned upon the satisfaction of all of the General Conditions Precedent and the satisfaction of the following additional conditions precedent: (i) as of the date of the Payment Request submitted in connection with the Building 3 Installment Payment; and (ii) as of the date of the payment of the Building 3 Installment Payment (the “Building 3 Additional Conditions Precedent”), to-wit:

- A. Development of Building 3. The Company shall have planned, designed and constructed an industrial building consisting of between 153,000 square feet and 170,000 square feet on the northern portion of the Land in Substantial Compliance with Site Plan A (“Building 3”);
- B. Payment Request. The Company shall have submitted to the City’s Finance Director at 757 N. Galloway, Mesquite, Texas 75149, a Payment Request for the payment of the Building 3 Installment Payment accompanied by a Building 3 Certificate of Compliance dated effective as of the date of such Payment Request;
- C. Satisfaction of Conditions. As of the date of the Payment Request submitted for the Building 3 Installment Payment, all General Conditions Precedent and all Building 3 Additional Conditions Precedent shall have been satisfied and are then continuing;

- D. Capital Investment. The Company shall have made expenditures in the amount of at least SEVEN MILLION FIVE HUNDRED EIGHTY THOUSAND EIGHT HUNDRED EIGHTY AND NO/100 DOLLARS (\$7,580,880.00) in connection with the construction of Building 3 before January 1, 2023, which expenditures shall have been capitalized as a capital asset on the books of the Company in accordance with generally accepted accounting principles (the “Building 3 Capital Investment”);
- E. Capital Investment Certificate. The Company shall have submitted a Capital Investment Certificate to the City and such certificate shall confirm that the Company has satisfied the Building 3 Capital Investment requirement;
- F. Commencement of Vertical Construction of Building 3. Commencement of Vertical Construction of Building 3 shall have occurred before July 1, 2021;
- G. Completion of Construction of Building 3. Completion of Construction of Building 3 shall have occurred before January 1, 2023;
- H. Compliance with Development Standards for Building 3. Building 3 shall have been constructed in compliance with the Exterior Finish Board and the Building 3 Façade/Elevation Plan including, without limitation (i) the façade and elevations of Building 3 shall conform substantially to the renderings of the buildings on the Exterior Finish Board; (ii) Building 3 shall have been constructed in compliance with the elevations, materials overlay, composition overlay, scale overlay, proportion overlay, rhythm overlay, transparency overlay, articulation overlay, expression overlay, color overlay, and aesthetic methods set forth on the Exterior Finish Board and the Building 3 Façade/Elevation Plan; and (iii) the paint colors, building products and materials used and/or installed in connection with the construction of Building 3 shall comply with the Exterior Finish Board and the Building 3 Façade/Elevation Plan;
- I. Payment of Fees. The Company shall have timely paid to the City all impact fees, permit fees, development fees, review fees and inspection fees in connection with the construction of Building 3 including, without limitation, all Permit Fees and Roadway Impact Fees relating to the construction of Building 3 and the City shall have confirmed receipt of all such impact fees, permit fees, development fees, review fees and inspection fees;
- J. Maintenance Obligations. Building 3 shall be in good repair and condition and shall comply with all building codes, zoning ordinances and all other codes, ordinances and regulations of the City;
- K. Valuation of Building 3. The valuation of Building 3 as appraised by DCAD shall be at least FIVE MILLION FIVE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$5,508,000.00) for the first Tax Year after the Completion of Construction of Building 3 and the time for any protest, challenge or appeal of the taxable valuation of Building 3 for such Tax Year has passed or, if a tax protest has been filed by or on behalf of the Company for such Tax Year, a final, non-appealable administrative order or judicial decision shall have been entered determining the fair market value of Building 3 for such Tax Year to be an amount equal to or greater than FIVE MILLION FIVE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$5,508,000.00);
- L. Payment of Taxes. The Company shall have timely paid, or caused to have been timely paid, the ad valorem taxes assessed against Building 3 for the Tax Year during which the Payment Request is being requested based on a valuation of at least FIVE MILLION FIVE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$5,508,000.00);
- M. Records and Reports. The Company shall have delivered to the City copies of such invoices, paid receipts, payment records and such other documentation as the City may reasonably request to confirm compliance by the Company with the General Conditions Precedent and the Building 3 Additional Conditions Precedent;
- N. Inspection. The Company shall have provided the City, its agents and employees with access to Building 3 at such times as the City may reasonably request to conduct such inspections as the City deems necessary in order to confirm compliance by the Company with the General Conditions

Precedent and the Building 3 Additional Conditions Precedent provided the City has given the Company at least seventy-two (72) hours prior written notice of such inspection; and

O. Representative of Company to Accompany Inspections. The Company shall have provided a representative of the Company to accompany the City during all inspections of Building 3 conducted by the City pursuant to Article VII, Section 4.N. above.

5. Building 4 Additional Conditions Precedent. The Company and the City hereby expressly acknowledge and agree that the Building 4 Installment Payment shall expressly be conditioned upon the satisfaction of all of the General Conditions Precedent and the satisfaction of the following additional conditions precedent: (i) as of the date of the Payment Request submitted in connection with the Building 4 Installment Payment; and (ii) as of the date of the payment of the Building 4 Installment Payment (the “Building 4 Additional Conditions Precedent”), to-wit:

A. Development of Building 4. The Company shall have planned, designed and constructed an industrial building consisting of between 126,000 square feet and 140,000 square feet on the southern portion of the Land in Substantial Compliance with Site Plan B (“Building 4”);

B. Payment Request. The Company shall have submitted to the City’s Finance Director at 757 N. Galloway, Mesquite, Texas 75149, a Payment Request for the payment of the Building 4 Installment Payment accompanied by a Building 4 Certificate of Compliance dated effective as of the date of such Payment Request;

C. Satisfaction of Conditions. As of the date of the Payment Request submitted for the Building 4 Installment Payment, all General Conditions Precedent and all Building 4 Additional Conditions Precedent shall have been satisfied and are then continuing;

D. Capital Investment. The Company shall have made expenditures in the amount of at least EIGHT MILLION ONE HUNDRED NINETY-EIGHT THOUSAND TWO HUNDRED SEVENTY-THREE AND NO/100 DOLLARS (\$8,198,273.00) in connection with the construction of Building 4 before January 1, 2023 which expenditures shall have been capitalized as a capital asset on the books of the Company in accordance with generally accepted accounting principles (the “Building 4 Capital Investment”);

E. Capital Investment Certificate. The Company shall have submitted a Capital Investment Certificate to the City and such certificate shall confirm that the Company has satisfied the Building 4 Capital Investment requirement;

F. Commencement of Vertical Construction of Building 4. Commencement of Vertical Construction of Building 4 shall have occurred before July 1, 2021;

G. Completion of Construction of Building 4. Completion of Construction of Building 4 shall have occurred before January 1, 2023;

H. Compliance with Development Standards for Building 4. Building 4 shall have been constructed in compliance with the Exterior Finish Board and the Building 4 Façade/Elevation Plan including, without limitation (i) the façade and elevations of Building 4 shall conform substantially to the renderings of the buildings on the Exterior Finish Board; (ii) Building 4 shall have been constructed in compliance with the elevations, materials overlay, composition overlay, scale overlay, proportion overlay, rhythm overlay, transparency overlay, articulation overlay, expression overlay, color overlay, and aesthetic methods set forth on the Exterior Finish Board and the Building 4 Façade/ Elevation Plan; and (iii) the paint colors, building products and materials used and/or installed in connection with the construction of Building 4 shall comply with the Exterior Finish Board and the Building 4 Façade/Elevation Plan;

I. Payment of Fees. The Company shall have timely paid to the City all impact fees, permit fees, development fees, review fees and inspection fees in connection with the construction of Building 4 including, without limitation, all Permit Fees and Roadway Impact Fees relating to the construction of Building 4 and the City shall have confirmed receipt of all such impact fees, permit fees, development fees, review fees and inspection fees;

- J. Maintenance Obligations. Building 4 shall be in good repair and condition and shall comply with all building codes, zoning ordinances and all other codes, ordinances and regulations of the City;
- K. Valuation of Building 4. The valuation of Building 4 as appraised by DCAD shall be at least FIVE MILLION ONE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$5,151,600.00) for the first Tax Year after the Completion of Construction of Building 4 and the time for any protest, challenge or appeal of the taxable valuation of Building 4 for such Tax Year has passed or, if a tax protest has been filed by or on behalf of the Company for such Tax Year, a final, non-appealable administrative order or judicial decision shall have been entered determining the fair market value of Building 4 for such Tax Year to be an amount equal to or greater than FIVE MILLION ONE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$5,151,600.00);
- L. Payment of Taxes. The Company shall have timely paid, or caused to have been timely paid, the ad valorem taxes assessed against Building 4 for the Tax Year during which the Payment Request is being requested based on a valuation of FIVE MILLION ONE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$5,151,600.00);
- M. Records and Reports. The Company shall have delivered to the City copies of such invoices, paid receipts, payment records and such other documentation as the City may reasonably request to confirm compliance by the Company with the General Conditions Precedent and the Building 4 Additional Conditions Precedent;
- N. Inspection. The Company shall have provided the City, its agents and employees with access to Building 4 at such times as the City may reasonably request to conduct such inspections as the City deems necessary in order to confirm compliance by the Company with the General Conditions Precedent and the Building 4 Additional Conditions Precedent provided the City has given the Company at least seventy-two (72) hours prior written notice of such inspection; and
- O. Representative of Company to Accompany Inspections. The Company shall have provided a representative of the Company to accompany the City during all inspections of the Building 4 conducted by the City pursuant to Article VII, Section 5.N. above.

6. Building 5 Additional Conditions Precedent. The Company and the City hereby expressly acknowledge and agree that the Building 5 Installment Payment shall expressly be conditioned upon the satisfaction of all of the General Conditions Precedent and the satisfaction of the following additional conditions precedent: (i) as of the date of the Payment Request submitted in connection with the Building 5 Installment Payment; and (ii) as of the date of the payment of the Building 5 Installment Payment (the “Building 5 Additional Conditions Precedent”), to-wit:

- A. Development of Building 5. The Company shall have planned, designed and constructed an industrial building consisting of between 153,000 square feet and 170,000 square feet on the southern portion of the Land in Substantial Compliance with Site Plan B (“Building 5”);
- B. Payment Request. The Company shall have submitted to the City’s Finance Director at 757 N. Galloway, Mesquite, Texas 75149, a Payment Request for the payment of the Building 5 Installment Payment accompanied by a Building 5 Certificate of Compliance dated effective as of the date of such Payment Request;
- C. Satisfaction of Conditions. As of the date of the Payment Request submitted for the Building 5 Installment Payment, all General Conditions Precedent and all Building 5 Additional Conditions Precedent shall have been satisfied and are then continuing;
- D. Capital Investment. The Company shall have made expenditures in the amount of at least EIGHT MILLION FOUR HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED TWENTY-ONE AND NO/100 DOLLARS (\$8,497,621.00) in connection with the construction of Building 5 before January 1, 2023, which expenditures shall have been capitalized as a capital asset on the books of the Company in accordance with generally accepted accounting principles (the “Building 5 Capital Investment”);

- E. Capital Investment Certificate. The Company shall have submitted a Capital Investment Certificate to the City and such certificate shall confirm that the Company has satisfied the Building 5 Capital Investment requirement;
- F. Commencement of Vertical Construction of Building 5. Commencement of Vertical Construction of Building 5 shall have occurred before July 1, 2021;
- G. Completion of Construction of Building 5. Completion of Construction of Building 5 shall have occurred before January 1, 2023;
- H. Compliance with Development Standards for Building 5. Building 5 shall have been constructed in compliance with the Exterior Finish Board and the Building 5 Façade/Elevation Plan including, without limitation (i) the façade and elevations of Building 5 shall conform substantially to the renderings of the buildings on the Exterior Finish Board; (ii) Building 5 shall have been constructed in compliance with the elevations, materials overlay, composition overlay, scale overlay, proportion overlay, rhythm overlay, transparency overlay, articulation overlay, expression overlay, color overlay, and aesthetic methods set forth on the Exterior Finish Board and the Building 5 Façade/ Elevation Plan; and (iii) the paint colors, building products and materials used and/or installed in connection with the construction of Building 5 shall comply with the Exterior Finish Board and the Building 5 Façade/Elevation Plan;
- I. Payment of Fees. The Company shall have timely paid to the City all impact fees, permit fees, development fees, review fees and inspection fees in connection with the construction of Building 5 including, without limitation, all Permit Fees and Roadway Impact Fees relating to the construction of Building 5 and the City shall have confirmed receipt of all such impact fees, permit fees, development fees, review fees and inspection fees;
- J. Maintenance Obligations. Building 5 shall be in good repair and condition and shall comply with all building codes, zoning ordinances and all other codes, ordinances and regulations of the City;
- K. Valuation of Building 5. The valuation of Building 5 as appraised by DCAD shall be at least FOUR MILLION FIVE HUNDRED THIRTY-SIX THOUSAND AND NO/100 DOLLARS (\$4,536,000.00) for the first Tax Year after the Completion of Construction of Building 5 and the time for any protest, challenge or appeal of the taxable valuation of Building 5 for such Tax Year has passed or, if a tax protest has been filed by or on behalf of the Company for such Tax Year, a final, non-appealable administrative order or judicial decision shall have been entered determining the fair market value of Building 5 for such Tax Year to be an amount equal to or greater than FOUR MILLION FIVE HUNDRED THIRTY-SIX THOUSAND AND NO/100 DOLLARS (\$4,536,000.00);
- L. Payment of Taxes. The Company shall have timely paid, or caused to have been timely paid, the ad valorem taxes assessed against Building 5 for the Tax Year during which the Payment Request is being requested based on a valuation of at least FOUR MILLION FIVE HUNDRED THIRTY-SIX THOUSAND AND NO/100 DOLLARS (\$4,536,000.00);
- M. Records and Reports. The Company shall have delivered to the City copies of such invoices, paid receipts, payment records and such other documentation as the City may reasonably request to confirm compliance by the Company with the General Conditions Precedent and the Building 5 Additional Conditions Precedent;
- N. Inspection. The Company shall have provided the City, its agents and employees with access to Building 5 at such times as the City may reasonably request to conduct such inspections as the City deems necessary in order to confirm compliance by the Company with the General Conditions Precedent and the Building 5 Additional Conditions Precedent provided the City has given the Company at least seventy-two (72) hours prior written notice of such inspection; and
- O. Representative of Company to Accompany Inspections. The Company shall have provided a representative of the Company to accompany the City during all inspections of Building 5 conducted by the City pursuant to Article VII, Section 6.N. above.

7. Republic Parkway and Columbia Parkway Conditions Precedent. The Company and the City hereby expressly acknowledge and agree that the payment of the Republic Parkway and Columbia Parkway Grant (hereinafter defined) shall expressly be conditioned upon the satisfaction of the General Conditions Precedent and the satisfaction of the following additional conditions precedent: (i) as of the date of the Payment Request submitted in connection with the payment of the Republic Parkway and Columbia Parkway Grant; and (ii) as of the date of payment of the Republic Parkway and Columbia Parkway Grant (hereinafter defined) (the “Republic Parkway and Columbia Parkway Additional Conditions Precedent”), to-wit:

- A. Payment Request. The Company shall have submitted to the City’s Finance Director at 757 N. Galloway, Mesquite, Texas 75149, a Payment Request for the payment of the Republic Parkway and Columbia Parkway Grant (hereinafter defined) accompanied by a Republic Parkway and Columbia Parkway Certificate of Compliance dated effective as of the date of such Payment Request;
- B. Satisfaction of Conditions. As of the date of the Payment Request submitted for the Republic Parkway and Columbia Parkway Grant (hereinafter defined), all General Conditions Precedent and all Republic Parkway and Columbia Parkway Additional Conditions Precedent shall have been satisfied and are then continuing;
- C. Completion of the Republic Parkway and Columbia Parkway Improvements. The Republic Parkway and Columbia Parkway Improvements shall have been: (i) completed in accordance with all applicable City standards, ordinances and regulations; (ii) dedicated to the City; and (iii) accepted in writing by the City, not to be unreasonably withheld;
- D. Requirements. The Company shall have: (i) submitted to the City unit prices for the work to be performed pursuant to the construction contract(s) for the Republic Parkway and Columbia Parkway Improvements and the City shall have approved such unit prices in writing as being reasonable; (ii) submitted to the City a payment bond and a performance bond in form reasonably acceptable to the City Attorney in the amount equal to one hundred percent (100%) of the contract amount for the construction of the Republic Parkway and Columbia Parkway Improvements; (iii) complied in all respects with the Project Closeout and Acceptance Requirements set forth in **Exhibit “J”** attached hereto and made a part hereof for all purposes (the “Closeout and Acceptance Requirements”); (iv) complied in all respects with the Requirements for Record Drawings and Plats for Private Development Projects attached hereto as **Exhibit “K”** and made a part hereof for all purposes (the “Record Drawings and Plat Requirements”); and (v) paid all contractors, subcontractors, suppliers, laborers and materialmen for all labor and materials in connection with the construction of the Republic Parkway and Columbia Parkway Improvements;
- E. Payment of Fees. The Company shall have timely paid to the City all Roadway Impact Fees in connection with the Project and the City shall have confirmed receipt of such Roadway Impact Fees; and
- F. Records and Reports. The Company shall have delivered to the City copies of such invoices, paid receipts, payment records, lien waivers, bills paid affidavits and such other documentation as the City may reasonably request to confirm the actual costs incurred and paid by the Company in connection with the construction of the Republic Parkway and Columbia Parkway Improvements and to confirm compliance by the Company with the General Conditions Precedent and the Republic Parkway and Columbia Parkway Additional Conditions Precedent.

ARTICLE VIII

Economic Development Incentives

1. Permit Fee Grant. The City hereby approves, subject to the annual appropriation of funds, the conditions precedent more fully set forth in Article VII above and referenced in Article VIII, Section 4 below, and the covenants and limitations set forth in this Agreement, an economic development grant to the Company in the amount of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) to reimburse the Company for Permit Fees paid by the Company to the City in connection with the Project (the “Permit Fee Grant”).

2. Republic Parkway and Columbia Parkway Grant. The City hereby approves, subject to the annual appropriation of funds, the General Conditions Precedent, the Republic Parkway and Columbia Parkway Additional Conditions Precedent, and the covenants and limitations set forth in this Agreement, an economic development grant to the Company in the amount equal to *the lesser of:* (i) the actual costs incurred and paid by the Company in connection with the construction of the Republic Parkway and Columbia Parkway Improvements; and (ii) SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) (the “Republic Parkway and Columbia Parkway Grant”).

3. Cash Grant. The City hereby approves, subject to the annual appropriation of funds, the conditions precedent more fully set forth in Article VII above and referenced in Article VIII, Section 4 below, and the covenants and limitations set forth in this Agreement, an economic development grant to the Company in the amount equal to the difference between SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) and the Republic Parkway and Columbia Parkway Grant. By way of example only: (i) if the Republic Parkway and Columbia Parkway Grant is SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00), the amount of the Cash Grant would be ZERO DOLLARS (\$0.00); or (ii) if the Republic Parkway and Columbia Parkway Grant is FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), the amount of the Cash Grant would be ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00).

4. Payment of Permit Fee Grant and Cash Grant. Provided the conditions precedent more fully set forth in the table below have been satisfied and are then continuing, and subject to the annual appropriation of funds and the covenants and limitations set forth in this Agreement, the City will pay the Permit Fee Grant and Cash Grant to the Company in five (5) installments, in such amounts, under such conditions and on the dates more fully set forth below:

Installment Payment	Conditions Precedent to Installment Payment	Installment Payment Amount	Installment Payment Due Date
Building 1 Installment Payment	All General Conditions Precedent and all Building 1 Additional Conditions Precedent have been satisfied and are then continuing	\$116,580.00 + the amount equal to 1/5 th of the Cash Grant	Ninety (90) days after all General Conditions Precedent and all Building 1 Additional Conditions Precedent have been satisfied and are then continuing
Building 2 Installment Payment	All General Conditions Precedent and all Building 2 Additional Conditions Precedent have been satisfied and are then continuing	\$39,810.00 + the amount equal to 1/5 th of the Cash Grant	Ninety (90) days after all General Conditions Precedent and all Building 2 Additional Conditions Precedent have been satisfied and are then continuing
Building 3 Installment Payment	All General Conditions Precedent and all Building 3 Additional Conditions Precedent have been satisfied and are then continuing	\$52,050.00 + the amount equal to 1/5 th of the Cash Grant	Ninety (90) days after all General Conditions Precedent and all Building 3 Additional Conditions Precedent have been satisfied and are then continuing
Building 4 Installment Payment	All General Conditions Precedent and all Building 4 Additional Conditions Precedent have been satisfied and are then continuing	\$48,690.00 + the amount equal to 1/5 th of the Cash Grant	Ninety (90) days after all General Conditions Precedent and all Building 4 Additional Conditions Precedent have been satisfied and are then continuing
Building 5 Installment Payment	All General Conditions Precedent and all Building 5 Additional Conditions Precedent have been satisfied and are then continuing	\$42,870.00 + the amount equal to 1/5 th of the Cash Grant	Ninety (90) days after all General Conditions Precedent and all Building 5 Additional Conditions Precedent have been satisfied and are then continuing

5. Payment of Republic Parkway and Columbia Parkway Grant. Provided all General Conditions Precedent and all Republic Parkway and Columbia Parkway Additional Conditions Precedent have been satisfied and are then continuing, and subject to the annual appropriation of funds and the covenants and limitations set forth in this Agreement, the City will pay the Republic Parkway and Columbia Parkway Grant to the Company in one (1) installment payment within ninety (90) days after all General Conditions Precedent and all Republic Parkway and Columbia Parkway Additional Conditions Precedent have been satisfied and are then continuing.

6. Maximum Incentive Amount. Notwithstanding anything contained herein to the contrary, subject to the annual appropriation of funds and the conditions precedent, covenants, and limitations set forth in this Agreement, the maximum cumulative amount of Economic Development Incentives payable under the terms of this Agreement is NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00). If there is any conflict between this Article VIII, Section 6 and any other term or provision of this Agreement, this Article VIII, Section 6, shall control.

7. Funds Available for Payment of Economic Development Incentives. The Economic Development Incentives payable by the City to the Company as more fully set forth in this Agreement are 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. The Republic Parkway and Columbia Parkway Grant is not payable from the Roadway Impact Fees paid by the Company. The Economic Development Incentives payable hereunder shall be paid only from funds of the City authorized by Article III, Section 52-a, of the Texas Constitution and Texas Local Government Code Chapter 380. The Parties agree no other source of funds of the City is subject to the payment of the Economic Development Incentives. The Economic Development Incentives are subject to the City's appropriation of funds for such purpose to be paid in the budget year for which each payment of the Economic Development Incentives is to be paid. In the event of any conflict between the terms and provisions of this Article VIII, Section 7 and any other term or provision of this Agreement, the terms and provisions of this Article VIII, Section 7 shall control. This Article VIII, Section 7 shall expressly survive the expiration or termination of this Agreement.

ARTICLE IX

Insurance Indemnification

1. Insurance. With no intent to limit any contractor's liability or obligation for indemnification, the Company shall maintain or cause to be maintained, by the contractor(s) constructing the Republic Parkway and Columbia Parkway Improvements, the types of coverage and amounts of insurance set forth in **Exhibit "L"** attached hereto and made a part hereof for all purposes, such insurance shall contain such terms and provisions as set forth on **Exhibit "L"** and shall be in full force and effect at all times during construction of the Republic Parkway and Columbia Parkway Improvements.

2. Waiver of Subrogation. The worker's compensation, employers' liability and general liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City as more fully set forth in **Exhibit "L"**.

3. Additional Insured. As more fully set forth in **Exhibit "L,"** the general liability and auto liability insurance coverage required pursuant to this Agreement shall include and name the City as an additional insured.

4. Written Notice of Cancellation. Each policy required by this Agreement, except worker's compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage.

5. Policies, Endorsements and Certificates of Insurance. The Company shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the commencement of construction of the Republic Parkway and Columbia Parkway Improvements and within 10 days before expiration of coverage, the Company shall cause each contractor to deliver renewal policies or certificates of insurance evidencing renewal and payment of the renewal premium. In addition, the Company shall cause each contractor to provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies) within ten (10) business days after written request by the City.

6. **Carriers.** All policies of insurance required to be obtained by the Company and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the State of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A-” or “VII” by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Company’s and its contractors’ insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

7. **INDEMNIFICATION.** THE COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS AND EMPLOYEES (EACH AN “INDEMNITEE”) FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, DEMANDS, LOSSES, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, FINES, PENALTIES AND COSTS INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES, COURT COSTS AND LITIGATION EXPENSES, FOR PERSONAL INJURY (INCLUDING DEATH) OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM ANY ACT OR OMISSION ON THE PART OF THE COMPANY AND ITS’ OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS AND ITS CONTRACTORS’ AND SUBCONTRACTORS’ OFFICERS, AGENTS AND EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE CONSTRUCTION OF THE REPUBLIC PARKWAY AND COLUMBIA PARKWAY IMPROVEMENTS (EXCEPT WHEN SUCH LIABILITY, DAMAGES, CLAIMS, DEMANDS, LOSSES, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, FINES, PENALTIES, OR COSTS ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE). NOTHING CONTAINED IN THIS ARTICLE IX, SECTION 7 SHALL CONSTITUTE A WAIVER OF ANY GOVERNMENTAL IMMUNITY OR DEFENSE AVAILABLE TO ANY INDEMNITEE UNDER TEXAS LAW. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ANY INDEMNITEE, COMPANY SHALL BE REQUIRED ON NOTICE FROM INDEMNITEE, TO DEFEND SUCH ACTION OR PROCEEDING AT COMPANY’S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO INDEMNITEE. THE PROVISIONS OF THIS ARTICLE IX, SECTION 7 ARE NOT TO BE STRICTLY CONSTRUED, ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY THIRD PARTY. IF ANY PART OF THIS INDEMNITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THE REMAINING PORTION OF THIS INDEMNITY SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PROVISIONS OF THIS ARTICLE IX, SECTION 7 SHALL EXPRESSLY SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE X

Defaults Recapture of Incentives Remedies

1. **Company Default.** The Company shall be in default of this Agreement: (i) upon the occurrence of an Event of Bankruptcy or Insolvency of the Company; (ii) upon any assignment of this Agreement by the Company in violation of Article XI, Section 1 of this Agreement; or (iii) if the Company fails to timely keep or perform any term, provision, agreement, covenant, condition or obligation to be kept or performed by the Company under the terms of this Agreement and such failure continues for sixty (60) days after written notice by the City to the Company (each a “Company Default”).

2. **City Remedies.** In the event of a Company Default, the City shall have no obligation to pay any future Economic Development Incentive payment to the Company and the City shall have the right to: (i) terminate this Agreement by written notice to the Company; (ii) recapture all or a portion of the Economic Development Incentive payments previously paid by the City to the Company as more fully set forth in Article X, Section 3 below; and (iii) exercise any and/or all other rights and/or remedies available to the City pursuant to the laws of the State of Texas, provided however, the City shall not be entitled to the recovery of attorneys’ fees (except in the event of the exercise of the City of the remedies set forth in Chapter 2264 of the Texas Government Code) or consequential, punitive, exemplary or speculative damages.

3. **Recapture of Economic Development Incentives.** In the event of a Company Default, the Company shall immediately pay to the City, at the City's address set forth in Article XI, Section 2 of this Agreement, or such other address as the City may hereafter notify the Company in writing, the following amounts:

Number of Installment Payments made by City for Buildings "Completed" as of date of Company Default	Percentage of Economic Development Incentive Payments Previously Paid by the City to the Company to be Recaptured
1	80%
2	60%
3	40%
4	20%
5	0%

The term "Completed" as used in this Article X, Section 3 shall mean that the Building has been substantially completed as evidenced by the issuance by the City of a final inspection, final green tag, certificate of completion, or other equivalent, confirming completion of the requirements of the Building Permit issued by the City in connection with the construction of such Building. In the event the Company fails to timely pay any sums due by the Company to the City pursuant to this Article X, Section 3 the Company shall be in breach of this Agreement and the City shall have the right, without further demand or notice to the Company, to exercise any and/or all rights and/or remedies available to the City pursuant to the laws of the State of Texas including, without limitation, institution of a suit in a court of competent jurisdiction, to collect such sums.

4. **City Default.** The City shall be in default of this Agreement: (i) upon the occurrence of an Event of Bankruptcy or Insolvency of the City; or (ii) if the City fails to timely keep or perform any term, provision, agreement, covenant, condition or obligation to be kept or performed by the City under the terms of this Agreement and such failure continues for sixty (60) days after written notice by the Company to the City (a "City Default").

5. **Company Remedies.** Upon the occurrence of a City Default, the Company shall be entitled to the following damages:

- (i) the total amount of damages, if any, awarded against the City shall be limited to actual damages in an amount not to exceed the following amounts, less all Economic Development Incentive payments previously paid by the City to the Company:

Number of Buildings "Completed" as of date of City Default	Maximum Amount of Actual Damages
5	100%
4	80%
3	60%
2	40%
1	20%
0	0%

The term "Completed" as used in this Article X, Section 5 shall mean that the Building has been substantially completed as evidenced by the issuance by the City of a final inspection, final green tag, certificate of completion, or other equivalent, confirming completion of the requirements of the Building Permit issued by the City in connection with the construction of such Building;

- (ii) the recovery of damages against the City shall not include consequential, punitive, exemplary, or speculative damages;
- (iii) the Company shall not recover attorney's fees; and
- (iv) the Company shall not be entitled to specific performance or injunctive relief against the City.

6. **Survival.** All terms, provisions, agreements, covenants, conditions, obligations, rights and remedies of each Party pursuant to this Article X shall expressly survive the expiration or termination of this Agreement.

ARTICLE XI

Miscellaneous Provisions

1. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and permitted assigns provided, however, notwithstanding anything contained herein to the contrary, except as expressly set forth in this Article XI, Section 1, this Agreement and the rights and obligations of the Company may not be assigned or transferred by the Company without the prior written consent of the City, which may be withheld in the City's sole discretion. In the event the Company is a corporation or limited liability company, the sale, transfer or assignment of a controlling interest in the shares of the Company or the sale, transfer or assignment of a controlling interest in the membership interests of the Company shall constitute an assignment of this Agreement and the failure of the Company to obtain the prior written consent of the City prior to such sale, transfer or assignment of such shares or membership interests shall be an attempted assignment of this Agreement in violation of this Agreement and shall constitute a breach of this Agreement by the Company. In the event the Company is a partnership, the sale, transfer or assignment of a controlling interest in the shares of a corporation or the membership interests of a limited liability company or the partnership interests of a partnership that is the Company's general or managing partner shall constitute an assignment of this Agreement and the failure of the Company to obtain the prior written consent of the City prior to such sale, transfer or assignment of such shares, membership interests or partnership interests shall be an attempted assignment of this Agreement in violation of this Agreement and shall constitute a breach of this Agreement by the Company. The Company, or any approved assignee, shall have the right to collaterally assign, mortgage, pledge, grant a lien or security interest in, or otherwise encumber any receivables under this Agreement or the interest of the Company or any approved assignee under this Agreement (a "Collateral Assignment") to any lender of the Company or any approved assignee providing financing for the Project ("Lender") provided: (i) the Lender, the Company, or approved assignee, provides written notice of such Collateral Assignment to the City within ten (10) days from the effective date of such assignment; and (ii) the Collateral Assignment provides that the City shall have the right to pay any Economic Development Incentives to the Company or any approved assignee until the City is in actual receipt of a written notice by the Lender that the Company or approved assignee is in default of its obligations to the Lender ("Lender Notice of Default"). Neither the Company nor any approved assignee shall, by operation of law or otherwise, collaterally assign, mortgage, pledge, grant a lien or security interest in, or otherwise encumber any interest in any receivables under this Agreement or the interest of the Company or any approved assignee under this Agreement, to any Person other than a Lender without obtaining the City's prior written consent, which may be withheld in the City's sole discretion. A Collateral Assignment shall not obligate any Lender to perform any obligation or incur any liability under this Agreement unless the Lender agrees in writing to perform such obligations or incur such liability provided, however, notwithstanding the foregoing, no Person including, without limitation, a Lender, acquiring an interest in this Agreement through the foreclosure or exercise of any rights of a Lender pursuant to a Collateral Assignment, whether judicial or non-judicial, shall be entitled to any Economic Development Incentives, rights or benefits under this Agreement until: (i) all defaults under this Agreement have been cured; and (ii) such Person has provided the City with an agreement executed by such Person agreeing to assume and timely keep and perform all terms, provisions, agreements, covenants, conditions and obligations of the Company under the terms of this Agreement. Any consent by the City to any assignment of this Agreement shall be held to apply only to the specific transaction thereby authorized and shall not constitute a waiver of the necessity for such consent to any subsequent assignment. No assignment of this Agreement shall contain any terms in contravention of any provisions of this Agreement. Except as expressly set forth in this Agreement, no assignment of this Agreement shall be effective unless: (i) the assignment is in writing signed by the assignor and the assignee; (ii) the assignee assumes the assignor's obligation to timely keep and perform all terms, provisions, agreements, covenants, conditions and obligations of the assignor under the terms of this Agreement; (iii) a true and correct copy of such assignment has been provided to the City; and (iv) the City has consented to such assignment in writing. Every assignee shall be subject to and bound by all the provisions, covenants, and conditions of this Agreement and shall be required to obtain the prior written consent of the City with respect to any future or further assignment. Any attempted assignment in violation of the terms and provisions of this Agreement shall be void and shall constitute a material breach of this Agreement by the Company and in the event the Company attempts to assign this Agreement in violation of this Article XI, Section 1, the City shall have the right to terminate this Agreement by written notice to the Company.

2. Notices. 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). Except as set forth herein: (i) 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; (ii) 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; and (iii) notices given in any other manner shall be effective and deemed delivered only if and when received by the addressee. Notwithstanding anything contained herein to the contrary, a Lender Notice of Default shall not be deemed effective or delivered until actually received by the Director of Finance, the City Manager, or the City Attorney of the City. For purposes of notice, the addresses of the Parties shall be 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:

COMPANY: CH Realty VIII-Urban Logistics I Dallas Urban District 30, L.P.
5440 Harvest Hill Road
Suite 240
Dallas, Texas 75230
Attn: Jason Nunley
Phone: (214) 714-1411

With a copy to: Jackson Walker L.L.P.
2323 Ross Avenue, Ste. 600
Dallas, TX 75201
Attention: Bill Dahlstrom

CITY: City of Mesquite
1515 N. Galloway Avenue
Mesquite, TX 75149
Attention: City Manager

With a copy to: Director of Economic Development
City of Mesquite
1515 N. Galloway Ave.
Mesquite, Texas 75149

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

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

4. Remedies Cumulative. The Parties hereby agree that each right and remedy of the Parties provided for in this Agreement shall be cumulative.

5. Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

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

7. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any Party.

8. **Waivers.** All waivers, to be effective, must be in writing and signed by the waiving Party. No failure by any Party to insist upon the strict or timely performance of any covenant, duty, agreement, term or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term or condition. No delay or omission in the exercise of any right or remedy accruing to any Party shall impair such right or remedy or be construed as a waiver of any such breach or a waiver of any breach theretofore or thereafter occurring.

9. **Governing Law; Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas (without giving effect to any conflict of law principles that would result in the application of the laws of any state other than Texas). The Parties agree that venue of any suit to construe or enforce this Agreement shall lie exclusively in state courts in Dallas County, Texas and agree to submit to the personal and subject matter jurisdiction of such courts.

10. **WAIVER OF CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECULATIVE DAMAGES.** **THE COMPANY AND THE CITY AGREE THAT, IN CONNECTION WITH ANY ACTION, SUIT OR PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT, EACH PARTY MUTUALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM FOR CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECULATIVE DAMAGES.**

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

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

13. **No Third-Party Beneficiaries.** The Parties to this Agreement do not intend to create any third-party beneficiaries of the contract rights contained herein. This Agreement shall not create any rights in any individual or entity that is not a signatory hereto. No Person who is not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary.

14. **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.

15. **Counterparts.** This Agreement may be executed in any number of original, facsimile or electronically-scanned counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument.

16. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. There are no oral agreements between the Parties.

17. **Authority.** The Company represents that it is duly formed, validly existing and in good standing under the laws of the State of its formation and is duly authorized to transact business in the State of Texas. The Company represents that it has the full power and authority to enter into and fulfill its obligations under this Agreement and that the Person signing this Agreement on behalf of the Company has the authority to sign this Agreement on behalf of the Company.

18. **City Council Authorization.** This Agreement was authorized by resolution of the City Council approved at a City Council meeting.

19. **Usury Savings Clause.** The Company and the City intend to conform strictly to all applicable usury laws. All agreements of the City and the Company are hereby limited by the provisions of this Article XI, Section 19 which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no event shall any interest contracted for, charged, received, paid or collected under the terms of this

Agreement exceed the Maximum Lawful Rate or amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under applicable law. If, from any possible development of any document, interest would otherwise be payable to City in excess of the Maximum Lawful Rate, any such construction shall be subject to the provisions of this Article XI, Section 19 and such document shall be automatically reformed and the interest payable to the City shall be automatically reduced to the Maximum Lawful Rate, without the necessity of execution of any amendment or new document. If the City shall ever receive anything of value which is characterized as interest under applicable law and which would apart from this provision be in excess of the Maximum Lawful Rate, an amount equal to the amount which would have been excessive interest shall at the option of the City be refunded to Company or applied to the reduction of the principal amount owing under this Agreement or such document in the inverse order of its maturity and not to the payment of interest. The right to accelerate any indebtedness does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and City does not intend to charge or receive any unearned interest in the event of acceleration. All interest paid or agreed to be paid to the City shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the Maximum Lawful Rate.

20. City Inspections. The Company acknowledges and agrees that all inspections of the Republic Parkway and Columbia Parkway Improvements conducted by the City, the City's agents, representatives, employees, engineers and/or independent contractors, shall be for the sole benefit and protection of the City and shall not be for the benefit or protection of the Company or any other Person. The Company acknowledges that the Company, or the Company's duly authorized agents, will make its own inspections and that the Company will not rely on any inspections made by the City, the City's agents, representatives, employees, engineers and/or independent contractors.

21. Form 1295 Certificate. The Company agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Company agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and 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, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

22. Development Standards. The Parties acknowledge that effective September 1, 2019, the Legislature of the State of Texas enacted HB 2439, codified at V.T.C.A., Government Code, Title 10, Subtitle Z "*Miscellaneous Provisions Prohibiting Certain Government Actions*", Chapter 3000 "*Governmental Action Affecting Residential and Commercial Construction*", regarding the regulation by municipalities of building products, materials, and aesthetic methods for residential and commercial buildings (the "Act"). Specifically, §3000.002 of the Act prohibits cities from adopting or enforcing a rule, charter provision, ordinance, order, building code or other regulation that prohibits or limits the use or installation of certain building products or materials or that establishes certain standards for building products, materials or aesthetic methods. The Company acknowledges that, notwithstanding the Act, in consideration of the agreement of the City to pay the Economic Development Incentives to the Company under the terms and subject to the conditions set forth in this Agreement, the Company is contractually agreeing: (i) to construct the façade and elevations of all of the Buildings to conform substantially to the renderings of the buildings on the Exterior Finish Board; (ii) to construct Building 1 in compliance with the Exterior Finish Board and the Building 1 Façade/Elevation Plan including, without limitation, the Company agrees: (a) to use and install the paint colors, building products and materials as set forth in the Exterior Finish Board and the Building 1 Façade/Elevation Plan; and (b) to comply with the elevations, materials overlay, composition overlay, scale overlay, proportion overlay, rhythm overlay, transparency overlay, articulation overlay, expression overlay, color overlay, and aesthetic methods as set forth in the Exterior Finish Board and the Building 1 Façade/Elevation Plan; (iii) to construct Building 2 in compliance with the Exterior Finish Board and the Building 2 Façade/Elevation Plan including, without limitation, the Company agrees: (a) to use and install the paint colors, building products and materials as set forth in the Exterior Finish Board and the Building 2 Façade/Elevation Plan; and (b) to comply with the elevations, materials overlay, composition overlay, scale overlay, proportion overlay, rhythm overlay, transparency overlay, articulation overlay, expression overlay, color overlay, and aesthetic methods as set forth in the Exterior Finish Board and the Building 2 Façade/Elevation Plan; (iv) to construct Building 3 in compliance with the Exterior Finish Board and the Building 3 Façade/Elevation Plan including, without limitation, the Company agrees: (a) to use and install the paint colors, building products and materials as set forth in the Exterior Finish Board and the Building 3 Façade/Elevation Plan; and (b) to comply with the elevations, materials overlay, composition overlay, scale overlay, proportion overlay, rhythm overlay, transparency overlay, articulation overlay, expression overlay, color overlay, and aesthetic methods as set forth in the Exterior Finish Board and the Building 3 Façade/Elevation Plan; (v) to construct Building 4 in compliance with the Exterior Finish Board and the Building 4 Façade/Elevation Plan including, without limitation, the Company agrees: (a) to use and install the paint

colors, building products and materials as set forth in the Exterior Finish Board and the Building 4 Façade/Elevation Plan; and (b) to comply with the elevations, materials overlay, composition overlay, scale overlay, proportion overlay, rhythm overlay, transparency overlay, articulation overlay, expression overlay, color overlay, and aesthetic methods as set forth in the Exterior Finish Board and the Building 4 Façade/Elevation Plan; and (vi) to construct Building 5 in compliance with the Exterior Finish Board and the Building 5 Façade/Elevation Plan including, without limitation, the Company agrees: (a) to use and install the paint colors, building products and materials as set forth in the Exterior Finish Board and the Building 5 Façade/Elevation Plan; and (b) to comply with the elevations, materials overlay, composition overlay, scale overlay, proportion overlay, rhythm overlay, transparency overlay, articulation overlay, expression overlay, color overlay, and aesthetic methods as set forth in the Exterior Finish Board and the Building 5 Façade/Elevation Plan. The Parties acknowledge that the provisions of this Article XI, Section 22 is material to the City's agreement to grant the Economic Development Incentives and is a bargained for consideration between the Parties.

23. Execution of Agreement by Parties. If this Agreement is not executed by the Company and the City on or before January 3, 2020, this Agreement will be null and void and of no force or effect.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized agents, officers and/or officials on the dates set forth below.

ATTEST:

By: _____
Sonja Land
City Secretary

Date: _____

**CITY OF MESQUITE,
a Texas home rule municipality**

By: _____
Name: Cliff Keheley
Title: City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney or his Designee

[SIGNATURES CONTINUE ON NEXT PAGE]

COMPANY:

CH Realty VIII-Urban Logistics I Dallas Urban District
30, L.P., a Delaware limited partnership

By: Urban District 30 GP Series, a series of ULR GP
Series, LLC, a Texas series limited company, its
General Partner

By _____
Name: Jason Nunley
Title: Manager

Date: _____

EXHIBIT "A"

Legal Description of Land

TRACT 1:

22.4616 ACRES

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE THEOPALUS THOMAS LEAGUE SURVEY, ABSTRACT NO. 1461 IN THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING ALL OF LOT 2B3 OF TWIN HILLS ESTATES COMMERCIAL, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NO. 201500343732 OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS AND BEING ALL OF THE 22.462 ACRE TRACT OF LAND DESCRIBED IN DEED TO DALLAS CHRISTIAN SCHOOL, A TEXAS NON-PROFIT CORPORATION AND RECORDED IN INSTRUMENT NO. 201600037978 AND CORRECTION INSTRUMENT NO. 201600060115 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS AND BEING A PART OF LAND DESCRIBED IN DEED TO BAYLOR HEALTH CARE SYSTEM AND RECORDED IN VOLUME 94095, PAGE 3481 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO HEALTH CARE REIT INC AND RECORDED IN INSTRUMENT NO. 201200294793, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR CORNER IN THE SOUTH RIGHT-OF-WAY LINE OF REPUBLIC PARKWAY (80' RIGHT-OF-WAY, RECORDED IN VOL. 88248, PG. 3828), SAID POINT BEING THE NORTHEASTERLY CORNER OF SAID LOT 2B3 AND THE WESTERLY CORNER OF LOT 4 IN BLOCK A OF TWIN HILLS ESTATES COMMERCIAL, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 99188, PAGE 1495 OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH $37^{\circ} 43' 13''$ EAST AND DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID REPUBLIC PARKWAY AND FOLLOWING ALONG THE COMMON LINE OF SAID LOTS 2B3 AND LOT 4 AND PASSING AT A DISTANCE OF 332.18 FEET THE COMMON CORNER OF SAID LOT 4 AND LOT 3A IN BLOCK A OF TWIN HILLS ESTATES COMMERCIAL, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2002251 AT PAGE 138 OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS AND ALONG THE COMMON LINE OF SAID LOT 2B3 AND LOT 3A FOR A TOTAL DISTANCE OF 632.18 FEET TO A 1/2" IRON ROD FOUND FOR CORNER IN THE NORTHWEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 30 (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1176.30 FEET WITH A CENTRAL ANGLE OF $02^{\circ} 25' 54''$ AND A CHORD BEARING SOUTH $53^{\circ} 36' 02''$ WEST AT A DISTANCE OF 49.92 FEET;

THENCE SOUTHWESTERLY AND FOLLOWING ALONG SAID CURVE TO THE RIGHT AND ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 30 (VARIABLE WIDTH RIGHT-OF-WAY) FOR AN ARC DISTANCE OF 49.92 FEET TO A POINT FOR CORNER;

THENCE SOUTH $54^{\circ} 48' 42''$ WEST (BASIS OF BEARINGS PER PLAT RECORDED IN INSTRUMENT NO. 201500343732 OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS) AND CONTINUING ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 30 FOR A DISTANCE OF 799.68 FEET TO THE SOUTHERLY CORNER OF SAID LOT 2B3 AND THE SOUTHEAST CORNER OF LOT 2B4 IN BLOCK A OF THE SAID TWIN HILLS ESTATES COMMERCIAL TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" SET FOR CORNER;

THENCE NORTH $35^{\circ} 11' 18''$ WEST AND DEPARTING THE NORTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 30 AND ALONG THE COMMON LINE OF SAID LOTS 2B3 AND 2B4 FOR A DISTANCE OF 372.22 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" FOR CORNER;

THENCE SOUTH $54^{\circ} 48' 42''$ WEST AND CONTINUING ALONG THE COMMON LINE OF SAID LOTS 2B3 AND 2B4 AND PASSING THE NORTHWEST CORNER OF LOT 2B4 AT A DISTANCE OF 230.12 FEET AND CONTINUING ALONG FOR A TOTAL DISTANCE OF 263.31 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" SET FOR CORNER;

THENCE NORTH $35^{\circ} 11' 18''$ WEST AND FOLLOWING THE COMMON LINE OF SAID LOT 2B3 AND LOT 2B2 IN BLOCK A OF TWIN HILLS ESTATES COMMERCIAL, AN ADDITION TO THE CITY OF MESQUITE, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED UNDER COUNTY CLERKS FILE NO. 201200042349 OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS FOR A DISTANCE OF 81.55 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" SET FOR THE NORTHEAST CORNER OF LOT 2B2;

THENCE SOUTH $54^{\circ} 48' 42''$ WEST AND CONTINUING ALONG THE COMMON LINE OF SAID LOTS 2B2 AND 2B3 FOR A DISTANCE OF 79.56 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" SET FOR THE NORTHWEST CORNER OF LOT 2B2, SAID POINT ALSO BEING IN THE EAST LOT LINE OF SAID LOT 2A, BLOCK A OF TWIN HILLS ESTATES COMMERCIAL, AN ADDITION TO THE CITY OF MESQUITE, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED UNDER COUNTY CLERKS FILE NO. 20070306269 OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH $32^{\circ} 50' 15''$ WEST AND FOLLOWING ALONG THE COMMON LINE OF SAID LOTS 2B3 AND 2A FOR A DISTANCE OF 87.38 FEET TO A 1/2" IRON ROD WITH YELLOW CAP FOUND FOR CORNER;

THENCE NORTH $57\frac{1}{2}^{\circ} 09' 45''$ EAST AND CONTINUING ALONG THE COMMON LINE OF SAID LOTS 2B3 AND 2A FOR A DISTANCE OF 107.12 FEET TO A 1/2" IRON ROD WITH YELLOW CAP FOUND FOR CORNER;

THENCE NORTH 35%/%D 11' 18" WEST AND CONTINUING ALONG THE COMMON LINE OF SAID LOTS 2B3 AND 2A FOR A DISTANCE OF 396.43 FEET TO A 1/2" IRON ROD WITH YELLOW CAP FOUND FOR CORNER IN THE SOUTH RIGHT-OF-WAY LINE OF AFOREMENTIONED REPUBLIC PARKWAY;

THENCE FOLLOWING ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID REPUBLIC PARKWAY THE FOLLOWING COURSES AND DISTANCES NUMBERED 1, 2 AND 3;

1. NORTH 44° 56' 40" EAST FOR A DISTANCE OF 347.22 FEET TO A 1/2" IRON ROD WITH YELLOW CAP FOUND FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET WITH A CENTRAL ANGLE OF 53° 25' 26" AND A CHORD BEARING NORTH 71° 39' 25" EAST AT A DISTANCE OF 728.20 FEET;

2. NORTHEASTERLY AND FOLLOWING ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 755.26 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 890.00 FEET WITH A CENTRAL ANGLE OF 17° 58' 21" AND A CHORD BEARING NORTH 89° 22' 58" EAST AT A DISTANCE OF 278.03 FEET;

3. NORTHEASTERLY AND FOLLOWING ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 279.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 22.4616 ACRES OF LAND, MORE OR LESS.

TRACT 2:

56.5356 ACRES

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE THEOPHALUS THOMAS SURVEY, ABSTRACT NO. 1461, CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A 11.0496 ACRE TRACT OF LAND AS PARCEL 2 AS CONVEYED TO COLUMBIA MESQUITE HEALTH SYSTEM, L.P., A DELAWARE LIMITED PARTNERSHIP, AS RECORDED IN VOLUME 97115, PAGE 3782 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND ALL OF A 45.584 ACRE TRACT OF LAND AS CONVEYED TO COLUMBIA MESQUITE HEALTH SYSTEM, L.P., A DELAWARE LIMITED PARTNERSHIP, AS RECORDED IN VOLUME 97115, PAGE 3782 AS PARCEL 1 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWEST RIGHT-OF-WAY LINE OF REPUBLIC PARKWAY (80' RIGHT-OF-WAY, AS RECORDED IN VOLUME 88248, PAGE 3828), ALSO BEING IN THE SOUTH RIGHT-OF-WAY LINE OF COLUMBIA PARKWAY (60' RIGHT-OF-WAY), (FORMERLY KNOWN AS AUDOBON PARKWAY) FOR THE SOUTHWEST CORNER OF SAID 11.0496 ACRE TRACT OF LAND;

THENCE SOUTH 34°41'37" WEST AND DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID COLUMBIA PARKWAY AND FOLLOWING ALONG THE COMMON LINE OF SAID REPUBLIC PARKWAY AND SAID 11.0496 ACRE TRACT OF LAND FOR A

DISTANCE OF 19.15 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET WITH A CENTRAL ANGLE OF $63^{\circ}40'30''$ AND A CHORD BEARING SOUTH $66^{\circ}31'52''$ WEST AT A DISTANCE OF 854.57 FEET;

THENCE SOUTHWESTERLY AND FOLLOWING ALONG SAID CURVE FOR AN ARC DISTANCE OF 900.18 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 890.00 FEET WITH A CENTRAL ANGLE OF $36^{\circ}10'53''$ AND A CHORD BEARING SOUTH $80^{\circ}16'42''$ WEST AT A DISTANCE OF 552.73 FEET;

THENCE WESTERLY AND FOLLOWING ALONG SAID CURVE FOR AN ARC DISTANCE OF 562.02 FEET, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF $17^{\circ}14'35''$, AND A CHORD BEARING SOUTH $53^{\circ}34'53''$ WEST AT A DISTANCE OF 266.83 FEET, SAID POINT ALSO BEING A COMMON CORNER OF SAID 11.0496 ACRE TRACT OF LAND AND AFORESAID 45.584 ACRE TRACT OF LAND;

THENCE SOUTHWESTERLY AND FOLLOWING ALONG SAID CURVE FOR AN ARC DISTANCE OF 267.84 FEET TO A POINT FOR CORNER;

THENCE SOUTH $44^{\circ}57'36''$ WEST AND CONTINUING ALONG THE NORTHWEST RIGHT-OF-WAY OF SAID REPUBLIC PARKWAY COMMON TO SAID 11.0496 ACRE TRACT OF LAND FOR A DISTANCE OF 86.70 FEET TO A POINT FOR CORNER, SAID POINT BEING A COMMON CORNER OF SAID 45.584 ACRE TRACT OF LAND AND LOT 1R-2, BLOCK A OF THE AMENDED FINAL PLAT OF DALLAS CHRISTIAN SCHOOL ADDITION III, AS RECORDED IN VOLUME 2003243, PAGE 88 OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH $08^{\circ}44'50''$ EAST AND DEPARTING THE SOUTHWEST RIGHT-OF-WAY OF SAID REPUBLIC PARKWAY AND FOLLOWING ALONG THE COMMON LINE OF SAID 45.584 ACRE TRACT OF LAND AND SAID LOT 1R-2, BLOCK A FOR A DISTANCE OF 519.78 FEET TO A POINT FOR CORNER;

THENCE NORTH $01^{\circ}03'15''$ WEST AND CONTINUING ALONG THE COMMON LINE OF SAID 45.584 ACRE TRACT OF LAND AND SAID LOT 1R-2, BLOCK A FOR A DISTANCE OF 708.44 FEET TO A POINT FOR CORNER;

THENCE NORTH $02^{\circ}37'40''$ WEST AND CONTINUING ALONG THE COMMON LINE OF SAID 45.584 ACRE TRACT OF LAND AND SAID LOT 1R-2, BLOCK A FOR A DISTANCE OF 132.16 FEET TO A POINT FOR CORNER;

THENCE NORTH $01^{\circ}36'40''$ WEST AND CONTINUING ALONG THE COMMON LINE OF SAID 45.584 ACRE TRACT OF LAND AND SAID LOT 1R-2, BLOCK A FOR A DISTANCE OF 312.70 FEET TO A POINT FOR CORNER;

THENCE NORTH $18^{\circ}07'09''$ EAST AND CONTINUING ALONG THE COMMON LINE OF SAID 45.584 ACRE TRACT OF LAND AND SAID LOT 1R-2, BLOCK A FOR A DISTANCE OF 369.85 FEET TO A POINT FOR CORNER IN THE SOUTHWEST RIGHT-OF-WAY LINE

OF A 175 FOOT RIGHT-OF-WAY TO T.P.& L. COMPANY AS DESCRIBED IN DEEDS RECORDED IN VOLUME 5458 AT PAGE 218 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND VOLUME 71063 AT PAGE 562 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH $62^{\circ}51'49''$ EAST AND DEPARTING THE NORTHEAST LOT LINE OF SAID LOT 1R-2, BLOCK A AND FOLLOWING ALONG THE COMMON LINE OF SAID 45.584 ACRE TRACT OF LAND AND SAID T.P.& L. RIGHT OF WAY FOR A DISTANCE OF 2,929.38 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 18,533.49 FEET, A CENTRAL ANGLE OF $00^{\circ}57'06''$, AND A CHORD BEARING SOUTH $55^{\circ}36'08''$ WEST AT A DISTANCE OF 307.85 FEET;

THENCE SOUTHWESTERLY AND DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID T.P.& L. 175 FOOT RIGHT OF WAY AND FOLLOWING ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 307.85 FEET;

THENCE SOUTH $56^{\circ}08'55''$ WEST FOR A DISTANCE OF 33.59 FEET TO A POINT FOR CORNER, SAID POINT BEING THE EAST CORNER OF A 2.8574 ACRE TRACT OF LAND DESCRIBED IN DEED TO THOMAS SMITH ET AL, AS RECORDED UNDER INSTRUMENT NO. 201500057179 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH $58^{\circ}54'06''$ WEST AND FOLLOWING ALONG THE COMMON LINE OF SAID 45.584 ACRE TRACT OF LAND AND SAID TRACT OF LAND DESCRIBED IN DEED TO THOMAS SMITH ET AL FOR A DISTANCE OF 473.67 FEET TO THE NORTHEAST CORNER OF SAID 2.8574 ACRE TRACT;

THENCE SOUTH $34^{\circ}35'08''$ WEST AND CONTINUING ALONG THE COMMON LINE OF SAID 45.584 ACRE TRACT OF LAND AND SAID 2.8574 ACRE TRACT FOR A DISTANCE OF 261.06 FEET TO A POINT FOR CORNER, SAID POINT BEING IN THE NORTHEAST RIGHT-OF-WAY LINE OF AFORESAID COLUMBIA PARKWAY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID 2.8574 ACRE TRACT;

THENCE NORTH $55^{\circ}17'28''$ WEST AND DEPARTING SAID 2.8574 ACRE TRACT OF LAND AND FOLLOWING ALONG THE COMMON LINE OF SAID COLUMBIA PARKWAY AND SAID 45.584 ACRE TRACT OF LAND FOR A DISTANCE OF 979.72 FEET TO A POINT FOR CORNER;

THENCE SOUTH $44^{\circ}57'36''$ WEST AND CONTINUING ALONG THE COMMON LINE OF SAID COLUMBIA PARKWAY AND SAID 45.584 ACRE TRACT OF LAND FOR A DISTANCE OF 60.91 FEET TO A POINT FOR CORNER, SAID POINT BEING THE NORTH CORNER OF AFORESAID 11.0496 ACRE TRACT OF LAND;

THENCE SOUTH $55^{\circ}17'28''$ EAST AND DEPARTING SAID 45.584 ACRE TRACT OF LAND AND FOLLOWING ALONG THE COMMON LINE OF SAID 11.0496 ACRE TRACT OF LAND AND COLUMBIA PARKWAY FOR A DISTANCE OF 640.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 56.5356 ACRES (2,462,690 SQUARE FEET) OF LAND, MORE OR LESS.

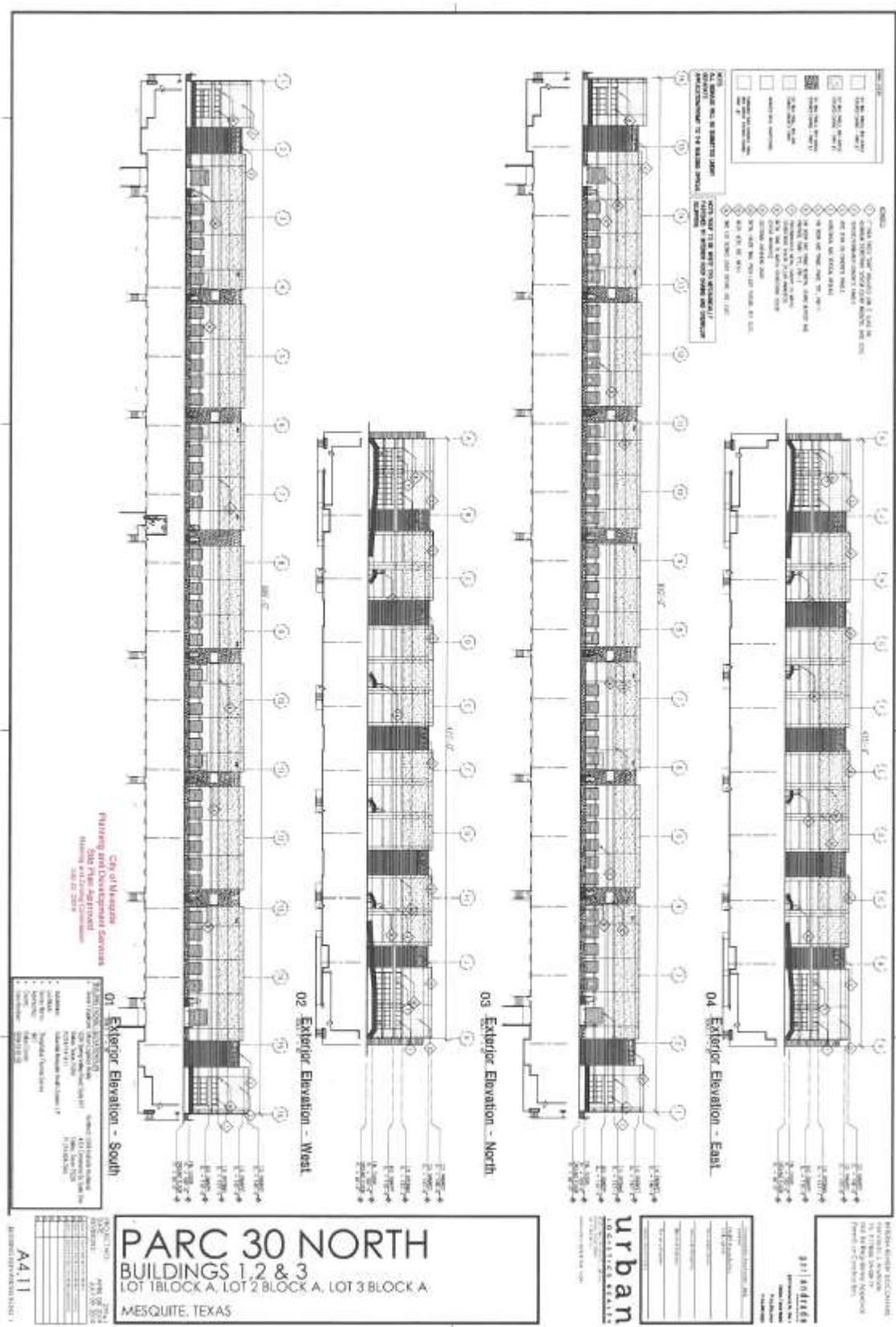
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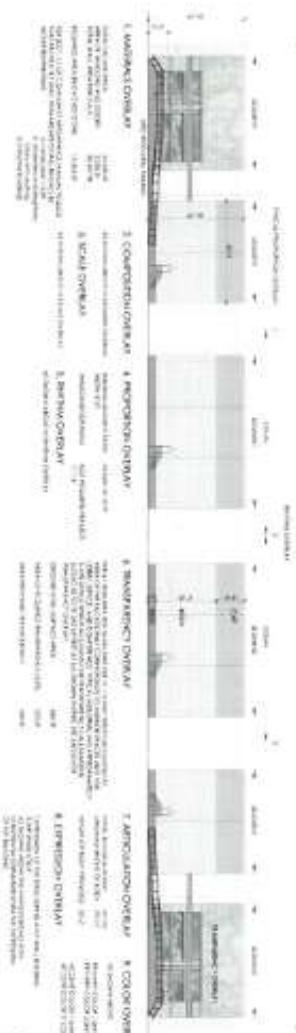
1.9664 acres

BEING THE PROPERTY KNOWN AS LOT 2B4, BLOCK A, TWIN HILLS ESTATE COMMERCIAL, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED UNDER CLERK'S FILE NO. 201500343732, PLAT RECORDS, DALLAS COUNTY, TEXAS, AND CONTAINING 1.9664 ACRES OF LAND, MORE OR LESS.

EXHIBIT "B"

Building 1 Façade/Elevation Plan





BUILDING FACADE OVERLAY- BUILDING 1

Urban
ARCHITECTURE + DESIGN

OVERLAY TYPE	DESCRIPTION
1. MAGNETIC OVERLAY	A thin, flexible overlay applied to the primary facade.
2. COMPUTER OVERLAY	A thin, flexible overlay applied to the primary facade.
3. PROJECTION OVERLAY	A thin, flexible overlay applied to the primary facade.
4. TRANSPARENT OVERLAY	A thin, flexible overlay applied to the primary facade.
5. MURAL OVERLAY	A thin, flexible overlay applied to the primary facade.
6. PHOTOGRAPHIC OVERLAY	A thin, flexible overlay applied to the primary facade.
7. ARTICULATION OVERLAY	A thin, flexible overlay applied to the primary facade.
8. COLOR OVERLAY	A thin, flexible overlay applied to the primary facade.

PRIMARY FACADE

Dr. D. Marion
Executive Vice President, Services
January 24, 2019

OVERLAY TYPE	DESCRIPTION
1. MAGNETIC OVERLAY	A thin, flexible overlay applied to the primary facade.
2. COMPUTER OVERLAY	A thin, flexible overlay applied to the primary facade.
3. PROJECTION OVERLAY	A thin, flexible overlay applied to the primary facade.
4. TRANSPARENT OVERLAY	A thin, flexible overlay applied to the primary facade.
5. MURAL OVERLAY	A thin, flexible overlay applied to the primary facade.
6. PHOTOGRAPHIC OVERLAY	A thin, flexible overlay applied to the primary facade.
7. ARTICULATION OVERLAY	A thin, flexible overlay applied to the primary facade.
8. COLOR OVERLAY	A thin, flexible overlay applied to the primary facade.

PARC 30 NORTH
BUILDINGS 1, 2 & 3
LOT 1 BLOCK A, LOT 2 BLOCK A, LOT 3 BLOCK A
MESQUITE, TEXAS

Building 1 Overlay

EXHIBIT “C”

Building 2 Façade/Elevation Plan

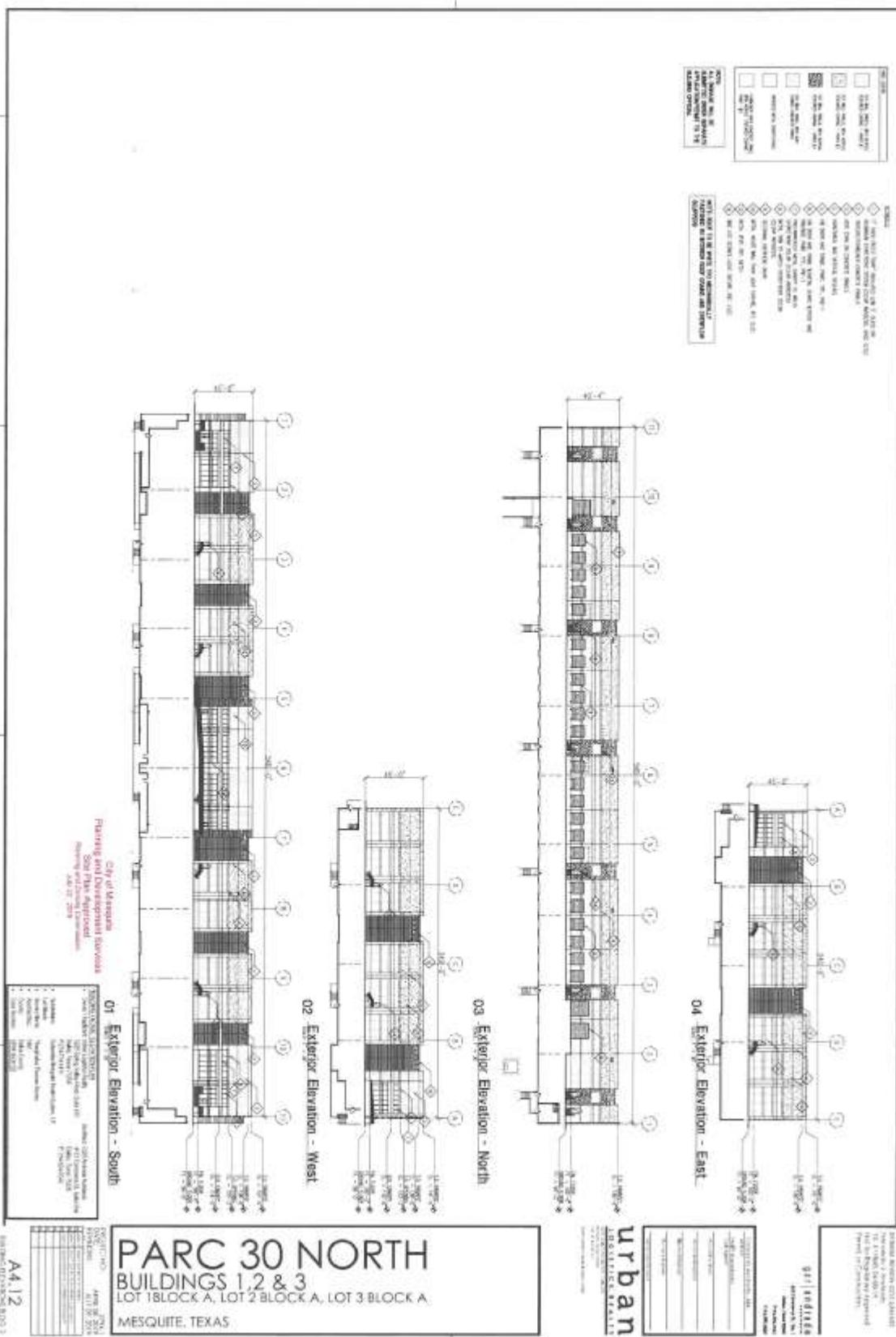
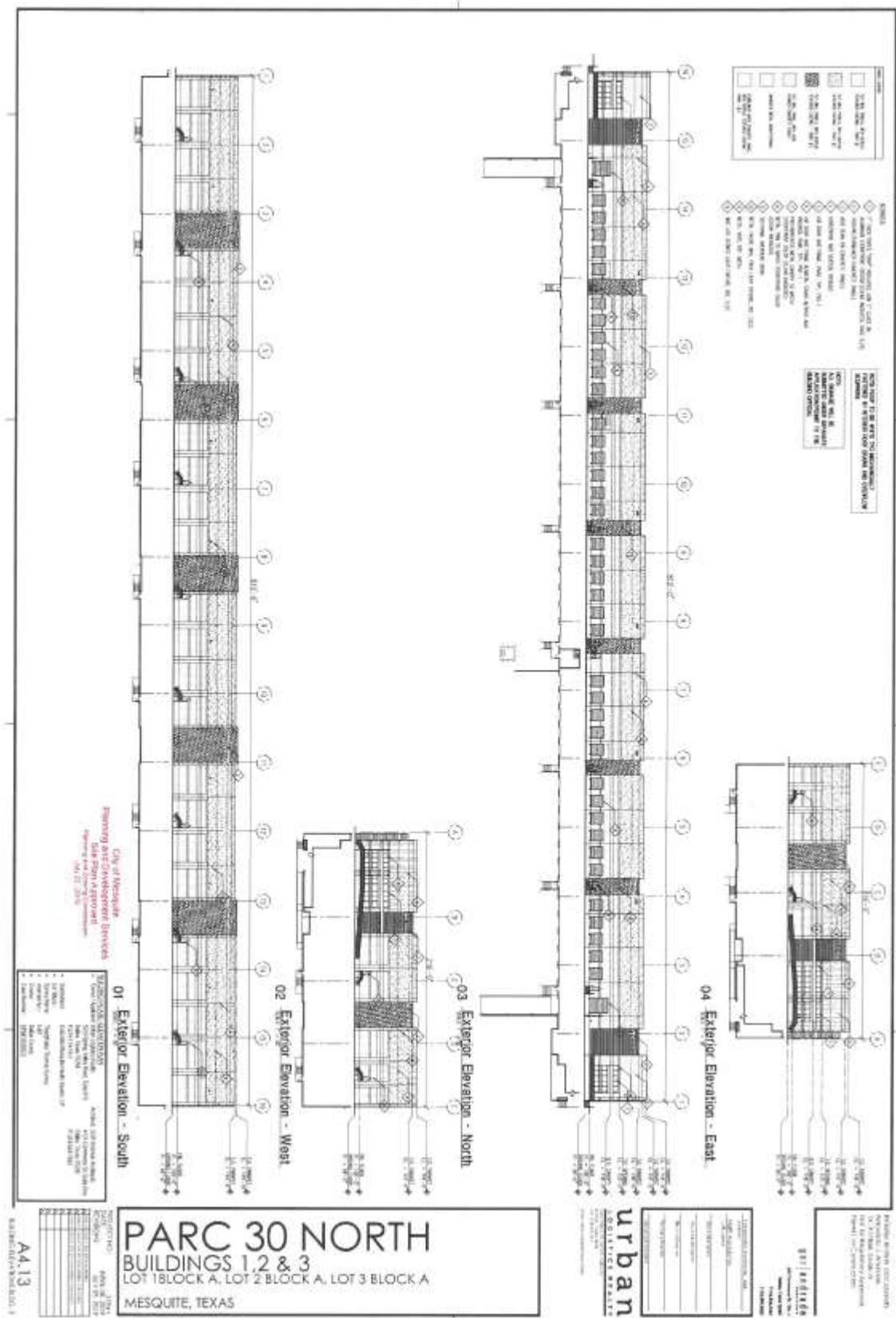
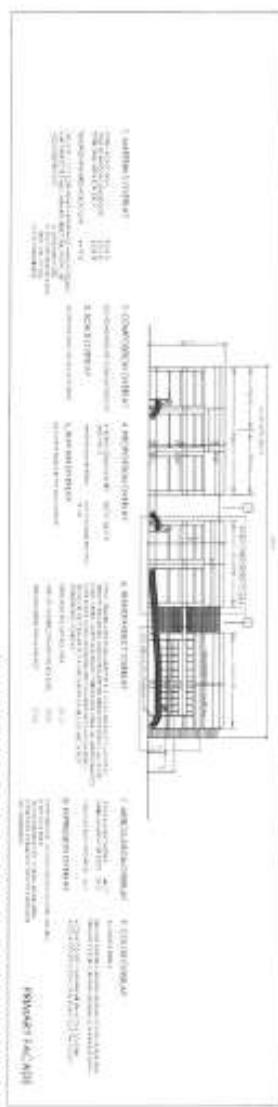


EXHIBIT "D"

Building 3 Façade/Elevation Plan





BUILDING FAÇADE OVERLAY-BUILDING 3



PARC 30 NORTH BUILDINGS 1,2 & 3 LOT 1 BLOCK A, LOT 2 BLOCK A, LOT 3 BLOCK A MESQUITE, TEXAS

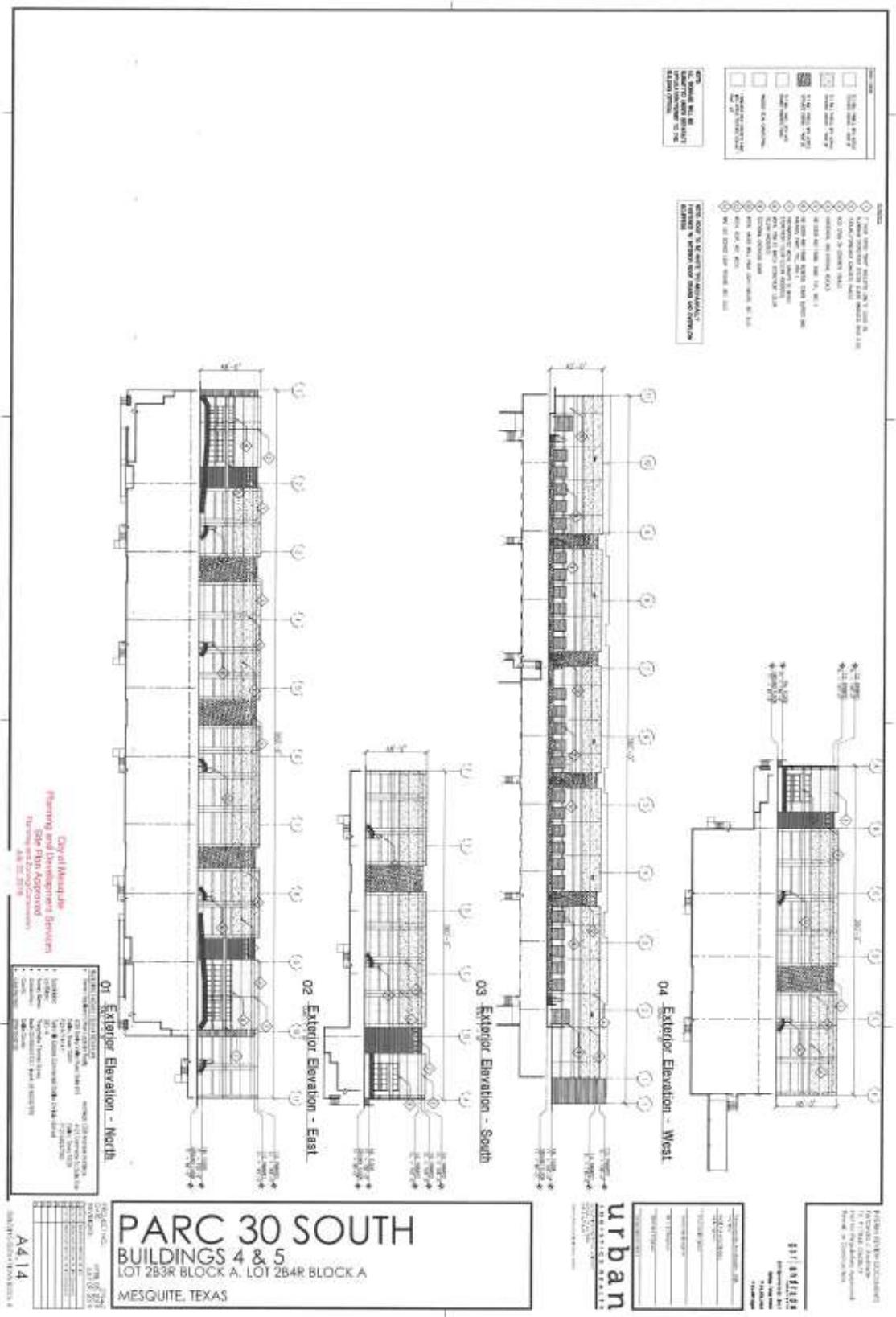


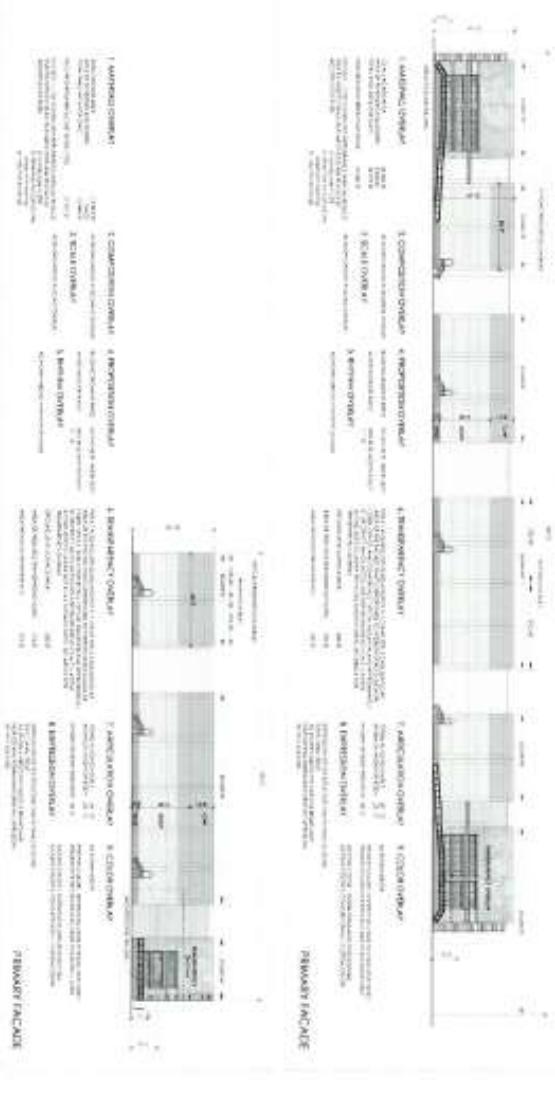
City of Mesquite
Planning and Development Services
200 E 21st Street, Mesquite, Texas
Planning Division
Planning and Development Services
200 E 21st Street, Mesquite, Texas
Planning Division

A4 135
Building 3 Facade Overlay

EXHIBIT “E”

Building 4 Façade/Elevation Plan





BUILDING FACADE OVERLAYS- BUILDING 4

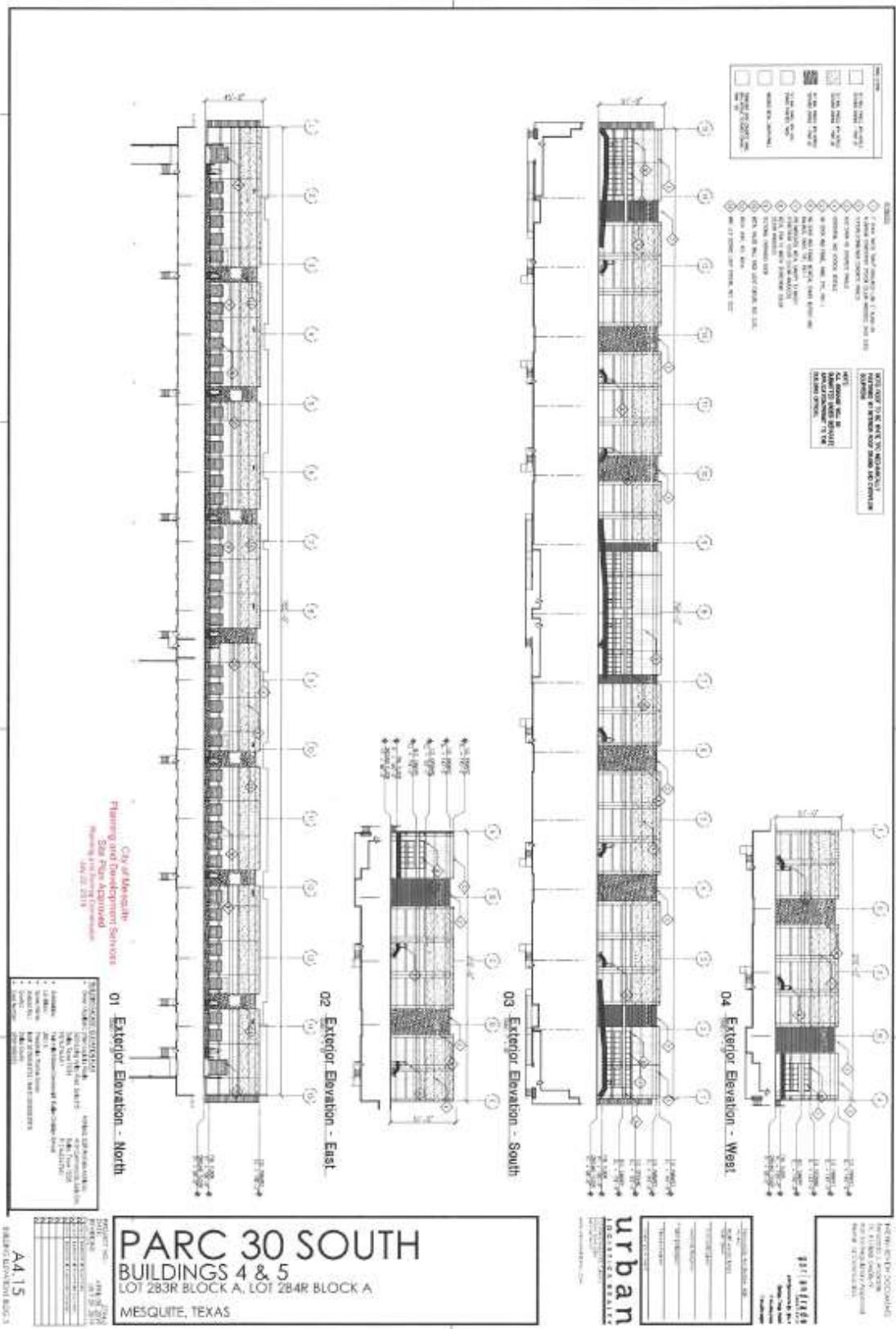
City of Mesquite
Planning and Development Services
500 Main Asperior
Planning and Zoning Department
July 22, 2018

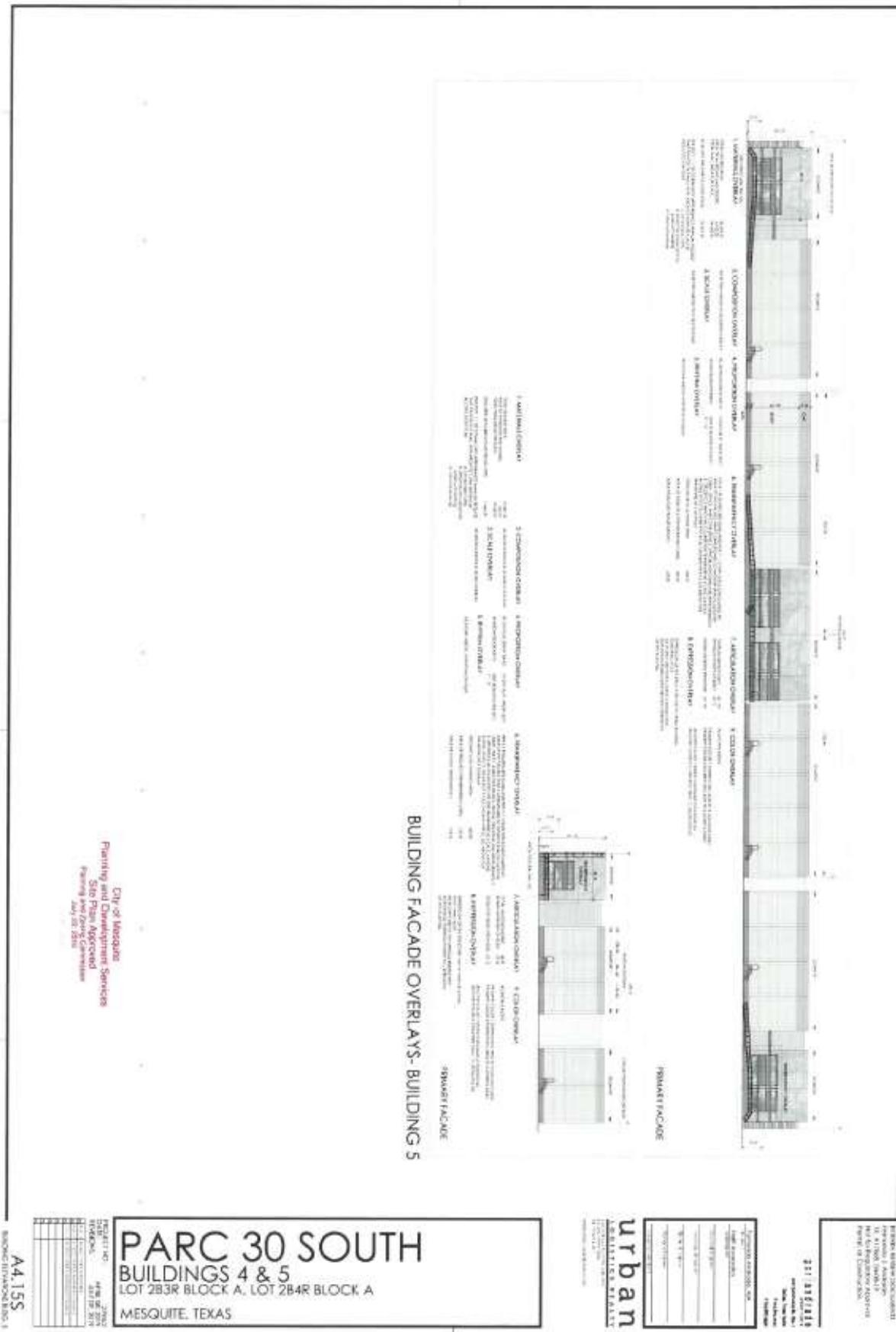
**PARC 30 SOUTH
BUILDINGS 4 & 5
LOT 2B3R BLOCK A, LOT 2B4R BLOCK A
MESQUITE, TEXAS**

A.4.145

EXHIBIT “F”

Building 5 Façade/Elevation Plan





A.4.15S
SECTION A-A

CITY OF MESQUITE
Planning and Development Services
Planning Site Plan Approval
Filing and Development
July 20, 2017

EXHIBIT "G"

Exterior Finish Board



PRIMARY COLOR 1: URBANIA WILLIAMS

100% COLOR MATCHED COLOR SWATCH

PRIMARY COLOR 1: URBANIA WILLIAMS
100% COLOR MATCHED COLOR SWATCH



PRIMARY COLOR 1: URBANIA WILLIAMS
100% COLOR MATCHED COLOR SWATCH



PRIMARY COLOR 1: URBANIA WILLIAMS
100% COLOR MATCHED COLOR SWATCH

urban
CONCRETE FINISH

PARC 30 NORTH & SOUTH
BUILDINGS 1, 2, 3 & 5
EXTRUDED INSULATION
MESHLITE, TX

APRIL
2014

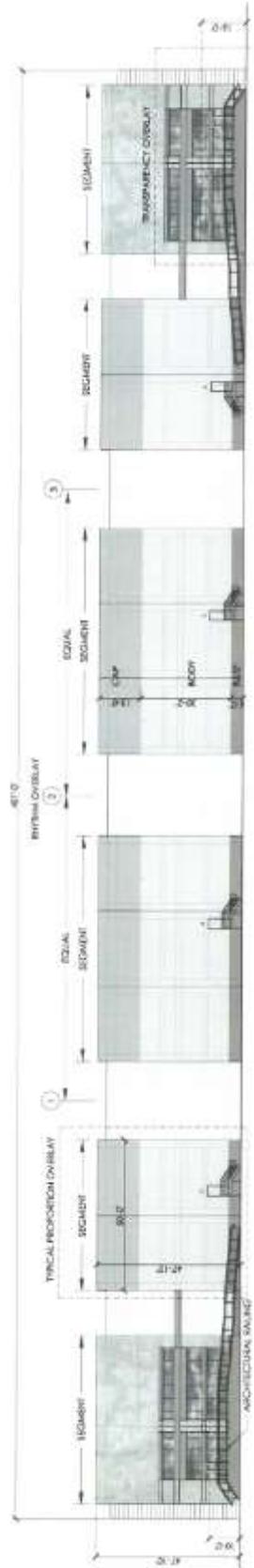


EXHIBIT “H”

Site Plan A – Building 1, Building 2 and Building 3

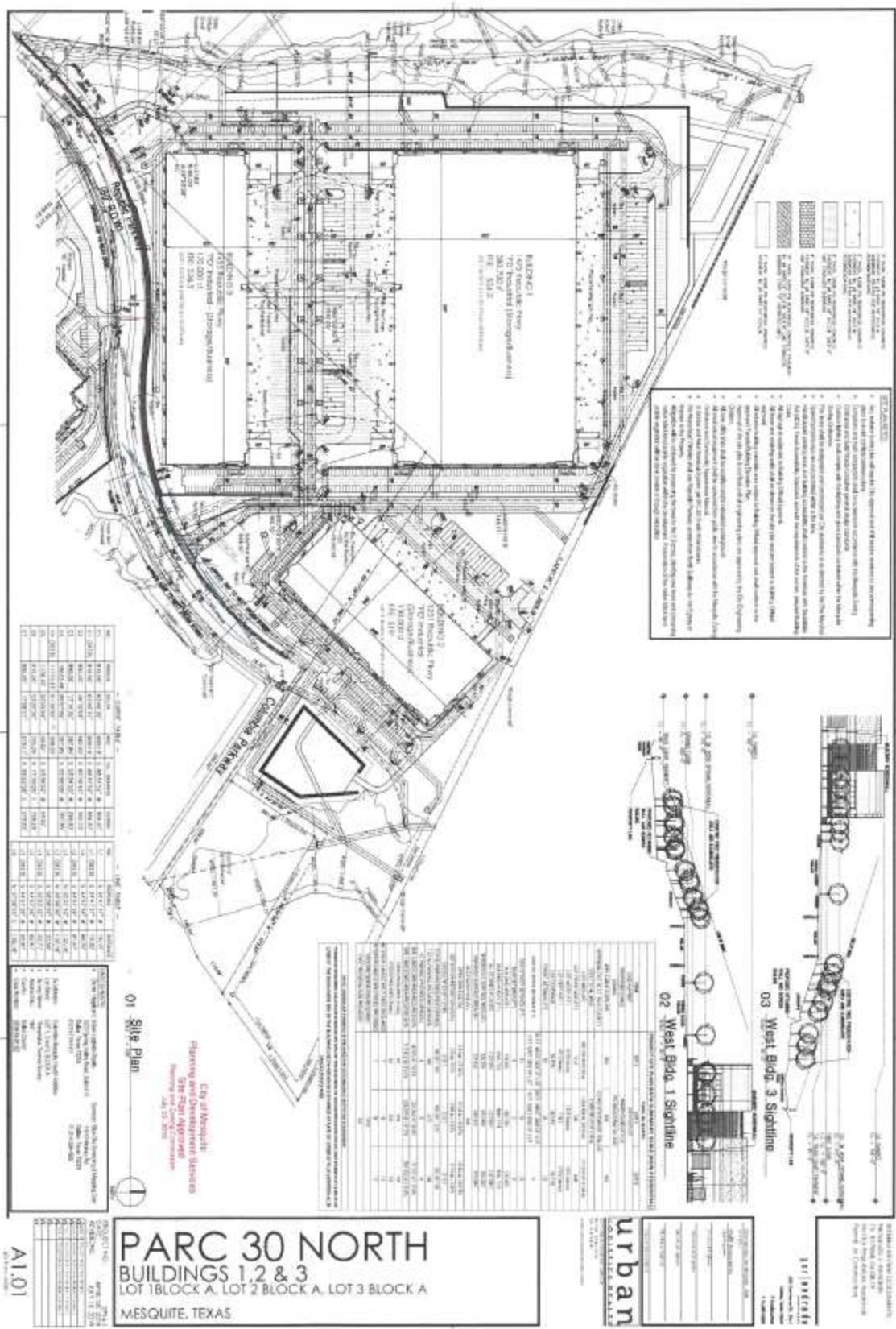
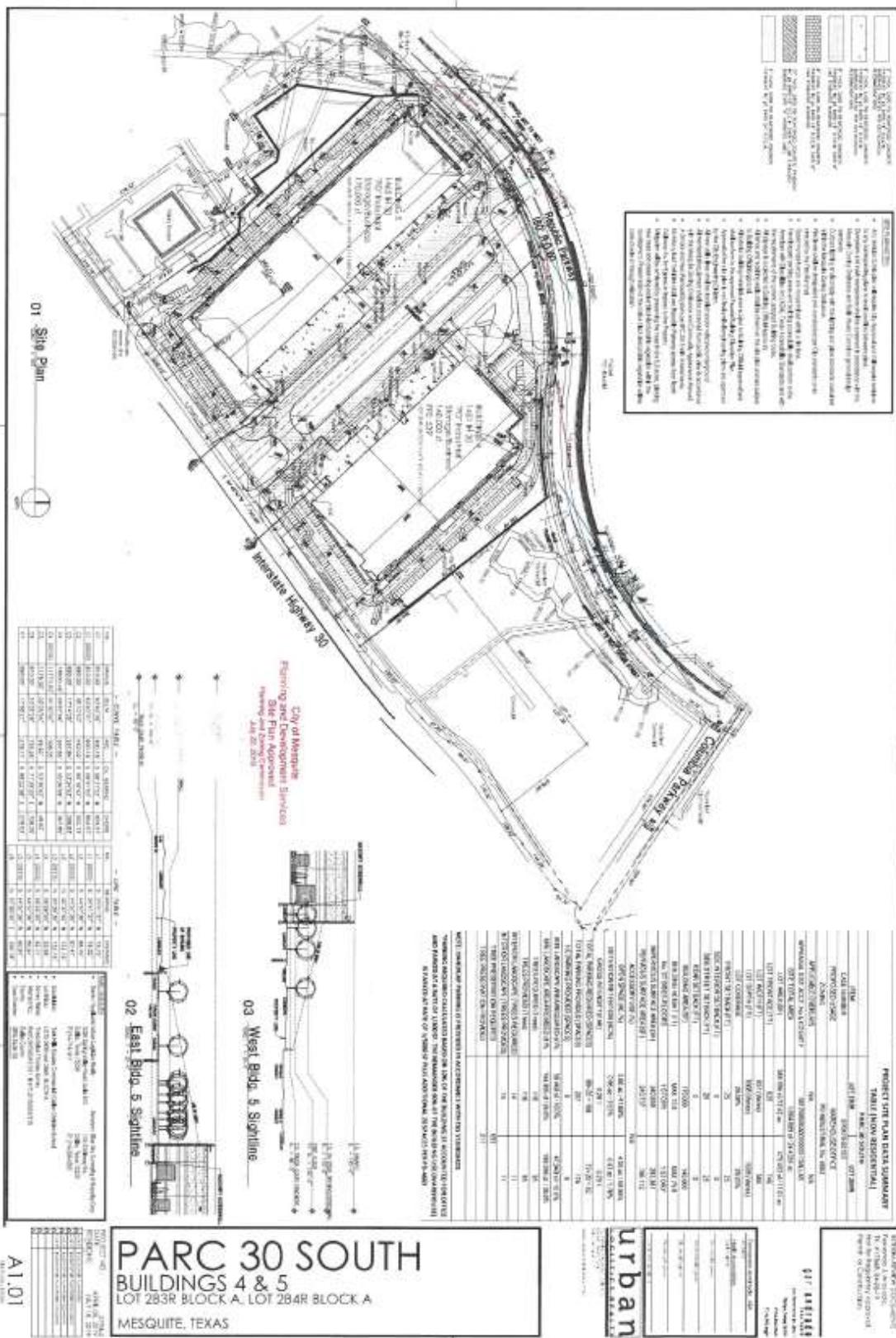


EXHIBIT I

Site Plan B – Building 4 and Building 5



A1.01

PARC 30 SOUTH
BUILDINGS 4 & 5
LOT 283R BLOCK A, LOT 284R BLOCK A

EXHIBIT "J"

Closeout and Acceptance Requirements

City of Mesquite - Engineering Acceptance of Civil Construction:

June 30, 2015

In addition to proper completion of the construction shown on the engineering plans, there are several important administrative items that must be submitted and approved prior to City acceptance of the improvements and issuance of a Certificate of Occupancy for a project. These administrative items include:

- Record Drawings.** If changes to the "released" set of Engineering Plans are needed during construction, they must be submitted to the City Engineering Division for review and release. Both hard copy and electronic copy of record drawings are required prior to final acceptance. Requirements for records drawings can be obtained on the Engineering Division web page at:
<http://www.cityofmesquite.com/DocumentCenter/Home/View/417>
- Maintenance Bond** – a one-year maintenance bond for 10% of the cost of the public improvements (or a minimum of \$500.00) must be submitted to your assigned Engineering Division Public Works Construction Inspector.
- Acceptance Letter Request Form** – fill out this form and turn into your assigned Engineering Division Public Works Construction Inspector. This form is available at:
<http://www.cityofmesquite.com/DocumentCenter/Home/View/5128>
- All required **construction and material tests reports** have been successfully completed and witnessed by your inspector and related documentation of these tests submitted to your assigned Engineering Division Public Works Construction Inspector.
- All other project documentation complete, City invoices paid, etc.

EXHIBIT "K"

Record Drawings and Plat Requirements

Interoffice

MEMORANDUM

Updated: March 5, 2015

To: Private Developers, Consulting Engineers, Contractors and Engineering Division Staff

From: Matthew Holzapfel, P.E. - City Engineer

Subject: Requirements for Record Drawings and Plats for Private Development Projects

The contractor shall arrange an appointment with the assigned City Public Works Construction Inspector (PWCI) to review his "marked-up" field set of civil drawings prior to submitting to the consulting engineer. This "marked-up" field set should have notes and changes identified for all deletions, additions, change orders, addendums and other changes to the plans. This "marked-up" field set must be approved by the assigned PWCI. Once approved by the PWCI the contractor shall submit the "marked-up" field set to the consulting engineer who prepared the plans for preparation of record drawings and digital files that meet the below requirements.

Engineering Firms for Private Development Projects shall submit the following to the assigned City Public Works Construction Inspector:

Record Drawings (As-Builts):

- 2 Blackline (24" x 36" or 22" x 34") Copies & Associated Electronic Files.
 - These record drawings shall be sealed by the engineer of record in accordance with the Texas Board of Professional Engineers Policy Advisory Opinion Regarding Record (As-Built) Drawings – Issued February 8, 2007, available at web address (<http://www.tbpe.state.tx.us/nm/pa18.pdf>).
 - All sheets of the approved civil drawings with all details shall be included.
 - All changes shall be shown and noted in the revision block.
 - Revisions shall be drawn using accepted drafting standards and shall be neat and easily read and interpreted.
 - Line work and notes related to work deleted or changed shall be omitted from the drawing. All information on the blackline copies shall be crisp with well defined lines and lettering. The information shall have high contrast and be capable of producing a high quality, legible microfilm and scanned image.
 - An electronic copy of the record drawings shall be submitted on CD-ROM, DVD or flash drive in all the following digital formats:
 - AutoCAD (.dwg file format) - The .dwg files for the plan set may be in either model or paper space.
 - TIFF Class IV, 400 dpi format.
 - pdf format
- The City Public Works Construction Inspector shall check that the above digital images are complete and correct and copy all the digital files to the network Q: drive in the project digital folder under a separate folder labeled *.rcd dwgs*.
- The PWCI shall give the two blackline record drawing copies to the Engineering Division GIS staff for indexing, filming, scanning and placement in the City record drawing database. The GIS staff member receiving the blackline drawings and digital files on CD-ROM, DVD or flash drive from the PWCI shall sign and date the Project Final Acceptance Check-Off List. The Engineering Division GIS staff will also distribute one copy of the blackline record drawings to the Fire Marshall.

Plats:

- An electronic copy of the Final Plat (without signatures) must be submitted to the Planning and Zoning Office on CD-ROM in AutoCAD 2006 or later in .dwg file format. The AutoCAD drawing must be in "model-space". The plat must show two property corners in grid coordinates. Grid coordinates must be referenced to a City GPS point. The grid coordinates must be in North American Datum (NAD) 83, Texas State Plane, North Central FIPS Zone 4202. This electronic copy does not need a seal. This copy will be used by the GIS technicians to place the plat property on the updated street maps.

No Certificate of Occupancy of any sort shall be approved by the Engineering Division until an acceptable set of record drawings and associated digital files are received and approved.

EXHIBIT "L"

Insurance Requirements

MESQUITE BASIC

CITY OF MESQUITE REQUIREMENTS:

- * General Liability with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
- * General Liability must include coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury.
- * Auto Liability with minimum limits of \$500,000 Combined Single Limit.
- * Certificate must include a statement listing **The City of Mesquite, Texas** as additional insured on the General Liability and Auto coverages. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for additional insured, checking those specific boxes is acceptable in meeting this requirement as well.
- * Employers Liability with minimum limits of \$100,000 Occupational Disease, \$100,000 per Accident, and \$100,000 per Employee.
- * Workers Compensation providing statutory coverage limits.
- * Certificate must include a statement providing a Waiver of Subrogation on the Workers Compensation, Employers Liability as well as the General Liability coverage. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for waiver of subrogation, checking those specific boxes is acceptable in meeting this requirement as well.

MESQUITE POLLUTION LIABILITY

City of Mesquite Requirements:

- * Evidence of Pollution Liability Coverage.