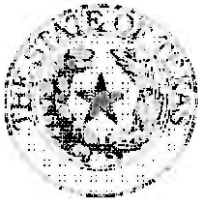


Kaufman County  
Laura Hughes  
County Clerk

Instrument Number: 2018-0019429

Billable Pages: 10  
Number of Pages: 11

FILED AND RECORDED - REAL RECORDS	CLERKS COMMENTS
<b>On:</b> 08/06/2018 at 03:30 PM	E-RECORDING
<b>Document Number:</b> <u>2018-0019429</u>	
<b>Receipt No:</b> <u>18-17328</u>	
<b>Amount:</b> \$ <u>62.00</u>	
<b>Vol/Pg:</b> <u>V:5763 P:32</u>	



STATE OF TEXAS  
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

*Laura A. Hughes*

Laura Hughes, County Clerk

Recorded By: Maribel Vazquez, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

**Record and Return To:**

DHI TITLE - PLANO  
400 CHISHOLM, SUITE 100  
PLANO, TX 75075



Please Record and Return to:

City of Mesquite  
1515 N. Galloway  
Mesquite, Texas 75149  
Attention: Sonja Land,  
City Secretary

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

DEED RESTRICTIONS

THE STATE OF TEXAS    )  
                                          )  
COUNTY OF KAUFMAN    )

171-171704423

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, CADG Kaufman 146, LLC, a Texas limited liability company (the "Owner"), is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"), the Property being a tract of land located in Kaufman County, Texas, and being a portion of that tract of land conveyed to the Owner by deed dated May 24, 2013, and recorded as Instrument #2013-0010283, in Volume 4363, Page 38 in the Deed Records of Kaufman County, Texas.

II.

The Owner, the City of Mesquite, Texas, a Texas home rule municipality (the "City") and Kaufman County Fresh Water Supply District No. 5 entered into that certain Heartland Town Center Development Agreement dated effective April 2, 2018, and recorded May 29, 2018, as Instrument No. 2018-0012895, in Volume 5691, Page 352, Kaufman County Records, Kaufman County, Texas (as amended, the "Agreement") relating to, inter alia, the development of the Property. This document is being executed pursuant to and in accordance with the terms and provisions of the Agreement.

III.

The Owner does hereby impress all of the Property with the following deed restrictions ("Restrictions"), to wit:

The following uses are prohibited:

1. Any use contrary to law or which violates the terms of the Restrictions or the Agreement.

- 72010 0010420 Recording Date: 03/02/2010 00:00:10 PM Page 3 of 31 03/02/2010 00:00:10 PM
2. Any use that emits a noxious odor, excessive noise, waste, environmental pollution, or an offensive activity that may be or become an annoyance or nuisance to the ordinary use of neighboring properties.
  3. Cemetery, mortuary, or other place of internment of people or animals, or any premises where deceased bodies or body parts (human or animal) are removed, examined, stored, or processed, such as a taxidermist.
  4. Prison, jail, detention or correctional facility.
  5. Sexually-oriented business, including businesses that sell sexually-oriented attire, accessories, etc.... (such as Sara's Secrets, Condom Sense, etc....).
  6. "Adult Entertainment Uses," which includes (for the purposes of these Restrictions) any theater or other establishment which shows, previews, displays, advertises, or conspicuously promotes for sale or rental movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) that are designated for "Adults Only" or rated "X" by the movie production industry (or any successor rating established by the movie production industry).
  7. Tattoo parlors, body piercing shops, and shops offering or promoting illegal drug paraphernalia.
  8. Bars, nightclubs, or other establishments whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds 60 percent of the gross revenues. This prohibition does not apply to a full-service restaurant serving alcoholic beverages as part of its food service operation, such as Chili's, which is primarily viewed by the public as a restaurant, but which may derive a substantial portion of its sales from alcoholic beverages - even more than 60 percent of gross sales. Convenience stores that sell beer and/or wine are exempt from this requirement.
  9. Slaughter houses or packing plants.
  10. Gun club, gun range, shooting range, or any weaponry range that emits loud noises. This prohibition does not apply to archery ranges that do not emit loud noises or to family entertainment centers with toy weapons.
  11. Manufacturing processes that discharge dust, gas, fumes, chemicals, or waste, or that involve loud and offensive noise that can be heard outside the building.
  12. Outdoor storage, wholesale storage, self-storage facilities, warehousing, or wholesale distribution, such as (without limitation) a landfill, junk yard, scrap metal yard, salvage yard, or storage facility for vehicles, trailers, watercraft, or aircraft. This prohibition does not preclude a limited amount of outdoor storage that is directly necessary for an adjunct business, provided the storage is screened from public view.
  13. Self-service laundry or self-service dry cleaner.

14. Sale, storage, or rental of motor vehicles, manufactured homes, mobile homes, trailers, recreation vehicles, trucks, or buses, new or used.
15. Sale, storage, or rental of heavy machinery, used commercial equipment, used commercial machinery, used appliances, used vehicle parts.
16. Repair of vehicles, engines, or motors. This also includes boat repair shops and collision repair, vehicle body shops, and hail repair facilities. This prohibition does not apply to new car dealerships or vehicle repair services in connection with an automobile service station or a new car dealership.
17. Exploration, mining, refining, processing, or sale operations pertaining to oil, gas, minerals, sand, gravel or rocks and all related activities.
18. Dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, or refuse of any nature, other than handling or reducing waste produced on the premises from authorized uses in a clean and sanitary manner.
19. Pawn shops, flea markets, salvage businesses, or thrift stores - such as Salvation Army - whose principal business is selling discounted and used merchandise. This prohibition does not preclude the resale of high quality merchandise, such as sold by Plato's Closet, Clothes Circuit, and/or Clotheshorse Anonymous; or periodic events, such as craft fairs.
20. Mini-warehouses, warehouse/distribution centers, motor and freight terminals, truck terminals, transit centers, and truck stop-type facilities.
21. Any facility for the dyeing and finishing of textiles, the production of fabricated metal products, the storage and refining of petroleum, or commercial dry cleaners.
22. Electric power generator plant.
23. Outdoor Kennels and any use involving outdoor animal pens, such as a commercial stable. Veterinary offices with indoor kennels/boarding facilities and/or independent indoor animal kennels/boarding facilities are permitted.
24. Airport.
25. Drive-in theater.
26. Facilities, businesses, or agencies that provide services to people who are indigent, homeless, unemployed, temporarily employed, or seeking a job change, if the people served come in person to the property.
27. Any government office that provides services to the public, in person, by appointment or on a walk-in basis.

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28. Any residential uses, including, but not limited to: single-family homes, apartment units, condominium units, duplex dwellings, tri-plex dwellings, townhomes and any other attached or detached residential dwelling.

29. Pay Day Lending.

30. Dollar Stores may not be a single tenant in freestanding building. Any dollar store must be located as a tenant in the main retail strip.

#### IV.

As used herein, the following capitalized terms shall have the following meanings:

“Person” shall mean an individual, corporation, general or limited partnership, limited liability company, trust, estate, organization, sole proprietorship, association or any other entity of any kind.

“Subsequent Owners” shall mean the Owner’s successors, heirs and assigns and all Persons who acquire any right, title, or interest in or to the Property, or any part thereof. “Subsequent Owner” shall mean each of the Subsequent Owners individually.

#### V.

These Restrictions shall continue in full force and effect for a period of 20 years from the date of execution, and shall automatically be extended for additional periods of 10 years each unless amended or terminated in the manner specified in this document.

#### VI.

These Restrictions may be amended or terminated only upon application to the City by the current owner of the Property and only after a public hearing before and approval by the City Council of the City. Notice of each public hearing must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument shall not be effective unless it is approved as to form by the City Attorney of the City. If the City Council of the City approves an amendment or termination of these Restrictions, the then current owner of the Property must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at the property owner’s sole cost and expense before the amendment or termination becomes effective.

#### VII.

These Restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

#### VIII.

The Owner and all Subsequent Owners agree that these Restrictions inure to the benefit of the City. The Owner and all Subsequent Owners hereby grant to the City the right to enforce these

72910 0010729 Recording Date: 06/06/2010 09:00:10 Page 001 of 001  
Restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the Person violating or attempting to violate these Restrictions, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce these Restrictions, the Owner and all Subsequent Owners agree that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the Owner and all Subsequent Owners agree that the City may withhold any certificate of occupancy or final inspection necessary for the lawful use of the Property until these Restrictions are complied with. The right of the City to enforce these Restrictions shall not be waived, expressly or otherwise.

#### IX.

**The Owner agrees to defend, indemnify, and hold the City harmless from and against all claims and liabilities arising out of or in connection with the violation of the Restrictions by the Owner or the enforcement thereof as a result of any act or omission of the Owner. Each Subsequent Owner agrees to defend, indemnify, and hold the City harmless from and against all claims and liabilities arising out of or in connection with the violation of the Restrictions by such Subsequent Owner or the enforcement thereof as a result of any act or omission of such Subsequent Owner. The liability pursuant to this Section IX shall be several and not joint such that the Owner's indemnity pursuant to this Section IX shall not include any claims and liabilities arising out of or in connection with the violation of the Restrictions by any Subsequent Owner and each Subsequent Owner's indemnity pursuant to this Section IX shall not include any claims and liabilities arising out of or in connection with the violation of the Restrictions by the Owner or any other Subsequent Owner.**

#### X.

The Restrictions and all terms, covenants and provisions of this document are hereby declared to be covenants running with the land and are fully binding on all successors, heirs, and assigns of the Owner and on all Persons who acquire any right, title, or interest in or to the Property, or any part thereof. The Owner and all successors, heirs, and assigns of the Owner and all Persons who acquire any right, title, or interest in or to the Property, or any part thereof, agree and covenant to abide by and fully perform the Restrictions and all other terms, covenants and provisions of this document.

#### XI.

The Owner and all Subsequent Owners understand and agree that this document shall be governed by the laws of the State of Texas.

#### XII.

The Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

### XIII.

The provisions, sections, subsections, sentences, phrases and words of this document are severable and, if any provision, section, subsection, sentence, phrase or word of this document, or the application thereto to any Person or circumstance, shall be held invalid, unenforceable or unconstitutional by a final judgment or decree of a court of competent jurisdiction, it is expressly provided that such invalidity, unenforceability or unconstitutionality shall not affect the validity, enforceability or constitutionality of any of the remaining provisions, sections, subsections, sentences, phrases and words of this document and the remaining provisions, sections, subsections, sentences, phrases and words shall remain in full force and effect and shall be construed and enforced as if the invalid, unenforceable or unconstitutional provision, section, subsection, sentence, phrase or word had never been included in this document.

*[Signature Page(s) to follow]*

7/20/18 09:15:42S Recording Date: 08/03/2018 09:00:10 AM Page 3 of 11 L. COLLIER, CLERK

EXECUTED this the 21 day of July, 2018.

**OWNER**

CADG Kaufman 146, LLC,  
a Texas limited liability company

By: CADG Holdings, LLC,  
a Texas limited liability company,  
Its Sole Member

By: MMM Ventures, LLC,  
a Texas limited liability company,  
Its Manager

By: 2M Ventures, LLC,  
a Delaware limited liability company,  
Its Manager

By: [Signature]  
Name: Mehrdad Moayed  
Its: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

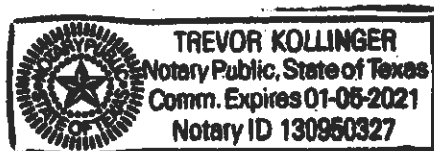
This instrument was acknowledged before me on the 21 day of July, 2018, by Mehrdad Moayed, Manager of 2M Ventures, LLC, a Delaware limited liability company, as Manager of MMM Ventures, LLC, a Texas limited liability company, as Manager of CADG Holdings, LLC, a Texas limited liability company, as Sole Member of CADG Kaufman 146, LLC, a Texas limited liability company, on behalf of said company.

Given under my hand and seal of office this 21 day of July, 2018.

[Signature]  
NOTARY PUBLIC, State of Texas

My Commission expires:  
01-05-2021

[Seal]





APPROVED AS TO FORM:

By: Cynthia H. Steiner

Cynthia H. Steiner, Senior Assistant City Attorney  
for the City of Mesquite, Texas

**EXHIBIT "A"**

**THE PROPERTY**

**LEGAL DESCRIPTION  
25.464 ACRES**

BEING that certain tract of land situated in the Martha Music Survey, Abstract No. 312, in Kaufman County, Texas, and being part of that certain tract of land described in deed to CADG Kaufman 146, LLC, recorded in Volume 4363, Page 38, of the Deed Records of Kaufman County, Texas (DRKCT), and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set at the intersection of the southeast right-of-way line of Farm to Market Road No. 741 (called 90 foot R.O.W. at this point), and the northeasterly right-of-way line of Heartland Parkway (called 100 foot R.O.W. at this point), and being the west corner of said CADG Kaufman 146, LLC tract;

THENCE North 46°18'40" East, with said southeast right-of-way line of Farm to Market Road No. 741, said southeast right-of-way line according to Deed to the State of Texas recorded in Volume 454, Page 159, DRKCT, a distance of 428.96 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner at the west corner of that certain tract of land described as Tract 7 in deed to HW Heartland, L.P. recorded in Volume 3119, Page 142, DRKCT;

THENCE leaving said southeast right-of-way line of Farm to Market Road No. 741, and with the southwest and southeast lines of said Tract 7, the following bearings and distances to 1/2 inch iron rods with cap stamped "DAA" found for corner:

South 43°42'15" East, a distance of 207.45 feet;

And North 46°15'02" East, a distance of 146.43 feet;

THENCE North 15°07'57" East, continuing with said southeast line of Tract 7, a distance of 467.14 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 83°20'17" East, leaving said northwest line of Tract 7, and with the northerly line of said CADG Kaufman 146, LLC tract, a distance of 465.52 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE over and across said CADG Kaufman 146, LLC tract, the following bearings and distances to 5/8 inch iron rods with cap marked "PETITT-RPLS 4087" set for corner:

South 06°39'43" East, a distance of 222.01 feet;

South 68°43'31" East, a distance of 145.05 feet;

North 86°42'10" East, a distance of 198.45 feet;

South 07°44'02" East, a distance of 285.71 feet;

South 42°35'50" West, a distance of 477.61 feet;

South 15°12'36" West, a distance of 235.81 feet;

North 78°15'28" West, a distance of 65.47 feet;

#2018-0019429 Recording Date: 08/06/2018 03:30:16 PM Page 11 of 11 B. C. R. V. 0700 11 12

And South 09°46'40" West, a distance of 165.00 feet, said iron rod being located on said northeasterly right-of-way line of Heartland Parkway (variable width R.O.W. at this point), and being the beginning of a non-tangent curve to the left;

THENCE with said northeasterly right-of-way line of Heartland Parkway, said right-of-way dedicated by Final Plat of Heartland Tract A, Phase 2B, recorded in Cabinet 3, Slide 38, of the Plat Records of Kaufman County, Texas, and with said curve having a central angle of 02°09'35", a radius of 790.00 feet, a chord which bears North 81°18'07" West, a chord distance of 29.78 feet, for an arc distance of 29.78 feet to the end of said curve, a 1/2 inch iron rod with cap stamped "DAA" found for corner;

THENCE North 82°23'59" West, continuing with said northeasterly right-of-way line of Heartland Parkway, a distance of 23.30 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner, and being the beginning of a tangent curve to the right;

THENCE continuing with said northeasterly right-of-way line of Heartland Parkway, and with said curve having a central angle of 10°28'32", a radius of 300.00 feet, a chord which bears North 77°08'39" West, a chord distance of 54.77 feet, for an arc distance of 54.85 feet to the end of said curve, a 1/2 inch iron rod with cap stamped "DAA" found for corner, and being the beginning of a tangent reverse curve to the left;

THENCE continuing with said northeasterly right-of-way line of Heartland Parkway, and with said curve having a central angle of 10°28'32", a radius of 300.00 feet, a chord which bears North 77°08'39" West, a chord distance of 54.77 feet, for an arc distance of 54.85 feet to the end of said curve, a 1/2 inch iron rod with cap stamped "DAA" found for corner (called 100 foot R.O.W. at this point);

THENCE North 82°22'55" West, continuing with said northeasterly right-of-way line of Heartland Parkway, a distance of 172.65 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner, and being the beginning of a tangent curve to the right;

THENCE continuing with said northeasterly right-of-way line of Heartland Parkway, and with said curve having a central angle of 38°41'30", a radius of 950.00 feet, a chord which bears North 63°02'10" West, a chord distance of 629.41 feet, for an arc distance of 641.53 feet to the end of said curve, a 1/2 inch iron rod with cap stamped "DAA" found for corner;

THENCE North 43°41'26" West, continuing with said northeasterly right-of-way line of Heartland Parkway, a distance of 249.59 feet to the POINT OF BEGINNING of herein described tract, containing 25.464 acres of land.