

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A SECOND AMENDMENT TO THE HEARTLAND TOWN CENTER DEVELOPMENT AGREEMENT TO AMEND THE CONCEPT PLAN AND THE RESIDENTIAL FENCING, STREET RIGHT-OF-WAY WIDTH, PAVEMENT WIDTH AND ALLEY REQUIREMENTS OF A DEVELOPMENT COMMONLY KNOWN AS "TRAILWIND" AND BEING GENERALLY LOCATED SOUTH OF INTERSTATE HIGHWAY 20, EAST OF FM 741 AND NORTH OF HEARTLAND PARKWAY IN THE CORPORATE LIMITS OF THE CITY OF MESQUITE IN KAUFMAN COUNTY, TEXAS.

WHEREAS, on April 2, 2018, the City Council of the City of Mesquite adopted Resolution No. 20-2018 approving a Development Agreement dated effective April 2, 2018, between the City of Mesquite, Texas ("City"), CADG Kaufman 146, LLC ("CADG") and Kaufman County Fresh Water Supply District No. 5 regarding the development of approximately 146.746 acres of land generally located south of Interstate Highway 20, east of FM 741 and north of Heartland Parkway in Kaufman County, Texas (the "Agreement"); and

WHEREAS, on July 2, 2018, the City Council of the City of Mesquite adopted Resolution No. 36-2018 amending Resolution No. 20-2018 by correcting the typographical errors in Section 3(iii) of the resolution from "Section 16.1(b)" to "Section 17.1(b)" and from "Section 16.3(b)" to "Section 17.3(b)"; and

WHEREAS, the Agreement was amended by that certain First Amendment to Heartland Town Center Development Agreement executed by the City and CADG dated effective July 25, 2018; and

WHEREAS, the Agreement was partially assigned by CADG to D.R. Horton-Texas, Ltd., a Texas limited partnership, Diecieseis, LLC, a Texas limited liability company and Heartland Retail, LLC, a Texas limited liability company; and

WHEREAS, the residential development proposed by the Agreement was previously commonly referred to "Heartland" but is now commonly referred to as "Trailwind"; and

WHEREAS, the City Council has been presented with a Second Amendment to the Agreement which amends the concept plan and the residential fencing, street right of way width, paving width and alley requirements of the Trailwind residential development contemplated by the Agreement (the "Second Amendment"), a true and correct copy of such Second Amendment being attached hereto as Exhibit "A" and made a part hereof for all purposes; and

WHEREAS, the City Council is of the opinion that the Second Amendment is in the best interest of the City and will benefit the City and its citizens.

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

SECTION 1. That the statements, facts, findings and recitals set forth above are hereby found and declared to be true and correct and are incorporated into this Resolution and adopted as part of this Resolution for all purposes.

SECTION 2. That the City Council hereby approves the Second Amendment and authorizes the City Manager to finalize and execute the Second Amendment and all other documents necessary to consummate the transactions contemplated by the Second Amendment.

SECTION 3. That this Resolution shall take effect immediately upon passage of this Resolution.


DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 19th day of November 2018.

Stan Pickett
Mayor

ATTEST:

Sonja Land
City Secretary

APPROVED:



David L. Paschall
City Attorney

**SECOND AMENDMENT TO THE HEARTLAND
TOWN CENTER DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO THE HEARTLAND TOWN CENTER DEVELOPMENT AGREEMENT (the "Second Amendment") is made by and between the City of Mesquite, Texas, a Texas home-rule municipality (the "City"), Heartland Retail LLC, a Texas limited liability company ("H Retail"), D.R. HORTON-TEXAS, LTD., a Texas limited partnership ("DR Horton") and DIECIESEIS, LLC, a Texas limited liability company ("Diecieseis") to be effective November 19, 2018 (the "Effective Date").

RECITALS:

WHEREAS, the City, H Retail, DR Horton and Diecieseis are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, the City, CADG Kaufman 146, LLC ("CADG") 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, in Volume 5691, Page 352, Kaufman County Records, Kaufman County, Texas (the "Original Agreement"), relating to the development of that certain real property being more particularly described or shown on Exhibit "A" attached hereto and incorporated herein (the "Served Property"); and

WHEREAS, the Original Agreement has been amended by that certain First Amendment to Heartland Town Center Development Agreement executed by the City and CADG dated effective July 25, 2018, and recorded August 10, 2018, in Volume 5767, Page 488, Kaufman County Records, Kaufman County, Texas (the "First Amendment"); and

WHEREAS, the Original Agreement, as amended by the First Amendment, is hereinafter referred to as the "Agreement"; and

WHEREAS, the portion of the Served Property described on Exhibit "B-1" attached hereto and incorporated herein for all purposes is hereinafter referred to as the "DR Horton Tract"; and

WHEREAS, the portion of the Served Property described on Exhibit "B-2" attached hereto and incorporated herein for all purposes is hereinafter referred to as the "Diecieseis Tract"; and

WHEREAS, CADG conveyed 41.5 acres of the DR Horton Tract to DR Horton and assigned all of its right, title and interest in and to the Agreement with respect to such portion of the DR Horton Tract to DR Horton pursuant to that certain Partial Assignment and Assumption of Heartland Town Center Development Agreement, dated as of August 18, 2018; and

WHEREAS, CADG conveyed the Diecieseis Tract to Diecieseis and assigned all of its right, title and interest in and to the Agreement with respect to the Diecieseis Tract to Diecieseis pursuant to that certain Partial Assignment and Assumption of Heartland Town Center Development Agreement, dated as of August 18, 2018; and

WHEREAS, CADG conveyed the remaining 10.312 acres of the DR Horton Tract to DR Horton and assigned all of its right, title and interest in and to the Agreement with respect to such portion of the DR Horton Tract to DR Horton pursuant to that certain Partial Assignment and Assumption of Heartland Town Center Development Agreement, dated as of October __, 2018; and

WHEREAS, CADG conveyed the remaining 25.464 acres of the Served Property to H Retail and assigned all of its right, title and interest in and to the Agreement with respect to such portion of the Served Property to H Retail pursuant to that certain Partial Assignment and Assumption of Heartland Town Center Development Agreement, dated as of August 27, 2018; and

WHEREAS, the recitals contained in this Second Amendment: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Second Amendment; and (c) reflect the final intent of the Parties with regard to the subject matter of this Second Amendment; and

WHEREAS, the Parties desire to amend the Agreement to: (i) replace the Concept Plan attached as Exhibit “C” to the Agreement with the Concept Plan attached hereto as Exhibit “C” and made a part hereof for all purposes; and (ii) amend Sections 7.2 and 10.1 of the Development Standards attached as Exhibit “D” to the Agreement as more fully set forth below.

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

1. Defined Terms. All capitalized terms used in this Second Amendment, to the extent not otherwise expressly defined herein, shall have the meanings ascribed to them in the Agreement.

2. Amendment to Concept Plan. The Agreement shall be amended by deleting the Concept Plan attached as Exhibit “C” to the Agreement and replacing it with the Exhibit “C” attached to this Second Amendment and from and after the Effective Date, any reference in the Agreement to the Concept Plan shall mean the Concept Plan attached hereto as Exhibit “C.”

3. Amendment to Section 7.2 of the Development Standards. The Agreement shall be amended by deleting the original Section 7.2 of the Development Standards attached as Exhibit “D” to the Agreement and replacing Section 7.2 of the Development Standards with the following:

“7.2 Residential Fencing. Fencing for all other residential lots shall be a minimum of six feet (6’) and maximum of eight feet (8’), board-on-board, pre-stained spruce or better fence with steel posts mounted on the inside so as not to be visible from street. All lots backing to any greenbelt area, open space, or park shall require a standard height of five feet (5’) ornamental metal fencing across the back of the lot only. Gates in residential fencing to public spaces shall be prohibited.”

4. Amendment to Section 10.1 of the Development Standards. The Agreement shall be amended by deleting the original Section 10.1 of the Development Standards attached as Exhibit

“D” to the Agreement and replacing Section 10.1 of the Development Standards with the following:

“10.1 All streets within the development shall be in accordance with the City of Mesquite Subdivision Ordinance, as of the Effective Date, except that all streets within the development shall have a minimum right-of-way width of fifty feet (50’) and a minimum pavement width of thirty-one feet (31’) back to back and there shall be no alleys within the development.”

5. Miscellaneous.

(a) This Second Amendment amends the Agreement in no other manner except as expressly set forth herein. Except as amended herein, the terms, provisions, agreements, covenants and conditions of the Agreement shall continue in full force and effect. In the event of a conflict between this Second Amendment and the Agreement, the terms of this Second Amendment shall control.

(b) This Second Amendment together with the Agreement shall constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this Second Amendment and the Agreement. This Second Amendment shall not be modified or amended except in writing signed by the Parties.

(c) This Second Amendment shall be a covenant running with the land and shall be binding upon the Parties, their assigns and future owners of all or any portion of the Property.

(d) This Second Amendment shall be recorded in the real property records of Kaufman County, Texas.

(e) If any provision of this Second Amendment is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Second Amendment; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Second Amendment shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

(f) This Second Amendment may be executed in one (1) or more counterparts, each of which when taken together shall constitute one and the same instrument.

(g) The City represents and warrants that the individual executing this Second Amendment on behalf of the City has been duly authorized to do so. H Retail represents and warrants that this Second Amendment has been approved by appropriate action of H Retail, and that each individual executing this Second Amendment on behalf of H Retail has been duly authorized to do so. DR Horton represents and warrants that this Second Amendment has been approved by appropriate action of DR Horton, and that each individual executing this Second Amendment on behalf of DR Horton has been duly authorized to do so. Dieciaseis represents and

warrants that this Second Amendment has been approved by appropriate action of Diecieseis, and that each individual executing this Second Amendment on behalf of Diecieseis has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Second Amendment is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

(h) This Second Amendment shall be null and void and of no force and effect if it is not executed by all parties on or before December 19, 2018.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date and year first written above.

HEARTLAND RETAIL, LLC,
a Texas limited liability company

By: _____
Name: _____
Its: _____

Executed this ____ day of _____, 2018.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the __ day of _____, 2018, by _____, _____, Heartland Retail, LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]

Notary Public ★ State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

D.R. HORTON – TEXAS, LTD.,
a Texas limited partnership

By: D.R. Horton, Inc.,
a Delaware corporation,
Its Authorized Agent

By: _____
Name: David L. Booth
Title: Assistant Vice President

Executed this ____ day of _____, 2018.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2018, by David L. Booth, as Assistant Vice President of D.R. Horton, Inc., a Delaware corporation, authorized agent of D.R. Horton – Texas, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[SEAL]

Notary Public ★ State of Texas

DIECIESEIS, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

Executed the ____ day of _____, 2018.

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on _____, 2018, by Ryan Horton, as Manager of Diecieseis, LLC, a Texas limited liability company, on behalf of said company.

[Seal]

Notary Public ★ State of Texas

CITY OF MESQUITE, TEXAS

ATTEST:

Name: Sonja Land
Title: City Secretary

By:_____
Name: Cliff Keheley
Title: City Manager

Executed the ____ day of _____, 2018.

APPROVED AS TO FORM:

City Attorney or Designee

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this ____ day of _____, 2018, by Cliff Keheley, the City Manager of the City of Mesquite, Texas, a home-rule municipality, on behalf of said home-rule municipality.

[Seal]

Notary Public ★ State of Texas

Exhibit "A"

Legal Description
146.746 Acres

BEING that certain tract of land situated in the Martha Music Survey, Abstract No. 312, in Kaufman County, Texas, and being that certain tract of land described as Tract 1 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 southeast line of Tract 7, and with the north line of said CADG Kaufman 146, LLC tract, a distance of 675.66 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 88°27'43" East, with a north line of said CADG Kaufman 146, LLC tract, a distance of 474.11 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 84°18'07" East, with a north line of said CADG Kaufman 146, LLC tract, a distance of 951.32 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 78°58'41" East, with a north line of said CADG Kaufman 146, LLC tract, a distance of 18.88 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at a northeast corner of said CADG Kaufman 146, LLC tract;

THENCE South 45°06'42" East, with the northeasterly line of said CADG Kaufman 146, LLC tract, a distance of 2113.03 feet to a 3/4 inch iron pipe found for corner at the easternmost corner of said CADG Kaufman County 146, LLC tract;

THENCE South 44°46'26" West, with a southeasterly line of said CADG Kaufman 146, LLC tract, a distance of 1898.52 feet to a 1/2 inch iron rod with cap marked "DAA" found for corner;

THENCE South 65°43'36" West, with a southeasterly line of said CADG Kaufman 146, LLC tract, a distance of 65.81 feet to a 1/2 inch iron rod with cap marked "DAA" found for corner at the southernmost corner of said CADG Kaufman 146, LLC tract, and being located on the northeasterly line of Lot 2X, Block 43, of Heartland Tract A, Phase 1B, an addition to Kaufman County, Texas according to the Amending Plat recorded in Cabinet 3, Slide 20, of the Plat

FIRST AMENDMENT TO
HEARTLAND TOWN CENTER DEVELOPMENT AGREEMENT – Exhibit A

Records of Kaufman County, Texas (PRKCT), said iron rod also being located at the beginning of a non-tangent curve to the left;

THENCE Northwesternly with said northeasterly line of Lot 2X and with said curve to the left which has a central angle of $21^{\circ}32'00''$, a radius of 800.00 feet, a chord which bears North $34^{\circ}55'09''$ West, a chord distance of 298.90 feet, for an arc distance of 300.66 feet to the end of said curve, a 1/2 inch iron rod with cap marked "DAA" found for corner;

THENCE North $45^{\circ}41'09''$ West, continuing with the northeasterly line of Lot 2X, a distance of 397.34 feet to a 1/2 inch iron rod with cap marked "DAA" found for corner at the northernmost corner of said Lot 2X, Block 43, also being the northernmost corner of said Heartland Tract A, Phase 1B;

THENCE South $44^{\circ}18'51''$ West, with the northwest line of said Lot 2X, Block 43, a distance of 10.00 feet to a 1/2 inch iron rod with cap marked "DAA" found for corner at the easternmost corner of Heartland Tract A Phase 2B, an addition to Kaufman County, Texas, according to the Final Plat recorded in Cabinet 3, Slide 100, PRKCT, said iron rod also being located on the northeasterly right-of-way line of Heartland Parkway (called 80 foot right-of-way at this point), according to said Final Plat of Heartland Tract A Phase 2B;

THENCE North $45^{\circ}41'09''$ West, with said northeasterly right-of-way line of Heartland Parkway, a distance of 1324.03 feet to a 1/2 inch iron rod with cap marked "DAA" found for corner at the beginning of a tangent curve to the left;

THENCE Northwesternly, continuing with said northeasterly right-of-way line of Heartland Parkway, and with said curve having a central angle of $36^{\circ}41'46''$, a radius of 790.00 feet, a chord which bears North $64^{\circ}02'02''$ West, a chord distance of 497.37 feet, for an arc distance of 505.97 feet to the end of said curve, a 1/2 inch iron rod with cap stamped "DAA" found for corner;

THENCE North $82^{\circ}23'59''$ 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 $10^{\circ}28'32''$, a radius of 300.00 feet, a chord which bears North $77^{\circ}08'39''$ 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 $10^{\circ}28'32''$, a radius of 300.00 feet, a chord which bears North $77^{\circ}08'39''$ 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 $82^{\circ}22'55''$ 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 $38^{\circ}41'30''$, a radius of 950.00 feet, a chord which bears North $63^{\circ}02'10''$ 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 $43^{\circ}41'26''$ 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 146.746 acres of land.

FIRST AMENDMENT TO
HEARTLAND TOWN CENTER DEVELOPMENT AGREEMENT – Exhibit A

EXHIBIT "B-1"
DR HORTON TRACT

BEING that certain tract of land situated in the MARTHA MUSIC SURVEY, ABSTRACT NUMBER 312, in Kaufman County, Texas, and being part of that certain called 146.733 acre 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 1/2 inch iron rod with cap marked "DAA" found at the southernmost corner of said CADG Kaufman 146, LLC tract, and being located on the northeasterly line of Lot 2X, Block 43, of Heartland Tract A, Phase 1B, an addition to Kaufman County, Texas according to the Amending Plat recorded in Cabinet 3, Slide 20, of the Plat Records of Kaufman County, Texas (PRKCT), said iron rod also being located at the beginning of a non-tangent curve to the left;

THENCE Northwesterly with said northeasterly line of Lot 2X and with said curve to the left which has a central angle of $21^{\circ}32'00''$, a radius of 800.00 feet, a chord which bears North $34^{\circ}55'09''$ West, a chord distance of 298.90 feet, for an arc distance of 300.66 feet to the end of said curve, a 1/2 inch iron rod with cap marked "DAA" found for corner;

THENCE North $45^{\circ}41'09''$ West, continuing with the northeasterly line of Lot 2X, a distance of 397.34 feet to a 1/2 inch iron rod with cap marked "DAA" found for corner at the northernmost corner of said Lot 2X, Block 43, also being the northernmost corner of said Heartland Tract A, Phase 1B;

THENCE South $44^{\circ}18'51''$ West, with the northwest line of said Lot 2X, Block 43, a distance of 10.00 feet to a 1/2 inch iron rod with cap marked "DAA" found for corner at the easternmost corner of Heartland Tract A Phase 2B, an addition to Kaufman County, Texas, according to the Final Plat recorded in Cabinet 3, Slide 100, PRKCT, said iron rod also being located on the northeasterly right-of-way line of Heartland Parkway (called 80 foot right-of-way at this point), according to said Final Plat of Heartland Tract A Phase 2B;

THENCE North $45^{\circ}41'09''$ West, with said northeasterly right-of-way line of Heartland Parkway, a distance of 1324.03 feet to a 1/2 inch iron rod with cap marked "DAA" found for corner at the beginning of a tangent curve to the left;

THENCE Northwesterly, continuing with said northeasterly right-of-way line of Heartland Parkway, and with said curve having a central angle of $34^{\circ}32'11''$, a radius of 790.00 feet, a chord which bears North $62^{\circ}57'14''$ West, a chord distance of 469.01 feet, for an arc distance of 476.19 feet to the end of said curve, a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found for corner, from which a 1/2 inch iron rod with cap marked "DAA" found is located northwesterly along said curve at an arc distance of 29.78 feet;

THENCE leaving said northeasterly right-of-way line of Heartland Parkway, and over and across said CADG Kaufman 146, LLC tract, the following courses to 5/8 inch iron rods with cap marked "PETITT-RPLS 4087" found for corner:

North 09°46'40" East, a distance of 165.00 feet;

South 78°15'28" East, a distance of 65.47 feet;

And North 15°12'36" East, a distance of 235.81 feet;

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

North 42°35'50" East, a distance of 166.99 feet;

South 70°12'06" East, a distance of 191.87 feet;

North 52°16'46" East, a distance of 148.98 feet;

South 39°29'32" East, a distance of 110.30 feet, said iron rod being the beginning of a non-tangent curve to the right;

Northeasterly with said curve to the right which has a central angle of 08°22'23", a radius of 525.00 feet, a chord which bears North 54°41'39" East, a chord distance of 76.66 feet, for an arc distance of 76.72 feet to the end of said curve;

North 58°52'51" East, a distance of 4.58 feet;

South 31°07'09" East, a distance of 50.00 feet;

South 58°52'51" West, a distance of 4.58 feet, said iron rod being the beginning of a tangent curve to the left;

Southwesterly with said curve to the left which has a central angle of 01°06'38", a radius of 475.00 feet, a chord which bears South 58°19'32" East, a chord distance of 9.21 feet, for an arc distance of 9.21 feet to the end of said curve;

South 32°13'47" East, a distance of 129.66 feet;

North 44°18'51" East, a distance of 41.13 feet;

South 45°41'09" East, a distance of 139.01 feet, said iron rod being the beginning of a non-tangent curve to the right;

Southeasterly with said curve to the right which has a central angle of 42°50'00", a radius of 75.00 feet, a chord which bears South 67°06'09" East, a chord distance of 54.77 feet, for an arc distance of 56.10 feet to the end of said curve;

South 45°41'09" East, a distance of 523.86 feet;

North 44°18'51" East, a distance of 30.00 feet;

South 45°41'09" East, a distance of 50.00 feet;

South 44°18'51" West, a distance of 30.00 feet;

South 45°41'09" East, a distance of 821.35 feet, said iron rod being the beginning of a non-tangent curve to the right;

Southeasterly with said curve to the right which has a central angle of 148°30'59", a radius with a radius point which bears South 54°52'24" East, a distance of 59.50 feet, a chord which bears South 39°07'53" East, a chord distance of 114.54 feet, for an arc distance of 154.23 feet to the end of said curve;

And South 23°23'22" East, a distance of 16.06 feet;

THENCE South 45°26'12" East, continuing over and across said CADG Kaufman 146, LLC tract, a distance of 445.54 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found for corner, said iron rod being located on a southeast line of said CADG Kaufman 146, LLC tract, and a northwest line of that certain tract of land described in deed to Crockett and West, LLC, recorded in Volume 4262, Page 558, DRKCT;

THENCE South 44°46'26" West, with said southeast line of the CADG Kaufman 146, LLC tract, and said northwest line of the Crockett and West, LLC tract, a distance of 668.48 feet to a 1/2 inch iron rod with cap marked "DAA" found for corner;

THENCE South 65°43'36" West, with a southeasterly line of said CADG Kaufman 146, LLC tract, a distance of 65.81 feet to the POINT OF BEGINNING of herein described tract, containing a calculated area of 41.500 acres of land.

LEGAL DESCRIPTION
10.312 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 146.733 acre tract of land described as Tract 1 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 3/4 inch pipe found for the most easterly corner of said Tract 1;

THENCE South 44°46'26" West, with the southeasterly line of Tract 1, a distance of 1230.03 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found for corner, from which a 1/2 inch iron rod with cap marked "DAA" found at a southwesterly corner of said Tract 1 bears South 44°46'26" West, a distance of 668.48 feet;

THENCE North 14°06'13" East, leaving said southeasterly line of Tract 1, and over and across Tract 1, a distance of 1431.78 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found for corner, from which a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found at a northerly corner of Tract 1 bears North 45°06'42" West, a distance of 1382.69 feet;

THENCE South 45°06'42" East, with the northeasterly line Tract 1, a distance of 730.35 feet to the POINT OF BEGINNING of herein described tract, containing a calculated area of 10.312 acres of land.

EXHIBIT "B-2"
DIECIESEIS TRACT

Page 1 of 3

LEGAL DESCRIPTION
69.470 ACRES

BEING that certain tract of land situated in the MARTHA MUSIC SURVEY, ABSTRACT NUMBER 312, in Kaufman County, Texas, and being part of that certain called 146.733 acre 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:

COMMENCING at a 1/2 inch iron rod with cap marked "DAA" found at the southernmost corner of said CADG Kaufman 146, LLC tract, and being located on the northeasterly line of Lot 2X, Block 43, of Heartland Tract A, Phase 1B, an addition to Kaufman County, Texas, according to the Amending Plat recorded in Cabinet 3, Slide 20, of the Plat Records of Kaufman County, Texas (PRKCT):

THENCE North 65°43'36" East, with a southeasterly line of said CADG Kaufman 146, LLC tract, a distance of 65.81 feet to a 1/2 inch iron rod with cap marked "DAA" found for corner;

THENCE North 44°46'26" East, with a southeasterly line of said CADG Kaufman 146, LLC tract, and partially with a northwest line of that certain tract of land described in deed to Crockett and West, LLC, recorded in Volume 4262, Page 558, DRKCT, a distance of 668.48 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found for the POINT OF BEGINNING of herein described tract;

THENCE leaving said southeasterly line of the CADG Kaufman 146, LLC tract, and said northwest line of the Crockett and West, LLC tract, and over and across said CADG Kaufman 146, LLC tract, the following courses to 5/8 inch iron rods with cap marked "PETITT-RPLS 4087" set for corner:

North 45°26'12" West, a distance of 445.54 feet;

North 23°23'22" West, a distance of 16.06 feet, said iron rod being the beginning of a non-tangent curve to the left;

Northwesterly with said curve to the left which has a central angle of 148°30'59", a radius with a radius point which bears North 23°23'22" West, a distance of 59.50 feet, a chord which bears North 39°07'53" West, a chord distance of 114.54 feet, for an arc distance of 154.23 feet to the end of said curve;

North 45°41'09" West, a distance of 821.35 feet;

North 44°18'51" East, a distance of 30.00 feet;

North 45°41'09" West, a distance of 50.00 feet;

South 44°18'51" West, a distance of 30.00 feet;

North 45°41'09" West, a distance of 523.86 feet, said iron rod being the beginning of a tangent curve to the left;

Northwesterly with said curve to the left which has a central angle of 42°50'00", a radius of 75.00 feet, a chord which bears North 67°06'09" West, a chord distance of 54.77 feet, for an arc distance of 56.10 feet to the end of said curve;

North 45°41'09" West, a distance of 139.01 feet;

South 44°18'51" West, a distance of 41.13 feet;

North 32°13'47" West, a distance of 129.66 feet, said iron rod being the beginning of a non-tangent curve to the right;

C:\Users\tgreen\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\FSOQJEVF\LEGAL DESCRIPTION - 69.470 ACRES.DOCX

Northeasterly with said curve to the right which has a central angle of $01^{\circ}06'38''$, a radius of 475.00 feet, a chord which bears North $58^{\circ}19'32''$ East, a chord distance of 9.21 feet, for an arc distance of 9.21 feet to the end of said curve;

North $58^{\circ}52'51''$ East, a distance of 4.58 feet;

North $31^{\circ}07'09''$ West, a distance of 50.00 feet;

South $58^{\circ}52'51''$ West, a distance of 4.58 feet, said iron rod being the beginning of a tangent curve to the left;

Southwesterly with said curve to the left which has a central angle of $08^{\circ}22'23''$, a radius of 525.00 feet, a chord which bears South $54^{\circ}41'39''$ West, a chord distance of 76.66 feet, for an arc distance of 76.72 feet to the end of said curve;

North $39^{\circ}29'32''$ West, a distance of 110.30 feet;

South $52^{\circ}16'46''$ West, a distance of 148.98 feet;

And North $70^{\circ}12'06''$ West, a distance of 191.87 feet;

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

North $42^{\circ}35'50''$ East, a distance of 310.62 feet;

North $07^{\circ}44'02''$ West, a distance of 285.71 feet;

South $86^{\circ}42'10''$ West, a distance of 198.45 feet;

North $68^{\circ}43'31''$ West, a distance of 145.05 feet;

And North $06^{\circ}39'43''$ West, a distance of 222.01 feet, said iron rod being located on the north line of said CADG Kaufman 146, LLC tract;

THENCE North $83^{\circ}20'17''$ East, with a north line of said CADG Kaufman 146, LLC tract, a distance of 210.14 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

THENCE North $88^{\circ}27'43''$ East, with a north line of said CADG Kaufman 146, LLC tract, a distance of 474.11 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

THENCE South $84^{\circ}18'07''$ East, with a north line of said CADG Kaufman 146, LLC tract, a distance of 951.32 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

THENCE South $78^{\circ}58'41''$ East, with a north line of said CADG Kaufman 146, LLC tract, a distance of 18.88 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found for corner at a northeast corner of said CADG Kaufman 146, LLC tract;

THENCE South $45^{\circ}06'42''$ East, with the northeasterly line of said CADG Kaufman 146, LLC tract, a distance of 1382.69 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found for corner, from which a 3/4 inch iron pipe found at the easternmost corner of said CADG Kaufman County 146, LLC tract bears South $45^{\circ}06'42''$ East, a distance of 730.35 feet;

THENCE South $14^{\circ}06'13''$ West, leaving said northeasterly line, and over and across said CADG Kaufman 146, LLC tract, a distance of 1431.78 feet to the POINT OF BEGINNING of herein described tract, containing a calculated area of 69.470 acres of land.

C:\Users\lgreen\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\FSOQJEVF\LEGAL DESCRIPTION - 69.470 ACRES.DOCX

Note: The bearings shown and recited hereon are referenced to the Texas State Plane Coordinate System - NAD 83 (CORS Texas North Central Zone No. 4202).

C:\Users\tgreen\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\FSOQJEVF\LEGAL DESCRIPTION - 69.470
ACRES.DOCX

EXHIBIT "C" CONCEPT PLAN

