

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 A FIRST AMENDMENT TO AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (CHAPTER 380 AGREEMENT) FOR SUCH PURPOSES WITH HC SOLTERRA, LLC (THE “DEVELOPER”), PROVIDING A GRANT AMOUNT EQUAL TO CERTAIN ROADWAY CAPITAL RECOVERY FEES COLLECTED BY THE CITY FOR THE DEVELOPMENT OF APPROXIMATELY 1,424-ACRES OF LAND, PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE; AND AUTHORIZING THE CITY MANAGER TO ADMINISTER THE AGREEMENT ON BEHALF OF THE CITY.

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

WHEREAS, on April 5, 2021, and pursuant to Chapter 380 of the Texas Local Government Code, the City Council of the City (the “**City Council**”) approved Resolution 17-2021 approving a Chapter 380 Agreement and economic development program (the “**Program**”) between the City and HC SOLTERRA, LLC, a Texas limited liability company (the “**Developer**”), for the development of approximately 1,424 acres of real property generally located southwest of East Cartwright Road and both northwest and southeast of Faithon P. Lucas, Sr. Boulevard in Mesquite, Texas (the “**Original Agreement**”); and

WHEREAS, the City has been presented with a proposed amendment to the Original Agreement, as copy of said amendment being attached hereto as Exhibit 1 and incorporated herein by reference for all purposes (the “**First Amendment**”); and

WHEREAS, the First Amendment amends the Original Agreement to provide a grant to reimburse the Developer in an amount equal to one hundred percent (100%) of each Roadway Capital Recovery Fee collected by the City from the first 1,000 residential and commercial lots, and thirty-three percent (33%) of each Roadway Capital Recovery Fee collected by the City from the remaining residential and commercial lots within the approximately 1,424-acre tract of real property depicted and described in Exhibits A and B in the Original Agreement, in addition to adding State law required provisions; 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 facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated and adopted as part of this resolution for all purposes.

SECTION 2. That the City Council finds that the terms and provisions of the First Amendment, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference, is in the best interest of and will benefit the City and its citizens and will accomplish the public purpose of promoting local economic development and stimulating business and commercial activity in the City in accordance with Section 380.001 of the Texas Local Government Code.

SECTION 3. That the City Council hereby approves the First Amendment and authorizes the First Amendment as part of the Program whereby, subject to the terms and conditions of the Original Agreement, as amended by the First Amendment, the City will provide economic development incentives to the Developer and take other specified actions as more fully set forth in the Original Agreement, as amended by the First Amendment.

SECTION 4. That the City Manager is further hereby authorized to finalize and execute the First Amendment and to take all actions necessary or advisable to complete the transactions contemplated by the First Amendment.

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

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

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 3rd day of April 2023.

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Daniel Alemán, Jr.  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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Sonja Land  
City Secretary

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David L. Paschall  
City Attorney

# **EXHIBIT 1**

## **FIRST AMENDMENT TO AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (Chapter 380 Agreement)**

**Between the City of Mesquite and HC Solterra, LLC**

**FIRST AMENDMENT TO CHAPTER 380 GRANT AGREEMENT  
(Solterra)**

This First Amendment to Chapter 380 Grant Agreement (this "Amendment") is executed between HC Solterra, LLC, a Texas limited liability company (the "Developer") and the City of Mesquite, Texas (the "City"), each a "Party" and collectively the "Parties" to be effective \_\_\_\_\_, 2023 (the "Effective Date").

**RECITALS**

**WHEREAS**, the City and the Developer entered into that certain Chapter 380 Grant Agreement effective April 5, 2021 (the "Agreement"); and

**WHEREAS**, all capitalized terms used in this Amendment shall be defined as stated in the Agreement unless otherwise defined in this Amendment; and

**WHEREAS**, except as amended herein, all terms and provisions of the Agreement shall remain in effect and shall apply to this Amendment; and

**WHEREAS**, the City and the Developer entered into that certain Development Agreement dated October 19, 2020 (the "Original Agreement"), a First Amendment to Development Agreement dated March 15, 2021 (the "First Amendment") and a Second Amendment to Development Agreement dated February 20, 2023, (the "Second Amendment"), and together with the Original Agreement and the First Agreement hereinafter collectively referred to as the "Development Agreement") relating to the development of that certain approximately 1,424.398-acre tract of real property (the "Property") described on **Exhibit A** of the Development Agreement; and

**WHEREAS**, due to the addition of intersection improvements, signalization improvements, and trail and pedestrian bridge improvements, the Parties agreed in the Second Amendment to add a Roadway Capital Recovery Fee (as hereinafter defined) in the amount of \$3,000 per residential and commercial lot within the Property to be collected in addition to the Roadway Impact Fees; and

**WHEREAS**, the Parties desire to add provisions to the Agreement relating to granting a rebate to the Developer of a portion of the Roadway Capital Recovery Fee;

**NOW THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Amendment, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

1. Capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.

2. Section 2.1 heading and Section 2.1(a) of the Agreement are amended to read as follows:

"2.1 Water and Sewer Impact Fee and Roadway Capital Recovery Fee Grant.

(a) Subject to the annual appropriation of funds and the terms, provisions and conditions set forth in this Agreement, the City shall pay to the Developer an amount equal to: (i) fifty percent (50%) of the Water and Sewer Impact Fees (as hereinafter defined) collected by the City in connection with each building permit issued for a building within the Property (excluding Commercial Buildings) according to the terms of this Agreement, (ii) one hundred percent (100%) of each Roadway Capital Recovery Fee collected by the City from the first 1,000 residential and commercial lots within the Property from which a Roadway Capital Recovery Fee is collected, and (iii) thirty-three and three tenths percent (33.3%) of each Roadway Capital Recovery Fee collected by the City from the remaining residential and commercial lots within the Property From which a Roadway Capital Recovery Fee is collected(collectively, the "Grant"). Such collection of Water and Sewer Impact Fees and Roadway Capital Recovery Fees shall be made at the time a permit application has been made to the City for construction of a building on the Property."

3. Section 3.2 of the Agreement is amended to renumber Section 3.2(f) as Section 3.2(g) and Section 3.2(f) is added to read as follows:

"(f) "Roadway Capital Recovery Fee" means the \$3,000 roadway fee charged to each residential and commercial lot within each PID Phase (as defined in the Development Agreement) required by to be paid by Section 6.06 of the Development Agreement, as amended by the Second Amendment to the Development Agreement between the Parties effective as of February 20, 2023.

(g) Capitalized Terms Not Otherwise Defined. All capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Development Agreement."

4. Section 3.8 of the Agreement is amended to read as follows: "Upon termination of this Agreement as a result of an Event of Default, all payments to Developer pursuant to this Agreement shall cease from the date of termination forward, and all Water and Sewer Impact Fees and Roadway Capital Recovery Fees shall be collected by the City solely for the City's authorized use."

5. Section 3.23 of the Agreement is amended to read as follows: "The Grant payable by the City to the Developer as more fully set forth in this Agreement is not secured by a pledge of ad valorem taxes, financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City. The Grant is calculated based on the Water and Sewer Impact Fees and Roadway Capital Recovery Fees collected by the City but is not payable from the Water and Sewer Impact Fees and Roadway Capital Recovery Fees paid to the City. The Grant shall be paid only from funds of the City authorized by the Texas Constitution and the Texas Local Government Code. The obligations of the City under this Agreement are non-recourse, and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income or property. Neither the City nor any of its appointed or elected officials or any of their officers or employees shall incur any liability hereunder to the Developer, any assignee or any other Person, entity or party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement. Each Grant payment is subject to the City's appropriation of funds for such purpose to be paid in the budget year for which each Grant payment is to be paid. In the event of

any conflict between the terms and provisions of this Article III, Section 3.21 and any other term or provision of this Agreement, the terms and provisions of this Article III, Section 3.21 shall control. This Article III, Section 3.21 shall expressly survive the expiration or termination of this Agreement."

6. The Agreement is amended to add a new Section 3.33 as follows: "Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Amendment constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above."

7. The Agreement is amended to add a new Section 3.34 as follows: "Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Amendment constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions,

(a) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and

(ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.'"

8. The Agreement is amended to add a new Section 3.35 as follows: "Affiliate. As used in Sections 3.19, 3.20, 3.33 and 3.34, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit."

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



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

**CITY:**

**CITY OF MESQUITE, TEXAS**

ATTEST:

\_\_\_\_\_  
Name: Sonja Land  
Title: City Secretary

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

APPROVED AS TO FORM:

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

STATE OF TEXAS           §  
                                     §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2023, by Cliff Keheley, City Manager of the City of Mesquite, Texas, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

**DEVELOPER**

HC Solterra, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Phillip Huffines  
Managing Director

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2023,  
by Phillip Huffines, Managing Director of HC Solterra, LLC, a Texas limited liability company,  
on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

**Solterra**  
**Metes and Bounds Description of the Property**  
**(approx. 1,424.398 acres)**

BEING A 1424.398 ACRE TRACT OF LAND SITUATED IN THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF THE J. ANDERSON SURVEY, ABSTRACT NO. 1, AND BEING ALL OF A CALLED 34.5 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", ALL OF A CALLED 3.8 ACRE TRACT OF LAND CONVEYED AS "TRACT 2", ALL OF A CALLED 44.5 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", ALL OF A CALLED 95.3 ACRE TRACT OF LAND CONVEYED AS "TRACT 4", PART OF THE REMAINDER OF A CALLED 400 ACRE TRACT OF LAND CONVEYED AS "TRACT 5", PART OF THE REMAINDER OF A CALLED 204.13 ACRE TRACT OF LAND CONVEYED AS "TRACT 6", PART OF THE REMAINDER OF A CALLED 140.65 ACRE TRACT OF LAND CONVEYED AS "TRACT 7", PART OF A CALLED 32 ACRE TRACT OF LAND CONVEYED AS "TRACT 8", PART OF A CALLED 54.15 ACRE TRACT OF LAND CONVEYED AS "TRACT 9", PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS "TRACT 10", PART OF THE REMAINDER OF A CALLED 132.42 ACRE TRACT OF LAND CONVEYED AS "TRACT 11", PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS "TRACT 12", PART OF CALLED 77.4 ACRE TRACT OF LAND CONVEYED AS "TRACT 13", TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING PART OF THE REMAINDER OF A CALLED 119.95 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE, AS RECORDED IN VOLUME 92253, PAGE 1749, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A CALLED 2.694 ACRE TRACT OF LAND CONVEYED TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 2005041, PAGE 178, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A CALLED 2.06 ACRE TRACT OF LAND CONVEYED TO THE GEORGE F. LUCAS IRREVOCABLE DESCENDANT'S TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 200213402221, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A CALLED 40 ACRE TRACT CONVEYED AS "TRACT NO. 1", PART OF A CALLED 75 ACRE TRACT OF LAND CONVEYED AS "TRACT NO. 2", ALL OF A TRACT OF LAND CONVEYED AS "TRACT NO. 3" AND ALL OF A CALLED 4/10ths OF AN ACRE TRACT CONVEYED AS "TRACT NO. 4", TO THE FAITHON PANTELI LUCAS JR. FAMILY TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 20050391371, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A CALLED 50 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE, AS RECORDED IN VOLUME 93013, PAGE 67, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND ALL OF A CALLED 93.910 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE OF THE GEORGE F. LUCAS IRREVOCABLE DESCENDANTS' TRUST, AS RECORDED IN VOLUME 93013, PAGE 70, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 1424.398 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

**Solterra**  
**Metes and Bounds Description of the Property**  
**(approx. 1,424.398 acres)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Solterra**  
**Metes and Bounds Description of the Property**  
**(approx. 1,424.398 acres)**

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

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

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

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

THENCE, NORTH 45 DEGREES 02 MINUTES 08 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 50 ACRE TRACT AND THE SOUTHEAST LINE OF LOT 2, BLOCK 1 OF RALEIGH ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94065, PAGE 7930, MAP RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1757.80 FEET TO THE NORTH CORNER OF SAID 50 ACRE TRACT, SAID POINT BEING ON THE SOUTHWEST LINE OF AFORESAID "TRACT 9";

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

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

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

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

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

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

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

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

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

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

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

THENCE, NORTH 44 DEGREES 48 MINUTES 33 SECONDS EAST, OVER AND ACROSS SAID "TRACT 5", ALONG SAID SOUTHEAST LINE OF CITY OF MESQUITE TRACT AND ALONG THE SOUTHEAST LINE OF VALLEYCREEK ADDITION, PHASE TWO, AN ADDITION

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TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 86051, PAGE 3779, MAP RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 3684.59 FEET TO THE EAST CORNER OF SAID VALLEYCREEK ADDITION, PHASE TWO, SAID POINT ALSO BEING ON THE NORTHEAST LINE OF SAID "TRACT 5" AND THE SOUTHWEST LINE OF CEDARBROOK ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 98228, PAGE 4, MAP RECORDS, DALLAS COUNTY, TEXAS;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE, SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, PASSING AT A DISTANCE OF 48.23 FEET THE NORTH CORNER OF A CALLED 25.131 ACRE TRACT OF LAND CONVEYED TO WAL-MART REAL ESTATE BUSINESS TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 201500177457, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, CONTINUING OVER AND

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ACROSS SAID "TRACT 7" AND ALONG THE NORTHWEST LINE OF SAID 25.131 ACRE TRACT, A TOTAL DISTANCE OF 1057.41 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 40.00 FEET AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 56.57 FEET;

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

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

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



