

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, CONSENTING TO THE ASSIGNMENT BY BELTLINE BELTWAY INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP (“ASSIGNOR”), TO CH REALTY X-LI I DFW INTERCHANGE 80, L.P., A DELAWARE LIMITED PARTNERSHIP (“ASSIGNEE”), OF ASSIGNOR’S INTEREST IN THAT CERTAIN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (CHAPTER 380 AGREEMENT) DATED EFFECTIVE APRIL 24, 2023, RELATING TO THE DEVELOPMENT OF AN INDUSTRIAL BUILDING LOCATED AT THE NORTHEAST CORNER OF IH-635 AND U.S. HIGHWAY 80 IN MESQUITE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY IN CONNECTION THEREWITH.

WHEREAS, pursuant to City Resolution No. 16-2023, the City of Mesquite, Texas (“**City**”), and William C. Christensen III, on behalf of the Estate of Betty C. Bowie (“**Seller**”), entered into an Economic Development Program Agreement (Chapter 380 Agreement) dated effective April 24, 2023 (“**EDPA**”), in connection with the development of the properties located at 19400 Interstate Highway 635, 2100 through 2300 blocks of Orlando Avenue, 2443 and 2501 Westwood Avenue, and a portion of the unimproved Orlando Avenue in the City of Mesquite, Dallas County, Texas (collectively, the “**Property**”); and

WHEREAS, Beltline Beltway Investments, Ltd., a Texas limited partnership (“**Assignor**”) purchased the Property from Seller, Seller transferred, assigned, and conveyed all of Seller’s rights, title, and interests related to the Property to Assignor, and Assignor assumed all of Seller’s obligations under the terms of the EDPA; and

WHEREAS, Assignor has or intends to enter into a Purchase and Sale Agreement between the Assignor and CH Realty X-LI I DFW Interchange 80, L.P., a Delaware limited partnership (“**Assignee**”), providing for the sale and purchase of the Property by the Assignor to the Assignee; and

WHEREAS, in connection with the sale and purchase of the Property, the Assignor desires to assign its interest in the EDPA to the Assignee and the Assignee desires to accept the assignment and assume the obligations of the Assignor under the terms of the EDPA, all as more fully set forth in the Assignment and Assumption of EDPA attached hereto as Exhibit A and made a part hereof for all purposes (the “**Assignment**”); and

WHEREAS, pursuant to Article X, Section 2 of the EDPA, the rights and obligations of the Assignor under the EDPA may not be assigned to the Assignee without the prior written consent of the City, which consent may be withheld in the City’s sole discretion; and

WHEREAS, Assignor has requested that the City consent to the assignment of its interest in the EDPA to the Assignee.

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

SECTION 1. That the City Council finds and determines that the consent by the City to the Assignment is in the best interest of the City and its citizens.

SECTION 2. That the City Council consents to the assignment by Assignor to Assignee of Assignor's interest in the EDPA and to the assumption by Assignee of Assignor's obligations under the EDPA and hereby authorizes the City Manager to execute: (i) a consent to such assignment and assumption as more fully set forth in the Assignment attached hereto as Exhibit A; and (ii) such other documents as necessary in connection therewith.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 4th day of November 2024.

Daniel Alemán, Jr.
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Sonja Land
City Secretary

David Paschall
City Attorney

ASSIGNMENT AND ASSUMPTION OF EDPA

THIS ASSIGNMENT AND ASSUMPTION OF ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (“**Assignment**”) is dated as of November 4, 2024, and is entered into by and between BELTLINE BELTWAY INVESTMENTS, LTD., a Texas limited partnership (“**Assignor**”), and CH REALTY X-LI I DFW INTERCHANGE 80, L.P., a Delaware limited partnership (“**Assignee**”).

RECITALS

A. William C. Christensen III, Independent Executor for the Estate of Betty C Bowie (the “**Seller**”) and the City of Mesquite, a Texas home rule municipality (the “**City**”) have previously entered into that certain Economic Development Program Agreement dated effective as of April 24, 2023 (the “**EDPA**”). The EDPA is related to that certain real property (the “**Orlando Ave Property**”) as described in Exhibit 1 attached and incorporated hereto.

B. Assignor purchased from Seller that certain real property more particularly described on Exhibit 2 attached hereto, which includes the Orlando Ave Property (the “**Property**”) from Seller. In addition to the Seller conveying title to the Property, Seller also transferred, assigned, and conveyed all of Seller’s rights, title, and interests related to the Property to Assignor.

C. Assignor and Assignee have entered into that certain Real Estate Conveyance Agreement (“**Agreement**”) dated on or around November 15, 2024, providing for the purchase by Assignee from Assignor the Property. All capitalized terms not otherwise defined herein shall have the same meanings given to them in the Agreement.

D. This Assignment is executed in order to ratify and effectuate: (i) the transfer of Seller’s rights, title, and interest in and to the EDPA to Assignor and the assumption by Assignor of all of Seller’s obligations under the terms of the EDPA; (ii) the transfer by Assignor to Assignee of all of Assignor’s rights, title, and interest in and to the EDPA; and (iii) the assumption by Assignee of all of Assignor’s obligations under the terms of the EDPA.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all rights of Assignor in and to the EDPA.

2. Acceptance and Assumption. Assignee hereby: (i) accepts such assignment; and (ii) assumes and agrees to timely keep and perform all of the terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Assignor under the terms of the EDPA.

3. Consent and Acknowledgment. Assignee agrees that the consent to this Assignment provided by the City as set forth below shall apply only to the assignment

contemplated by this Assignment and shall not constitute a waiver of the necessity for the Assignee, or any subsequent assignee, to obtain the consent to any subsequent assignment of the EDPA. By signing below, the City acknowledges and agrees that Assignee is an “Affiliate” under the EDPA, and the City consents to this Assignment pursuant to Article X, Section 2 of the EDPA.

4. Ratification. Assignee hereby ratifies the terms and provisions of the EDPA and hereby agrees that all terms, provisions, agreements, covenants, conditions and obligations of the Assignor under the terms of the EDPA shall remain in full force and effect. The consent of the City to this Assignment and its ratification of the assignment by and between Seller and Assignor as set forth herein shall not affect or impair any rights or remedies of the City pursuant to the EDPA.

5. Third Party Beneficiary. The Assignor and Assignee agree that the City is a third-party beneficiary of this Assignment.

6. Venue for EDPA. Assignee agrees that venue of any suit to construe or enforce the EDPA shall lie exclusively in state courts in Dallas County, Texas and Assignee hereby agrees to submit to the personal and subject matter jurisdiction of such courts. Assignee agrees to waive the right to challenge such venue or to seek the transfer of any suit, action or proceeding to a more convenient forum.

7. Assignor Authority. Assignor represents to the Assignee and to the City that: (i) 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; (ii) all actions have been taken and all consents have been obtained authorizing the Assignor to enter into this Assignment; (iii) the Assignor has the full power and authority to enter into this Assignment and to fulfill its obligations under this Assignment; and (iv) each entity and person executing this Assignment on behalf of the Assignor has the authority to execute this Assignment on behalf of the Assignor.

8. Assignee Authority. Assignee represents to the Assignor and to the City that: (i) 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; (ii) all actions have been taken and all consents have been obtained authorizing the Assignee to enter into this Assignment; (iii) the Assignee has the full power and authority to enter into this Assignment and to fulfill its obligations under this Assignment and the EDPA; and (iv) each entity and person executing this Assignment on behalf of the Assignee has the authority to execute this Assignment on behalf of the Assignee.

9. Miscellaneous. Assignor and Assignee each agrees to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment. If either party brings any action or suit against the other arising from or interpreting this Assignment, the prevailing party in such action or suit shall, in addition to such other relief as may be granted, be entitled to recover its costs of suit and actual attorneys' fees, whether or not the same proceeds to final judgment. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in multiple counterparts, all of which shall be but one and the same instrument, binding on both parties when all separately executed copies have been fully delivered. The parties agree that electronically transmitted signatures shall constitute original signatures for all purposes.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date and year first above written.

“ASSIGNOR”

BELTLINE BELTWAY INVESTMENTS, LTD.,
a Texas limited partnership

By: County Lane GP, LLC,
a Texas limited liability company
its general partner

By: _____
Name: Charles F. Meyer, Jr.
Title: President

“ASSIGNEE”

CH REALTY X-LI I DFW INTERCHANGE 80, L.P.,
a Delaware limited partnership

By: LI Mesquite TX GP, LLC,
a Texas limited liability company
its general partner

By: _____
Name: Charles F. Meyer, Jr.
Title: Authorized Signatory

The City of Mesquite, a Texas home rule municipality, is executing this Assignment solely for the purpose of acknowledging its approval to this Assignment.

CITY OF MESQUITE

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

Exhibit 1
Orlando Ave Property – Legal Description

BEING A 1.467 ACRE TRACT OF LAND SITUATED IN THE DANIEL TANNER SURVEY, ABSTRACT NUMBER 1462, IN THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING ALL OF ORLANDO AVENUE AS DEPICTED ON BLOCK 1, HILHOME GARDENS, SECOND SECTION ADDITION, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7, PAGE 291, DEED RECORDS, DALLAS COUNTY, TEXAS (D.R.D.C.T.) AND BEING THE REMAINING PORTION OF ORLANDO AVENUE AS DEPICTED ON BLOCK 1, HILHOME GARDENS FIRST SECTION ADDITION, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7, PAGE 259, (D.R.D.C.T.). AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 83 (NAD83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.000136506):

BEGINNING AT A 5/8-INCH REBAR CAPPED "TX00T " FOUND FOR THE EAST CORNER OF THAT SAME TRACT OF LAND DESCRIBED AS "PARCEL 13" TO THE STATE OF TEXAS BY DEED RECORDED IN DOCUMENT NUMBER 202100323627 (O.P.R.D.C.T.), SAID POINT LYING ON THE EAST LINE OF LOT 6, OF SAID BLOCK 1, HILHOME GARDENS FIRST SECTION ADDITION, AND LYING AT THE INTERSECTION OF THE WEST RIGHT- OF- WAY LINE OF SAID ORLANDO AVENUE (50 FOOT RIGHT- OF- WAY) WITH THE NORTH RIGHT- OF- WAY LINE OF U.S. HIGHWAY 80 (VARIABLE WIDTH RIGHT-OF-WAY):

THENCE NORTH 05 DEGREES 07 MINUTES 02 SECONDS WEST, WITH THE WEST RIGHT- OF- WAY LINE OF SAID ORLANDO AVENUE AND THE NORTHEAST LINE OF SAID BLOCK 1, HILHOME GARDENS FIRST SECTION ADDITION AND THE NORTHEAST LINE OF SAID BLOCK 1, HILHOME GARDENS SECOND SECTION ADDITION, A DISTANCE OF 450.71 FEET TO A 1/2-INCH REBAR CAPPED "WINDROSE" FOUND FOR CORNER AND BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 145.75 FEET, A CENTRAL ANGLE OF 39 DEGREES 37 MINUTES 38 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 19 MINUTES 27 SECONDS WEST, WITH A CHORD LENGTH OF 98.81 FEET;

THENCE IN A NORTHWESTERLY DIRECTION, WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID ORLANDO AVENUE, ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 100.81 FEET, TO A 1/2-INCH REBAR CAPPED " WINDROSE" FOUND FOR THE NORTH CORNER OF LOT 11 AND THE EAST CORNER OF LOT 12 OF SAID BLOCK 1, HILHOME GARDENS SECOND SECTION ADDITION;

THENCE NORTH 45 DEGREES 30 MINUTES 24 SECONDS WEST, WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID ORLANDO AVENUE AND THE NORTHEAST LINE OF SAID BLOCK 1, HILHOME GARDENS SECOND SECTION ADDITION, A DISTANCE OF 699.87 FEET TO A 1/2-INCH REBAR CAPPED WINDROSE FOUND FOR THE NORTH CORNER OF LOT 18 OF SAID BLOCK 1, HILHOME GARDENS SECOND SECTION ADDITION AND THE NORTHWEST CORNER OF SAID ORLANDO AVENUE;

THENCE NORTH 44 DEGREES 37 MINUTES 32 SECONDS EAST, WITH THE NORTHWEST LINE OF SAID ORLANDO AVENUE A DISTANCE OF 50.00 FEET TO A 1/2-INCH REBAR FOUND FOR THE NORTHERNMOST CORNER OF SAID ORLANDO AVENUE AND THE WEST CORNER OF LOT 14, BLOCK 5, OF SAID SECOND SECTION ADDITION;

THENCE SOUTH 45 DEGREES 30 MINUTES 24 SECONDS EAST, WITH THE NORTHEAST RIGHT-OF-WAY LINE OF SAID ORLANDO AVENUE AND THE SOUTHWEST LINE OF SAID BLOCK 5, PASSING AT A DISTANCE OF 500.00 FEET A 1/ 2-INCH REBAR CAPPED WINDROSE FOUND FOR THE SOUTH CORNER OF LOT 18 OF SAID BLOCK 5 AND CONTINUING FOR A TOTAL DISTANCE OF 700.00 FEET TO A 1/2-INCH REBAR FOUND FOR THE SOUTH CORNER OF LOT 20 OF SAID

BLOCK 5 AND THE WEST CORNER OF LOT 4, HILHOME GARDENS SECOND SECTION ADDITION, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 84055, PAGE 1278 (D.R.D.C.T.) AND BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 195.72 FEET, A CENTRAL ANGLE OF 39 DEGREES 35 MINUTES 25 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 26 DEGREES 06 MINUTES 45 SECONDS EAST, 132.56 FEET;

THENCE IN A SOUTHEASTERLY DIRECTION, WITH THE NORTHEAST RIGHT-OF-WAY LINE OF SAID ORLANDO AVENUE, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 135.24 FEET TO A POINT FOR CORNER;

THENCE SOUTH 05 DEGREES 07 MINUTES 02 SECONDS EAST, WITH THE EAST RIGHT-OF-WAY LINE OF SAID ORLANDO AVENUE, PASSING AT A DISTANCE OF 91.00 FEET A 1/2-INCH REBAR FOUND FOR THE SOUTHWEST CORNER OF LOT 3 OF SAID THIRD REFERENCED HILHOME GARDENS ADDITION AND PASSING AT A DISTANCE OF 284.99 FEET A 1/2-INCH REBAR CAPPED •5310• FOUND FOR THE SOUTHWEST CORNER OF LOT 27 OF SAID BLOCK 5, AND CONTINUING WITH THE EAST RIGHT-OF-WAY LINE OF SAID ORLANDO AVENUE AND THE WEST LINE OF SAID BLOCK 2. FOR A TOTAL DISTANCE OF 469.92 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 80 (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 74 DEGREES 39 MINUTES 56 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 80. A DISTANCE OF 53.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.467 ACRES OR 63,914 SQUARE FEET, MORE OR LESS.

Exhibit 2
Property – Legal Description

BEING A 14.020 ACRE TRACT OF LAND SITUATED IN THE DANIEL TANNER SURVEY, ABSTRACT NUMBER 1462, IN THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING ALL OF LOTS 8 THROUGH 17 AND THE REMAINDER OF LOT 18, BLOCK 1, AND ALL OF LOTS 7, 8, 19, & 20, BLOCK 5, HILHOME GARDENS, SECOND SECTION ADDITION, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7, PAGE 291, DEED RECORDS, DALLAS COUNTY, TEXAS (D.R.D.C.T.) AND BEING THE REMAINDER OF LOT 6 AND THE REMAINDER OF LOT 7, BLOCK 1, HILHOME GARDENS FIRST SECTION ADDITION, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7, PAGE 259, (D.R.D.C.T.) AND THE REMAINDER OF THAT SAME TRACT OF LAND DESCRIBED AS "TRACT 1" TO BETTY C. BOWIE BY WARRANTY DEED RECORDED IN WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201700340774 OF THE OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), AND BEING ALL OF ORLANDO AVENUE (50' RIGHT-OF-WAY) AS DESCRIBED IN QUIT CLAIM DEED RECORDED IN DOCUMENT NUMBER 202200216183 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 83 (NAD83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.000136506):

BEGINNING AT A 1/2-INCH IRON ROD FOUND FOR THE NORTHERNMOST CORNER OF SAID ORLANDO AVENUE AND THE WEST CORNER OF LOT 14, BLOCK 5, OF SAID FIRST REFERENCED HILHOME ADDITION;

THENCE SOUTH 45 DEGREES 30 MINUTES 24 SECONDS EAST, WITH THE NORTHEAST RIGHT-OF-WAY LINE OF SAID ORLANDO AVENUE, AND THE SOUTHWEST LINE OF SAID BLOCK 5, A DISTANCE OF 500.00 FEET TO A 1/2-INCH IRON ROD CAPPED "WINDROSE" SET FOR THE SOUTH CORNER OF LOT 18, BLOCK 5 OF SAID FIRST REFERENCED HILHOME ADDITION AND THE WEST CORNER OF SAID LOT 19;

THENCE NORTH 44 DEGREES 37 MINUTES 32 SECONDS EAST, DEPARTING THE NORTHEAST RIGHT-OF-WAY LINE OF SAID ORLANDO AVENUE, WITH THE NORTHWEST LINES OF SAID LOT 19 AND SAID LOT 8 AND THE SOUTHEAST LINES OF SAID LOT 18 AND LOT 9, BLOCK 5 OF SAID FIRST REFERENCED HILHOME ADDITION, A DISTANCE OF 400.00 FEET TO A 3/8-INCH IRON ROD FOUND FOR THE NORTH CORNER OF SAID LOT 8 AND THE EAST CORNER OF SAID LOT 9, SAID POINT LYING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF WESTWOOD AVENUE (50' RIGHT-OF-WAY);

THENCE SOUTH 45 DEGREES 30 MINUTES 24 SECONDS EAST, WITH THE NORTHEAST LINES OF SAID LOT 8 AND SAID LOT 7, AND THE SOUTHWEST RIGHT-OF-WAY LINE

OF SAID WESTWOOD AVENUE, A DISTANCE OF 201.10 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE EAST CORNER OF SAID LOT 7 AND THE NORTH CORNER OF LOT 6, BLOCK 5, OF SAID FIRST REFERENCED HILHOME ADDITION;

THENCE SOUTH 44 DEGREES 46 MINUTES 59 SECONDS WEST, DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID WESTWOOD AVENUE, WITH THE SOUTHEAST LINES OF SAID LOT 7 AND SAID LOT 20 AND THE NORTHWEST LINES OF SAID LOT 6, AND THE NORTHWEST LINE OF LOT 4, HILHOME GARDENS SECOND SECTION ADDITION, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 84055, PAGE 1278 (D.R.D.C.T.), A DISTANCE OF 400.00 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE WEST CORNER OF SAID LOT 4, OF SAID THIRD REFERENCED HILHOME ADDITION AND THE SOUTH CORNER OF SAID LOT 20, SAID POINT LYING ON THE NORTHEAST RIGHT-OF-WAY LINE OF SAID ORLANDO AVENUE AND BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 195.72 FEET, WITH A CENTRAL ANGLE OF 39 DEGREES 35 MINUTES 25 SECONDS, AND A CHORD BEARING OF SOUTH 26 DEGREES 06 MINUTES 45 SECONDS EAST, 132.56 FEET;

THENCE IN A SOUTHERLY DIRECTION, WITH THE CURVING NORTHEAST RIGHT-OF-WAY LINE OF SAID ORLANDO AVENUE, AN ARC LENGTH OF 135.24 FEET TO A 1/2INCH IRON ROD CAPPED "WINDROSE" SET FOR CORNER;

THENCE SOUTH 05 DEGREES 07 MINUTES 02 SECONDS EAST, WITH THE EAST RIGHT-OF-WAY LINE OF SAID ORLANDO AVENUE, A DISTANCE OF 469.92 FEET TO A 1/2-INCH IRON ROD CAPPED "WINDROSE" SET FOR CORNER, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE U.S HIGHWAY 80 (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 74 DEGREES 39 MINUTES 56 SECONDS WEST, DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID ORLANDO AVENUE, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID U.S HIGHWAY 80, PASSING AT A DISTANCE OF 53.36 FEET A 5/8-INCH IRON ROD CAPPED "TXTDOT" FOUND FOR THE EAST CORNER OF THAT SAME TRACT OF LAND DESCRIBED AS "PARCEL 13" TO THE STATE OF TEXAS BY DEED RECORDED IN DOCUMENT NUMBER 202100323627 (O.P.R.D.C.T.) AND CONTINUING WITH THE NORTHEAST LINE OF SAID "PARCEL 13", PASSING AT A DISTANCE OF 95.39 FEET A 5/8-INCH IRON ROD CAPPED "TXTDOT" FOUND FOR THE NORTH CORNER OF SAID "PARCEL 13" AND THE EAST CORNER OF THAT SAME TRACT OF LAND DESCRIBED AS "PARCEL 12" TO THE STATE OF TEXAS BY DEED RECORDED IN DOCUMENT NUMBER 202100323650 (O.P.R.D.C.T.) AND CONTINUING WITH THE NORTHEAST LINE OF SAID "PARCEL 12", PASSING AT A DISTANCE OF 116.99 FEET A 5/8-INCH IRON ROD FOUND CAPPED "TXTDOT" FOR THE NORTH CORNER OF SAID "PARCEL 12" AND THE NORTHEAST CORNER OF THAT SAME TRACT OF LAND DESCRIBED AS "PARCEL 11" TO THE STATE OF TEXAS BY DEED RECORDED DOCUMENT NUMBER 202100323599 AND 202100323598 (O.P.R.D.C.T.) AND CONTINUING WITH THE NORTHEAST LINE OF SAID "PARCEL 11" FOR A TOTAL DISTANCE OF 367.64 FEET TO A 5/8-INCH IRON ROD CAPPED "TXTDOT" FOUND FOR

THE NORTHWEST CORNER OF SAID "PARCEL 11" AND A SOUTHEAST CORNER OF SAID "TRACT 1", SAID POINT LYING ON THE NORTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 80;

THENCE NORTH 53 DEGREES 58 MINUTES 43 SECONDS WEST, WITH A SOUTHWEST LINE OF SAID "TRACT 1" AND THE NORTHEAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 80, A DISTANCE OF 457.77 FEET TO A CONCRETE MONUMENT FOUND FOR CORNER;

THENCE NORTH 22 DEGREES 12 MINUTES 10 SECONDS WEST, WITH A SOUTHWEST LINE OF SAID "TRACT 1" AND CONTINUING WITH THE NORTHEAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 80, PASSING AT DISTANCE OF 370.49 FEET A 5/8-INCH IRON ROD CAPPED "TXTDOT" FOUND FOR THE SOUTH CORNER OF THAT SAME TRACT OF LAND DESCRIBED TO THE STATE OF TEXAS BY DEED RECORDED IN VOLUME 690, PAGE 413 (D.R.D.C.T.) AND CONTINUING WITH THE NORTHEAST LINE OF SAID FOURTH REFERENCED STATE OF TEXAS TRACT FOR A TOTAL DISTANCE OF 446.53 FEET TO A POINT FOR THE NORTH CORNER OF SAID FOURTH REFERENCED STATE OF TEXAS TRACT, SAID POINT LYING ON THE NORTHWEST LINE OF SAID LOT 18, BLOCK 1, AND TO A 1/2-INCH CAPPED IRON ROD STAMPED "WINDROSE" FOUND FOR CORNER;

THENCE NORTH 44 DEGREES 37 MINUTES 32 SECONDS EAST, WITH THE NORTHWEST LINE OF SAID LOT 18, BLOCK 1, AND THE NORTHWEST RIGHT-OF-WAY LINE OF SAID ORLANDO AVENUE, A DISTANCE OF 418.44 FEET TO THE POINT OF BEGINNING, AND CONTAINING 14.020 ACRES OR 610,693 SQUARE FEET.